

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

June 8, 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
Mayor Pro-Tem /Vice- Chairperson Charles F. Rigby
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: None

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

City of Madera staff members present: City Administrator David Tooley, City Clerk Sonia Alvarez, Chief of Police, Steve Frazier, Commander Dino Lawson, Community Development Director Dave Merchen, Neighborhood Preservation Supervisor Viola Rodriguez, Neighborhood Preservation Specialist Andrew Martinez, Neighborhood Preservation Specialist Steve Montes and Neighborhood Preservation Specialist Nicholas Salinas.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Poythress

PUBLIC COMMENT – REGULAR SESSION

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

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

Mayor Poythress recessed the Regular Meeting of the Housing Authority of the City of Madera at 6:02 p.m.

PRESENTATIONS

There are no items for this section.

INTRODUCTIONS

There are no items for this section.

2. WORKSHOP

Homeless Encampments Presentation by Neighborhood Revitalization Department

Neighborhood Preservation Specialist Steve Montes and Andrew Martinez provided a presentation that described our current process of homeless postings, cleanups and the several changes that we are wanting to make on the current process. Mr. Martinez reported that we are not attempting to solve the homeless problem in Madera. It is obviously a big problem and our concern is specific to health and safety of public. We post all over the city with the hot spots located along the river and the downtown area. In the last year we posted and cleaned up 100 encampments.

Mr. Montes stated just because you fall on hard times that does not mean you no longer matter in our society. When we deal with this issue we do not want to be callous. But we do want to protect the public and the homeless are part of the public and protect the City. These are some of the changes we are proposing that will help us do both of those. We are proposing to store some personal property. We use Fresno as a case study because they are larger but we have the same issues. Homeless people have sued the cities of Fresno and Los Angeles for taking their stuff. On the other hand you have residents who have sued cities over homeless encampments. If you do too much, you are in jeopardy of being sued and if you do too little you can be sued as well. Homeless people can have their entire lives in a shopping cart. Everything that they have and that they hold dear can be in there. Personal items such as legal documents, pictures and suitcases. And we want to make the distinction between personal items and items that could be discarded. If we come across papers, cardboard, anything that is soiled or hazardous, it will be discarded. If we come across suitcase, backpack, bundled up bedding material, we are proposing to store that for 30 days. Currently, our process is Code Enforcement posts a 48 hour notice on the property on Wednesday. On Saturday, Public Works will clean up the posted areas, clear everything and it is discarded. What we are proposing is that we issue a 72 hour notice on Tuesday with a scheduled cleanup on Saturday. The notice will state when and where the items can be recovered and the deadline of the storage. At the expiration of the notice we will discard items that are not defined as personal items. We will document all the personal belongings and store for 30 days so that people can come back later retrieve their personal items. After the 30 days we will disposing of the items collected. We are asking you to please provide direction or we would be happy to answer any questions or address concerns.

Mayor Poythress called for any questions or concerns.

Council member Oliver asked when the items are stored, are they given a receipt or ticket to collect those? Mr. Montes responded that all the information will be on the notice so they contact us and make an appointment. We do not want to store the items and have the storage for shopping. We do not want them to come in and retrieve items that do not belong to them. We will identify the location and date and a description of the items before we would allow them to get that. It has not been ironed out completely, but that is the direction we are going.

Council member Oliver stated that he is glad that you touched on the human dignity component. Every two years we do a point and time counts with the Continuum of Care with the Community Action Partnership to identify our homeless population. So that sometime in the future if the programs or resources become available, social agencies might be able to align those services or programs. I am thinking it might be advantageous, since outside our Police Department, your department has the most interaction with our homeless population. Maybe there is an opportunity while you are there, for you to obtain basic information such as names, ailments, so long as they consent. Not to add

additional tasks on you, but I feel like we just do this once a year, I think it is required by law every two years to do this analysis. If you are out there engaging with this community, if you could take five minutes out of our time while you are there have them fill out a survey. Mr. Martinez responded that we can post information that has resources for food or shelter. As of right now we are posting a notice that we are going to take everything, but we could leave a notice with resource information. Mr. Montes also stated that the problem that you are describing is that there is not one agency or entity that is going to take care everything. Right now there is not a whole lot of cooperation. That is something that could be explored to have something or someone come in and consolidate all of those services. Council member Oliver stated he believes that is what the continuum is charged with doing per federal guidelines is to help coordinate those services. I may follow up with our points of contact that he has and it might make an opportunity while we are there engaging these folks to gather this information that may be helpful in the future.

Council member Rigby asked to help him understand how this idea was birthed? Is this an attempt to protect us from any future lawsuits that may come of our cleanup process or postings? Mr. Richardson responded we have done the postings for quite some time now. Recently the addition of storage and the identification of items that are being stored came from when he attended a conference a month ago. We have been doing this for a long time and giving them due process before the items are discarded. It is meant to try to protect us from exposure.

Council member Rigby asked what is the overall cost, is this an added expense to the agency? Mr. Montes responded that we did get some estimates and we are looking at approximately \$100-200 a month.

Council member Rigby asked why the increase from 48 hours to 72 hours? Mr. Martinez responded they will need extra time because we are anticipating all the new documentation that will be prepared. Mr. Montes stated also there may be more work and time needed to field any questions. Council member Rigby stated that he is definitely curious about the program and what would come of it. He is curious how much more manpower will put into this and is it going to be worth it in the end. He hopes so because he wants to serve the homeless community as much as possible. The river concerns him greatly, we want families to utilize this and it is becoming a safe haven for homeless shelters and communities. He is definitely interested in it but he has reservations the amount of extra work it will create for our agency.

Council member Medellin asked would the public be able to find out if their stolen property is in this storage? Can we yard sale any items that would be discarded after the 30 days to offset the costs or give it away to underprivileged people? Mr. Richardson stated that he thinks that it would not be a bad idea to check with the police department to see if any of the items are stolen. Mr. Montes stated that we would have data that we could cross reference any activity. Mr. Martinez also stated that he believes that the police department has a program that refurbishes bicycles.

Council member Robinson stated it is going to get worse before it gets better. When he lived in Berkeley there was a homeless man, when he moved to Santa Monica the same man was there too. The shopping carts enables the homeless to have more clothing or items. Do the grocery stores have anything to try to keep their carts on their property? Mr. Richardson it is incumbent upon the retailer to keep track and recover them. Most of them have devices that retain the carts within their confines. M

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 – May 11, 2016 (City/Successor Agency/Successor Housing Agency)

- 3B. Listing of Warrants Issued from May 1, 2016 to May 31, 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 April 30, 2016 (City)**
- 3G. Update on Neighborhood Outreach Activities (City)**
- 3H. Consideration of a Resolution Approving the Release of Rafael Gonzalez and M. Luz Gonzalez from the Declaration of Covenants and Restrictions Recorded on Property Located at 411 Manzana Ct. and Authorizing the Mayor to Execute the Release of Declaration of Covenants and Restrictions (Successor Housing Agency)**
- 3I. Investment Report for the Quarter Ending March 31, 2016 (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 Rigby the Consent Calendar was approved unanimously as presented by the following 6/0 vote: Ayes: Council Members Poythress, Rigby, Robinson, Oliver, Medellin and Holley; Noes: None; Abstain: None; Absent: None; resulting in the unanimous approval of the Minutes of the Joint Meeting of the Special Meeting of the Madera City Council, Regular Meeting of the City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Successor Housing Agency for May 11, 2016 and adoption of resolution SHA 16-06.

4. PROJECTS AND REPORTS

4A. Appointment of an Ad Hoc Committee to Amend the Employment Agreement of the Executive Director (Successor Agency/City)

Executive Director Taubert stated since his employment with the City of Madera he always had his health insurance provided by Madera Unified School District for a variety of reasons. He is transferring that insurance to City of Madera effective July 1, 2016 and it has some significant changes on his employment agreement. Would you appoint an Ad Hoc Committee to work on that?

The Mayor appointed Council Member Oliver and Council Member Medellin.

5. AGREEMENTS

There are no items for this section.

6. HOUSING

6A. Consideration of a Resolution Approving a Targeted Rehab Grant for Property Located at 420 Stinson Avenue in the City of Madera (Successor Housing Agency)

Business Manager Wilson reported that this item between Bitalina Munoz and the Successor Housing Agency is the first agreement to be brought to you for the Targeted Rehab. She is the home owner occupying the residence at 420 Stinson Avenue. She will sign the agreements to make it an affordable housing unit. She qualifies for the grant in the very low income group. The amount of the

grant is not to exceed \$15,000.00. We have done a property evaluation and she is proposing to use the funds to install a new roof, repair the stucco, put a wall heater inside, replace some of the windows and remove an unpermitted patio. The program will meet the desire and goals of the Successor Housing Agency and create an affordable housing unit.

Mayor Poythress called for any questions or comments. There were none

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

SHA 16-07 A RESOLUTION OF THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY APPROVING TARGETED REHAB GRANT FOR PROPERTY LOCATED AT 420 STINSON AVENUE IN THE CITY OF MADERA RELATED TO THE REHABILITATION OF A SINGLE FAMILY HOME, APPROVING AFFORDABILITY AGREEMENT AND RESTRICTIONS ON SALE AND USE OF OWNER OCCUPIED PROPERTY, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT

*On motion by Council Member Medellin, seconded by Council Member Rigby, **Resolution Number SHA 16-07** was approved unanimously as presented by the following 6/0 vote: Ayes: Council Members Poythress, Rigby, Robinson, Oliver, Medellin and Holley; Noes: None; Abstain: None; Absent: None.*

7. GENERAL

There are no items for this section.

8. AGENCY MEMBER REPORTS

Council Member Robinson reported that he attended the Police Citizen's Academy graduation. It was very nice.

Mayor Pro Tem Rigby reported that he is meeting with the blue stripe initiative. He is proud to report that this last week they painted several more homes. We are hoping to move that forward throughout the summer months by involving more of the Madera Ministerial Association. Our goal is to knock out five (5) more Neighborhood Watch communities by August. He appreciates everyone's patience.

Council Member Holley reported that he had the chance to attend the graduation at Valley West Christian Center.

Council Member Medellin had nothing to report.

Council Member Oliver had nothing to report.

Mayor Poythress had nothing to report.

9. CLOSED SESSION

There are no items for this section.

10. ADJOURNMENT

Mayor Poythress adjourned the Joint Special Meeting of the Madera City Council, Regular Meeting of the Madera City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Madera City Council as the Successor Housing Agency at 6:40 p.m.

