

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

March 9, 2016
6:00 p.m.

City Hall
Council Chambers

1. CALL TO ORDER

Mayor/Housing Authority Commissioner Robert L. Poythress opened the Special Meeting of the City Council, Regular Session portion of the Regular Meeting of the Housing Authority of the City of Madera and the Joint Special Meeting of the Madera City Council, Regular Meeting of the Madera City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Madera City Council as the Successor Housing Agency at 6:00 p.m. and called for the roll call.

ROLL CALL

Present: Mayor/Commissioner Robert L. Poythress
Council Member/Commissioner Andrew J. Medellin
Council Member /Commissioner William Oliver
Council Member/ Chairperson Derek O. Robinson Sr.
Council Member/ Commissioner Donald E. Holley

Absent: Mayor Pro-Tem /Vice- Chairperson Charles F. Rigby

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

City of Madera staff members present: Neighborhood Preservation Supervisor Viola Rodriguez, Neighborhood Preservation Specialist Steve Montes, Neighborhood Preservation Specialist Fabela Rodriguez, Neighborhood Preservation Specialist Nicholas Salinas, Code Enforcement Consultant Lou Donaldson, Neighborhood Outreach Coordinator Saleh Alhomedi and Neighborhood Outreach Assistant Christina Herrera

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Robinson

PUBLIC COMMENT – REGULAR SESSION

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

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

Mayor Poythress recessed the Joint Special Meeting of the Madera City Council, Regular Meeting of the Madera City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Madera City Council as the Successor Housing Agency at 6:02 p.m.

Housing Authority Chairperson Derek Robinson opened the Regular Meeting of the Housing Authority of the City of Madera, calling for items as listed on the agenda. The Housing Authority meeting was adjourned at 6:20 p.m.

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 6:24 p.m.

PRESENTATIONS:

Former Agency Member Sally Bompreszi

This item was pulled and no presentation was given.

INTRODUCTIONS:

There are no items for this section.

2. WORKSHOP:

Viola Rodriguez had a brief introduction of staff and stated that staff would like to cover some points on vehicle abatement, weed abatement and a substandard housing case we worked on. These are issues that we encounter every day. We would like to share information and alert you of any pending problems that may be coming up or a situation that may be brought up to you. In the future, we will share information on mobile vendors, illegal signage, yard sales and rental housing inspections.

Substandard Housing Presentation by Neighborhood Revitalization Department

Neighborhood Preservation Specialist Fabela Rodriguez reported that this is a brief summary of an inspection and observations on a substandard home. Council Member Rigby came along for the inspection. A complaint was received from the Probation Department about a home that was lacking windows, electricity and running water. In collaboration with them we were able to receive authorization from the tenant to enter the property and conduct an inspection. During the inspection, it was determined that the home was completely deteriorated. A trench was constructed carrying water from the home to the river; windows were present in the bedrooms but they were broken or improperly installed; the floor was deteriorated; the property lacked electricity; and the ceiling was sagging. The home also lacked hot water, heating, smoke alarms, carbon monoxide detectors, light fixtures and plumbing.

We issued a Notice of Violation, and with that the property owner had ten (10) days to bring the property into compliance. We met with the property owner, he told us that he is elderly and did not have the financial means to fix the property. His plans was to have the tenant leave and board up the home. After talking to the tenant, she confirmed that she will be moving out of the home this week.

Ms. Rodriguez asked council members if they had any questions.

Council Member Holley asked how were the tenants able to get water? Ms. Rodriguez responded that the lot had two (2) houses on it. Because of the two (2) homes, the owner had it connected.

Executive Director Jim Taubert asked how long did the tenant live there? Ms. Rodriguez stated that the tenant lived at the home for over 20 years.

Council Member Medellin asked what is our responsibility when we know that children are present in a home like this? Ms. Rodriguez stated that there were no children in the home, only adults resided there.

Weed Abatement Presentation by Neighborhood Revitalization Department

Neighborhood Preservation Specialist Fabela Rodriguez reported that she is responsible for this fun project. She was assigned to weed abatement in August of last year and has been preparing since September. Our Weed Abatement Program is year round where vacant lots are inspected for refuse, wild vegetation and brush. Our primary goal is to prevent fires and blight in our city neighborhoods. The weed abatement ordinance was passed in January 2015. This year our Weed Abatement Program started on February 29, 2016. Currently she is inspecting more than 600 properties within the city limits. When she conducts an inspection she is looking for weeds over six (6) inches, refuse, trash or debris that is obstructing the public right of way. Once the inspection is completed, she will issue a 45-Day Notice of Violation. The notice will be a warning and the deadline is May 1, 2016. So ample time is given for the property owner to clean up the lot. Once the 45 days are up, she will conduct a re-inspection. If the property is in compliance, she will leave it alone until the next inspection date. If the property is not in compliance, we move on to the abatement process.

Executive Director Taubert stated that she was given this assignment when she started and she is doing a fantastic job with it.

Abandoned Vehicles Presentation by Neighborhood Revitalization Department

Neighborhood Preservation Specialist Nicholas Salinas & Code Enforcement Consultant Lou Donaldson presented images that depicted vehicles that are abandoned, wrecked or non-operational, commercial vehicles that are in a residential area. Mr. Donaldson stated that this is one of the most active codes that are utilized within the city.

Mr. Donaldson and Mr. Salinas reported that what we are looking for is abandoned, dismantled, wrecked, inoperable vehicles or parts thereof. A non-registered car is considered non-operational. You cannot have that vehicle on the street, in your driveway or visible from the public right of way. Secondly, it is a vehicle that cannot be operated safely or moved under its own power. Also, this ordinance covers vehicles that are unidentifiable such as a missing plate and covered VIN. We source our cases by citizens calling into our office and issuing a complaint on a particular vehicle. We are fortunate enough to have citizens that come forward and report vehicle violations. When we say vehicles, we not only address passenger vehicles such as cars and trucks, we address campers and trailers. All of the license plates inquiries are run through Madera Police Department which in turn run through the Department of Motor Vehicles and that is how we identify which vehicles are currently registered or when tabs are stolen.

On Sunday, February 28, 2016 a commercial vehicle enforcement was conducted. We typically work a Monday thru Friday schedule. Most truckers are aware of our schedule and know when to avoid us. So we thought we would surprise them on a Sunday. The Commercial Vehicle Code states:

1. It is unlawful to park commercial vehicles in a residential areas.
2. Truck parking is prohibited in most areas so they are only allowed to park in designated truck routes.
3. Detached/dropped trailers is a violation.
4. Parking a vehicle on an unpaved surface such as grass or dirt is prohibited.

An overview of our process:

1. A 10-Day notice is posted on the vehicle.
2. A mailed notice will be sent to registered owner and property owner via Certified Mail.
3. After 10 days, we go back to conduct a re-inspection. If the vehicle has been removed or the violation has been corrected, we will close the case. However, if the violation still exists, that is when it will proceed with a citation. The citations start out at \$75.00, in about 10 days it will go to \$200.00, again to the \$500.00. Depending on the situation, but we usually try to call it at around \$1,275.00 in citations.
4. If the vehicle violation still has not been corrected we will then go into vehicle abatement process. Which will remove the vehicle from private property or we will tow if in the public right of way.
5. Our Notice of Violation is valid for one (1) year.

Council Member Robinson asked if someone would like to extend their driveway by adding paving stones on the grass? Mr. Donaldson responded that we will accept that. Those things are called “improved surfaces”.

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, Item 5A was provided to the City Council and staff. If you wish to obtain a copy of this item, it is located on the podium.

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

3. CONSENT CALENDAR

3A. Minutes of the Joint Meeting of the Special Meeting of the Madera City Council, Regular Meeting of the City Council as the Successor Agency to the former Madera Redevelopment Agency and Special Meeting of the Successor Housing Agency – February 10, 2016 (City/Successor Agency/Successor Housing Agency)

3B. Listing of Warrants Issued from February 1, 2016 to February 29, 2016 (Successor Agency)

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

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

3E. Code Enforcement Activity Report (City)

3F. Code Enforcement Funds Collection Report for Period Ending February 29, 2016 (City)

3G. Update on Neighborhood Outreach Activities (City)

3H. Consideration of Resolution Releasing the Affordability Agreement and Restrictions on Sale and Use of Owner Occupied Dwelling Units on Property Located at 325 North C Street, Madera CA and Authorizing the Mayor to Execute the Release on Behalf of the Agency (Successor Housing Agency)

3I. Consideration of a Resolution Approving an Agreement with Madera District Fair for Use of the Fairgrounds Parking Area for the Staging of Upcoming Waste Tire Amnesty Day Events in 2016 (City)

3J. Investment Report for the Quarter Ending December 31, 2015 (Successor 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.

On motion by Council Member Oliver seconded by Council Member Robinson the Consent Calendar was approved unanimously as presented by the following 5/0 vote: Ayes: Council Members Poythress, Robinson, Oliver, Medellin and Holley; Noes: None; Abstain: None; Absent: Mayor Pro Tem Rigby; resulting in the unanimous approval of the Minutes of the Joint Meeting of the Special Meeting of the Madera City Council, Regular Meeting of the City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Successor Housing Agency for February 10, 2016 and resolutions SHA 16-01 and CC 16-36.

4. PROJECTS AND REPORTS

There are no items for this section.

5. AGREEMENTS

5A. Consideration of a Resolution 5A1 Approving a Lease Agreement with Louie Fimbres for Office Building at 5 East Yosemite Avenue

Or

Consideration of a Resolution 5A2 Approving an Agreement Between S.I.M. Architects, and The Successor Agency to The Former Madera Redevelopment Agency For Architectural Design and Development Services Related to the Remodel of 5 East Yosemite Avenue (Successor Agency)

Business Manager Wilson reported that this item is regarding our old building located at 5 East Yosemite Avenue on whether to rehab it or rent it as is. I would like to let you know that the option to rent the property has been taken off the table. When we were discussing the property with Louie Fimbres and getting the particulars worked out with the ADA compliance issues, the work and costs became too significant. Mr. Fimbres chose to opt out of renting the property. So we are asking that the council approve the resolution approving the agreement for the design and development with S.I.M. Architects. In the proposal, they estimate that the total cost of the project will be \$447,000.00 and they base their fee on 10% of that costs. Hopefully the costs will come at a lower amount. What we are proposing to do is take out the second floor and return it to its original condition. They will design the structure to be for office space or small retail.

Mayor Poythress said that you got my attention because you stated that the costs could be around \$447,000.00 for all the improvements. What do we expect to get out of this building after we put in all these improvements? Executive Director Taubert responded that the bigger costs is removing the previous improvements. The entire second floor is not ADA compliant. The stairwell is not wide enough, the upstairs bathroom is ADA compliant but we do not have any stairways that can get you up to it. So a lot of the costs are related to structural changes associated with the changes to the second floor.

Mayor Poythress asked what is the future of this structure, do we put in \$450,000.00 - \$500,000.00 or do we have an option to do something else to the property? Mr. Taubert responded that stated differently, you are asking if we rehab this are we putting more money into the rehabbing than what the property is worth. I think would be an interesting question that we have not necessarily answered. But I would guess that it would be very close.

Mayor Poythress asked what is the future use of the property and if we can rehab it and some greater good could result from that. My concern is what would that be and could we as an agency the city representing the public is there a benefit to doing that. Mr. Taubert responded by saying that is why our eyes lit up when Louie walked in. It made sense. We had probably more than one and less than six people come in wanting to do a restaurant. We found out when they put in the brewery, they punched holes in the walls, and it was not set up for that use. Louie was the first to come in with an office use. But even bringing it back into shape for him and because it is a city owned property we still have to deal with the ADA issues. It could be a very large number and it could be greater than what the value of the property is.

Council Member Oliver asked what the current value of the property is and do you know when it was last appraised? Mr. Taubert responded that when we bought that and the chamber building from the city in the late 90's for less than this.

Council Member Oliver asked have we tried to list it on Costar, LoopNet or any real estate databases for any potential tenants? Mr. Taubert stated we were in no man's land for a while and when Louie came in and we lit up and spoke to Brent and Wendy a little on what we had to do. A couple of years ago the DA's Office was interested. But when they had their guys come in they said we would have had to rip out the rear parking lot and redo it because it did not meet ADA standard. At some point, whoever owns the building, if they want to maintain the building they will have to spend the money to meet ADA requirements.

Mayor Poythress stated that he would like to see a long time use for this property, maybe the best thing to do is raise the building and make some kind of open space. What is the long term plan? I think I would feel better if we can determine the building would fit in to what we are trying to do downtown.

Council Member Medellin stated that he agreed with the Mayor. Logistically to spend \$450,000.00 - \$500,000.00 on property that is not worth half a million dollars does not make sense. I don't know if there is another Mr. Louie Fimbrez out there on the horizon. It does not seem like a good return on investment. It is a tough call.

Council Member Holley stated that if we do nothing it will sit there as an eyesore. It has been sitting as an eyesore for about 5-10 years. We need to do something. Right now we are not getting anything for it and each year we keep losing or we try to do something with it and get something back out of it.

Council Member Oliver asked if there was an estimation as far as what Mr. Fimbrez would spend in improvement costs. Mr. Wilson stated that Mr. Fimbrez would have had to hire an architect and draw out the plans to make it ADA compliant and take it to the City Building Official to get that approved. Council Member Oliver stated that he would be interested if there is anyway we could afford tenant improvement money at the short term in exchange for a longer term lease lets say 3-5 years going to the market place. It may be a little investment as property owners, but it might provide a little bit of incentive.

Mr. Taubert stated that you are not going to get a return, but you have to weigh it against the fact that it is a good location and vacant buildings do not attract a good clientele. All we have had is homeless for the last year and a half. So we have been trying to figure out what to do with it. What jacked up the cost was the elimination of the second floor.

Mr. Wilson stated that when we brought S.I.M. in, we were looking for different options from them. But the ceiling height is not correct with either upstairs or downstairs, the hallways are too narrow. This rehab also includes new heating, air conditioning and electrical.

Council Member Robinson stated that maybe we can have the building moved and turn the property into a parking lot. We need more parking down there.

Mayor stated that his point earlier, he would like to put money into something that would make sense in the long term.

Council Member Medellin asked the Mayor if he would feel more comfortable if we revisit this and look at this more strategically with more of a long term plan before we make a decision. I can certainly support that.

Mr. Taubert stated that we will try to get close to a good deal, but it is never going to smell good. I can guarantee that.

Council Member Robinson stated that the street is too narrow.

Mr. Taubert stated that we will kick it around a little more, and we will put a sign in and see what happens.

Council Member Medellin stated that he does not think it is an eyesore, it is a great looking building and there is a lot of things to do with it. But spending that much money to reduce the size by half does not seem feasible.

Council Member Oliver stated that he would be happy to work with staff to list the property on Costar and reach out to their representative.

Mr. Taubert asked City Attorney Richardson if we put on the lease “as is” and somebody wanted to take it “as is” would we have any obligation to require additional ADA improvements? Mr. Richardson responded the main thing is that in any lease we would have to put that ownness on the lessee and basically spell it out in there that they are responsible for compliance. We were going to do that with Mr. Fimbres but he did not want to go there.

6. HOUSING

6A. Joint Public Hearing Regarding Consideration of Resolutions Approving 33433 Report and Approval of Sale of Real Property Located at 303 East Central Avenue (APN 007-021-001) to Alejandro Lopez Vivas and Irma Pacheco Matias (Successor Housing Agency)

Business Manager Wilson reported that this is a joint public hearing between the City Council and the Successor Housing Agency regarding the sale of land owned by the former Madera Redevelopment Agency. The tenants of the property located at 303 East Central Avenue requested to purchase the property from us. An appraisal was done and it was determined that the sales price is \$163,000.00.