Claudia Mendoza, Recording Secretary

Robert Poythress, Mayor

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

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

From: Office of the Treasurer

Subject: Listing of Warrants Issued

Date: July 13, 2016

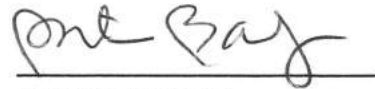
Attached, for your information, is the register of the warrants for the Successor Agency to the former Redevelopment Agency covering obligations paid during the period of:

June 1, 2016 to June 30, 2016

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

General Warrants:	#10782 - #10796	\$ 270,438.25
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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
July 13, 2016

CHECK	PAYDATE	ISSUED TO	DESCRIPTION	AMOUNT	VOID
010782	6/10/2016	DIAMOND COMMUNICATIONS INC	ALARM MONITORING SVS JUL - SEP 2016	180.00	
010783	6/10/2016	HARBISON INTERNATIONAL INC.	RIVERSIDE VILLAS SET STREET MONUMENTS	3,220.00	
010784	6/10/2016	CITY OF MADERA	5 E YOSEMITE JUNE 2016 WATER SEWER	183.06	
010785	6/10/2016	MADERA CLEANERS AND LAUNDRY INC.	MAT CLEANING	13.50	
010786	6/10/2016	NORTHSTAR ENGINEERING GROUP INC	SW INDUSTRIAL PLAN TRAFFIC STUDY	162.50	
010787	6/10/2016	P G AND E	05/16 SVS 2000655655-7	1,126.48	
010788	6/10/2016	PURL'S SHEET METAL & AIR CONDITIONING	REPAIRS TO PROP 303 CENTRAL AC SERV	243.65	
010789	6/17/2016	CITY OF MADERA	REIMB FOR NASH/BENITEZ RESTITUTION	7,397.59	
010790	6/17/2016	MADERA TRIBUNE	911 CLINTON PUBLIC NOTICE	174.72	
010791	6/17/2016	RICOH USA, INC.	COPIER MAINTENANCE FEE FOR PERIOD 05/16	17.49	
010792	6/17/2016	VERIZON WIRELESS	MAY 2016 CELLPHONE USAGE	113.18	
010793	6/17/2016	VILLA GARDENING SERVICE, INC.	303 CENTRAL SPRINKLER REPAIR	30.00	
010794	6/23/2016	AVISON CONSTRUCTION, INC	PROJECT ST 10-03 PROGRESS PMT #5	228,085.61	
010795	6/23/2016	CITY OF MADERA	MAY 2016 PAYROLL & OTHER EXPS PD BY CITY	29,490.47	
010796	6/23/2016	MADERA COUNTY ASSESSOR'S	TAXES DUE ON 1008 GREEN WAY	73.55	Y

BANK #1 - Union Bank Main Acct. Total

\$ 270,438.25 *

* void checks are not included in total

CITY OF MADERA REDEVELOPMENT AGENCY REPORT TO SUCCESSOR AGENCY BOARD

SUCCESSOR AGENCY MEETING OF JULY 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 06/30/2016

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	1,348.35-	1,348.35-	0.00	1,348.35	0.00
2001-8190	Rental Income	28,406.45-	28,406.45-	0.00	28,406.45	0.00
2001-8434	Grants	16,207.05-	16,207.05-	0.00	16,207.05	0.00
2001-8659	Refunds and Reimbursements	11,384.75-	11,384.75-	0.00	11,384.75	0.00
2001-8671	Sale of Real Estate	614,000.00-	614,000.00-	0.00	614,000.00	0.00
	NET Account: Revenue:	671,346.60-	671,346.60-	0.00	671,346.60	0.00
Account: Expense						
2001-1010	Salaries - Full-time	26,646.97	26,646.97	0.00	26,646.97-	0.00
2001-1020	Salaries - Part-time	1,922.21	1,922.21	0.00	1,922.21-	0.00
2001-1030	Salaries - Overtime	26.50	26.50	0.00	26.50-	0.00
2001-1040	Salaries - Leave Payout	2,309.03-	2,309.03-	0.00	2,309.03	0.00
2001-2000	Public Employees Retirement System	5,827.55	5,827.55	0.00	5,827.55-	0.00
2001-2002	Long Term Disability Insurance	74.12	74.12	0.00	74.12-	0.00
2001-2003	Life Insurance Premiums	17.53	17.53	0.00	17.53-	0.00
2001-2004	Worker's Compensation Insurance	2,328.61	2,328.61	0.00	2,328.61-	0.00
2001-2005	Medicare Tax - Employer's Share	389.80	389.80	0.00	389.80-	0.00
2001-2007	Deferred Compensation - Part-time	72.09	72.09	0.00	72.09-	0.00
2001-2008	Deferred Compensation - Full-time	1,892.00	1,892.00	0.00	1,892.00-	0.00
2001-2009	Unemployment Insurance Premiums	95.28	95.28	0.00	95.28-	0.00
2001-2010	Section 125 Benefit Allow.	3,534.59	3,534.59	0.00	3,534.59-	0.00
2001-3001	Gas and Electric Utilities	3,818.44	3,818.44	0.00	3,818.44-	0.00
2001-3002	Telephone and Fax Charges	345.61	345.61	0.00	345.61-	0.00
2001-3011	Advertising - Bids and Legal Notice	836.16	836.16	0.00	836.16-	0.00
2001-3016	Office Supplies - Expendable	10.12	10.12	0.00	10.12-	0.00
2001-3018	Postage / Other Mailing Charges	43.10	43.10	0.00	43.10-	0.00
2001-3040	Contracted Services	4,677.12	4,677.12	0.00	4,677.12-	0.00
2001-3115	Taxes and Assessments	6,577.94	6,577.94	0.00	6,577.94-	0.00
2001-3120	Other Supplies	377.09	377.09	0.00	377.09-	0.00
2001-3135	Rental Property Maintenance	4,866.28	4,866.28	0.00	4,866.28-	0.00
2001-3300	Conference / Training / Education	55.78	55.78	0.00	55.78-	0.00
2002-3069	Disposal Costs	14,646.40	14,646.40	0.00	14,646.40-	0.00
2002-3802	Acquisition / Demolition	280,319.62	280,319.62	0.00	280,319.62-	0.00
2004-6000	Interest Expense	15,966.92	15,966.92	0.00	15,966.92-	0.00
2004-6001	Principal Payment CalHFA Loan	525,096.48	525,096.48	0.00	525,096.48-	0.00
	NET Account: Expense:	898,155.28	898,155.28	0.00	898,155.28-	0.00
	TOTAL Fund 40200: Low/Mod Hsg TI Housing Asset:	226,808.68	226,808.68	0.00	226,808.68-	0.00

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015
To 06/30/2016

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						
3001-7000	Operating Transfer to Other Funds	4,506,003.32	4,506,003.32	0.00	4,506,003.32-	0.00
	NET Account: Expense:	4,506,003.32	4,506,003.32	0.00	4,506,003.32-	0.00
	TOTAL Fund 40300: Non Housing Tax Incr - RPTTF:	2,554,698.32	2,554,698.32	0.00	2,554,698.32-	0.00

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015
To 06/30/2016

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 57500: Administrative Allowance Fund						
Account: Revenue						
3500-8350	Transfers In	250,000.00-	250,000.00-	0.00	250,000.00	0.00
	NET Account: Revenue:	250,000.00-	250,000.00-	0.00	250,000.00	0.00
Account: Expense						
3501-1010	Salaries - Full-time	124,231.11	124,231.11	0.00	124,231.11-	0.00
3501-1020	Salaries - Part-Time	8,806.29	8,806.29	0.00	8,806.29-	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	27,078.49	27,078.49	0.00	27,078.49-	0.00
3501-2002	Long Term Disability Insurance	333.60	333.60	0.00	333.60-	0.00
3501-2003	Life Insurance Premiums	78.84	78.84	0.00	78.84-	0.00
3501-2004	Worker's Compensation Insurance	10,731.54	10,731.54	0.00	10,731.54-	0.00
3501-2005	Medicare Tax - Employer's Share	2,068.35	2,068.35	0.00	2,068.35-	0.00
3501-2007	Deferred Compensation - Part-Time	330.25	330.25	0.00	330.25-	0.00
3501-2008	Deferred Compensation - Full-time	8,918.28	8,918.28	0.00	8,918.28-	0.00
3501-2009	Unemployment Insurance Premiums	480.94	480.94	0.00	480.94-	0.00
3501-2010	Section 125 Benefit Allow.	15,515.33	15,515.33	0.00	15,515.33-	0.00
3501-3001	Gas and Electric Utilities	17,240.89	17,240.89	0.00	17,240.89-	0.00
3501-3002	Telephone and Fax Charges	1,590.25	1,590.25	0.00	1,590.25-	0.00
3501-3003	Cellular Phone and Pager Charges	1,366.46	1,366.46	0.00	1,366.46-	0.00
3501-3014	Professional Dues	190.00	190.00	0.00	190.00-	0.00
3501-3015	Publications and Subscriptions	69.00	69.00	0.00	69.00-	0.00
3501-3016	Office Supplies - Expendable	54.75	54.75	0.00	54.75-	0.00
3501-3020	Mileage Reimbursement	936.56	936.56	0.00	936.56-	0.00
3501-3040	Contracted Services	13,849.51	13,849.51	0.00	13,849.51-	0.00
3501-3115	Taxes and Assessments	454.76	454.76	0.00	454.76-	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
3501-3600	Maintenance Agreements	2,477.00	2,477.00	0.00	2,477.00-	0.00
	NET Account: Expense:	244,252.87	244,252.87	0.00	244,252.87-	0.00
	TOTAL Fund 57500: Administrative Allowance Fund:	5,747.13-	5,747.13-	0.00	5,747.13	0.00

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015
To 06/30/2016

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	1,200.00-	1,200.00-	0.00	1,200.00	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:	1,345,455.92-	1,345,455.92-	0.00	1,345,455.92	0.00
Account: Expense						
5001-1010	Salaries - Full-time	49,498.67	49,498.67	0.00	49,498.67-	0.00
5001-1020	Salaries - Part-time	3,876.28	3,876.28	0.00	3,876.28-	0.00
5001-1030	Salaries-Overtime	26.50	26.50	0.00	26.50-	0.00
5001-1040	Salaries - Leave Payout	1,658.64-	1,658.64-	0.00	1,658.64	0.00
5001-2000	Public Employees Retirement System	10,903.86	10,903.86	0.00	10,903.86-	0.00
5001-2002	Long Term Disability Insurance	141.46	141.46	0.00	141.46-	0.00
5001-2003	Life Insurance Premiums	33.29	33.29	0.00	33.29-	0.00
5001-2004	Worker's Compensation Insurance	4,444.44	4,444.44	0.00	4,444.44-	0.00
5001-2005	Medicare Tax - Employer's Share	749.21	749.21	0.00	749.21-	0.00
5001-2007	Deferred Compensation - Part-time	145.38	145.38	0.00	145.38-	0.00
5001-2008	Deferred Compensation - Full-time	3,279.59	3,279.59	0.00	3,279.59-	0.00
5001-2009	Unemployment Insurance Premiums	143.79	143.79	0.00	143.79-	0.00
5001-2010	Section 125 Benefit Allow.	7,132.23	7,132.23	0.00	7,132.23-	0.00
5001-3001	Gas and Electric Utilities	2,155.91	2,155.91	0.00	2,155.91-	0.00
5001-3002	Telephone and Fax Charges	624.02	624.02	0.00	624.02-	0.00
5001-3016	Office Supplies - Expendable	10.12	10.12	0.00	10.12-	0.00
5001-3040	Contracted Services	856.50	856.50	0.00	856.50-	0.00
5001-3115	Taxes and Assessments	136.52	136.52	0.00	136.52-	0.00
5001-3120	Other Supplies	1,881.43	1,881.43	0.00	1,881.43-	0.00
5001-3300	Conference / Training / Education	357.44	357.44	0.00	357.44-	0.00
5002-3802	Acquisitions	1,600.00	1,600.00	0.00	1,600.00-	0.00
5002-3812	Riverwalk Improvement Project	890,799.49	890,799.49	0.00	890,799.49-	0.00
5002-3814	Adell Improvement Project	21,016.70	21,016.70	0.00	21,016.70-	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	1,597.50	1,597.50	0.00	1,597.50-	0.00
5004-3811	Riverside Subdivision Storm Drain	11,465.37	11,465.37	0.00	11,465.37-	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	14,813.77	14,813.77	0.00	14,813.77-	0.00
	NET Account: Expense:	1,125,715.83	1,125,715.83	0.00	1,125,715.83-	0.00
	TOTAL Fund 60500: Non Housing Bond Proceeds:	219,740.09-	219,740.09-	0.00	219,740.09	0.00

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015
To 06/30/2016

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 60600: Low/Mod Housing Bond Proceeds						
Account: Expense						
6001-3040	Contracted Services	100.00	100.00	0.00	100.00-	0.00
6016-3803	Riverside Villa Subdivision	4,125.00	4,125.00	0.00	4,125.00-	0.00
	NET Account: Expense:	4,225.00	4,225.00	0.00	4,225.00-	0.00
	TOTAL Fund 60600: Low/Mod Housing Bond Proceeds:	4,225.00	4,225.00	0.00	4,225.00-	0.00

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015
To 06/30/2016

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 80400: Debt Service Fund						
Account: Revenue						
4001-8162	Interest Income	33,467.75-	33,467.75-	0.00	33,467.75	0.00
4001-8350	Transfers In	4,256,003.32-	4,256,003.32-	0.00	4,256,003.32	0.00
4001-8751	Realized <Gain>/Loss on Sale of Inve	21.00-	21.00-	0.00	21.00	0.00
	NET Account: Revenue:	4,289,492.07-	4,289,492.07-	0.00	4,289,492.07	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	3,174.10	3,174.10	0.00	3,174.10-	0.00
4002-6000	Interest Expense-Bond 1998	272,723.75	272,723.75	0.00	272,723.75-	0.00
4002-6001	Bond Principle 1998	135,000.00	135,000.00	0.00	135,000.00-	0.00
4003-3040	Contracted Services	3,148.30	3,148.30	0.00	3,148.30-	0.00
4003-6000	Interest Expense Bond 2003	716,787.51	716,787.51	0.00	716,787.51-	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	1,391,762.52	1,391,762.52	0.00	1,391,762.52-	0.00
4004-6001	Bond Principle-2008	460,000.00	460,000.00	0.00	460,000.00-	0.00
	NET Account: Expense:	4,907,915.40	4,907,915.40	0.00	4,907,915.40-	0.00
	TOTAL Fund 80400: Debt Service Fund:	618,423.33	618,423.33	0.00	618,423.33-	0.00
	REPORT TOTALS:	3,178,668.11	3,178,668.11	0.00	3,178,668.11-	0.00

*** End Of Report ***

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015
To 06/30/2016

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	5,060.00-	5,060.00-	10,000.00-	4,940.00-	50.60
2380-8203	Background Check Service Fee	950.00-	950.00-	300.00-	650.00	316.67
2380-8227	Vacant Building Ordinance	3,150.00-	3,150.00-	4,500.00-	1,350.00-	70.00
2380-8228	Graffiti Ordinance	511.24-	511.24-	0.00	511.24	0.00
2380-8551	Fines and Penalties for Violations	612,640.77-	612,640.77-	425,000.00-	187,640.77	144.15
2380-8554	Vehicle Abatement Fee	53,517.86-	53,517.86-	48,000.00-	5,517.86	111.50
2380-8556	Foreclosure Revenues	52,400.99-	52,400.99-	45,000.00-	7,400.99	116.45
2380-8657	Miscellaneous Revenue	671.53-	671.53-	0.00	671.53	0.00
2380-8659	Refunds and Reimbursements	13,092.59-	13,092.59-	0.00	13,092.59	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	4,526.02-	4,526.02-	65,000.00-	60,473.98-	6.96
2381-8334	Interfund Charges - CDBG	300,000.00-	300,000.00-	400,000.00-	100,000.00-	75.00
NET Account: Revenue:		1,046,521.00-	1,046,521.00-	1,027,800.00-	18,721.00	101.82
Account: Expense						
2425-1010	Salaries / Full-time	452,763.24	452,763.24	488,354.00	35,590.76	92.71
2425-1020	Salaries / Part-time	85,558.21	85,558.21	119,547.00	33,988.79	71.57
2425-1030	Salaries / Overtime	1,805.03	1,805.03	0.00	1,805.03-	0.00
2425-1040	Salaries - Leave Payout	2,689.25	2,689.25	9,241.00	6,551.75	29.10
2425-1050	Salaries / Uniform Pay	1,500.00	1,500.00	1,000.00	500.00-	150.00
2425-2000	Public Employees Retirement System	104,120.66	104,120.66	116,968.00	12,847.34	89.02
2425-2002	Long Term Disability Insurance	1,538.81	1,538.81	1,786.00	247.19	86.16
2425-2003	Life Insurance Premiums	525.69	525.69	593.00	67.31	88.65
2425-2004	Worker's Compensation Insurance	46,440.83	46,440.83	51,203.00	4,762.17	90.70
2425-2005	Medicare Tax - Employer's Share	8,140.60	8,140.60	9,959.00	1,818.40	81.74
2425-2007	Deferred Compensation / Part-time	2,943.95	2,943.95	3,545.00	601.05	83.05
2425-2008	Deferred Compensation / Full-time	26,674.51	26,674.51	33,573.00	6,898.49	79.45
2425-2009	Unemployment Insurance	4,494.17	4,494.17	4,188.00	306.17-	107.31
2425-2010	Section 125 Benefit Allow.	153,856.92	153,856.92	172,297.00	18,440.08	89.30
2425-3001	Gas and Electric Utilities	0.00	0.00	11,000.00	11,000.00	0.00
2425-3002	Telephone and Fax Charges	4,067.75	4,067.75	7,000.00	2,932.25	58.11
2425-3011	Advertising - Bids and Legal Notices	29.90	29.90	1,000.00	970.10	2.99
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	2,104.84	2,104.84	8,000.00	5,895.16	26.31
2425-3018	Postage / Other Mailing Charges	7,538.41	7,538.41	13,000.00	5,461.59	57.99
2425-3020	Mileage Reimbursement	0.00	0.00	500.00	500.00	0.00
2425-3025	Vehicle Fuel, Supplies & Maintenance	3,678.28	3,678.28	18,000.00	14,321.72	20.43
2425-3037	Weed Abatement Expense	721.00	721.00	65,000.00	64,279.00	1.11
2425-3040	Contracted Services	20,657.85	20,657.85	104,000.00	83,342.15	19.86
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	3,199.39	3,199.39	23,500.00	20,300.61	13.61
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	370,000.00	370,000.00	370,000.00	0.00	100.00
2425-3300	Conference, Training, Education	961.99	961.99	7,000.00	6,038.01	13.74
2425-4002	Interfund Charges - Central Supply	781.22	781.22	600.00	181.22-	130.20
2425-4005	Interfund Charges - Vehicle Repairs	19,494.00	19,494.00	19,494.00	0.00	100.00
2425-4007	Interfund Charges - Vehicle Replacem	13,567.00	13,567.00	13,567.00	0.00	100.00
2425-4018	Interfund Charges-Computer Maint.	56,447.00	56,447.00	60,512.00	4,065.00	93.28
2425-4020	Interfund Charges - Computer Replace	14,616.00	14,616.00	14,616.00	0.00	100.00
2425-6002	Lease Payment	0.00	0.00	7,730.00	7,730.00	0.00
NET Account: Expense:		1,412,192.62	1,412,192.62	1,764,398.00	352,205.38	80.04
TOTAL Dept 414: Community Development - Code Enforcement:		365,671.62	365,671.62	736,598.00	370,926.38	49.64
TOTAL Fund 10800: Code Enforcement:		365,671.62	365,671.62	736,598.00	370,926.38	49.64

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015
To 06/30/2016

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	29,316.13-	29,316.13-	18,338.00-	10,978.13	159.87
	NET Account: Revenue:	29,316.13-	29,316.13-	18,338.00-	10,978.13	159.87
Account: Expense						
2427-1010	Salaries / Full-time	3,635.77	3,635.77	6,335.00	2,699.23	57.39
2427-2000	Public Employees Retirement System	2,211.29	2,211.29	1,621.00	590.29-	136.42
2427-2002	Long Term Disability Insurance	16.04	16.04	23.00	6.96	69.74
2427-2003	Life Insurance Premiums	5.32	5.32	0.00	5.32-	0.00
2427-2004	Worker's Compensation Insurance	373.83	373.83	553.00	179.17	67.60
2427-2005	Medicare Tax-Employer's Share	64.55	64.55	96.00	31.45	67.24
2427-2008	Deferred Compensation/Full-time	173.32	173.32	266.00	92.68	65.16
2427-2009	Unemployment Insurance	17.21	17.21	247.00	229.79	6.97
2427-2010	Section 125 Benefit Allow.	2,120.82	2,120.82	2,221.00	100.18	95.49
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	1,514.01	1,514.01	6,956.00	5,441.99	21.77
	NET Account: Expense:	10,382.16	10,382.16	18,523.00	8,140.84	56.05
	TOTAL Dept 432: LEA Tire Grant:	18,933.97-	18,933.97-	185.00	19,118.97	0.00
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	870.62	870.62	5,280.00	4,409.38	16.49
2428-2000	Public Employees Retirement System	2,454.03	2,454.03	1,351.00	1,103.03-	181.65
2428-2002	Long Term Disability Insurance	5.58	5.58	19.00	13.42	29.37
2428-2003	Life Insurance Premiums	1.90	1.90	0.00	1.90-	0.00
2428-2004	Worker's Compensation Insurance	132.20	132.20	461.00	328.80	28.68
2428-2005	Medicare Tax - Employer's Share	22.83	22.83	80.00	57.17	28.54
2428-2008	Deferred Compensation / Full-time	61.25	61.25	222.00	160.75	27.59
2428-2009	Unemployment Insurance	9.00	9.00	206.00	197.00	4.37
2428-2010	Section 125 Benefit Allow.	511.04	511.04	1,851.00	1,339.96	27.61
2428-3012	Advertising - Other	1,890.49	1,890.49	4,318.00	2,427.51	43.78
2428-3040	Contracted Services	15,230.00	15,230.00	25,545.00	10,315.00	59.62
2428-3120	Other Supplies	390.70	390.70	665.00	274.30	58.75
	NET Account: Expense:	21,579.64	21,579.64	39,998.00	18,418.36	53.95
	TOTAL Dept 436: Tire Amnesty Grant:	31,211.36-	31,211.36-	349.00	31,560.36	8,943.08-
	TOTAL Fund 10865: LEA Tire Grant:	50,145.33-	50,145.33-	534.00	50,679.33	9,390.51-
	REPORT TOTALS:	315,526.29	315,526.29	737,132.00	421,605.71	42.80

*** End Of Report ***

REPORT TO THE CITY COUNCIL

MEETING OF: July 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 JUNE 1 – JUNE 30, 2016

Foreclosed Property Activities

	Activity	Amount
1.	Total Foreclosed Property Cases	113
2.	Monitoring (Occupied)	102
3.	Active Cases	11
*4.	Properties Sold this month and/or Closed	16
5.	Properties Registered	6
6.	Citations Issued	8

* (11) Foreclosure properties sold. Foreclosure cases closed due to cancellation of foreclosure process (5).