Mayor Poythress called for any other questions or comments, there were none.

Mayor Poythress opened the public hearing at 7:22 p.m.

There being no other speakers, the public hearing was closed at 7:22 p.m.

No other questions or comments were offered.

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

CC 16-36 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING SALE OF PROPERTY KNOWN AS 303 EAST CENTRAL AVENUE ACQUIRED BY TAX INCREMENT BY THE FORMER MADERA REDEVELOPMENT AGENCY AND MAKING FINDINGS RELATED THERETO

*On motion by Council Member Medellin, seconded by Council Member Holley, **Resolution Number CC 16-36** was approved unanimously as presented by the following 5/0 vote: Ayes: Council Members Poythress, Robinson, Oliver, Medellin and Holley; Noes: None; Abstain: None; Absent: Mayor Pro Tem Rigby.*

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

SHA 16-02 RESOLUTION OF THE CITY OF MADERA AS SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY MADERA, CALIFORNIA APPROVING THE SALE OF PROPERTY LOCATED AT 303 EAST CENTRAL AVENUE LOCATED IN THE CITY OF MADERA

On motion by Council Member Medellin, seconded by Council Member Holley, **Resolution Number SHA 16-02** was approved unanimously as presented by the following 5/0 vote: Ayes: Council Members Poythress, Robinson, Oliver, Medellin and Holley; Noes: None; Abstain: None; Absent: Mayor Pro Tem Rigby.

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

SHA 16-03 RESOLUTION OF THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, APPROVING AGREEMENT WITH ALEJANDRO LOPEZ VIVAS AND IRMA PACHECO MATIAS FOR THE PURCHASE AND SALE OF REAL PROPERTY KNOWN AS 303 EAST CENTRAL AVENUE, IN THE CITY OF MADERA AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT, GRANT DEED AND ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE TRANSACTION ON BEHALF OF THE CITY OF MADERA, AS SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

On motion by Council Member Medellin, seconded by Council Member Holley, **Resolution Number SHA 16-03** was approved unanimously as presented by the following 5/0 vote: Ayes: Council Members Poythress, Robinson, Oliver, Medellin and Holley; Noes: None; Abstain: None; Absent: Mayor Pro Tem Rigby.

7. GENERAL

There are no items for this section.

8. AGENCY MEMBER REPORTS

Council Member Robinson had nothing to report.

Council Member Holley reported that he has been appointed as a board member for the Big Brother Big Sister Program.

Council Member Medellin welcomed Executive Director Taubert back. Prayers do work. He also took the opportunity and thanked the Neighborhood Revitalization staff. At the Neighborhood Watch meetings, this team steps up, answers questions and they are so professional. First and foremost you guys care about your community. Thank you very much for your hard work and dedication.

Council Member Oliver stated that it is great to see you back and in full force. Your absence was not void of energy and enthusiasm in part because of your great team. It is such a reflection of your leadership. Thank you and welcome back.

Mayor Poythress stated welcome back and thank you.

9. CLOSED SESSION

There are no items for this section.

10. ADJOURNMENT

Mayor Poythress adjourned the Joint Special Meeting of the Madera City Council, Regular Meeting of the Madera City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Madera City Council as the Successor Housing Agency at 7:26 p.m.

Claudia Mendoza, Recording Secretary

Robert Poythress, Mayor

/cm

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

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

From: Office of the Treasurer

Subject: Listing of Warrants Issued

Date: April 13, 2016

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

March 1, 2016 to March 31, 2016

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

General Warrants:	#10717 - #10748	\$521,561.04
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Respectfully submitted,



Patricia Barbosa
Financial Services Manager



Bob Wilson
Successor Agency Manager

THE SUCCESSOR AGENCY TO
THE FORMER CITY OF MADERA REDEVELOPMENT AGENCY
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK MAIN ACCOUNT
April 13, 2016

CHECK	PAYDATE	ISSUED TO	DESCRIPTION	AMOUNT
010717	3/3/2016	AVISON CONSTRUCTION, INC	PROJECT ST 10-03 PROGRESS PMT #2	79,016.06
010718	3/3/2016	ECONOMIC DEVELOPMENT COMMISSION	STATE OF COUNTY LUNCHEON	60.00
010719	3/3/2016	HARBISON INTERNATIONAL INC.	EXTRA WORK RIVERSIDE VILLAS	1,281.00
010720	3/3/2016	MADERA CLEANERS AND LAUNDRY INC.	MAT CLEANING	4.50
010721	3/3/2016	NOLAN MCGUIRE CONST.	1224 NEBRASKA FILL/GRADE AROUND HOUSE	950.00
010722	3/3/2016	P G AND E	02/16 SVS 2000655655-7	1,244.17
010723	3/3/2016	SANDY'S HOUSEKEEPING & JANITORIAL	CUSTODIAL SVS FOR MARCH 2016	425.00
010724	3/4/2016	AVISON CONSTRUCTION, INC	PROJECT ST 10-03 PROGRESS PMT #2	120,405.09
010725	3/17/2016	ANDY'S SPORT & DESING	BOMPRESZI PLAQUE	127.44
010726	3/17/2016	DIAMOND COMMUNICATIONS INC	ALARM MONITORING SVS APR-JUN 2016	180.00
010727	3/17/2016	DIAMOND LOCKSMITHS	428 E YOSEMITE KEYPAD PROBLEMS	59.00
010728	3/17/2016	FRESNO REPROGRAPHICS	RDA 16-02 PLANS/SPECS	512.72
010729	3/17/2016	HARBISON INTERNATIONAL INC.	RIVERSIDE VILLAS FINAL PLANS	335.00
010730	3/17/2016	JOHNSON REAL ESTATE APPRAISAL	APPRAISAL 706 LILLY ST	400.00
010731	3/17/2016	CITY OF MADERA	5 E YOSEMITE AVE FEB 2016 WATER SEWER	258.55
010732	3/17/2016	CITY OF MADERA	TIRE AMNESTY TO CITY ACCOUNT	57,476.86
010733	3/17/2016	MADERA CLEANERS AND LAUNDRY INC.	MAT CLEANING	4.50
010734	3/17/2016	MADERA TRIBUNE	303 CENTRAL PUBLIC NOTICE	133.12
010735	3/17/2016	NORTHSTAR ENGINEERING GROUP INC	SW INDUSTRIAL PLAN TRAFFIC STUDY	130.00
010736	3/17/2016	RICOH USA, INC.	COPIER MAINTENACNE FEE FOR PERIOD 02/16	12.47
010737	3/17/2016	S.I.M. ARCHITECTS, INC.	5 E YOSEMITE DEPOT REMODEL	240.00
010738	3/17/2016	VERIZON WIRELESS	FEBRUARY 2016 CELLPHONE USAGE	110.20
010739	3/17/2016	WEST COAST ARBORISTS, INC.	PROJECT ST 10-03 PROGRESS PMT #1	1,675.00
010740	3/31/2016	WILLIAM J GLOVER	APPRAISAL 702 LILLY ST	1,200.00
010741	3/31/2016	JOHNSON REAL ESTATE APPRAISAL	APPRAISAL 123 SYCAMORE ST	400.00
010742	3/31/2016	CITY OF MADERA	JUN 15 - MAR 16 PAYROLL / OTHER EXPS PAID BY CITY	252,380.41
010743	3/31/2016	CITY OF MADERA	CLOSING BILL 1220 NEBRASKA AVE	22.93
010744	3/31/2016	MADERA CLEANERS AND LAUNDRY INC.	MAT CLEANING	4.50
010745	3/31/2016	MADERA TRIBUNE	RIVERSIDE VILLAS AD FOR BID	368.42
010746	3/31/2016	MOORE TWINING ASSOCIATES, INC.	SOIL TESTING	1,625.00
010747	3/31/2016	SANDY'S HOUSEKEEPING & JANITORIAL	CUSTODIAL SVS FOR APRIL 2016	425.00
010748	3/31/2016	SHRED-IT USA-FRESNO	DOCUMENT SHREDDING SVS 3/14/16	94.10

BANK #1 - Union Bank Main Acct. Total

521,561.04

CITY OF MADERA REDEVELOPMENT AGENCY REPORT TO SUCCESSOR AGENCY BOARD

SUCCESSOR AGENCY MEETING OF APRIL 13, 2016

SUCCESSOR AGENCY ITEM NUMBER 3C/3D

APPROVED BY


FINANCE DEPARTMENT


SUCCESSOR AGENCY EXECUTIVE DIRECTOR


SUCCESSOR AGENCY MANAGER

Subject: Monthly Financial Reports

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

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

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

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

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015
To 03/31/2016

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 40200: Low/Mod Hsg TI Housing Asset						
Account: Revenue						
2001-8163	Interest Income - Loans	1,179.54-	1,179.54-	0.00	1,179.54	0.00
2001-8190	Rental Income	25,450.00-	25,450.00-	0.00	25,450.00	0.00
2001-8434	Grants	16,207.05-	16,207.05-	0.00	16,207.05	0.00
2001-8671	Sale of Real Estate	614,000.00-	614,000.00-	0.00	614,000.00	0.00
	NET Account: Revenue:	656,836.59-	656,836.59-	0.00	656,836.59	0.00
Account: Expense						
2001-1010	Salaries - Full-time	19,275.06	19,275.06	0.00	19,275.06-	0.00
2001-1020	Salaries - Part-time	1,312.06	1,312.06	0.00	1,312.06-	0.00
2001-1030	Salaries - Overtime	26.50	26.50	0.00	26.50-	0.00
2001-1040	Salaries - Leave Payout	2,429.31-	2,429.31-	0.00	2,429.31	0.00
2001-2000	Public Employees Retirement System	4,200.49	4,200.49	0.00	4,200.49-	0.00
2001-2002	Long Term Disability Insurance	52.37	52.37	0.00	52.37-	0.00
2001-2003	Life Insurance Premiums	12.42	12.42	0.00	12.42-	0.00
2001-2004	Worker's Compensation Insurance	1,655.63	1,655.63	0.00	1,655.63-	0.00
2001-2005	Medicare Tax - Employer's Share	275.43	275.43	0.00	275.43-	0.00
2001-2007	Deferred Compensation - Part-time	49.21	49.21	0.00	49.21-	0.00
2001-2008	Deferred Compensation - Full-time	1,565.18	1,565.18	0.00	1,565.18-	0.00
2001-2009	Unemployment Insurance Premiums	77.84	77.84	0.00	77.84-	0.00
2001-2010	Section 125 Benefit Allow.	2,395.08	2,395.08	0.00	2,395.08-	0.00
2001-3001	Gas and Electric Utilities	3,452.49	3,452.49	0.00	3,452.49-	0.00
2001-3002	Telephone and Fax Charges	248.71	248.71	0.00	248.71-	0.00
2001-3011	Advertising - Bids and Legal Notice	661.44	661.44	0.00	661.44-	0.00
2001-3018	Postage / Other Mailing Charges	37.02	37.02	0.00	37.02-	0.00
2001-3040	Contracted Services	4,665.79	4,665.79	0.00	4,665.79-	0.00
2001-3115	Taxes and Assessments	6,577.94	6,577.94	0.00	6,577.94-	0.00
2001-3120	Other Supplies	98.89	98.89	0.00	98.89-	0.00
2001-3135	Rental Property Maintenance	2,868.50	2,868.50	0.00	2,868.50-	0.00
2002-3069	Disposal Costs	14,646.40	14,646.40	0.00	14,646.40-	0.00
2002-3802	Acquisition / Demolition	264,115.62	264,115.62	0.00	264,115.62-	0.00
	NET Account: Expense:	325,840.76	325,840.76	0.00	325,840.76-	0.00
	TOTAL Fund 40200: Low/Mod Hsg TI Housing Asset:	330,995.83-	330,995.83-	0.00	330,995.83	0.00

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015
To 03/31/2016

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	1,951,305.00-	1,951,305.00-	0.00	1,951,305.00	0.00
	NET Account: Revenue:	1,951,305.00-	1,951,305.00-	0.00	1,951,305.00	0.00
Account: Expense						
3001-3135	Lease Property Maintenance	1,724.13	1,724.13	0.00	1,724.13-	0.00
3001-7000	Operating Transfer to Other Funds	3,674,588.79	3,674,588.79	0.00	3,674,588.79-	0.00
	NET Account: Expense:	3,676,312.92	3,676,312.92	0.00	3,676,312.92-	0.00
	TOTAL Fund 40300: Non Housing Tax Incr - RPTTF:	1,725,007.92	1,725,007.92	0.00	1,725,007.92-	0.00

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015
To 03/31/2016

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	107,219.92	107,219.92	0.00	107,219.92-	0.00
3501-1020	Salaries - Part-Time	7,461.05	7,461.05	0.00	7,461.05-	0.00
3501-1030	Salaries - Overtime	143.31	143.31	0.00	143.31-	0.00
3501-1040	Salaries - Leave Payout	5,575.08	5,575.08	0.00	5,575.08-	0.00
3501-2000	Public Employees Retirement System	23,356.63	23,356.63	0.00	23,356.63-	0.00
3501-2002	Long Term Disability Insurance	283.33	283.33	0.00	283.33-	0.00
3501-2003	Life Insurance Premiums	67.02	67.02	0.00	67.02-	0.00
3501-2004	Worker's Compensation Insurance	9,208.35	9,208.35	0.00	9,208.35-	0.00
3501-2005	Medicare Tax - Employer's Share	1,809.31	1,809.31	0.00	1,809.31-	0.00
3501-2007	Deferred Compensation - Part-Time	279.79	279.79	0.00	279.79-	0.00
3501-2008	Deferred Compensation - Full-time	8,538.69	8,538.69	0.00	8,538.69-	0.00
3501-2009	Unemployment Insurance Premiums	435.20	435.20	0.00	435.20-	0.00
3501-2010	Section 125 Benefit Allow.	12,951.19	12,951.19	0.00	12,951.19-	0.00
3501-3001	Gas and Electric Utilities	14,045.94	14,045.94	0.00	14,045.94-	0.00
3501-3002	Telephone and Fax Charges	1,344.69	1,344.69	0.00	1,344.69-	0.00
3501-3003	Cellular Phone and Pager Charges	917.92	917.92	0.00	917.92-	0.00
3501-3015	Publications and Subscriptions	69.00	69.00	0.00	69.00-	0.00
3501-3020	Mileage Reimbursement	936.56	936.56	0.00	936.56-	0.00
3501-3040	Contracted Services	12,785.48	12,785.48	0.00	12,785.48-	0.00
3501-3115	Taxes and Assessments	341.07	341.07	0.00	341.07-	0.00
3501-3120	Other Supplies	534.78	534.78	0.00	534.78-	0.00
3501-3130	Building Supplies, Keys and Repairs	541.56	541.56	0.00	541.56-	0.00
3501-3300	Conference/Training/Education	655.94	655.94	0.00	655.94-	0.00
	NET Account: Expense:	209,501.81	209,501.81	0.00	209,501.81-	0.00
	TOTAL Fund 57500: Administrative Allowance Fund:	84,501.81	84,501.81	0.00	84,501.81-	0.00