Code Enforcement Activities

	Activity	Total for Month	Year to Date (From 7/1/2015)
1.	Files Opened <i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i>	79	1,045
2.	Files Closed <i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i>	56	887
3.	Active Files <i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i>	713	N/A
4.	Citations Issued <i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i>	4	244
5.	Abandoned Vehicles Tagged (Cases Opened)	24	717
6.	Abandoned Vehicles Towed (Cases Closed)	2	24
7.	Abandoned Vehicles Removed (Cases Closed)	38	695
8.	Active Abandoned Vehicle Files	89	N/A
9.	Weed Abatement Files Opened	2	322

Accounts Receivables Activities

	Activity	Total for Month	Year to Date (From 7/1/2015)
1.	Fines/Citations, Penalties, and Enforcement Fees <i>Levied</i>	\$11,350.00	\$156,625.00
2.	Fines/Citations, Penalties, and Enforcement Fees <i>Collected</i>	\$31,651.90	\$621,619.60
3.	Registration Fees for Vacant/Abandoned Buildings and Foreclosed Properties <i>Collected</i>	\$1,230.00	\$8,210.00
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	1	24	\$35,366.04	\$580,499.55
3.	Liens turned over to Assessor	0	5	\$0.00	\$7,550.00


Files currently being reviewed for appropriate action – 3

REPORT TO THE CITY COUNCIL

MEETING OF: July 13, 2016

AGENDA ITEM NUMBER: 3F

APPROVED BY:


Executive Director

Subject: Code Enforcement Funds Collection Report for Period Ending June 30, 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	\$67,380	\$122,878	\$39,338	\$673,872
TOTAL													\$3,388,364

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: July 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. The National Night Out Planning Committee had its fourth meeting on Tuesday, June 28th. We discussed the kickoff time agenda and got it approved.
- b. We established a sub-committee to review the essays and decided to let the Youth Commission review the posters.
- c. MUSD Superintendent Mr. Gonzalez has committed the MUSD engagement in NNO and the MUSD trustees will participate as well.
- d. We are calling the leaders to register them for NNO and our team is working to ensure that the kickoff logistics are covered.

II. Neighborhood Meetings:

- a. June Meetings
 - i. Date: June 2, 2016; Location: North N Street; Time: 6 P.M. to 7 P.M.
 - ii. Date: June 9, 2016; Location: Rosewood Court; Time: 6 P.M. to 7 P.M.

- iii. Date: June 15, 2016; Location: New Generation Church: Time 6 P.M. to 7 P.M. (conducting their own meeting but the Outreach staff are providing logistical support).
 - iv. Date: June 21, 2016; Location: Madera West Family Apartments; Time: 6 P.M. to 7 P.M.
- b. Upcoming Meetings
 - 1. Date: July 12, 2016 (New NW); Location: Berry Drive; Time: 6 P.M. to 7 P.M.
 - 2. Date: July 19, 2016 (2nd meeting); Location: Coolidge Ave; Time: 6 P.M. to P.M.
 - 3. Date: July 21, 2016 (New NW); Location: South Kennedy; Time: 6 P.M. to 7 P.M.

Note: We limited the number of neighborhood watches this month to work on National Night Out. We are accommodating leaders who expressed concerns about the hot weather in the evening.

III. Curb Stripe Initiative

- a. Councilman Charles is going to write a letter to the leaders, urging them to participate in soliciting their engagement in the program.
- b. Once the letter is received, the Outreach Team will send it out to the leaders and work with those who respond to the call.
- c. The Outreach Team had devised a plan to cover the remainder Neighborhood Watches and, upon completion, the program will be transferred to the Madera Ministerial Association or Public Works.

IV. Parents for Students Success

- a. We met with MUSD Superintendent Gonzalez to discuss how we could collaborate on implementing the program. We discussed connecting with the appropriate individuals who will help us in successfully getting the program running.
- b. Jim, Yuliana, and Christina will be meeting with MUSD staff next week to discuss the preliminary tools to get started.

V. City Formal Internship Program

- a. Councilman Will Oliver is reviewing the program and will offer recommendations at his discretionary convenience.

VI. American Red Cross Volunteer Training

- a. The Madera Team will had a meeting on June 9th at the RDA, Conference Room.
- b. The next meeting will be held on July 13th at the RDA from 6 P.M. to 8 P.M.
- c. The Outreach Team will continue on its quest to recruit volunteers for Madera.

VII. Outreach Activities:

- a. We have not done outreach since after the Business Extravaganza.

VIII. Other Projects& Programs:

a. Community Partnership:

- 1. The Community Action Center has agreed to merge their S.A.L.T. group with our department's Community Partnership group.
 - i. The objective of this mergence is to effectively and closely coordinate events among agencies and it allows agencies to pool resources

together using one platform and promote their programs and services to the public.

- ii. The next meeting will be held on Thursday, July 14, at 2:00 PM, at the Salvation Army Facility.

b. Transforming Our City

- 1. Pastor Tim McGraw has yet to send out an email regarding the meeting. We have not held a meeting since last month. More to come on the next Council report.

c. SCORE

- 1. The team has an outreach meeting last week on June 29th at the RDA.
 - i. We recruited volunteers and are preparing them for registration and training.
 - ii. We are set to launch our new workshops predictably by September.

d. Madera Downtown Association

- 1. The Madera Downtown Association had its meeting on July 6TH at the RDA. They discussed the launching of the social media platform and marketing of downtown businesses and the downtown area.

e. High School New Student Convocation

- i. Jim Taubert, Saleh Alhomedi, and Yuliana Franco met with MUSD Superintendent Gonzalez and proposed the convocation to him.
 - a. He accepted the convocation as a great idea and possibly a tool to motivate the high school freshmen/women. It is our hope to launch this program after the launching of the new High School, so that it will be a new tradition.

f. Neighborhood of Choice

- i. Our team met on Wednesday, June 29th at the Citizens Bank. We finalized the grant application the Madera Board of Realtors will be submitting
- ii. The standards are memorialized.
- iii. If grant is awarded, then our team will proceed to creating a committee that will be charged of implementing this new program.

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 HOUSING AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY

BOARD MEETING OF: July 13, 2016

AGENDA ITEM NUMBER: 6A

APPROVED BY:


Executive Director

Subject: Joint Public Hearing Regarding Consideration of a Resolutions Approving 33433 Report and Approval of Sale of Real Property Located at 911 Clinton Street (APN: 008-052-017) and Consideration of a Resolution Approving Disposition and Development Agreement with DMP Development Corporation, Inc.

Summary: This is a noticed public hearing between the City Council and the Successor Housing Agency regarding the sale of property located at 911 Clinton Street. The buyer is DMP Development Corporation, Inc. and the sales price is \$10,000.00.

HISTORY / BACKGROUND

It is proposed that the property be sold to DMP Development Corporation, Inc. for \$10,000.00. This is determined to be "fair market value" given the conditions that have been placed on the development of the property, including the fact that the home has to be affordable to persons or families in the targeted income group and has to be owner occupied.

DMP Development Corporation, Inc. is proposing to construct a 1,300± sf / 4 Bedroom / 2 Bathroom home to be priced in the \$145,000.00 - \$149,000.00 range.

SITUATION

By previous action, the Successor Housing Agency has paid the following impact fees:

- Well Impact Fee \$562.00
- Water Pipes Impact Fee \$283.00
- WWTP Impact Fee \$1,314.00
- Sewer ESA Impact Fee \$135.00

Upon issuance of a building permit DMP Development Corporation, Inc. will be responsible for the following:

- All remaining impact fees.

Prior to occupancy, obtain an Engineering Division encroachment permit for the construction of:

- ADA compliant sidewalk fronting entire frontage (both Magnolia and Clinton Streets).
- Any curb/gutter and driveway approach not currently conforming to City standards.
- Curb/gutter to replace any unused approaches fronting property.

RECOMMENDATION

Staff recommends the following actions:

1. The City Council adopt the resolution approving the sale of 911 Clinton Street to DMP Development Corporation, Inc. The sales price is \$10,000.00
2. The Successor Housing Agency adopt the resolution approving sales of property at 911 Clinton Street.
3. The Successor Housing Agency adopt the resolution approving the Disposition and Development Agreement with DMP Development Corporation, Inc.

Attachments:

- Disposition and Development Agreement
- Resolution (City)
- Resolution (Successor Housing Agency)

JET:cm

**SUMMARY REPORT PURSUANT TO SECTION 33433 OF THE CALIFORNIA
COMMUNITY REDEVELOPMENT LAW ON A PURCHASE AND SALE OF REAL
PROPERTY AGREEMENT BY AND BETWEEN THE SUCCESSOR HOUSING AGENCY
TO THE FORMER MADERA REDEVELOPMENT AGENCY AND
DMP DEVELOPMENT CORPORATION, INC.**

This summary report has been prepared for the Successor Housing Agency to the Former Madera Redevelopment Agency ("Agency") pursuant to Section 33433 of the California Health and Safety Code. This report sets forth certain details of the proposed revised Purchase and Sale of Real Property Agreement ("Agreement") between the Agency and DMP Development Corporation, Inc. ("Buyer"). The site is located at 911 Clinton Street in Madera, CA.

- I. A copy of the proposed Agreement between the Agency and Buyer is available upon request to the Agency, 428 E. Yosemite Avenue, Madera, California, 93638, telephone (559) 661-5110.
- II. The cost to the Agency to develop the property, including land acquisition costs and rehabilitation costs, is summarized as follows:

A. The cost of the Agreement to the Agency is:

1. Acquisition Costs	\$25,000.00
2. Escrow Fees	\$800.00
3. Appraisal Costs:	\$250.00
4. Engineering	\$0.00
5. Sewer & Water connection	\$13,910.00
6. Encroachment Permit Impact Fees	\$2,294.00
7. Compaction Test	\$0.00
8. Public Notice	\$133.12
9. Sub-Total	\$42,387.12
10. Less: Land Sales Proceeds	(\$10,000.00)
11. Net Cost to Agency	<u>\$32,387.12</u>

- B. In addition to the cost information above, the sales price is reflective of conditions for development placed on the project that include the limitation that the Developer must construct one (1) single family dwelling unit on one (1) lot.
- C. The highest and best use permitted under the City of Madera General Plan is for residential use of the property. The estimated value of the interest conveyed, determined the highest uses permitted for the area is \$10,000.00.
- D. The purchase price pursuant to the proposed agreement is \$10,000.00.
- E. The amount of the purchase price is fair market value of the subject parcel. The cost of the property to the Agency is more than the purchase price. However, staff is of the opinion that the cost to the Agency and the purchase price are justified based on several factors, including:
 1. The Agency has placed restrictions as to how the property can be developed.
 2. The proposed agreement will eliminate a blighted condition in the Project Area.

3. The proposed agreement will increase and improve the supply of affordable housing for very low, low and moderate income persons or families.
4. The proposed agreement will upgrade the Project Area and the southeast quadrant of the City.
5. The proposed agreement will generate additional tax revenues and attract new investment beneficial to the citizens of Madera.
6. The purchase price is consistent with other sales in the area.

III. Salient Points of the Agreement

A. The proposed development will occupy one (1) parcel of land identified as 911 Clinton Street in Madera California. The Developer will construct one (1) single-family home on one (1) parcel.

B. Developer Responsibilities

1. The Developer will purchase the property 911 Clinton Street from the Agency for \$10,000.00.
2. The Developer will design and construct one (1) single-family residential dwelling. The home and sales price are described as follows:
 - a. 1,300± square feet of living space
 - b. 4 Bedroom/2 Bathroom
 - c. Front Yard Landscaping with Automatic Irrigation Controller
 - d. Fenced Rear Yard
 - e. Home sales price will be \$145,000.00 - \$149,000.00

C. Agency Responsibilities

1. The Agency will convey one (1) parcel to the Developer for \$10,000.00

IV. Blight Elimination

The proposed residential development as contained in the Agreement is essential to the stimulation of new investment in both the Project Area and the southeast quadrant of the City of Madera. The property represents a major blighting influence on the area. The construction of one (1) single family home will increase economic activity in the area, thus strengthening the area for future development, while eliminating a blighted condition.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING SALE OF PROPERTY KNOWN AS 911 CLINTON STREET ACQUIRED BY TAX INCREMENT BY THE FORMER MADERA REDEVELOPMENT AGENCY AND MAKING FINDINGS RELATED THERETO

WHEREAS, the City of Madera, as Successor Housing Agency to the Former Madera Redevelopment Agency (the "Agency") is involved in the elimination of blight; and

WHEREAS, the Agency has acquired certain property specifically described on Exhibit "A" attached hereto and generally described as 911 Clinton Street (the "Subject Property") and removed the blighting conditions located on such property and prepared it for sale; and

WHEREAS, the sale price for the Subject Property is not less than the fair market reuse value of the parcel; and

WHEREAS, a public hearing concerning sale was duly noticed and came on for hearing on July 13, 2016; and

WHEREAS, the property is sold with a condition that it be used to construct one (1) single family dwelling unit on the lot, which can only be sold to very low, low or moderate income persons or families and the grantee of such property will be required to execute an agreement guaranteeing such use.

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

1. The above recitals are true and correct
2. The sale of the Subject Properties will provide for the

construction of one (1) single family dwelling unit on the lot, which can only be sold to very low, low or moderate income persons or families, and is consistent with the implementation plan adopted pursuant to Section 33490 of Community Redevelopment Law, California Government Code Sections 33000 *et seq.*

3. The consideration to be paid for the Subject Property is not less than the fair market reuse value at its highest and best use in accordance with the Former Madera Redevelopment Agency Redevelopment Plan.

4. The sale of the Subject Property is hereby approved.

5. This resolution is effective immediately upon adoption.

* * * * *

RESOLUTION NO. SHA 16-__

RESOLUTION OF THE CITY OF MADERA AS SUCCESSOR HOUSING
AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY
MADERA, CALIFORNIA APPROVING THE SALE OF PROPERTY KNOWN
911 CLINTON STREET FOR THE CONSTRUCTION OF ONE (1) SINGLE
FAMILY DWELLING UNIT ON LOT LOCATED IN THE CITY OF MADERA

WHEREAS, DMP Development Corporation, Inc., have applied to purchase property from the Successor Housing Agency for the construction of one (1) single family dwelling unit on the lot located at 911 Clinton Street (the "Project"); and

WHEREAS, the project has been deemed to be categorically exempt pursuant to §15303(a) new construction and that there is no possibility that this action could cause a significant adverse impact on the environment pursuant to the California Environmental Quality Act; and

WHEREAS, a Disposition and Development Agreement (the "Agreement") has been prepared and is on file in the office of the Executive Director of the Successor Housing Agency to the Former Madera Redevelopment Agency and referred to for more particulars; and

WHEREAS, the purpose of the sale of the property is to effectuate the Redevelopment Plan of the City of Madera (the "Plan"); and

WHEREAS, the sale of the property is in the best interest of the Developer and Successor Housing Agency in that it will assist in the elimination of blight in the Southeast area of Madera.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF MADERA as Successor Housing Agency to the Former Madera Redevelopment Agency, hereby finds, determines, resolves and orders as follows:

1. Each of the above recitals is true and correct.

2. Based upon the testimony and information presented at the hearing and upon review and consideration of the environmental documentation provided, the approval of the sale of the property is in the best interest of the City of Madera, and the Successor Housing Agency finds that the Project is categorically exempt.

3. The consideration to be paid for the Subject Property is not less than the fair market reuse value at its highest and best use in accordance with the Redevelopment Plan.

4. The Successor Housing Agency to the Former Madera Redevelopment Agency approves the sale of 911 Clinton Street to DMP Development Corporation, Inc., for the Project conditioned upon the Developer entering into the Disposition and Development Agreement for the Site in substantial form of the Agreement on file in the office of the Executive Director of the Successor Housing Agency and approved as to form by the General Counsel of the Successor Housing Agency.

5. This resolution is effective immediately upon adoption.

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RESOLUTION NO. SHA 16-__

RESOLUTION OF THE CITY OF MADERA AS SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY MADERA, CALIFORNIA APPROVING DISPOSITION AND DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION OF ONE SINGLE FAMILY RESIDENCE LOCATED AT 911 CLINTON STREET AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE SUCCESSOR HOUSING AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY

WHEREAS, DMP DEVELOPMENT CORPORATION, INC., has applied to purchase property from the Successor Housing Agency for the construction of one (1) single family dwelling unit the lot located at 911 Clinton Street (the "Project"); and

WHEREAS, a Disposition and Development Agreement (the "Agreement") for this project is necessary to carry the project forward and the form of such Agreement has been prepared and is on file in the office of the Executive Director of the Successor Housing Agency of the Former Madera Redevelopment Agency and referred to for more particulars; and

WHEREAS, the purpose of the Agreement is to effectuate the Redevelopment Plan (the "Plan"); and

WHEREAS, the Agreement is in the best interest of the Developer and Successor Housing Agency in that it will allow the construction of one (1) single family dwelling unit on the lot, which can only be sold to very low, low or moderate income persons or families in the Southeast area of Madera.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF MADERA as Successor Housing Agency of the Former Madera Redevelopment Agency of the City of Madera hereby finds, determines, resolves and orders as follows:

1. Each of the above recitals is true and correct.

2. The consideration to be paid for the Subject Property is not less than the fair market reuse value at its highest and best use in accordance with the Successor Housing Agency Redevelopment Plan.

3. The Successor Housing Agency of the Former Madera Redevelopment Agency approves the Disposition and Development Agreement for the Project and such Agreement is on file in the Office of the Executive Director of the Successor Housing Agency and approved as to form by the General Counsel of the Agency.

4. The Mayor is authorized to execute the Agreement on behalf of the Successor Housing Agency of the Former Madera Redevelopment Agency.

5. This resolution is effective immediately upon adoption.

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

BOARD MEETING OF: July 13, 2016

AGENDA ITEM NUMBER: 6B

APPROVED BY:


Executive Director

Subject: Consideration of a Resolution Awarding the Contract for Riverside Villas Subdivision Improvements to Floyd Johnston Construction

Summary: The Successor Housing Agency will consider a resolution approving the award of a contract for Riverside Villas improvements to Floyd Johnston Construction in the amount of \$273,066.60 and authorizing up to 10% in construction contingencies as approved by the Executive Director and City Engineer.

HISTORY / BACKGROUND

The former developers of the subdivision lost the property to the bank due to the downturn in the housing market. The former Redevelopment Agency bought the property from Bank of Sierra prior to the dissolution of redevelopment. The former developer anticipated constructing two (2) story homes in the \$300,000.00 - \$400,000.00 price range. Consequently the lots are fairly narrow.

The Successor Housing Agency contracted with Harbison International to redraw the lot lines to accommodate single story homes and to address certain storm drainage issues. Additionally, the temporary storm drainage pond will be eliminated so that a home can be constructed on the site.

SITUATION

The bid opening was held on July 6, 2016. There were two (2) bids submitted ranging from \$462,241.00 to \$273,066.60. The low bid was submitted by Floyd Johnston Construction. The funding for the project has been approved by the Department of Finance using pre-2011 bond funds in ROPS 16-17, line item 38 Riverside Villas.

RECOMMENDATION

Staff recommends the Successor Housing Agency adopt the resolution awarding the contract to Floyd Johnston Construction and authoring contingencies of up to 10% as approved by the Executive Director and City Engineer.

Attachment:

- Resolution (Successor Housing Agency)
- Agreement

JET:cm

RESOLUTION NO. SHA 16-__

A RESOLUTION OF THE SUCCESSOR HOUSING AGENCY OF FORMER REDEVELOPMENT AGENCY OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE AWARD OF CONTRACT FOR THE RIVERSIDE VILLAS OF MADERA PROJECT RDA PROJECT NO. 06-S-04-REBID, IN THE AMOUNT OF \$273,066.60 TO FLOYD JOHNSTON CONSTRUCTION, AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 10%, CONSTRUCTION INSPECTION

WHEREAS, The Engineering Division advertised a solicitation for bids for the; Riverside Villas of Madera Project RDA Project No. 06-S-04-Rebid, and

WHEREAS, Sealed bids were received and opened by the City Engineer; and

WHEREAS, Funding for project construction will come from pre-2011 bond funds having been approved by the Department of Finance in the Agency ROPS 16 -17 Line Item 38, and

WHEREAS, On July 14, 2015, a Negative Declaration was approved for the project pursuant to the provisions of the California Environmental Quality Act (CEQA). The project will not have a significant effect on the environment.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF MADERA as Successor Housing Agency to the Former Madera Redevelopment Agency, hereby finds, determines, resolves and orders as follows:

The above recitals are true and correct.