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015
To 03/31/2016

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 60500: Non Housing Bond Proceeds						
Account: Revenue						
5001-8201	Services for Other Agencies	900.00-	900.00-	0.00	900.00	0.00
5001-8350	Transfers In	1,344,255.92-	1,344,255.92-	0.00	1,344,255.92	0.00
	NET Account: Revenue:	1,345,155.92-	1,345,155.92-	0.00	1,345,155.92	0.00
Account: Expense						
5001-1010	Salaries - Full-time	19,275.06	19,275.06	0.00	19,275.06-	0.00
5001-1020	Salaries - Part-time	1,312.06	1,312.06	0.00	1,312.06-	0.00
5001-1030	Salaries-Overtime	26.50	26.50	0.00	26.50-	0.00
5001-1040	Salaries - Leave Payout	2,429.31-	2,429.31-	0.00	2,429.31	0.00
5001-2000	Public Employees Retirement System	4,200.49	4,200.49	0.00	4,200.49-	0.00
5001-2002	Long Term Disability Insurance	52.37	52.37	0.00	52.37-	0.00
5001-2003	Life Insurance Premiums	12.42	12.42	0.00	12.42-	0.00
5001-2004	Worker's Compensation Insurance	1,655.63	1,655.63	0.00	1,655.63-	0.00
5001-2005	Medicare Tax - Employer's Share	275.43	275.43	0.00	275.43-	0.00
5001-2007	Deferred Compensation - Part-time	49.21	49.21	0.00	49.21-	0.00
5001-2008	Deferred Compensation - Full-time	1,565.18	1,565.18	0.00	1,565.18-	0.00
5001-2009	Unemployment Insurance Premiums	77.84	77.84	0.00	77.84-	0.00
5001-2010	Section 125 Benefit Allow.	2,395.08	2,395.08	0.00	2,395.08-	0.00
5001-3001	Gas and Electric Utilities	1,898.97	1,898.97	0.00	1,898.97-	0.00
5001-3002	Telephone and Fax Charges	248.71	248.71	0.00	248.71-	0.00
5001-3040	Contracted Services	889.71	889.71	0.00	889.71-	0.00
5001-3115	Taxes and Assessments	102.39	102.39	0.00	102.39-	0.00
5001-3120	Other Supplies	98.89	98.89	0.00	98.89-	0.00
5002-3802	Acquisitions	1,600.00	1,600.00	0.00	1,600.00-	0.00
5002-3812	Riverwalk Improvement Project	281,548.19	281,548.19	0.00	281,548.19-	0.00
5002-3814	Adell Improvement Project	18,729.40	18,729.40	0.00	18,729.40-	0.00
5003-3807	Building Development Depot Building	1,560.00	1,560.00	0.00	1,560.00-	0.00
5003-3812	Adelaide Subdivision	4,975.00	4,975.00	0.00	4,975.00-	0.00
5004-3804	SouthWest Industrial Infract. Study	935.00	935.00	0.00	935.00-	0.00
5004-3811	Riverside Subdivision Storm Drain	6,303.14	6,303.14	0.00	6,303.14-	0.00
5006-3809	Wallace/Hull/Stinson/Knox Sts	93,150.00	93,150.00	0.00	93,150.00-	0.00
5012-3810	Traffic Signal-Yosemite and Elm	6,765.59	6,765.59	0.00	6,765.59-	0.00
	NET Account: Expense:	447,272.95	447,272.95	0.00	447,272.95-	0.00
	TOTAL Fund 60500: Non Housing Bond Proceeds:	897,882.97-	897,882.97-	0.00	897,882.97	0.00

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015
To 03/31/2016

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

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015
To 03/31/2016

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 80400: Debt Service Fund						
Account: Revenue						
4001-8162	Interest Income	9,303.66-	9,303.66-	0.00	9,303.66	0.00
4001-8350	Transfers In	3,549,588.79-	3,549,588.79-	0.00	3,549,588.79	0.00
	NET Account: Revenue:	3,558,892.45-	3,558,892.45-	0.00	3,558,892.45	0.00
Account: Expense						
4001-7000	Operating Transfer to Other Funds	1,344,255.92	1,344,255.92	0.00	1,344,255.92-	0.00
4002-3040	Contracted Services	1,674.10	1,674.10	0.00	1,674.10-	0.00
4002-6000	Interest Expense-Bond 1998	137,897.50	137,897.50	0.00	137,897.50-	0.00
4002-6001	Bond Principle 1998	135,000.00	135,000.00	0.00	135,000.00-	0.00
4003-3040	Contracted Services	1,648.30	1,648.30	0.00	1,648.30-	0.00
4003-6000	Interest Expense Bond 2003	364,503.13	364,503.13	0.00	364,503.13-	0.00
4003-6001	Bond Principle 2003	575,000.00	575,000.00	0.00	575,000.00-	0.00
4004-3040	Contracted Services	6,063.30	6,063.30	0.00	6,063.30-	0.00
4004-6000	Interest Expense Bond 2008	700,481.26	700,481.26	0.00	700,481.26-	0.00
4004-6001	Bond Principle-2008	460,000.00	460,000.00	0.00	460,000.00-	0.00
	NET Account: Expense:	3,726,523.51	3,726,523.51	0.00	3,726,523.51-	0.00
	TOTAL Fund 80400: Debt Service Fund:	167,631.06	167,631.06	0.00	167,631.06-	0.00
	REPORT TOTALS:	752,386.99	752,386.99	0.00	752,386.99-	0.00

*** End Of Report ***

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015
To 03/31/2016

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 10800: Code Enforcement						
Dept 414: Community Development - Code Enforcement						
Account: Revenue						
2380-8076	Abandoned Property Registration fees	3,960.00-	3,960.00-	10,000.00-	6,040.00-	39.60
2380-8203	Background Check Service Fee	700.00-	700.00-	300.00-	400.00	233.33
2380-8227	Vacant Building Ordinance	2,250.00-	2,250.00-	4,500.00-	2,250.00-	50.00
2380-8228	Graffiti Ordinance	511.24-	511.24-	0.00	511.24	0.00
2380-8551	Fines and Penalties for Violations	400,069.15-	400,069.15-	425,000.00-	24,930.85-	94.13
2380-8554	Vehicle Abatement Fee	53,517.86-	53,517.86-	48,000.00-	5,517.86	111.50
2380-8556	Foreclosure Revenues	37,375.98-	37,375.98-	45,000.00-	7,624.02-	83.06
2380-8657	Miscellaneous Revenue	671.53-	671.53-	0.00	671.53	0.00
2380-8659	Refunds and Reimbursements	245.00-	245.00-	0.00	245.00	0.00
2380-8682	Collection Recovery-Code Enf.	0.00	0.00	30,000.00-	30,000.00-	0.00
2380-8684	Cost Recovery for Weed Abatement	1,305.66-	1,305.66-	65,000.00-	63,694.34-	2.01
2381-8334	Interfund Charges - CDBG	0.00	0.00	400,000.00-	400,000.00-	0.00
NET Account: Revenue:		500,606.42-	500,606.42-	1,027,800.00-	527,193.58-	48.71
Account: Expense						
2425-1010	Salaries / Full-time	319,476.89	319,476.89	488,354.00	168,877.11	65.42
2425-1020	Salaries / Part-time	70,585.67	70,585.67	119,547.00	48,961.33	59.04
2425-1030	Salaries / Overtime	1,698.21	1,698.21	0.00	1,698.21-	0.00
2425-1040	Salaries - Leave Payout	1,798.30	1,798.30	9,241.00	7,442.70	19.46
2425-1050	Salaries / Uniform Pay	1,500.00	1,500.00	1,000.00	500.00-	150.00
2425-2000	Public Employees Retirement System	75,227.57	75,227.57	116,968.00	41,740.43	64.31
2425-2002	Long Term Disability Insurance	1,073.43	1,073.43	1,786.00	712.57	60.10
2425-2003	Life Insurance Premiums	370.15	370.15	593.00	222.85	62.42
2425-2004	Worker's Compensation Insurance	33,215.65	33,215.65	51,203.00	17,987.35	64.87
2425-2005	Medicare Tax - Employer's Share	5,874.76	5,874.76	9,959.00	4,084.24	58.99
2425-2007	Deferred Compensation / Part-time	2,392.96	2,392.96	3,545.00	1,152.04	67.50
2425-2008	Deferred Compensation / Full-time	20,806.59	20,806.59	33,573.00	12,766.41	61.97
2425-2009	Unemployment Insurance	4,122.86	4,122.86	4,188.00	65.14	98.44
2425-2010	Section 125 Benefit Allow.	104,745.78	104,745.78	172,297.00	67,551.22	60.79
2425-3001	Gas and Electric Utilities	0.00	0.00	11,000.00	11,000.00	0.00
2425-3002	Telephone and Fax Charges	2,830.29	2,830.29	7,000.00	4,169.71	40.43
2425-3011	Advertising - Bids and Legal Notices	14.95	14.95	1,000.00	985.05	1.50
2425-3014	Professional Dues	0.00	0.00	375.00	375.00	0.00
2425-3015	Publications and Subscriptions	857.88	857.88	250.00	607.88-	343.15
2425-3016	Office Supplies - Expendable	1,404.41	1,404.41	8,000.00	6,595.59	17.56
2425-3018	Postage / Other Mailing Charges	5,253.97	5,253.97	13,000.00	7,746.03	40.42
2425-3020	Mileage Reimbursement	0.00	0.00	500.00	500.00	0.00
2425-3025	Vehicle Fuel, Supplies & Maintenance	2,544.84	2,544.84	18,000.00	15,455.16	14.14
2425-3037	Weed Abatement Expense	721.00	721.00	65,000.00	64,279.00	1.11
2425-3040	Contracted Services	17,513.15	17,513.15	104,000.00	86,486.85	16.84
2425-3050	Bad Debt Expense	12.00-	12.00-	3,000.00	3,012.00	0.40-
2425-3060	Pre-employment Health Screening	174.50	174.50	0.00	174.50-	0.00
2425-3120	Other Supplies	3,995.70	3,995.70	23,500.00	19,504.30	17.00
2425-3130	Building Supplies, Keys, Repairs	255.74	255.74	3,000.00	2,744.26	8.52
2425-3138	Tool Replacement Cost	0.00	0.00	1,000.00	1,000.00	0.00
2425-3270	Settlement	0.00	0.00	370,000.00	370,000.00	0.00
2425-3300	Conference, Training, Education	621.58	621.58	7,000.00	6,378.42	8.88
2425-4002	Interfund Charges - Central Supply	705.45	705.45	600.00	105.45-	117.58
2425-4005	Interfund Charges - Vehicle Repairs	12,998.00	12,998.00	19,494.00	6,496.00	66.68
2425-4007	Interfund Charges - Vehicle Replacem	9,047.00	9,047.00	13,567.00	4,520.00	66.68
2425-4018	Interfund Charges-Computer Maint.	37,635.00	37,635.00	60,512.00	22,877.00	62.19
2425-4020	Interfund Charges - Computer Replace	9,744.00	9,744.00	14,616.00	4,872.00	66.67
2425-6002	Lease Payment	0.00	0.00	7,730.00	7,730.00	0.00
NET Account: Expense:		749,194.28	749,194.28	1,764,398.00	1,015,203.72	42.46
TOTAL Dept 414: Community Development - Code Enforcement:		248,587.86	248,587.86	736,598.00	488,010.14	33.75
TOTAL Fund 10800: Code Enforcement:		248,587.86	248,587.86	736,598.00	488,010.14	33.75

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015
To 03/31/2016

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 10865: LEA Tire Grant						
Dept 432: LEA Tire Grant						
Account: Revenue						
2427-8428	Current Year Allocation-LEA Grant	15,438.49-	15,438.49-	18,338.00-	2,899.51-	84.19
	NET Account: Revenue:	15,438.49-	15,438.49-	18,338.00-	2,899.51-	84.19
Account: Expense						
2427-1010	Salaries / Full-time	1,145.30	1,145.30	6,335.00	5,189.70	18.08
2427-2000	Public Employees Retirement System	172.90	172.90	1,621.00	1,448.10	10.67
2427-2002	Long Term Disability Insurance	4.70	4.70	23.00	18.30	20.43
2427-2003	Life Insurance Premiums	1.59	1.59	0.00	1.59-	0.00
2427-2004	Worker's Compensation Insurance	109.43	109.43	553.00	443.57	19.79
2427-2005	Medicare Tax-Employer's Share	18.89	18.89	96.00	77.11	19.68
2427-2008	Deferred Compensation/Full-time	50.50	50.50	266.00	215.50	18.98
2427-2009	Unemployment Insurance	17.21	17.21	247.00	229.79	6.97
2427-2010	Section 125 Benefit Allow.	677.19	677.19	2,221.00	1,543.81	30.49
2427-3040	Contracted Services	250.00	250.00	0.00	250.00-	0.00
2427-3120	Other Supplies	0.00	0.00	205.00	205.00	0.00
2427-3300	Conference, Training, Education	1,483.87	1,483.87	6,956.00	5,472.13	21.33
	NET Account: Expense:	3,931.58	3,931.58	18,523.00	14,591.42	21.23
	TOTAL Dept 432: LEA Tire Grant:	11,506.91-	11,506.91-	185.00	11,691.91	6,219.95-
Dept 436: Tire Amnesty Grant						
Account: Revenue						
2428-8455	Tire Amnesty Grant	52,791.00-	52,791.00-	39,649.00-	13,142.00	133.15
	NET Account: Revenue:	52,791.00-	52,791.00-	39,649.00-	13,142.00	133.15
Account: Expense						
2428-1010	Salaries / Full-time	166.08	166.08	5,280.00	5,113.92	3.15
2428-2000	Public Employees Retirement System	1,371.23	1,371.23	1,351.00	20.23-	101.50
2428-2002	Long Term Disability Insurance	1.92	1.92	19.00	17.08	10.11
2428-2003	Life Insurance Premiums	0.66	0.66	0.00	0.66-	0.00
2428-2004	Worker's Compensation Insurance	44.61	44.61	461.00	416.39	9.68
2428-2005	Medicare Tax - Employer's Share	7.71	7.71	80.00	72.29	9.64
2428-2008	Deferred Compensation / Full-time	20.64	20.64	222.00	201.36	9.30
2428-2009	Unemployment Insurance	9.00	9.00	206.00	197.00	4.37
2428-2010	Section 125 Benefit Allow.	98.51	98.51	1,851.00	1,752.49	5.32
2428-3012	Advertising - Other	1,301.89	1,301.89	4,318.00	3,016.11	30.15
2428-3040	Contracted Services	7,250.00	7,250.00	25,545.00	18,295.00	28.38
2428-3120	Other Supplies	267.20	267.20	665.00	397.80	40.18
	NET Account: Expense:	10,539.45	10,539.45	39,998.00	29,458.55	26.35
	TOTAL Dept 436: Tire Amnesty Grant:	42,251.55-	42,251.55-	349.00	42,600.55	0.00
	TOTAL Fund 10865: LEA Tire Grant:	53,758.46-	53,758.46-	534.00	54,292.46	0.00
	REPORT TOTALS:	194,829.40	194,829.40	737,132.00	542,302.60	26.43

*** End Of Report ***

REPORT TO THE CITY COUNCIL

MEETING OF: **April 13, 2016**

AGENDA ITEM NUMBER: 3E

APPROVED BY:


Executive Director


Neighborhood Preservation Supervisor

Subject: Activity Report – Code Enforcement Division

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

HISTORY/BACKGROUND

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

RECOMMENDATION

No action is required.

JET/cm

Attachment:
-Activity Report

REPORT FOR MARCH 1 – MARCH 31, 2016

Foreclosed Property Activities

	Activity	Amount
1.	Total Foreclosed Property Cases	129
2.	Monitoring (Occupied)	111
3.	Active Cases	18
*4.	Properties Sold this month and/or Closed	26
5.	Properties Registered	7
6.	Citations Issued	7

* (6) Foreclosure properties sold. Foreclosure cases closed due to cancellation of foreclosure process (20).

Code Enforcement Activities

	Activity	Total for Month	Year to Date (From 7/1/2015)
1.	Files Opened – Public Nuisance, Zoning, Vacant Building, Substandard Housing	93	797
2.	Files Closed – Public Nuisance, Zoning, Vacant Building, Substandard Housing	83	736
3.	Active Files – Public Nuisance, Zoning, Vacant Building, Substandard Housing	656	N/A
4.	Citations Issued – Public Nuisance, Zoning, Vacant Building, Substandard Housing	6	229
5.	Abandoned Vehicles Tagged (Cases Opened)	61	599
6.	Abandoned Vehicles Towed (Cases Closed)	0	19
7.	Abandoned Vehicles Removed (Cases Closed)	42	565
8.	Active Abandoned Vehicle Files	93	N/A
9.	Weed Abatement Files Opened	320	320

Anti-Graffiti Activities

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

	Activity	Total for Month	Year to Date (From 7/1/2015)
1.	Incidences Removed by Empowered Citizens/Property Owners	0	380
2.	Total Number of Empowered Citizens	3	1,838
3.	Public Presentations	4	35
4.	School Presentation (in partnership with MPD and Graffiti Abatement Team)	0	5
5.	Arrests by Madera Police Department	0	1

Accounts Receivables Activities

	Activity	Total for Month	Year to Date (From 7/1/2015)
1.	Fines/Citations, Penalties, and Enforcement Fees Levied	\$7,700.00	\$124,700.00
2.	Fines/Citations, Penalties, and Enforcement Fees Collected	\$72,296.00	\$399,546.65
3.	Registration Fees for Vacant/Abandoned Buildings and Foreclosed Properties Collected	\$835.00	\$6,210.00
4.	Removed for Collections - Fines, Penalties, Citations and Towing Fees sent to Financial Credit Network	\$0.00	\$15,977.50

Small Claims and Lien Activities

Information provided by City Attorney's Office

Type	No. of files This month	No. of files Ytd.	Amount This month	Amount Year to Date
1. Small Claims / Intercept Candidates	0	74	\$0.00	\$56,198.34
2. Lien Confirmations	2	12	\$6,216.67	\$44,472.68
3. Liens turned over to Assessor	0	0	\$0.00	\$0.00

Files currently being reviewed for appropriate action – 5

REPORT TO THE CITY COUNCIL

MEETING OF: April 13, 2016

AGENDA ITEM NUMBER: 3F

APPROVED BY:



Redevelopment Manager

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

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

HISTORY/BACKGROUND

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

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

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

Fiscal Year	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	TOTAL
2010-11	\$ 9,845	\$ 7,980	\$ 5,806	\$ 7,953	\$10,873	\$12,240	\$10,304	\$5,354	\$11,147	\$19,446	\$13,501	\$42,760	\$157,209
2011-12	\$22,646	\$35,955	\$22,782	\$42,900	\$45,553	\$71,297	\$67,720	\$64,524	\$52,238	\$23,612	\$28,641	\$45,809	\$523,678
2012-13	\$33,216	\$36,791	\$24,520	\$56,500	\$61,504	\$62,101	\$60,271	\$76,941	\$70,142	\$61,138	\$66,261	\$22,660	\$632,045
2013-14	\$73,253	\$41,445	\$40,692	\$116,589	\$58,036	\$47,573	\$94,700	\$64,214	\$18,911	\$31,682	\$51,773	\$9,043	\$647,915
2014-15	\$12,262	\$60,675	\$171,037	\$38,146	\$129,213	\$37,074	\$11,836	\$27,967	\$144,602	\$29,078	\$75,658	\$8,867	\$753,645
2015-16	\$27,183	\$83,589	\$2,393	\$88,406	\$34,598	\$26,218	\$16,834	\$88,144	\$76,912				\$444,277

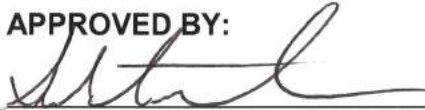
RECOMMENDATION

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

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

BOARD MEETING OF: April 13, 2016
AGENDA ITEM NUMBER: 3G

APPROVED BY:



Neighborhood Outreach Coordinator



Executive Director

Subject: Update on Neighborhood Outreach Activities.

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

History/Background:

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

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

I. National Night Out (NNO) follow-up

- a. Our team is working on selecting a time, date, and location to host our second Neighborhood Watch Leaders meeting to discuss NNO 2016.
- b. The National Night Out Planning Committee had its first meeting on Tuesday, April 5th. The committee started discussing the foundational and organizational structure of NNO 2016.
- c. This year, the MUSD has been invited to participate in it and to play an important role by engaging the MUSD Trustees.

II. Neighborhood Meetings:

- a. March Meeting
 1. Date: March 3, 2016; Location: Sultana Neighborhood; Time: 6 P.M. to 7 P.M.
 2. Date: March 29, 2016; Location: North N Street; Time: 6 P.M. to 7 P.M.
 3. Date: March 31, 2016; Location: Rosewood Ct; Time: 6 P.M. to 7 P.M.

b. Upcoming Meetings

i. April Meetings

1. Date: April 07, 2016; Location: Deerwood Street; Time: 6 P.M. to 7 P.M.
2. Date: April 14, 2016; Location: Cedar Creek Drive; Time: 6 P.M. to 7 P.M.
3. Date: April 19, 2016; Location: Persimmon Street; Time: 6 P.M. to 7 P.M.
4. Date: April 21, 2016; Location: Stanford Street; Time: 6 P.M. to 7 P.M.
5. Date: April 23, 2016; Location: Sonora Ave; Time: 1 P.M. to 7 P.M.

III. Curb Stripe Initiative

a. March Promotion

- i. Date: March 18, 2016; Location: Capistrano Neighborhood; Time: 5 P.M. to 7 P.M.
- ii. Date: March 31, 2016; Location: Sonora Neighborhood; Time: 5 P.M. to 7 P.M.

b. April Promotion

- i. Date: April 4, 2016; Location: Venturi Neighborhood; Time: 10 A.M. to 12 P.M.
- ii. Date: April 4, 2016; Location: Elm Neighborhood; Time: 5 P.M. to 6 P.M.
- iii. Date: April 6, 2016; Location: Persimmon Neighborhood; Time: 2 P.M. to 3 P.M.
- iv. Date: April 6, 2016; Location: Lacreata Neighborhood; Time: 3 P.M. to 4 P.M.

IV. Outreach Activities:

a. Madera Community College Spring Extravaganza

- i. We set up a booth to advertise Neighborhood Watch, National Night Out, and to promote the Voter Registration on March 17th from 10 A.M. to 2 P.M.

b. Cesar Chavez Day

- i. We had an informational booth at Cesar Chavez Elementary School to primarily speak with Spanish-speaking families about our programs.

c. Noon Rotary

- i. The outreach staff attended an event at the Noon Rotary with Councilman Charles to promote the Curb Stripe Initiative.

d. Republican Women

- i. On March 24th, Councilman Charles and the outreach staff attended the Republican Women monthly meeting to share the Curb Stripe Initiative with their club members.

e. Voter Registration Drive with Madera Votes 2016

- i. The Outreach Team met with the Madera Votes Group to discuss possible Voter Registration Drives.
- ii. On Sunday, March 27th we had a Voter Registration Drive at the Madera Flea Market, whereby we registered 75 people.
- iii. At Cesar Chavez Day, April 2nd, and at the Madera Community College Extravaganza, March 17th, we promoted the Voter Registration and passed out forms to people.

V. Established Community Partnerships:

- a. Community Partnership March meeting:

- i. We have settled on making a monthly Community Calendar Video to promote the events participating agencies are hosting on a month-to-month basis.
- b. Transforming Our City
 - i. We had a meeting on March 3, 2016. The conversation about identifying key leaders is still ongoing. We also discussed the implementation of the Curb Stripe Campaign.
- c. SCORE
 - i. The Outreach Team in coordination with SCORE organized a seminar entitled "Are you ready for a Loan?" to educate small-business merchants about getting a bank loan to grow their businesses.
- d. Madera Downtown Association
 - i. On March 9th the group met in the RDA to discuss the updates on the social media advertising we are currently planning.
 - ii. We are working with the board on ways to enhance traffic productivity in the downtown area.

VISION 2025 LINKAGE

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

RECOMMENDATION

This report is merely informational. No action is required.

REPORT TO THE SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY

BOARD MEETING OF: April 13, 2016

AGENDA ITEM NUMBER: 3H

APPROVED BY:



Executive Director



Redevelopment Manager

Subject: CONSIDERATION OF A RESOLUTION APPROVING AN INCREASE IN THE CONSTRUCTION CONTINGENCIES FOR THE RIVERWALK DRIVE IMPROVEMENT PROJECT CITY OF MADERA PROJECT NO. ST 10-03 AND APPROVING CHANGE ORDER NO. 2 FOR INSTALLATION OF SEWER MAIN IMPROVEMENTS AND SEWER LATERALS TO SERVICE REDEVELOPMENT AGENCY PARCELS PROPOSED FOR DEVELOPMENT AND INSTALLATION OF A BOUNDARY FENCE AND AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 10%

Summary: The Successor Agency will consider a resolution approving increase in construction contingencies and Change Order No. 2 for the Riverwalk Drive Improvement Project

HISTORY/BACKGROUND

It is requested that the Successor Agency to the former Madera Redevelopment Agency approve an increase to the project's construction contingency for two items in the amount of \$340,586. The construction of a sewer main system including laterals needed to serve the proposed Successor Housing Agency to the Former Madera Redevelopment Agency (SHA), Planned Unit Development (PUD) parcels located within the project limits and the construction of a 4 foot chain link boundary fence along the SHA parcels. The work is required to be done prior to the completion of the project. The project funding is included in the approved Successor Agency's 15-16A&B and 16-17 ROPS. It is staff's recommendation that the project contingency be increased to cover the cost of the additional work in Contract Change Order No. 2. and authorize additional construction contingency of up to 10%.

DISCUSSION:

The original project estimate was \$1.5 million. The contract for the Riverwalk Drive Improvement Project was awarded on December 9, 2015 to Avison Construction, Inc. in the amount of \$1,027,169. At the time of project award, the Successor Agency approved a contingency allowance allowing the City Engineer to approve change orders within the project scope and limits that could potentially increase the contract up to an additional 10%. In consideration of work that is necessary for completion of the project, the additional work will exceed the 10% contingency currently approved for the project.

The current project consists of constructing a new street, Riverwalk Drive, which will serve the proposed residential-planned unit development and the existing neighborhood providing access from A Street and C Street adjacent to the Fresno River.

The residential development requires that underground utilities water, sewer and storm drain be provided. New water system and storm drain facilities are being provided by the project.

However, a recent analysis of the existing sewer pipeline system that was to provide service to the redevelopment area showed that it is too shallow and undersized to be utilized for sewer services of the newly created parcels. The existing sewer mains need to be replaced and the sewer service laterals installed for the proposed development of the PUD parcels.

The proposed 4 foot fence will serve as a boundary and safety fence for the PUD that will front the Fresno River. The fence will also provide protection for the landscaping of Fresno River frontage that is included in this project.

SITUATION

Change Order No. 1 in the amount of \$13,733.15 was previously approved for the project.

Change Order No. 2 is in the amount of \$309,623.35:

Boundary Fence

1.	Chain Link Fence (1214 linear feet)	-	\$39,455.00
2.	12"x12" Concrete Mowstrip (1214 linear feet)	-	<u>\$33,992.00</u>
Total of Boundary Fence			\$73,447.00

Sewer Main System & Laterals

1.	Mobilization	-	\$ 4,682.50
2.	8" Tie-in to Sewer Main	-	\$10,327.10
3.	8" Sewer Main (2260 linear feet)	-	\$96,637.60
4.	Sewer Manholes (14 each)	-	\$54,541.48
5.	4" Sewer Laterals (19 each)	-	\$21,430.10
6.	Sewer Cleanouts (19 each)	-	\$ 8,368.93
7.	Trench Restoration	-	\$37,084.20
8.	Traffic Control	-	<u>\$ 3,104.44</u>
Total of Sewer Main & Laterals			\$236,176.35

Total of Change Order No. 2 - \$309,623.35 to be approved for the Riverwalk Drive Improvement Project.

RECOMMENDATION

Adoption of a Resolution:

- a. Approving an increase in construction contingencies for the Riverwalk Drive Improvement Project City of Madera Project No. ST 10-03.
- b. Approving Change Order No. 2 for installation of sewer main improvements and sewer laterals to service Successor Agency to the former Madera Redevelopment Agency Parcels Proposed for Development and Installation of a Boundary Fence.

JET:bw

Attachments:

-Resolution

-Change Order No. 2

RESOLUTION NO. SA 16-__

CONSIDERATION OF A RESOLUTION APPROVING AN INCREASE IN THE CONSTRUCTION CONTINGENCIES FOR THE RIVERWALK DRIVE IMPROVEMENT PROJECT CITY OF MADERA PROJECT NO. ST 10-03 AND APPROVING CHANGE ORDER NO. 2 FOR INSTALLATION OF SEWER MAIN IMPROVEMENTS AND SEWER LATERALS TO SERVICE REDEVELOPMENT AGENCY PARCELS PROPOSED FOR DEVELOPMENT AND INSTALLATION OF A BOUNDARY FENCE AND AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 10%

WHEREAS, the Riverwalk Drive Improvement Project City of Madera Project No. ST 10-03, is approved in the Successor Agency ROPS 15-16A&B and 16-17; and

WHEREAS, funds are available from the Successor Agency Fund 60500 for the project; and

WHEREAS, the additional contingency is necessary to complete the construction of improvements required for the Successor Agency's proposed "Planned Unit Development" located within the Riverwalk Drive Project limits.

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 Successor Agency Funds in the 15-16A&B and 16-17 ROPS for the increase of construction contingencies in the amount of \$340,586 to the Riverwalk Drive Improvement Project City of Madera Project No. ST 10-03, are hereby approved.
3. Approval of Change Order No. 2 in the amount of \$309,623.35 with Avison Construction, Inc. for additional construction identified in Change Order No. 2. A copy of which is on file with the Successor Agency Secretary.
4. This resolution is effective immediately upon adoption.



**CITY OF MADERA
ENGINEERING DIVISION**

CHANGE ORDER NO. 2

Date:	4-7-2016
Notice to Proceed:	1-25-2016
Date Started:	1-25-2016
Contract Completion Date:	4-25-2016
Revised Completion Date:	5-15-2016

Project Name & No. RIVERWALK DRIVE IMPROVEMENT PROJECT No. ST 10- 03

CITY OF MADERA

Contractor: Avison Construction

The following changes are hereby made to the Contract Documents.