1. The City Council has reviewed and considered all of the information presented including the report to the City Council from the Engineering Division.
2. The City finds that Floyd Johnston Construction Co., Inc. the lowest responsible and responsive bidder.
3. The contract for the Riverside Villas of Madera Project RDA Project No. 06-S-04-Rebid, a copy of which is on file in the office of the City Clerk and which is referred to for more particulars, is hereby approved.
4. Construction contingencies of up to 10% of the contract amount are hereby authorized.
5. Construction Inspection and Management contingencies of up to 10% of the contract amount as approved by the City Engineer are hereby authorized.
6. The Mayor is authorized to execute the contract on behalf of the City.
7. This Resolution is effective immediately upon adoption.

* * * * *

AGREEMENT

THIS AGREEMENT, made this 13th day of July, 2016, between the City of Madera, as Successor Housing Agency to the Former Madera Redevelopment Agency, hereinafter called "**AGENCY**", and Floyd Johnston Construction Co., Inc., doing business as (an individual), or (a partnership), or (a corporation), hereinafter called "**CONTRACTOR**".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the "**Re-Bid of Riverside Villas of Madera- Subdivision Improvement Plans Project No. RDA 16-02**"
2. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the **WORK** described herein.
3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of \$273,066.60, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any **WORK**.
4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.
5. The term "**CONTRACT DOCUMENTS**" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Information for Bidders
 - (C) Bid Proposal
 - (D) Bid Bond
 - (E) Agreement
 - (F) Payment Bond
 - (G) Performance Bond
 - (H) Insurance Requirements for Contractors
 - (I) General Conditions
 - (J) Special Conditions
 - (K) State Standard Plans and Specifications ISSUE 2015
 - (L) PLANS and SPECIFICATIONS prepared or issued by CITY OF MADERA, entitled "**Re-Bid of Riverside Villas of Madera- Subdivision Improvement Plans Project No. RDA 16-02**" dated June 2016. Project Plans prepared or issued by the City of Madera Engineering Department, Explanation of Bid Items, Technical Specifications, City of Madera Standard Specifications and Drawings

Addenda Nos. 1, dated 06/28/16
Addenda Nos. 2, dated 06/30/16
Addenda Nos. , dated

6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **AGENCY** liquidated damages in the amount of **Four Hundred Dollars (\$400.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. The **AGENCY** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. For any moneys earned by the **CONTRACTOR** and withheld by the **AGENCY** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. In the event of a dispute between the **AGENCY** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **AGENCY** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **AGENCY** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **AGENCY** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **AGENCY'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **AGENCY**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

9. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter".

10. In accordance with the provisions of Article 5, Chapter I, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part I, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. The **CONTRACTOR** shall comply with Part 7, Chapter I, Article 2, Section 1775 of the Labor Code of the State of California. The **CONTRACTOR** shall, as a penalty to the

AGENCY, forfeit fifty dollars (\$50.00) for each calendar day, or portion thereof, for each workman paid less than the prevailing rates for such work or craft in which such workman is employed for any public work done under the Contract by him or by any **SUBCONTRACTOR** under him. The difference between such prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than a prevailing wage rate, shall be paid to each workman by the **CONTRACTOR**.

12. The **CONTRACTOR** shall comply with Part 7, Chapter I, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **AGENCY**, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. Should non-compliance still be evident after the ten (10) day period, the **CONTRACTOR** shall, as a penalty to the **AGENCY** forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

13. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR** under him. It is the **CONTRACTOR'S** responsibility to ensure compliance by both itself and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars (\$30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of

Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (a) In the event unemployment for the previous three month period in such area exceeds an average of 15 percent, or
- (b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or
- (c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or
- (d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents **CONTRACTORS** in a specific trade from the 1 to 5 ratio on a local or statewide basis the member **CONTRACTORS** will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other **CONTRACTORS** on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

14. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any workman is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property. The **CONTRACTOR** doing the work, or his duly authorized agent, shall file with **AGENCY** a report, verified by his oath, setting forth the nature of the said emergency, which report shall contain the name of said worker and the hours worked by him on the said day, and the **CONTRACTOR** and each **SUBCONTRACTOR** shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the **AGENCY**, or its officer or agents and to the Chief of all Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents; and it is hereby further agreed that said **CONTRACTOR** shall forfeit as a penalty to the **AGENCY** the sum of Twenty-Five Dollars (\$25.00) for each laborer, workman or

any **SUBCONTRACTOR** under him for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of this stipulation.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **AGENCY**. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **AGENCY** shall deduct such charges from payments due the **CONTRACTOR**.

15. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

16. The **CONTRACTOR** and the **AGENCY** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a supplemental agreement or change order and approved and signed by the **AGENCY** and the **CONTRACTOR**. It is specifically agreed that the **AGENCY** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This contract shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

17. **CONTRACTOR** will indemnify and defend the **AGENCY** against and hold it harmless from all and any liability for damages on account of injury to persons or damages to property resulting from or arising out of or in any way connected with the performance by **CONTRACTOR** of the Agreement and reimburse the **AGENCY** for all costs, expenses and loss incurred by it in consequence of any claims, demands, and causes of action which may be brought against it arising out of the performance by **CONTRACTOR** of this Agreement. **CONTRACTOR** shall furnish the **AGENCY** with a certificate of an insurance carrier of adequate insurance coverage on this undertaking with limits of at least:

\$1,000,000 for bodily injury to each person,
\$1,000,000 for bodily injuries on each occurrence, and
\$1,000,000 for property damage on each occurrence.

The Certificate of Insurance will state the contractual liability assumed under this paragraph is covered and shall provide that thirty (30) days notice of cancellation or reduction in coverage shall be given the **AGENCY**.

The Certificate of Insurance shall be issued in triplicate to the City of Madera and all officers and employees of said agency while acting within the course and scope of their duties and responsibilities.

Insurance policies shall name the City of Madera its officers, officials, employees and volunteers as additional insured for all liability arising out of the operations by or behalf of the named insured in the performance of this Agreement. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance as least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 (if a later edition is used).

See Section "INSURANCE REQUIREMENTS FOR CONTRACTOR", pages 38-41 of the Contract Documents, for additional details as they pertain to the provision of insurance.

18. Amendments- Any changes to this Agreement requested by either City or Floyd Johnston Construction Co., Inc. 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 writing.

19. Termination.

A. This Agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, Floyd Johnston Construction Co., Inc. 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 in writing by the City representative 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, if in the determination of City, there is:

1. An illegal use of funds by Floyd Johnston Construction Co., Inc.
2. A failure by Floyd Johnston Construction Co., Inc., to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by Floyd Johnston Construction Co., Inc., to City.

In no event shall any payment by City or acceptance by Floyd Johnston Construction Co., Inc., 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 Floyd Johnston Construction Co., Inc., the repayment to City of any funds disbursed to Floyd Johnston Construction Co., Inc., under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

Notice of termination shall be mailed to the City of Madera, as Successor Housing Agency to the Former Madera Redevelopment Agency attention City Engineer:

City of Madera
205 W. 4th Street
Madera, Ca 93637

To the Contractor Floyd Johnston Construction Co., Inc.,

Notices. All notices and communications from the Floyd Johnston Construction Co., Inc., shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

20. Compliance With Laws- City shall comply with all Federal, State and local laws, ordinances, regulations and provisions applicable in the performance of City'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.

21. Attorneys' Fees/Venue- In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful 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 or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

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

23. City's Authority- Each individual executing or attesting to this Agreement on behalf of the City 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 articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that Contractor is a duly organized and legally existing municipal corporation in good standing in the State of California.

24. Contractor's Legal Authority - Each individual executing or attesting this Agreement on behalf of Floyd Johnston Construction Co., Inc., 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 such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that Floyd Johnston Construction Co., Inc., is a duly organized and legally existing corporation in good standing in the State of California.

25. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

26. Sole Agreement- This instrument constitutes the sole and only Agreement between City and Floyd Johnston Construction Co., Inc., in connection to the Project and correctly sets forth the obligations of the City and Floyd Johnston Construction Co., Inc., to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

27. Assignment-Neither the Floyd Johnston Construction Co., Inc., nor City will assign its interest in this Agreement without the written consent of the other.

28. During the performance of this Agreement, the Contractor assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

29 This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

City of Madera
Herein Called AGENCY

By: _____
Robert L. Poythress, Mayor

APPROVE AS TO FORM:

Brent Richardson, City Attorney

ATTEST:

Claudia Mendoza, Recording Secretary

BY: _____
Herein Called CONTRACTOR

BY: _____

Federal Tax I.D. No.

Contractor License Number

DIR Registration Number

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

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

BOARD MEETING OF: July 13, 2016

AGENDA ITEM NUMBER: 6C

APPROVED BY:


Executive Director

Subject: Consideration of a Resolution Approving Agreement with Blair, Church and Flynn Consulting Engineers for Engineering and Design Services Related to the Development of the Hunter/Massetti Properties and rescinding Resolution SHA 15-13

Summary: The Successor Housing Agency will consider a resolution approving the agreement with Blair, Church and Flynn for engineering and design services related to the development of the Hunter/Massetti properties. The amount is not to exceed \$84,900.00.

HISTORY / BACKGROUND

By previous action, the Successor Housing Agency approved an agreement with Blair, Church and Flynn for design and engineering services related to the development of the Hunter Property. Given the recent acquisition of the Massetti parcel, it made sense to develop the properties as a single project.



We are proposing to contract with Blair, Church and Flynn for design and engineering services that would include the following:

1. Surveying and Mapping.
2. Preparation of Tentative Map.
3. Preparation of Final Map.
4. Preparation of Site Grading, Drainage and Site Utility Plans.
5. Assist in the preparation of a Specific Plan.
6. Bidding Construction Services.

RECOMMENDATION

Staff recommends the Successor Housing Agency rescind resolution SHA 15-13 and adopt the resolution approving the agreement with Blair, Church and Flynn in an amount not to exceed \$84,900.00.

Attachment:

- Resolution (Successor Housing Agency)
- Agreement

JET:cm

RESOLUTION NO. SHA 16-_____

A RESOLUTION OF THE CITY OF MADERA AS SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH BLAIR, CHURCH & FLYNN FOR DESIGN, BIDDING AND CONSTRUCTION MANAGEMENT SERVICES FOR THE HUNTER/MASSETTI PROPERTIES DEVELOPMENT PROJECT IN MADERA, CALIFORNIA AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE AGENCY

WHEREAS, the Successor Housing Agency to the Former Madera Redevelopment Agency is in need of design and engineering services in its efforts to construct affordable housing to meet replacement housing obligations, hereinafter referred to as the "Hunter/Massetti Properties Development Project"; and

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

WHEREAS, the Successor Housing Agency of the Former Madera Redevelopment Agency desires to contract with Blair Church & Flynn for such services; and

WHEREAS, the Successor Housing Agency of the Former Madera Redevelopment Agency has prepared an Agreement with Blair, Church & Flynn for the Hunter/Massetti Properties Development Project (the "Agreement") and such Agreement is on file in the office of the Executive Director of the Successor Housing Agency of the Former Madera Redevelopment Agency and referred to for more particulars.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF MADERA as Successor

Housing Agency of 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 for Design, Bidding and Construction Management Services with Blair Church & Flynn for the Hunter/Massetti Properties Development Project as described above is approved.
3. The Mayor is authorized to execute the Agreement on behalf of the City of Madera as Successor Housing Agency to the Former Madera Redevelopment Agency.
4. This resolution is effective immediately upon adoption.

* * * * *

PASSED AND ADOPTED by the City of Madera as Successor Agency to the Former Madera Redevelopment Agency this _____ day of July, 2016, by the following vote:

AYES:

NOES:

ABSENT:

Robert L. Poythress, Mayor

Approved as to Legal Form

J. Brent Richardson, General Counsel

ATTEST:

Claudia Mendoza, Recording Secretary

**AGREEMENT BETWEEN THE CITY OF MADERA, AS
SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA
REDEVELOPMENT AGENCY AND BLAIR, CHURCH & FLYNN
FOR DESIGN, BIDDING AND CONSTRUCTION MANAGEMENT
SERVICES ASSOCIATED WITH THE HUNTER/MASSETTI
PROPERTIES DEVELOPMENT PROJECT IN MADERA,
CALIFORNIA**

This Agreement made and entered into this _____ day of _____, 2016, between the City of Madera as Successor Housing Agency to the Former Madera Redevelopment Agency, hereinafter (the "Agency") and Blair, Church and Flynn Consulting Engineers, Inc., 451 Clovis Avenue, Suite 200, Clovis, California 93612, hereinafter (the "Engineer").

RECITALS

a. In an effort to eliminate blight, remedy infrastructure deficiencies and improve the aesthetic quality of Adelaide Avenue in Madera, California, the Agency has requested a proposal for design, bidding and construction management services associated with the Adelaide Avenue Subdivision Project including the Hunter/Massetti properties (the "Project").

b. Agency requires such engineering services of a qualified professional engineer for the design, bidding and construction management of the Project.

c. Agency has determined that Engineer is a firm having the necessary experience and qualifications to provide engineering services for the design and coordination of such projects.

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 the Engineer as follows:

1.0 Services. The Agency hereby employs Engineer to perform the Engineering Services herein set forth at the compensation and upon the terms and conditions herein expressed, and Engineer 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 Engineer. It shall be the duty, obligation and responsibility of the Engineer, in a skilled and professional manner, to perform, furnish and supply to the Agency the design, engineering, bidding, and construction management oversight services ("Services") required pertaining to the design and construction of the Project, as further described in the "Professional Services Proposal Adelaide Avenue Subdivision - REVISED" dated July 6, 2016, attached hereto as Exhibit "A" and incorporated herein as though fully set forth.

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

2.2 Use of Project Plans. All plans and specifications prepared by the Engineer, whether written or oral, and all opinions rendered by Engineer 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 to or makes available to Engineer or which Engineer discovers or develops in performance of the Services under this Agreement shall be deemed confidential. Engineer 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 Engineer's professional obligations to be disclosed.

3.0 Engineer'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 required to be furnished by the Engineer to the Agency, Agency agrees to pay to Engineer, and Engineer agrees to accept as payment in full, compensation on an hourly rate basis, as set forth in the Professional Services Fee Schedule attached to Exhibit "A" in an amount not to exceed \$84,900.00. It is understood and agreed to by both parties that all expenses incidental to Engineer's performance of this Agreement will be actual cost reimbursement and are included in the basic fee.

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

4.0 Audits and Inspections Access. Engineer 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 its records and data with respect to matters covered by this Agreement. Engineer shall permit Agency to audit and inspect all

invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters pertaining to this Agreement.

5.0 Time of Completion. Agency and Engineer agree that time is of the essence in each and every term of this Agreement, and the Project will be completed within 180 days from the date of the execution of this Agreement.

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

7.0 Ownership of Documents.

A. All reproducibles made from Engineer's AutoCAD programs provided to Agency shall be on .003" Mylar polyester film, matte one or both sides and/or CD Rom discs in a format compatible with City of Madera computer programs. If the Agreement is terminated at any time during the employment of Engineer, the reproducibles of the design documents and/or CD Rom discs and draft or final reports shall be submitted to, and will become the sole property of Agency.

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

C. Reuse of documents for any purpose other than as intended under this Agreement shall be at Agency's sole risk. Agency shall indemnify Engineer for any damages incurred as a

result of such reuse, including use of incomplete documents.

8.0 Liability Insurance. During the term of this Agreement, the Engineer 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. The Engineer has current certification of said insurance on file with the City of Madera. Engineer agrees to provide Agency with any and all updates of said insurance certificates upon request of Agency.

8.2 Agency Provided Information. Agency will make available to Engineer all information known by Agency regarding existing conditions, including hazardous or dangerous materials that may exist at the Project site, and proposed uses of the site. Agency will transmit immediately to Engineer any new information which becomes available or any change in plans. Engineer 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 Engineer and Engineer waives any claim against Agency for injury, loss or costs created by delay of the Project, costs associated with possible reduction of the property's value, and any consequential damages of

whatever nature, which may arise directly or indirectly as a result of the services provided by Engineer under this Agreement, unless such claim or liability is caused by the contributory negligence or willful misconduct of Engineer 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 Engineer.

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

Because of its status as an independent contractor, Engineer shall have absolutely no right to employment rights and benefits available to Agency employees. Engineer shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, Engineer shall be solely responsible and hold Agency harmless from all matters relating to payment of Engineer's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that

during the term of this Agreement, Engineer may be providing services to others unrelated to Agency or to this Agreement.

10.0 Hold Harmless. Engineer 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 Engineer, 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 party found by the court to be in default agrees to pay reasonable attorney's fees to the successful 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 or as appropriate in the U.S. District Court for the Eastern District of California, located in Fresno County.

12.0 Governing Law. The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the 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 Engineer 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) day written notice of intent to terminate the contract. If, in the opinion of the Engineer, any requirement of the Agency under terms of this Agreement is unsound from an engineering standpoint, Engineer may terminate this Agreement upon fifteen (15) day written notice to the Agency.

Notice of termination shall be mailed to the Agency:

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

To the Engineer:

Blair, Church & Flynn Consulting Engineers
c/o Jeffrey D. Brians
451 Clovis Avenue, Suite 200
Clovis, CA 93612

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

15.0 Assignment. Neither the Agency nor Engineer 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 Engineer'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 attachments 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 Engineer's Authority. Each individual executing or attesting to this Agreement on behalf of Engineer hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that Engineer is a duly organized and legally existing corporation in good standing in the State of California.

19.0 Sole Agreement. This instrument constitutes the sole and only Agreement between Engineer and Agency respecting the Project and correctly sets forth the obligations of Engineer 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.

* * * * *

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

BLAIR, CHURCH & FLYNN

By: _____
Robert L. Poythress, Mayor

By: _____

Title

APPROVED AS TO FORM:

ATTEST:

By: _____
J. Brent Richardson, General Counsel

By: _____
Claudia Mendoza, Recording Secretary

James E. Taubert
Madera Successor Agency
428 East Yosemite Avenue
Madera, CA 93638

July 6, 2016
File No. 215-0242

Subject: **Professional Services Proposal
Adelaide Avenue Subdivision - REVISED**

Dear Jim:

Thank you for requesting this revised proposal for surveying and engineering services for a proposed subdivision to be located between Adelaide Avenue and Lilly Street, just north of Sunrise Avenue. The parcels that will be subdivided are shown on attached Exhibit B.

Project Understanding

Since the proposal we provided to you last year, the area to be subdivided has roughly doubled and will now include all of the area depicted on attached Exhibit B. Based on the information you recently shared with us regarding lot sizes (fifty foot wide lots with a minimum area of 4,500 square feet), we have developed two potential layouts and have included them as the attached Exhibit C. These layouts are preliminary, with property boundaries based on assessor's maps. After the site has been surveyed and mapped, we can make the necessary adjustments to finalize the lot configurations, and verify that these layouts represent viable alternatives.

As a part of this subdivision, you'd like us to perform boundary and topographic surveys, prepare the tentative and final tract maps, design the on-site and off-site improvements, including lot rough grading, perimeter fencing, street improvements, sewer, water and storm drain improvements, and prepare development standards for front yard landscape and irrigation. We will also prepare a concept drawing and planting and irrigation specifications that will serve as the guideline for front yard landscaping. As part of the landscape architecture services we will also assist you in evaluating the feasibility/desirability of creating design guidelines for implementing gray-water systems which can supplement landscape irrigation water needs.

Finally, you mentioned that a Specific Plan may need to be created for the project, and that in connection with this effort you would retain an architect who will prepare the required home elevation drawings needed to establish the general design parameters for the look and feel of the neighborhood.

Scope of Services

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

I. Surveying and Mapping

- A. Complete a post-demolition topographic survey of the project area.

1. We understand that the existing structures, trees and all other on-site improvements will be demolished prior to our survey.
- B. Perform a boundary survey of the project parcels
- C. Prepare a Tentative Tract Map
 1. Work cooperatively with the Successor Agency (SA) to develop up to 3 alternate lot and street configurations. Review these alternates with the SA and assist in selecting the preferred alternate
 2. Based on the selected alternate, prepare and submit a Tentative Tract Map to the City of Madera (City) for review and comment.
 3. Attend up to 2 coordination meetings with the SA and City to discuss the proposed layout, and to finalize the proposed lot and street configuration, and expected conditions of approval.
 4. Based on comments received back from the SA and City review of the tentative map, make revisions as required to secure approval of the tentative map.
- D. Prepare a Final Tract Map
 1. Prepare and submit a Final Tract Map to the City for review and comment
 2. Based on comments received back from the City review, make revisions and re-submit the tract map as required to secure approval of the final map.
 3. Assist the SA and the architect in reviewing and commenting on the City's preliminary Conditions of Approval.
 4. Set property corners for the subdivision
- E. Assist the RDA with the creation of a Specific Plan for the subdivision
 1. Establish design guidelines for landscape and irrigation improvements
 2. Coordinate with the SA's architect and assist in development of design standards (if applicable) for development and implementation of gray water systems for landscape irrigation.
- F. Attend up to a total of 2 meetings related to City approval of the Tract Map (City Council and/or Planning Commission), if requested.