Justifications:

Additive Items

CCO #	Item No.	Description	Amount	Completion Date
2	2-1	Additional cost to install 1,214 linear feet of chain link fence between Riverwalk Drive and Fresno River.	\$ 39,455.00	
	2-2	Additional cost to install 1,214 linear feet of mowstrip between Riverwalk Drive and Fresno River.	\$ 33,992.00	
	2-3	Additional cost for mobilization for the installation of sewer services and laterals along Riverwalk Drive to service future properties	\$ 4,682.50	
	2-4	Additional cost to install 8" tie-in to sewer main for the installation of sanitary sewer line and laterals along Riverwalk Drive to service future properties	\$ 10,327.10	
	2-5	Additional cost to install 2,260 linear feet of 8" sanitary sewer line along Riverwalk Drive to service future properties	\$ 96,637.60	
	2-6	Additional cost to install 14 sewer manholes for the installation of sanitary sewer line and laterals along Riverwalk Drive to service future properties	\$ 54,541.48	
	2-7	Additional cost to install 4" sanitary sewer laterals along Riverwalk Drive to service future properties	\$ 21,430.10	
	2-8	Additional cost to install 19 sewer cleanouts for the installation of sanitary sewer line and laterals along Riverwalk Drive to service future properties	\$ 8,368.93	
	2-9	Additional cost for trench restoration for the installation of sanitary sewer line and laterals along Riverwalk Drive to service future properties	\$ 37,084.20	
	2-10	Additional cost for traffic control for the installation of sanitary sewer line and laterals along Riverwalk Drive to service future properties	\$ 3,104.44	
	2-11	Additional 20 days requested to complete work for CCO 2	20	
Total Additive Amount - - - -			\$ 309,623.35	
Total Deductive Amount - - - -			\$ -	
Total CCO 2 Amount - - - -			\$ 309,623.35	

CHANGES IN CONTRACT AMOUNT	
Change to Contract Price (Additive)	\$309,623.35
Change to Contract Price (Deductive)	\$0.00
Original Contract Price	\$1,027,169.00
Previous Change Orders	1
Previous Change Order Amount	\$13,733.15
Current Contract Price	\$1,040,902.15
New Contract Price Due to Change Order No. 2	\$1,350,525.50

CHANGES IN CONTRACT TIME & SCHEDULE	
Change to Contract Time (Additive) (Work Days)	20
Original Contract Amount (Work Days)	90
Previous days Added by Previous Change Order (Work Days)	0
Current Contract Time (Work Days)	90
Original Contract Expiration Date	4-25-2016
Revised Contract Time due from CCO No: 2 (Work Days)	110
Revised Contract Expiration Date:	May 15, 2016

Recommended By:

Ellen Perry
Construction Inspector II

Signature and Date

Ordered By:

Jerry Martinez
Project Resident Engineer

Signature and Date

Accepted By:

Avison Construction

President


Signature and Date

4/7/16

APPROVED::

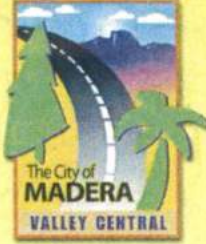
Bob Wilson,
Redevelopment Manager

Signature and Date

APPROVED::


Kelth Brent Helmuth, P.E.
City Engineer

Signature and Date

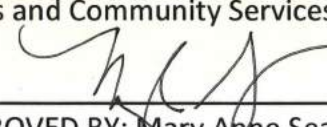


REPORT TO CITY COUNCIL

COUNCIL MEETING OF April 13, 2016
AGENDA ITEM NUMBER 3I



PREPARED BY: John Scarborough, Park Planning Manager
Parks and Community Services



APPROVED BY: Mary Anne Seay, Director
Parks and Community Services



APPROVED BY: David Tooley, City Administrator

SUBJECT:

CONSIDERATION OF A RESOLUTION APPROVING AN AGREEMENT WITH THE PUBLIC RESTROOM COMPANY FOR THE PURCHASE OF A SELF ENCLOSED MODULAR RESTROOM FACILITY FOR THE CENTENNIAL PARK PLAYGROUND PROJECT AND AUTHORIZING THE MAYOR TO SIGN ON BEHALF OF THE CITY

RECOMMENDATION:

Staff recommends Council adopt the Resolution approving the Agreement with the Public Restroom Company (PRC). This Agreement will provide for the purchase and installation of a self-contained modular restroom facility to be installed as a component of the inclusive playground project at Centennial Park. Staff further recommends Council authorize the Mayor to sign on behalf of the City.

SUMMARY AND DISCUSSION:

In both January of 2014 and 2015, City Staff submitted applications to the California Department of Housing and Community Development (HCD) for Housing Related Parks Program (HRPP) grants to fund local parks projects. The City of Madera was awarded resources in both cycles for a total grant award of \$826,250. \$731,250 was awarded in 2014 for the 2013 cycle and \$95,000 was awarded in 2015 for the 2014 Cycle.

The HRPP resources are being used for two separate projects: the Knox Park Project and the addition of Inclusive Play Features complete, with sorely needed exterior restrooms, at Centennial Park. Original plans were more expansive at Knox Park and included a second project at the Sherwood and D Street ponding basin. The latter project was ultimately abandoned due to the unwillingness of a property owner to sell a key .8 acre parcel of property. The parcel is adjacent to the ponding basin and was the land upon which the park would have been built. At the April 1, 2015 City Council Meeting, Council considered options to replace the Sherwood and D Street Project and directed staff to proceed with design and construction of an inclusive playground feature at Centennial Park. California's HCD did not officially approve amendments for the projects in writing until October of 2015. Since then, the Knox Park Project moved smoothly through the design process and is currently under construction and the design for the Inclusive Play Feature Project has been completed. Staff is moving the latter project into the construction phase.

The HRPP grants come with tight deadlines in that all funds awarded in 2014 (for the 2013 cycle) must be expended by June 30, 2016 or returned to the State. Because the City needed to amend originally envisioned projects, this deadline is extremely tight, particularly given that written approval for project amendments were not provided until October of 2015. In order to spend down allocated funds prior to this deadline, staff intends to purchase amenities such as playground equipment, fall surfacing material and a modular restroom facility prior to awarding a construction Agreement for site development and installation of some of these components. The restroom facility for the project is a self contained modular unit that is constructed off-site and delivered and set in place as a finished unit. Once in place, the restroom is connected to City sewer, water and electrical services. The construction delivery, and initial setup of the facility is facilitated by the manufacturer; the PRC.

Staff has negotiated the lowest possible price for the restroom facility (\$97,130) utilizing the recently approved BuyBoard Cooperative Purchasing Agreement. With added 5% contingency of \$4,857, total Agreement price is \$101,987. Upon approval, staff is prepared to enter into a Agreement with the PRC for construction and installation of the amenity. Staff recommends Council adopt the Resolution approving the Agreement with the Public Restroom Company.

FINANCIAL IMPACT:

While State HRPP funding will provide for the purchase and installation of the restroom, a very small negative financial impact to the General Fund may occur as a result of on-going custodial and maintenance activities associated with the new restroom. The potential for sending resources back to the State's HCD Department is a key motivating factor for building this project in this fashion.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommended actions are consistent with the following Vision Strategies and Actions:

Strategy 113 Promote greater accessibility to City facilities and services to meet the

needs of various cultural, socio-economic and disabled groups.

Action 314.2

Continue and expand facilities for youth-at-risk.

Strategy 411

Recreational Opportunities: Enhance and expand recreational activities available to Maderans.

Strategy 414

Neighborhood Parks: Ensure recreational availability by providing a park in close proximity to every neighborhood.

Strategy 404

Community Wellness: Promote increased community wellness.

RESOLUTION NO. 16 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MADERA, CALIFORNIA, APPROVING A AGREEMENT WITH
THE PUBLIC RESTROOM COMPANY FOR THE PURCHASE OF
A SELF ENCLOSED MODULAR RESTROOM FACILITY FOR
THE CENTENNIAL PARK PLAYGROUND PROJECT AND
AUTHORIZING THE MAYOR TO SIGN ON BEHALF OF THE
CITY**

WHEREAS, the City of Madera has need of additional park space and recreational facilities; and

WHEREAS, the City of Madera was awarded California Department of Housing and Community Development (HRPP) funding to expand park space and recreational opportunities; and

WHEREAS, the City desires to have a modular restroom facility constructed and installed as part of an inclusive playground project at Centennial Park; and

WHEREAS, The City wishes to enter into a Agreement with the Public Restroom Company to manufacture and install a modular restroom facility; and

WHEREAS, said Agreement is in the best interests of the Community.

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

1. The above recitals are true and correct.
2. The Agreement with the Public Restroom Company for the construction and installation of a modular restroom facility, a copy of this is on file in the office of the City Clerk and referred to for particulars, is approved.
3. The Mayor is authorized to sign the Agreement on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.

AGREEMENT WITH PUBLIC RESTROOM COMPANY, FOR CONSTRUCTION & INSTALLATION OF A MODULAR RESTROOM FACILITY

This Agreement made and entered into this day of April 14th, 2016 between the City of Madera, a municipal corporation of the State of California, hereinafter called "CITY", and Public Restroom Company, located in Minden, Nevada, hereinafter called "CONTRACTOR".

WITNESSETH

WHEREAS, CITY plans to construct a Inclusive Playground with adjacent modular restroom facility at Centennial Park hereinafter called "the Project"; and

WHEREAS, CITY needs the services of a professional firm to construct and install a modular self contained restroom facility; and

WHEREAS, CONTRACTOR'S staff is qualified and licensed to provide the required professional services and CITY desires to hire CONTRACTOR for such purposes.

NOW THEREFORE:

The parties hereto mutually agree as follows:

1. SCOPE OF WORK:

CONTRACTOR shall provide needed resources for the Project to perform the services set forth in EXHIBIT A – "Centennial Restroom Proposal- Madera-Ref 9654" attached hereto and incorporated herein by reference. CONTRACTOR shall comply with all CITY policies and procedures.

2. COMPENSATION

The CONTRACTOR shall be paid for labor and materials per costs as described in Exhibit A in the amount of Ninety Seven Thousand One hundred Thirty Dollars (\$97,130)

3. LICENSING

CONTRACTOR shall hold a valid California Contractors License Classification "B" and a valid City of Madera Business License through the entirety of this agreement.

4. EXTRA SERVICES:

Extra services not contemplated hereunder, as set forth in Exhibit A or for such services beyond the control of the CITY or CONTRACTOR, may be specifically requested in writing by CITY or CONTRACTOR. upon mutual agreement of the requested extra services.

5. AUDITS, RECORDS AND INSPECTIONS ACCESS:

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government Code 8546.7; the CITY and CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement.

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

6. LIABILITY 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 by the CONTRACTOR, his agents, representatives, or employees.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG0001).
2. Insurance Service Office form number CA 0001 (Ed. 10/01) covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4. Errors and Omissions liability insurance appropriate to the consultant's profession. CONTRACTOR'S coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Insurance: \$1,000,000 per accident for bodily injury and property damage.

3. Worker's Compensation Insurance and Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

4. Professional Liability (Errors & Omissions): \$2,000,000 aggregate with a deductible not to exceed \$250,000, except that a higher deductible may be approved with appropriate documentation acceptable to the City's Risk Manager.

C. Deductibles and Self Insured Retentions

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

D. Other Insurance Provisions

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

1. The City, its officers, officials, employees and designated volunteers are to be covered as additional insured's as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR.

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

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

E. Acceptability of Insurers

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

7. OWNERSHIP OF DOCUMENTS:

The responsible Professional CONTRACTOR shall stamp and sign all documents and reports and other CONTRACTOR reports furnished by CONTRACTOR and, where appropriate, indicate their registration number.

If the Agreement is terminated at any time, the CONTRACTOR shall submit all project related documents, deliverables and correspondence whether in complete form, draft form or in progress. These items shall become the sole property of the CITY which may use them without restriction or limitation of their use to complete the Project.

Upon completion and acceptance of the Project, all documents required in performing services under this Agreement shall, be submitted to, and will automatically be vested as the sole property of CITY and no further agreement will be necessary to transfer ownership to the CITY.

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

8. CONFIDENTIALITY OF DATA:

All financial, statistical, personal, technical, or other data and information relative to the CITY'S operations, which are designated confidential by the CITY and made available to the CONTRACTOR, in order to carry out this Agreement, shall be protected by the CONTRACTOR from unauthorized use and disclosure. Permission to disclose information on one occasion, or public hearing held by the CITY relating to this Agreement, shall not authorize the CONTRACTOR to further disclose such information or disseminate the same on any other occasion.

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

9. TIME OF COMPLETION:

A. Based on a Notice to Proceed date of April 14, 2016, CONTRACTOR services shall be completed within 120 calendars days. This agreement may be extended by mutual written consent.

10. TERMINATION OF AGREEMENT:

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

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

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

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

11. APPROVAL:

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

12. HOLD HARMLESS:

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

13. RESPONSIBILITY FOR OTHERS:

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

14. PROFESSIONAL RESPONSIBILITY:

CONTRACTOR shall be obligated to comply with applicable standards of professional care in the performance of the CONTRACTOR'S Services as outlined in Exhibit A.

15. PARTIES BOUND BY AGREEMENT:

This Agreement shall be binding upon CITY, CONTRACTOR, and their successors in interest, legal representatives, executors, administrators and assigns with respect to all covenants as set forth herein. CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to the Agreement shall be subcontracted, assign, or transfer any of the work except that which is expressly identified in the approved Exhibit A attached hereto this Agreement.

16. COMPLETE AGREEMENT OF PARTIES:

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

17. ASSIGNMENT WITH APPROVAL:

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

18. INDEPENDENT CONTRACTOR:

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

Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to CITY employees. CONTRACTOR shall be

solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, CONTRACTOR shall be solely responsible and hold CITY harmless from all matters relating to payment of CONTRACTOR'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 CONTRACTOR may be providing services to others unrelated to CITY or to this Agreement.

19. CONFLICT OF INTEREST

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

The CONTRACTOR hereby certifies that neither the CONTRACTOR, its employees, nor any firm affiliated with the CONTRACTOR providing services on this Project, prepared the Plans, Specification, and Estimates for any construction contract included within the Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise. The CONTRACTOR further certifies that neither the CONTRACTOR, nor any firm affiliated with the CONTRACTOR, will bid on any construction subcontracts included within the construction contract. Additionally, CONTRACTOR certifies that no person working under this Agreement is also employed by the construction contractor for any project included within this Agreement.

20. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

21. GOVERNING LAW:

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

22. AMENDMENTS:

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

23. COMPLIANCE WITH LAWS AND WAGE RATES:

CONTRACTOR shall comply with all Federal, State, and local laws, ordinances, regulations and provisions applicable in the performance of CONTRACTOR'S services. This includes compliance with prevailing wages and their payment in accordance with California Labor Code, Section 1775. CONTRACTOR may use professional practices and standards regarding the interpretation of these laws.

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

24. CONTRACTOR'S LEGAL AUTHORITY:

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

25. NOTICES:

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

CITY OF MADERA

Parks Division

701 E 5th Street

Madera, CA 93638

Attn: John Scarborough

CITY

PUBLIC RESTROOM COMPANY

2587 Business Parkway

Minden, Nevada 89423

Los Angeles, CA 90071

Attn: Charles E. Kaufman, President

CONTRACTOR

26. COVENANT AGAINST CONTINGENT FEES

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

27. SOLE AGREEMENT:

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

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

* * * * *

CITY OF MADERA

By: _____
Robert L Poythress, Mayor

PUBLIC RESTROOM COMPANY

By: Chas E Kauf
Charles E. Kaufman, President
48-1289691
Taxpayer I.D. Number

APPROVED AS TO FORM:

By: _____
Brent Richardson, City Attorney

ATTEST:

By: _____
Sonia Alvarez, City Clerk

ATTACHMENTS

EXHIBIT A **SCOPE OF SERVICES AND FEES**



EXHIBIT A

Building Better Places To Go.SM

Price Proposal: Centennial Restroom - Madera, CA – Ref 9654
Date: February 12, 2016
BuyBoard Contract: 423-13

Our Offer to Sell (Two Separate Bids):

1. **Base Building with Covered Entry Delivered to Site Only @ \$67,570** *Cu*
Public Restroom Company herein bids to *furnish (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention. (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)*
 - a. Add Stone Wainscot @ \$5,544
 - b. Add Lap Siding above Wainscot @ \$8,295 *Cu*
2. **Installation Offer: Turnkey Installation of the Building above @ \$15,721 with retention** *Cu*
allowed.
Public Restroom Company also includes in this two part quotation our turnkey installation package for this building. Our national factory authorized installation team will:
 - a. Arrive onsite to confirm and verify the general contractor provided scope of work in preparation for installation including access to the site.
 - b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
 - c. Excavate the utility trenches for placement of our prefabricated underground piping tree for plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand you provide to us alongside the building pad and screed it level for final building placement. We will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
 - d. Set the building on the site pad.
 - e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.
3. **General Final Tie In of Utilities and other site work:**
The exterior utility connections for water, sewer and electrical 6' or less from the footprint of the building are by general.
4. **Total Cost of building with all options plus installation @ \$ 97,130** *Cu*

OWNER SCOPE OF WORK WITH/WITHOUT FOOTINGS:

Owner Scope of Work Background:

Owner shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

Preparation of Building Pad:

Owner is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and if required the footings, attached to this scope of work.

Subgrade Pad/Foundation Requirements:

1. Owner shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so PRC can cut the utility trenches, install underground utilities, and screed sand.

Owner verification of site access to allow Building Delivery:

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner.
5. If unseen obstacles are present when site installation begins, it is the Owner's responsibility to properly mark them and verbally notify PRC before installation.

Installation Notice and Site Availability:

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner shall make the site available during the delivery period. During the delivery period, on an improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution:

If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner shall sign the change order before we will continue delivery.

Public Restroom Company will "turn-key" set the buildings including the hook up of utilities inside the building (only) when they are available. PRC will use its own factory trained staff for the installation.

Utility Connections:

1. The Owner is responsible for flushing all water service lines before final connection.
2. The Owner is responsible for the final connections of water, sewer, and electrical at the exterior of building POC's.
3. PRC provides a POC for water, a POC DWV waste line with a clean out your service connection, and an electrical schedule 80 PVC sleeve at an exterior POC.
4. PRC provides and connects the interior building utility connections and the Owner or their subcontractor makes the exterior connections to POC's for services.

Special Conditions, Permits, and Inspection Fees:

Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:

Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:

Our In Plant/Off-Site Construction Scheduling System:

PRC has several off-site manufacturing centers in the United States, strategically located, that have the proper equipment and trained staff to fabricate our custom buildings to our high quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials, which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these special parts or chemicals. We then schedule the in plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

Special Payment and Billing Terms:

We will invoice for our design, engineering, and architectural plans upon our submittal to you. Then, we invoice on a monthly in plant percentage of completion supported by photographs, State third party inspection reports, and State certification.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

Delivery and Installation:

Site Inspection:

PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

Installation:

PRC will install the building turn-key, except for any exclusion (listed under "Exclusions," herein.)

Installation of Utilities Under the Prefabricated Building:

We fabricate off-site an underground utilities (water, and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will set the underground tree in the excavated trench (excavation by general to the proper depth per local code) into code depth excavated trenches and our staff will install the coarse concrete sand to bed the piping per our submitted drawing..

Your utility POC's start nominally 6' from the building footprint where we pick up the task and connect your services to the building stub downs. We provide all the under slab piping (including the driven electrical ground rod or lightning rod, if applicable.) The General brings utility services to within 6' of the pad.

Connection of Utilities Post Building Placement:

After placement of the building on the pad by PRC, our field staff will tie in the water and sewer connection "inside" the building only and terminate at a point of connection (POC) outside the building clearly marked for each utility service. The Owner is responsible for final utility point of service connections at the nominal 6' from building locations.

Electrical:

PRC provides the electrical conduit to the POC 6' from the building. The Owner pulls the wire and ties it off on the electrical panel.

Plumbing:

PRC provides the POC up to 6' from the building footprint and the Owner connects the water to our stub out location.

Sewer:

Some sites depending on the local jurisdiction will require an outside house trap which Owner shall install if needed. PRC will provide you with a sewer point of connection including a clean out to which Owner will terminate the site sewer service.

Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:

Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:

PRC estimates a 120 day schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals from all authorities required to approve them.

Exclusions/Exceptions:

1. Access issues for delivery of the building when the owner has not provided a proper path to the final site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes,

berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. Traffic control requirements are coordinated by the Owner.

2. Any trench plates needed for protection of site soils, sidewalks, or site utilities.
3. Sidewalks outside the building footprint.
4. Survey, excavation, and installation of the building pad and footings (if required) per our attached plans.
5. Soil conditions not suitable for bearing 1500 psf.
6. Improper water pressure, an undersized meter, or improper water flow to the building.
7. Building chlorination is by owner.
8. Bonds, building permits, site survey, special inspection fees, minor trash removal, final utility connections, minor plumbing leaks if water is not available when building site work installation is complete, site soils or improvements if damaged during installation, landscaping.
9. Our crane costs, which are included herein, are based on a maximum 35' radius from the center pin of the crane to center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to you.
10. The Owner shall be responsible for minor site debris removal or a location for placement on site (nominally one pickup truck of shipping materials).

Insurance and Prevailing Wage Certification:

PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

Special Insurance to protect the Building before acceptance:

As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we provide a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. The policy provides the owner as additional insured during this period.

PRC provides the Owner a policy rider to cover the building while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy covers each building module (section) for up to \$200,000. This exceeds the cost of any building module we have offered for sale herein.

Errors and Omissions Insurance:

Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to \$2,000,000 per occurrence.

and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

WARRANTY

PUBLIC RESTROOM COMPANY (Company) herein warrants that all work under this contract will be free from faulty materials and improper workmanship, except from proper and usual wear, and agrees to replace or repair, without cost to the Owner, all work found to be improper or imperfect, upon proper notice to the address stated below. Our Warranty is valid for 5 years from date of acceptance but shall be extended to 20 years for structural failure.

Our extended warranties shall have no effect on any required Performance and Payment Bonds whose Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

Our warranty is enforceable only if all work performed by Company has been fully paid, including change orders, if applicable. Company has no responsibility for vandalism, neglect, abuse, or improper maintenance of the final completed building.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness. There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

Term of Offer to Sell and Owner's Acceptance:

This offer is valid for acceptance within 30 days, or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final owner approval of our submittals and receipt of a contract or a purchase order/contract.

Special Notice of Possible Project Cost Increases as a Result of Late Payments:

In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the

contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

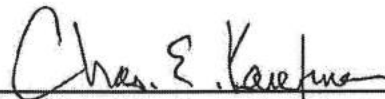
Venue for Contract Jurisdiction:

Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

No modifications to this offer shall be authorized unless confirmed in writing by the President of PRC.

Price Proposal: Centennial Restroom - Madera, CA – Ref 9654
Date: February 12, 2016
BuyBoard Contract: 423-13

Offered by: Public Restroom Company by



Charles E. Kaufman, President

This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

Accepted by:

Authorized Signature

Date

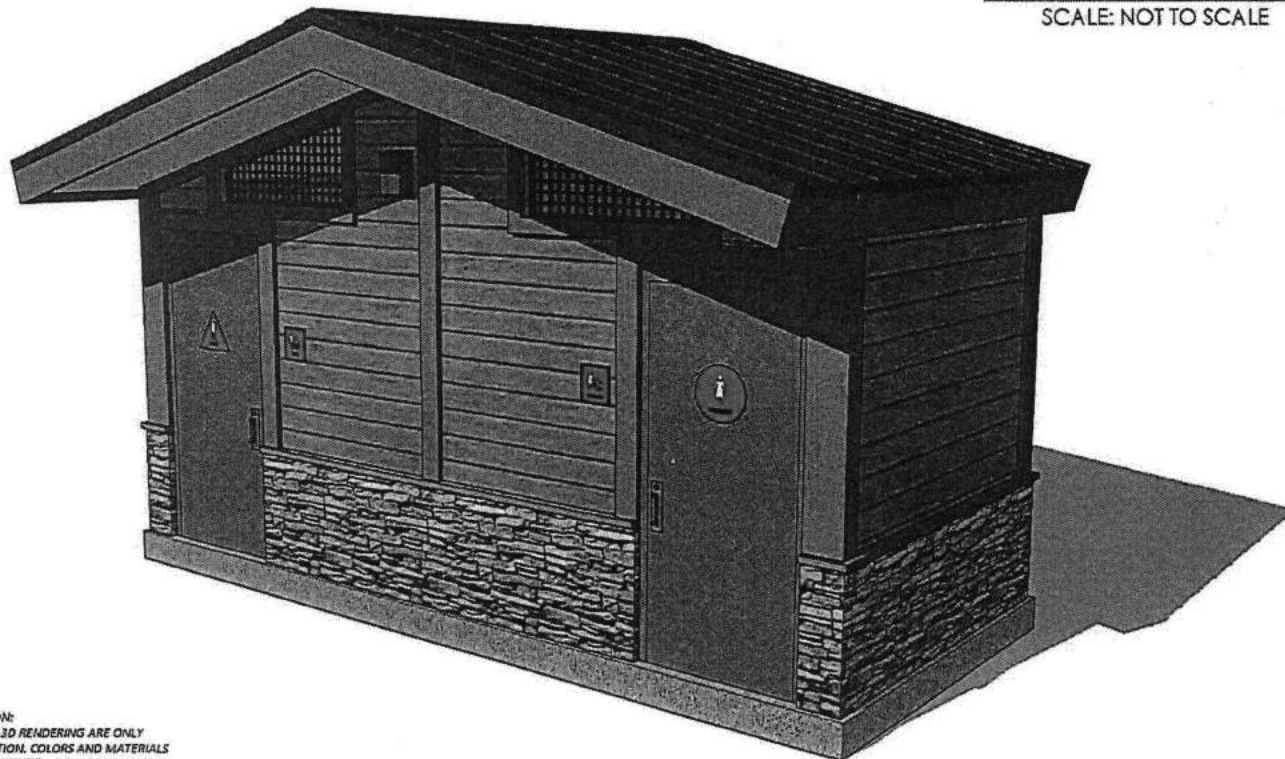
Printed Name

Legal Entity Name and Address

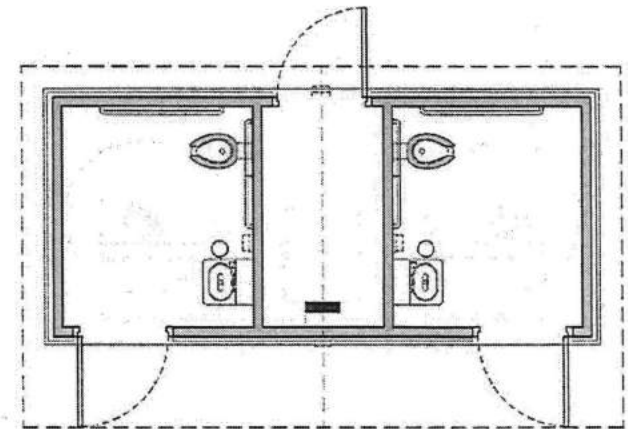
**PUBLIC
RESTROOM
COMPANY**
Building Better Places To Go.™
2507 BUSINESS PARKWAY
MINDEN NEVADA 89423
P: 888-888-2060
F: 888-888-1448

CENTENNIAL PARK – OPTION 1
MADERA, CA
RESTROOM BUILDING

ARTIST IMPRESSION:
ENTOURAGE AND 3D RENDERING ARE ONLY
FOR REPRESENTATION. COLORS AND MATERIALS
ARE SUBJECT TO CHANGE

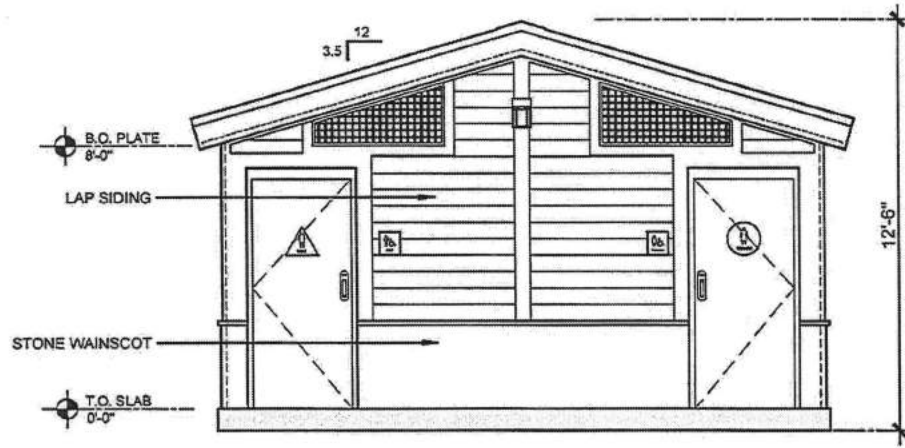


PROJECT REF#: 9654-1/29/2016-1

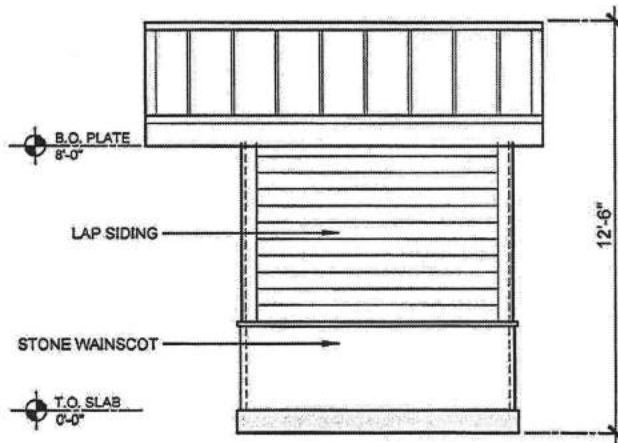


FLOOR PLAN

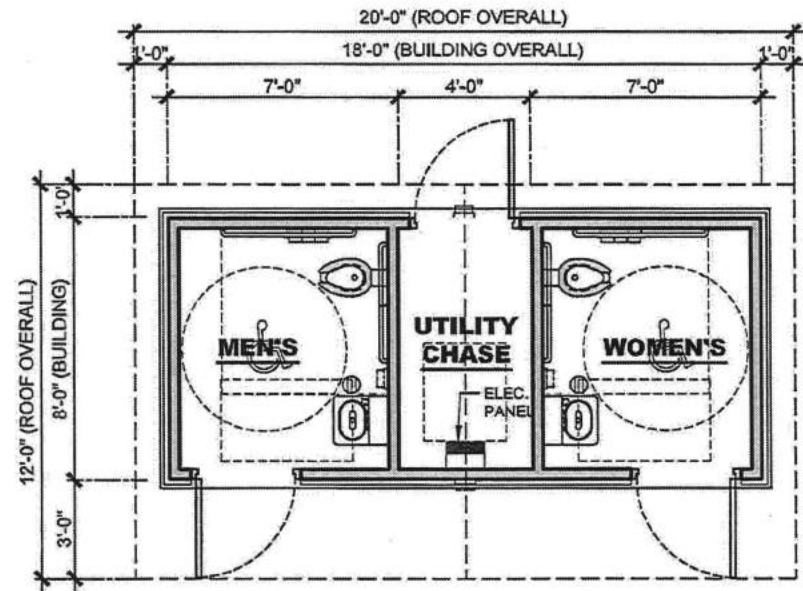
SCALE: NOT TO SCALE



ELEVATION 1
SCALE: 3/16"=1'-0"



ELEVATION 2
SCALE: 3/16"=1'-0"