II. Design Services

- A. Prepare Site Demolition Plans for any remaining improvements such as utilities, pavement, curb and gutter, etc, that need to be removed from the project site
- B. Coordinate with utility companies to relocate or underground franchise utilities
- C. Prepare Site Grading and Drainage Plans
- D. Prepare Site Utility Plans (sewer and water services stubbed into the properties)
- E. Prepare off-site street, sewer and water improvement plans for the street frontages on Adelaide and Lilly
- F. Prepare construction detail drawings related to our scope of work
- G. Prepare technical specifications for items within our scope of work

- H. Prepare an opinion of probable construction cost
- I. Prepare a Storm Water Pollution Prevention Plan

III. Bidding and Construction Services

- A. Assist the City in responding to bidder questions and issuing any required addenda prior to bid opening
- B. Respond to contractor or City questions during the construction phase, and issue any necessary clarifications, supplemental instructions, or contract change orders
- C. Review materials and product submittals
- D. Perform periodic observation of the construction site, including up to 4 site visits
- E. Perform a final walkthrough review of the completed work and prepare a punchlist of any remaining work to be done prior to acceptance

Services Outside of Scope

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

- 1. Environmental studies and investigations
- 2. Analysis or studies outside those already performed
- 3. Preparation of bid documents outside that of the technical specifications
- 4. Acquisition of building permits
- 5. Attendance at public meetings beyond those described above
- 6. Attendance at weekly construction meetings
- 7. Design services related to the relocation of franchise utilities
- 8. Design services related to dry utilities (gas, electric and communications)
- 9. Design of off-site improvements beyond the frontage limits
- 10. Attendance at pre-bid, bid opening and pre-construction meetings
- 11. Geotechnical Engineering investigation
- 12. Testing and inspection services
- 13. Re-design due to scope changes initiated by others
- 14. Acquisition of title information
- 15. Preparation of right of way and/or easement dedication documents

- 16. Preparation of legal descriptions other than as required by the Tract Map
- 17. Construction staking

Professional Services Fee

Blair, Church & Flynn proposes to provide engineering services described in the above Scope of Services on a customary time and materials basis according to the Fee Schedule shown in Exhibit A. The fees are estimated as follows:

Surveying and Mapping	\$32,800
Design Services	\$47,300
Bidding and Construction Services	\$4,800
TOTAL PROFESSIONAL SERVICES FEE	\$84,900

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

Schedule

One of our first tasks upon receiving approval of this proposal, will be to work with you to develop a detailed project schedule.

Closing Remarks

Please don't hesitate to contact me at (559) 326-1400 if you have any questions. We greatly appreciate the opportunity to join your project team and look forward to working with you.

Best regards,

BLAIR, CHURCH & FLYNN CONSULTING ENGINEERS



Jeffrey D. Brians, P.E.
Principal

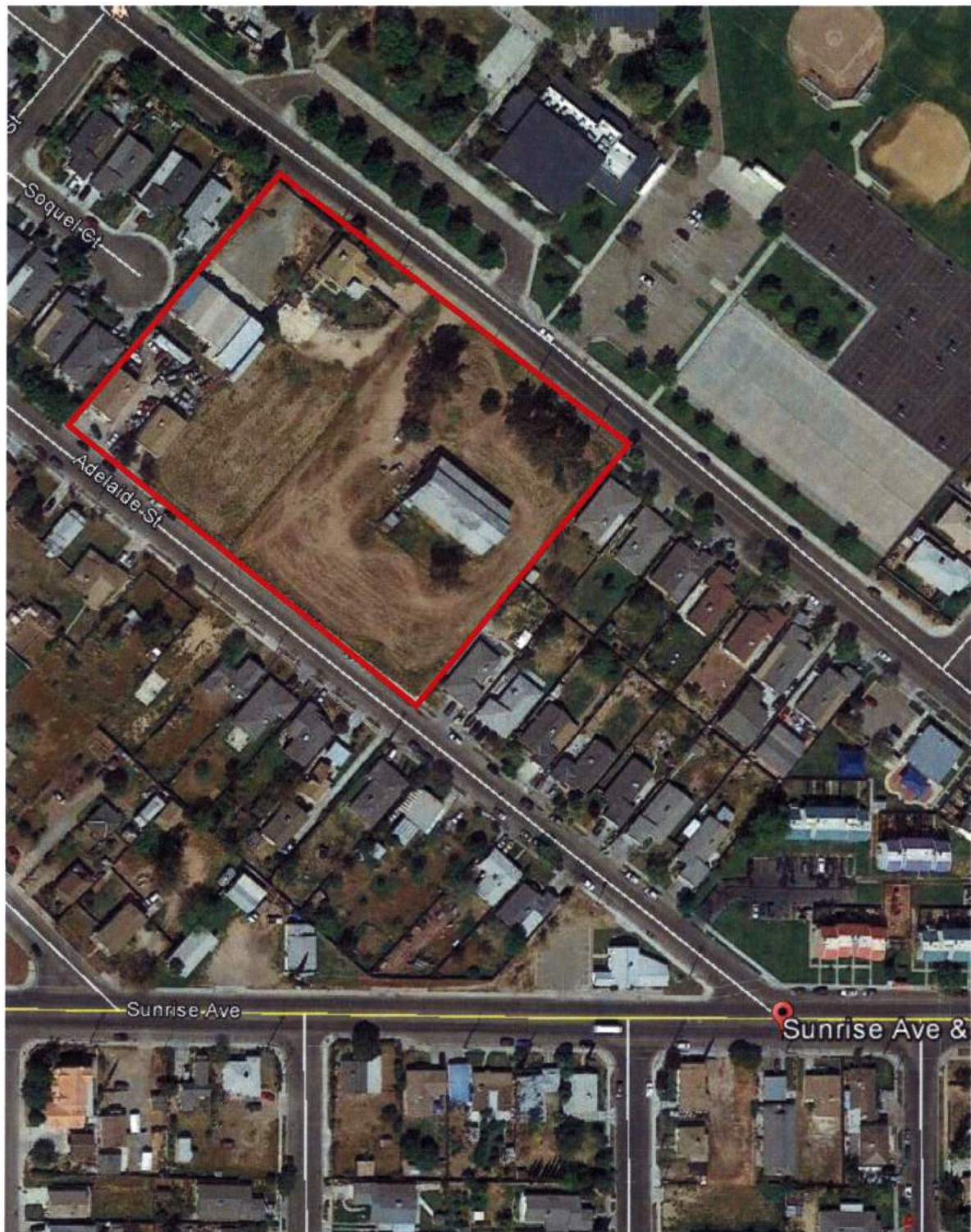
Attachments

Exhibit A: Professional Services Fee Schedule

General Prevailing Wage 2016

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

EXHIBIT B



Madera Tract Map

LILLY AVENUE

ADELAIDE AVENUE

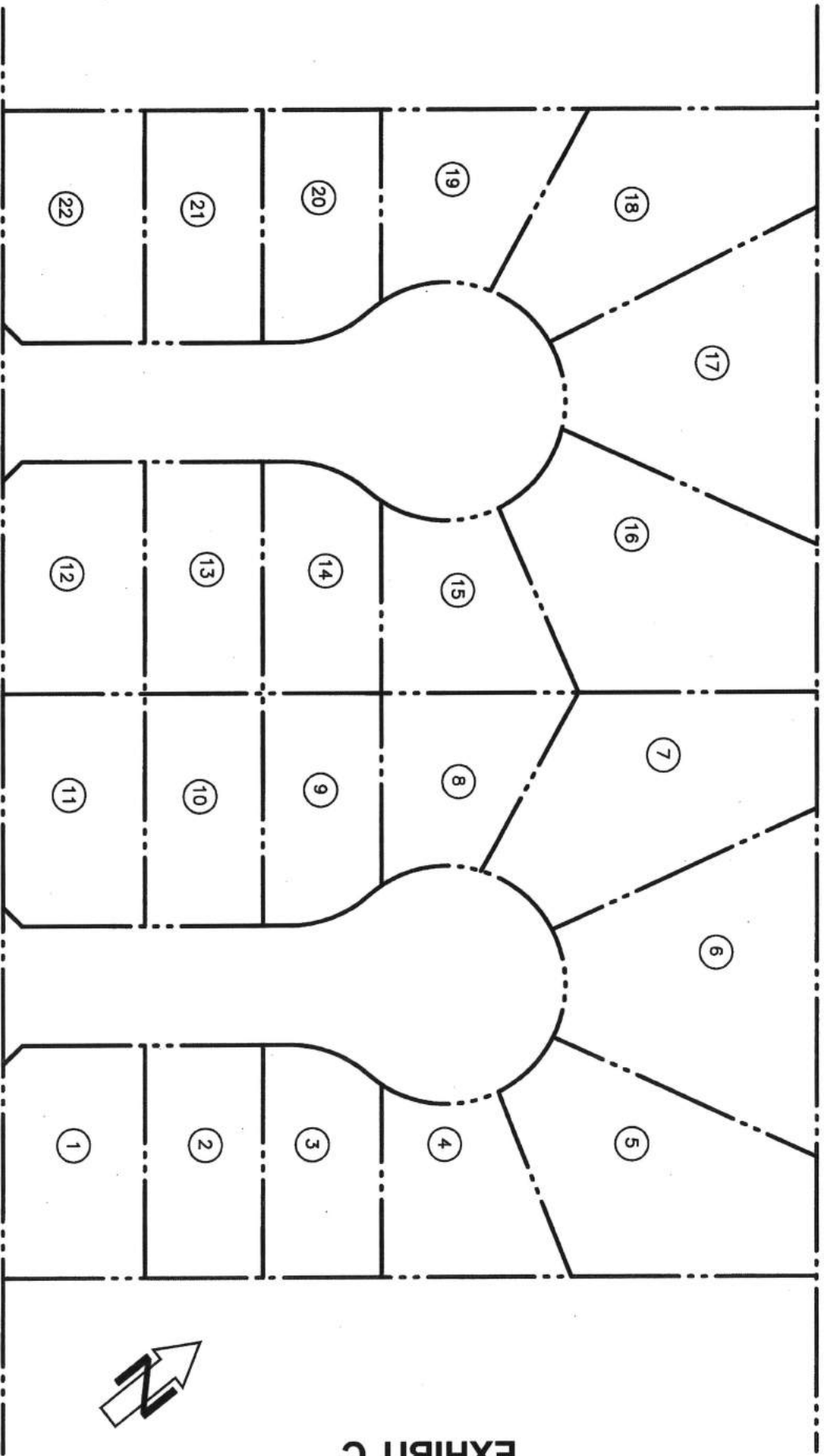


EXHIBIT C

LILLY AVENUE

EXHIBIT C



ADELAIDE AVENUE