FLOOR PLAN
SCALE: 3/16"=1'-0"

Exhibit A - page 11 of 14



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BUILDING TYPE:

RESTROOM BUILDING

PROJECT:

**CENTENNIAL PARK - OPTION 1
MADERA, CA**

REVISION #

1

REVISION DATE: 1/29/2016

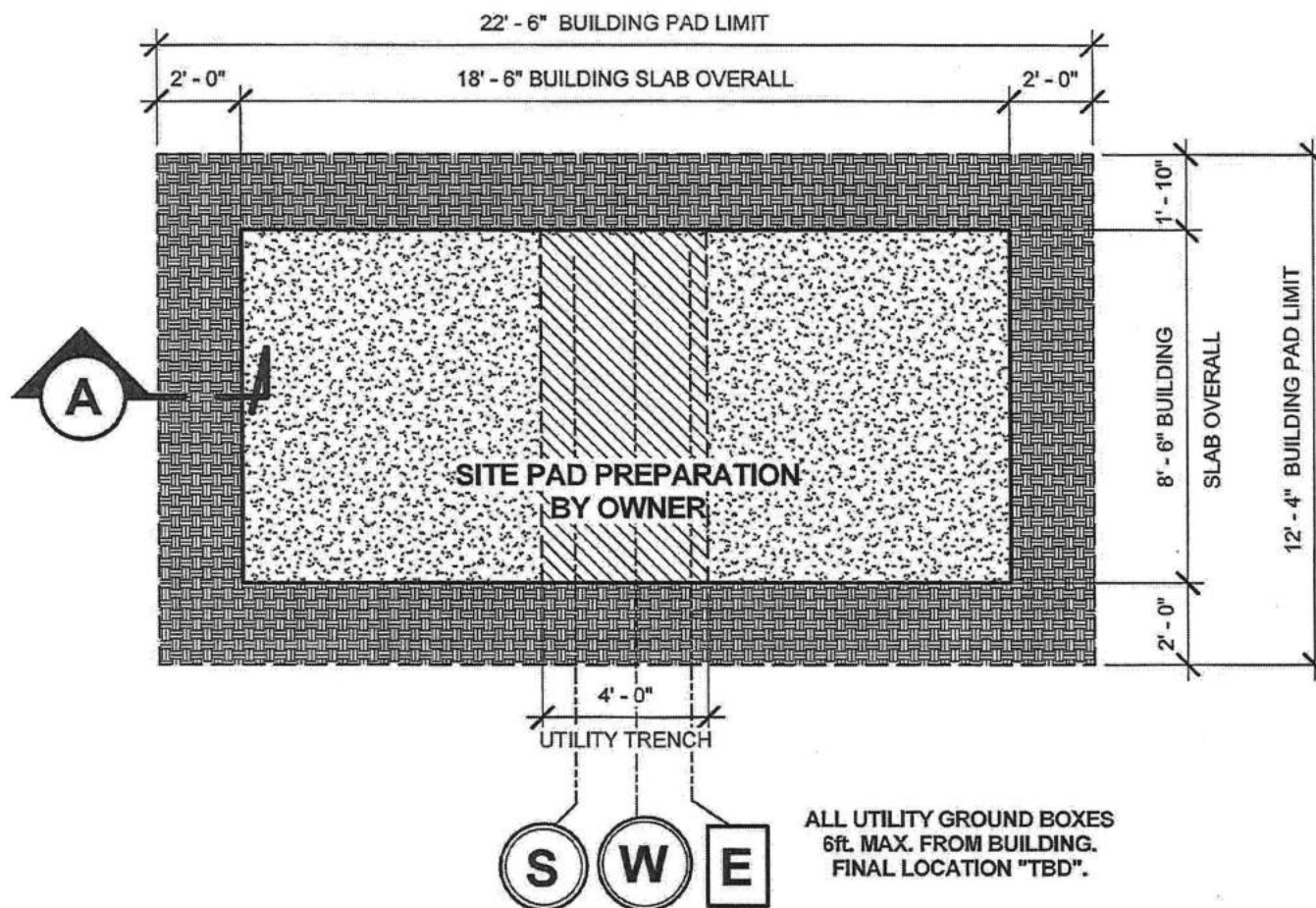
DRAWN BY: EOR

SHEET#

PROJECT #:
9654

START DATE: 7/22/2015
DRAWN BY: EOR

MAX. PERSON / HOUR:
90 S



1 PAD PREPARATION PLAN
1/4" = 1'-0"

SEE GENERAL SITE CONDITION LIABILITY NOTE ON "PAD PREP RESPONSIBILITY" PAGE



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BUILDING TYPE:

RESTROOM BUILDING

PROJECT:

**CENTENNIAL PARK - OPTION 1
MADERA, CA**

MAX. PERSON AN HOUR:

90 S

REVISION BY:

REV. DATE:

REV. #

DATE: 02/10/2016

PROJECT #: 9654

DRAWN BY:

EVE

PAD PREP. PLAN

OWNER AND PUBLIC RESTROOM COMPANY RESPONSIBILITIES

PRC (PUBLIC RESTROOM COMPANY)

1. PUBLIC RESTROOM COMPANY (PRC) WILL PROVIDE FULL ARCHITECTURAL PLANS AND ENGINEERING CALCULATIONS, STAMPED BY STATE GOVERNING AGENCY SUITABLE FOR GENERAL CONTRACTOR TO FILE FOR REQUIRED BUILDING PERMIT.
2. PUBLIC RESTROOM COMPANY WILL FURNISH AND INSTALL UNDERGROUND UTILITIES (UNDER SLAB) EXTENDING 6 FEET (MAX) BEYOND THE BUILDING LINE, MIN. OF 24" - MAX OF 36" BELOW GRADE.

GENERAL PAD NOTES:

1. THE DIFFERENCE IN THE ELEVATION BETWEEN THE FINISH FLOOR OF RESTROOMS AND THE SIDEWALK OUTSIDE CAN NOT BE GREATER THAN 1/4" MAX.
2. THE STRUCTURAL DESIGN DETAILS HEREIN ARE SPECIFIC TO THE BUILDING SIZE AND MODULE CONFIGURATION SHOWN ON THE FLOOR PLANS OF THESE DRAWINGS.
3. PUBLIC RESTROOM COMPANY WILL PROVIDE LOCATION OF THIS BUILDING TO MEET ALL REQUIRED PROPERTY CODE SETBACKS PER LOCAL JURISDICTION.

OWNER

1. OWNER SHALL PREPARE BUILDING PAD PER DETAILS ON THIS SHEET AND SCOPE OF WORK.
2. OWNER SHALL ATTACH SITE PLAN TO THE PUBLIC RESTROOM COMPANY'S DEPARTMENT OF HOUSING APPROVED DOCUMENTS AND FILE BUILDING PERMIT FOR PLUMBING PERMIT/INSPECTION UNDER BUILDING SLAB
3. OWNER TO COORDINATE SEWER INVERT WITH THE PUBLIC RESTROOM COMPANY PRIOR TO BUILDING INSTALLATION, VERIFY & COORDINATE LOCATION OF EXISTING UTILITIES INCLUDING WATER METER SIZE, TYPE, AND LOCATION OF EXITING UTILITIES COMING INTO THE BUILDING SUPPLIED BY PRC
4. OWNER IS RESPONSIBLE FOR UTILITY CONNECTIONS AND WILL MAKE FINAL CONNECTIONS TO SEWER, WATER AND POWER.
5. OWNER TO PREPARE SITE FOR MINIMUM ALLOWABLE SOIL BEARING PRESSURE OF 1,500psf, WITH SUB-GRADE COMPACTED TO 90% M.D.D.
6. OWNER TO SUPPLY AND STOCK PILE REQUIRED QUANTITY OF COARSE SAND WITHIN BUILDING PROXIMITY FOR USE BY PRC. (ELEVATION OF BASE TO BE DETERMINED AND VERIFIED BY THE GENERAL CONTRACTOR) PAD ELEVATION MUST BE LEVEL WITHIN 2% (=/-) AND COMPLY WITH ALL PERMISSIBLE CODES OF ACCESSIBILITY AND SAFETY. BEFORE BUILDING SET WET SAND FILL TO CONSOLIDATE AND / OR VIBRATE.
7. PROJECTS WITH FOOTINGS: OWNER MUST PROVIDE SLEEVES IN FOOTINGS ACCORDING TO UTILITY LOCATION PLAN AND PAD / FOUNDATION PLAN DIRECTION.

GENERAL SITE CONDITION LIABILITY NOTE:

PUBLIC RESTROOM COMPANY (PRC) PROVIDES BUILDING PAD PLAN DRAWINGS FOR PLACEMENT OF OUR BUILDING ON SITE PADS FOR **REFERENCE ONLY**. PRC DRAWINGS DO NOT INCORPORATE SITE DESIGN FOR LOCAL CODES, SOILS CONDITIONS, FOOTING REQUIREMENTS, AND/OR ANY OTHER CONTRIBUTING SITE FACTORS UP TO AN INCLUDING HIGH WATER TABLES. IT IS THE RESPONSIBILITY OF THE OWNER OR GENERAL CONTRACTOR TO PROVIDE A PROPER SITE DESIGN TO ACCOMMODATE THE BUILDING AS WELL AS PROVIDE PROPER SITE CRITERIA SO PRC MAY MODEL SEWER, WATER, AND ELECTRICAL DESIGNS WITHIN THE BUILDING. OUR BUILDING DESIGN INCLUDES AN 8" THICK REINFORCED CONCRETE SLAB AND ASSUMES FULL SLAB BEARING ON SOILS WITH A MINIMUM OF 1500psf BEARING CAPACITY. OUR BUILDING DESIGNS SURCHARGE THE SOIL BENEATH THE MAT SLAB AT APPROXIMATE 208 PSF. ANY BUILDING FOUNDATION IN ADDITION TO THE INTEGRAL MAT SLAB ARE SHOWN FOR **REFERENCE ONLY** AND SHOULD BE VERIFIED BY A LICENSED SOILS ENGINEER TO CONFORM WITH REQUIRED CODES. **PRC ASSUMES NO LIABILITY FOR THE OWNER OR GENERAL CONTRACTOR ACCEPTANCE OF THESE TYPICAL DRAWINGS WITHOUT VERIFICATION BY A LICENSED SOILS / FOUNDATION ENGINEER.**



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BUILDING TYPE:

RESTROOM BUILDING

PROJECT:

**CENTENNIAL PARK - OPTION 1
MADERA, CA**

MAX. PERSON AN HOUR:

90 S

REVISION BY:

REV. DATE:

REV. #

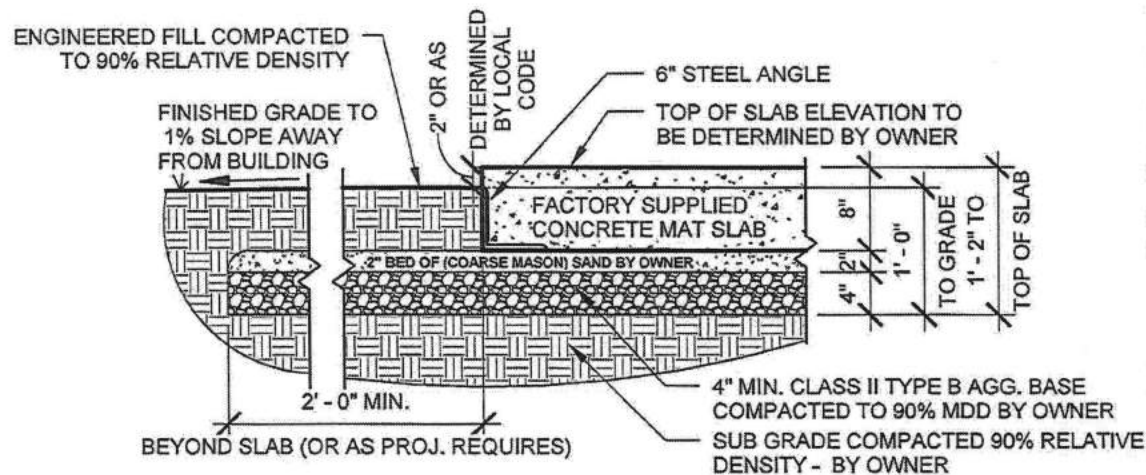
DATE: **02/10/2016**

PROJECT #: **9654**

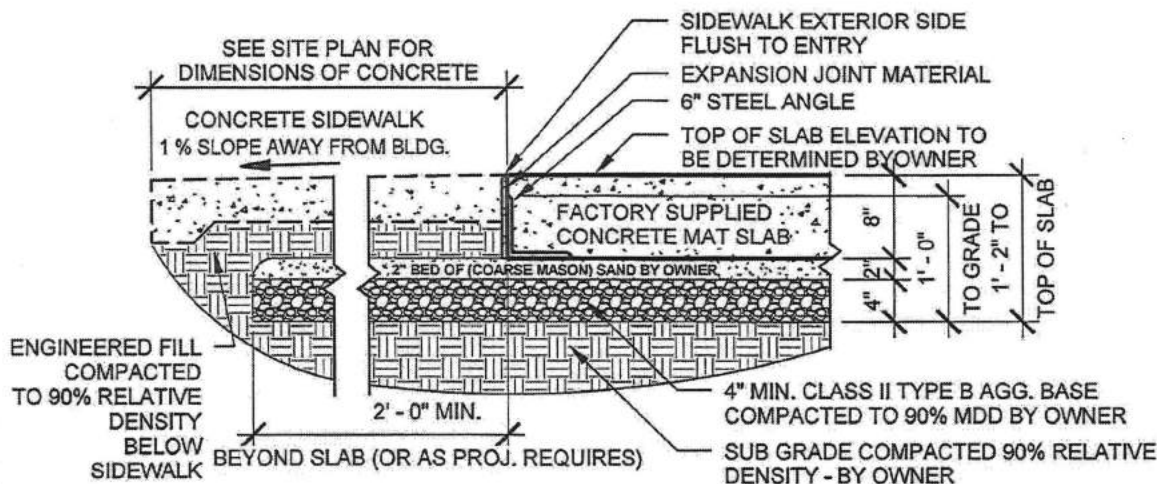
DRAWN BY:

EVE

RESPONSIBILITIES



SECTION DETAIL FOR "NO SIDEWALK"



SECTION DETAIL FOR "WITH SIDEWALK"

TYPICAL SUB-GRADE / PAD SECTION DETAIL

A

SEE GENERAL SITE
CONDITION LIABILITY NOTE
ON "PAD PREP
RESPONSIBILITY" PAGE

ZIP PARK FILES\CALIFORNIA\MADERA\CENTENNIAL PARK\9654\Design\ - PRELIMS (P)C\CURRENT\FEB-10-16_CENTENNIAL PARK-PAD PREP.TW

Exhibit A - page 14 of 14



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BUILDING TYPE:

RESTROOM BUILDING

PROJECT:

CENTENNIAL PARK - OPTION 1
MADERA, CA

MAX. PERSON AN HOUR:

90 S

REVISION BY:

REV. DATE:

REV. #

DATE: -2/10/2016

PROJECT #: 9654

DRAWN BY:

EVE

PAD SECTION

Ph: 888-888-2060 | Fax: 888-888-1448

-NOT FOR CONSTRUCTION - PRELIMINARY DESIGN DRAWING ONLY - DO NOT SCALE, DIMENSIONS PRESIDE

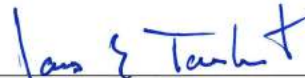
REPORT TO THE SUCCESSOR HOUSING AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY

BOARD MEETING OF: April 13, 2016
AGENDA ITEM NUMBER: 6A

APPROVED BY:



Redevelopment Manager



Executive Director

Subject: Consideration of a Resolution Approving an Agreement Between Villa Di Ubaldo, and The Successor Housing Agency to The Former Madera Redevelopment Agency For Design Architectural Services Related to Riverwalk and Riverside Subdivisions

Summary: The Successor Housing Agency will consider a Resolution approving an agreement with Villa Di Ubaldo in an amount not to exceed \$50,000.00 for the Design Architectural Building Plans

SITUATION

Prior to dissolution the Agency acquired several parcels of land at two locations. The Riverwalk subdivision is south of the Fresno River between "A" & "C" Street and the Riverside Villas Subdivision is north of the Fresno River east of Lake Street. Both sites are being readied for residential construction. Demolition of existing structures has taken place and a street project is currently under construction at the Riverwalk site. And a storm drainage project is out to bid on the Riverside Villas location.

The Agency will not be able to use its standard residential design plans at these two subdivision as the standard plans are created for parcel sizes 50'x100'. Riverwalk has several irregular sized parcels much smaller than that of a standard lot at 50' x 80' and smaller. This subdivision will require a Planned Unit Development (PUD) and a general plan amendment which the Agency is undergoing. Most of Riverside Villas' 21 lots are standard and can utilize standard plans however a few lots still will require a new set of plans as these lots are also in the 50' x 80' parcel size, maps attached. To allow the build out of these subdivisions the Agency has requested a quote for architectural services for residential design plans.

The Successor Housing Agency received a quote from Villa Di Ubaldo to create the design of four residential model standard plans to be built in both of these subdivisions. The standard plans shall consist of single story residential units between 1,200 – 1,500 sq. ft. Each standard plan shall have three different elevations varying in architectural style. It is the intent of the Agency to create subdivisions that will add value to the surrounding neighborhoods.

RECOMMENDATION

Staff recommends the Successor Agency adopt the resolution approving the Agreement with Villa Di Ubaldo in an amount not to exceed \$50,000.00

JE:cm

Attachments:

- Resolution (Agency)
- Agreement
- Maps
- Ubaldo Contract Exhibit

RESOLUTION NO. SHA -

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

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

WHEREAS, pursuant to the CRL, the Agency is a body corporate and politic; and

WHEREAS, the CRL authorizes the Agency to assist in the creation of affordable housing within the Madera Redevelopment Project Area; and

WHEREAS, the Agency is in need of design architectural building plans and construction drawings ("Services") for the Riverwalk and Riverside subdivisions in the Redevelopment Project Area; and

WHEREAS, Villa Di Ubaldo is an organization that is qualified to provide such services; and

WHEREAS, the Agency has prepared an agreement with Villa Di Ubaldo 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 HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY hereby finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.

2. The Agreement with Villa Di Ubaldo for Design Architectural Services related to the Riverwalk and Riverside Subdivisions, 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.

* * * * *

**AGREEMENT BETWEEN VILLA DI UBALDO,
AND THE SUCCESSOR HOUSING AGENCY
TO THE FORMER MADERA
REDEVELOPMENT AGENCY FOR DESIGN
ARCHITECTURAL SERVICES RELATED TO
THE RIVERWALK AND RIVERSIDE
SUBDIVISIONS**

This Agreement made and entered into this 13th day of April, 2016, between the Successor Housing Agency to the Former Madera Redevelopment Agency, hereinafter called "Agency," and Villa Di Ubaldo, PO Box 925, Madera Ca 93639.

RECITALS

a. In an effort to improve the supply of affordable housing of the Redevelopment Project Area for future development, the Agency has requested a proposal for residential design architectural services for the Riverwalk and Riverside Subdivision Projects (the "Project").

b. Agency requires design architectural services of a qualified specialist for design and architectural services.

c. Agency has determined that Villa Di Ubaldo is a firm having the necessary experience and qualifications to provide design architectural 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 Villa Di Ubaldo as follows:

1.0 Services. The Agency hereby employs Villa Di Ubaldo to perform the design and development services herein set forth at the compensation and upon the terms and conditions

herein expressed, and Villa Di Ubaldo 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 Villa Di Ubaldo. It shall be the duty, obligation and responsibility of Villa Di Ubaldo, in a skilled and professional manner, to perform, furnish and supply to the Agency the design architectural building plans and construction drawings ("Services") required pertaining to the Riverwalk and Riverside subdivisions "Architect's Services", on the proposal, dated March 21, 2016, from Villa Di Ubaldo 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. Villa Di Ubaldo shall communicate and meet with Agency staff at Project progress meetings at intervals mutually agreed to between Agency and Villa Di Ubaldo to verify, refine and complete Project requirements, and review the progress of the Project. Villa Di Ubaldo 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 Villa Di Ubaldo, whether written or oral, and all opinions rendered by Villa Di Ubaldo, 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 Villa Di Ubaldo or which Villa Di Ubaldo discovers or develops in performance of the Services under this Agreement, shall be deemed confidential. Villa Di Ubaldo 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 Villa Di Ubaldo's professional obligations to be disclosed.

3.0 Villa Di Ubaldo'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 Villa Di Ubaldo to the Agency, Agency agrees to pay to Villa Di Ubaldo, and Villa Di Ubaldo 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 \$50,000.00. It is understood and agreed to by both parties that all expenses incidental to Villa Di Ubaldo'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 - Villa Di Ubaldo 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 Villa Di Ubaldo within thirty (30) days after presentation of approved invoices to Agency.

4.0 Audits and Inspections Access. Villa Di Ubaldo 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 Villa Di Ubaldo's records and data with respect to matters covered by this Agreement. Villa Di Ubaldo 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 Villa Di Ubaldo agree that time is of the essence in each and every term of this Agreement, and that the Project will be completed within a

reasonably expeditious time period, but in no event to exceed 90 days from the date of this Agreement.

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

8.0 Liability Insurance. During the term of this Agreement, Villa Di Ubaldo 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. Villa Di Ubaldo will provide current certification of said insurance to the Agency concurrent with execution of this Agreement. Villa Di Ubaldo agrees to provide Agency with any and all updates of said insurance certificates upon request of Agency.

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

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

10.0 Hold Harmless. Villa Di Ubaldo 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 Villa Di Ubaldo, 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 Villa Di Ubaldo 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 Villa Di Ubaldo, any requirement of the Agency under the terms of this Agreement is unsound from a planning standpoint, Villa Di Ubaldo 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:
Villa Di Ubaldo
PO Box 925
Madera, CA 93639

In the event of such termination, Villa Di Ubaldo 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 Villa Di Ubaldo will be subject to

negotiation.

15.0 Assignment. Neither the Agency nor Villa Di Ubaldo 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 Villa Di Ubaldo'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 Villa Di Ubaldo's Authority. Each individual executing or attesting to this Agreement on behalf of Villa Di Ubaldo 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 Villa Di Ubaldo 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 Villa Di Ubaldo and Agency respecting architectural services, and correctly sets forth the obligations of Villa Di Ubaldo and Agency to each other as of its date. Any Agreements or representations respecting the Project, not expressly set forth in this instrument are null and void.

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

* * * * *

SUCCESSOR HOUSING AGENCY to the former
Madera Redevelopment Agency

Villa Di Ubaldo

By: _____
Robert Poythress, Mayor

By: _____
Ubaldo Garcia Hernandez, Architect

APPROVED AS TO FORM:

ATTEST:

By: _____
Brent Richardson, General Counsel

By: _____
Claudia Mendoza, Recording Secretary

Villa Di Ubaldo

Architecture, Engineering & Development

Ubaldo Garcia Hernandez, Licensed Architect

PO Box 925, Madera, CA 93639

Phone: (559) 871-5534 Email: villadiubaldo@hotmail.com

BID PROPOSAL DATE: 3/21/2016

This proposal to the SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, is for the design of four residential model standard plans to be built in the Riverside Villas Subdivision & Riverwalk Subdivision, located in Madera, CA. The standard plans shall consist of single story residences between 1,200 – 1,500 sq.ft. Each standard plan shall have three different elevations varying in architectural style. The proposed models shall be designed in accordance to the City of Madera's General Plan with collaboration from the Agency and the City of Madera Planning Department.

Architect's scope of work: Design architectural building plans & construction drawings for the proposed models including: Standard Site Plan, Typical Landscape Plan, Floor Plan, Exterior Elevations, Section Cuts, Electrical, Mechanical, Plumbing, Fire Sprinkler, T-24 Energy Calculations, Building Specifications, Foundation Plan, Shear Wall Plan, Ceiling Framing, Roof Framing, and Standard Details for the proposed models. The scope of work shall also include processing the model plans thru the City of Madera Precise Plan Amendment Process. The scope of work shall also include submitting and processing the building plans thru the City of Madera building department.

The scope of work shall not include: bidding and negotiation, construction administration, construction supervision, exterior site work design and inspection, plan check fees, permit fees, consumables such as printing and mailing, city submittal fees shall not be included in scope of work. Any work not described in this proposal shall be deemed as an additional service and shall be compensated per owner & architect agreement.

Design Revisions: the design fees shall include up to three revisions to the conceptual floor plan and elevations. The owner can make minor non-structural changes to the plans without additional compensation up to building plan submittal to the City of Madera Building Department. Any additional changes shall be considered additional service and shall be compensated per owner & architect agreement.

Proposed Architect's Compensation:

A fixed fee of \$12,500 per standard plan for a total of \$50,000 (fifty thousand dollars.)

Additional Service Hourly Billing Rates:

Architect:	\$125.00	Drafting:	\$60.00	Clerical:	\$40.00
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Basic Compensation Payment Schedule:

City of Madera Precise Plan Amendment Submittal Phase:	(\$12,500) 25% payment
Building Plans & Construction Documents Design Phase:	(\$12,500) 25% payment
City of Madera Building Department Plan Submittal:	(\$12,500) 25% payment
City of Madera Building Department Plan Approval:	(\$12,500) 25% payment
Total Basic Compensation:	(\$50,000) 100%

Project Cancellation:

The owner may terminate the contract for any reason after 10 day notice to architect. The architect shall be compensated for all design work completed up to notice of cancellation.

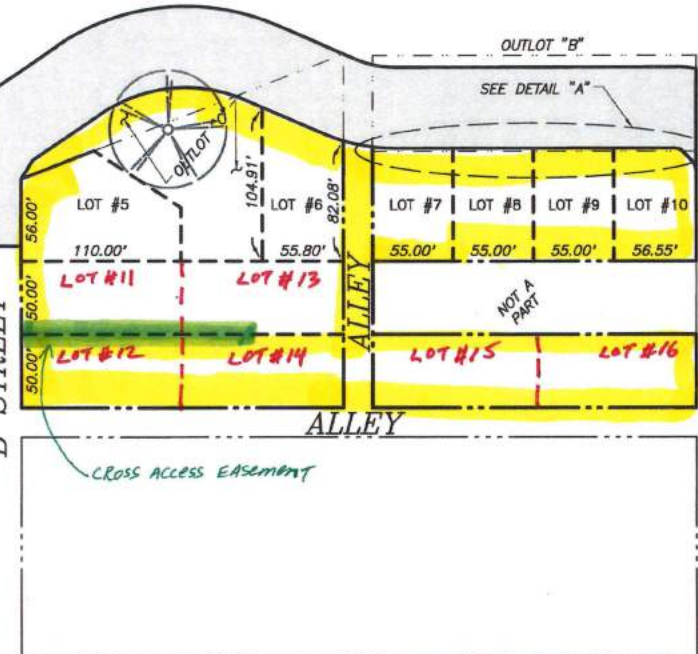
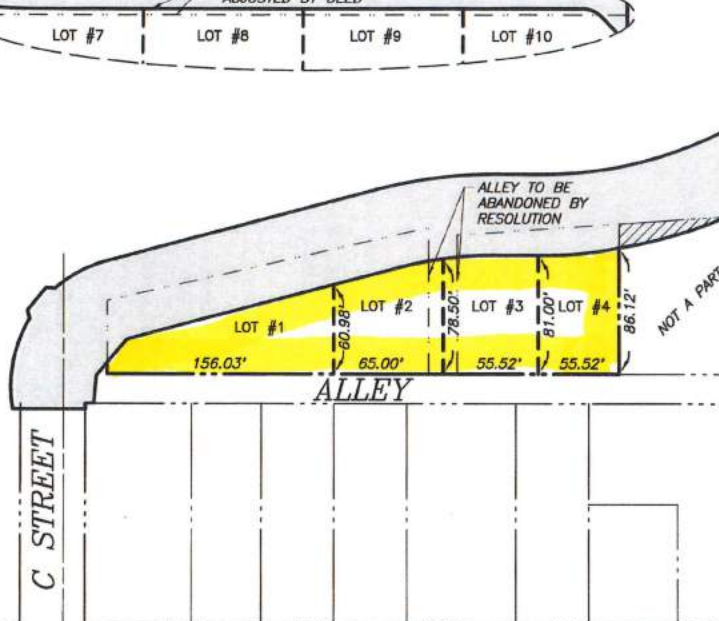
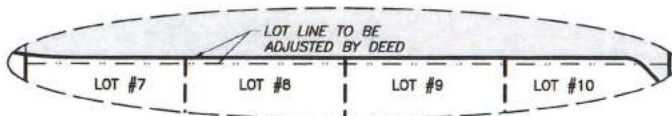
Instruments of Service:

The architect grants the owner a conditional license to the use of the architect's and the architect's consultant's instruments of service which include; drawings, building plans, sketches, calculations, specifications, details, and schematics. This license shall only be used for the construction and maintenance of the proposed project. This license may be revoked due to failure to make payment and/or cancellation of project by the owner. The architect and architect's consultants shall be deemed owners of all instruments of service.

Architect: Ubaldo Garcia Hernandez

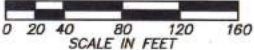
Owner:

DETAIL "A" SCALE: 1"=40'



LEGEND

- EXISTING PROPERTY LINE
- - - PROPOSED PROPERTY LINE
- - - PROPERTY LINES TO BE REMOVED
- - - CENTERLINE
- - - SECTION LINE
- ▨ STREET EASEMENT TO THE CITY OF MADERA
RECORDED AS DOCUMENT NO. 2014017662
- ROAD TO BE DEDICATED
BY SEPARATE DOCUMENT



 Blair Church Flynn CONSULTING ENGINEERS	CONSULTANT Blair, Church & Flynn Consulting Engineers 455 Circle Avenue, Suite 200 Glendale, California 91202 Tel (818) 255-1400 Fax (818) 255-1284	MADERA REDEVELOPMENT AGENCY	
		RIVERWALK SUBDIVISION PROPOSED LAYOUT CITY OF MADERA	
DR. BY ARG CH. BY RSW DATE 1/4/16 SCALE: AS NOTED		SHEET NO. 1 OF 1 SHEETS	

Tax Area Code
02-040
02-051

VOL.62 PGS.60-62

DAULTON

AVENUE

NO. LAKE ST.

15

45

MERCED

FRESNO

E. RIVERSIDE

DRIVE

RIVERSIDE

③2 ROADWAY

RIVER

FRESNO

C/L RIVER

NOTE- Assessor's Block Numbers Shown in Ellipses.

Assessor's Parcel Numbers Shown in Circles.

NOTE: This map is for assessment purposes only and is not intended for interpretation of boundary rights, zoning regulations or land division.

RIVERSIDE VILLAS OF MAL
R.M. Vol.56 Pg. 142-143

Assessor's Map No
Madera Unified Sc
County of Madera