

## **JOINT MEETING NOTICE AND AGENDA**

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

**Wednesday, August 9, 2017 at 6:00 p.m.  
City Hall Council Chambers**

#### **1. 6:00 p.m. – CALL TO ORDER**

##### **ROLL CALL**

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

##### **INVOCATION**

##### **PLEDGE OF ALLEGIANCE**

##### **PUBLIC COMMENT**

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

##### **PRESENTATIONS**

##### **INTRODUCTIONS**

#### **2. WORKSHOP**

There are no items for this section.

#### **3. CONSENT CALENDAR**

- 3A. Minutes of the Joint Meeting of the Regular Meeting of the Madera City Council, Special Meeting of the City Council as the Successor Agency to the former Madera Redevelopment Agency and Special Meeting of the Successor Housing Agency – May 10, 2017 (City/Successor Agency/Successor Housing Agency)**
- 3B. Minutes of the Joint Meeting of the Regular Meeting of the Madera City Council, Special Meeting of the City Council as the Successor Agency to the former Madera Redevelopment Agency and Special Meeting of the Successor Housing Agency – June 14, 2017 (City/Successor Agency/Successor Housing Agency)**
- 3C. Listing of Warrants Issued from June 1, 2017 to July 31, 2017 (Successor Agency)**
- 3D. Monthly Financial Reports – Successor Agency (Successor Agency)**
- 3E. Monthly Financial Reports – Code Enforcement (City)**
- 3F. Activity Report – Code Enforcement Division (City)**

3G. Code Enforcement Funds Collection Report for Period Ending July 31, 2017 (City)

3H. Update on Neighborhood Outreach Activities (City)

3I. Consideration of a Resolution Confirming Support for the Extension of Pacific Gas and Electric Company's Enhanced Economic Development Rate (City)

4. **PROJECTS AND REPORTS**

4A. Report on National Night Out (Successor Agency)

5. **AGREEMENTS**

5A. Consideration of a Resolution Approving Agreement with Giersch & Associates, Inc. Civil Engineers for Engineering and Design Services Related to the Development of the East Yosemite Lot Project (Successor Agency)

6. **HOUSING**

6A. Consideration of a Resolution Approving Agreement with Bedrock Engineering for Land Surveying Services Related to the Development of the Malone Street Residential Project (Successor Housing Agency)

6B. Update on Housing Activities (Successor Housing Agency)

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

7. **GENERAL**

There are no items for this section.

8. **AGENCY MEMBER REPORTS**

9. **CLOSED SESSION**

There are no items for this section.

10. **ADJOURN**

The next Regular Meeting of the Successor Agency will be Wednesday, September 13, 2017.

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

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

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

I, Claudia Mendoza, Recording Secretary, declare under penalty of perjury that I posted the above Joint Meeting Agenda of the Special Meeting of the Madera City Council, and Regular Meeting of the City Council as the Successor Agency for the former Madera Redevelopment Agency and Special Meeting of the City Council as the Successor Housing Agency for August 9, 2017 to be held at 6:00 p.m. in the Council Chambers at City Hall near the front entrances of City Hall before the close of business on Friday, August 4, 2017.

  
Claudia Mendoza, Successor Agency Recording Secretary



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

May 10, 2017  
6:00 p.m.

City Hall  
Council Chambers

**1. CALL TO ORDER**

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

**ROLL CALL**

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

Absent: Council Member Derek O. Robinson Sr.

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, Neighborhood Preservation Supervisor Viola Rodriguez, Neighborhood Preservation Specialist Steve Montes, Neighborhood Preservation Specialist Nicholas Salinas, Neighborhood Outreach Coordinator Saleh Alhomedi and Neighborhood Outreach Assistant Christina Herrera.

**INVOCATION**

Pastor Fred Thurman, New Life Assembly

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Mayor Medellin.

**PUBLIC COMMENT – REGULAR SESSION**

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

*Erica Rodriguez Olivera addressed the City Council regarding homelessness through the Housing Authority. She thanked the City Council for giving her the opportunity to speak. Ms. Rodriguez Olivera suggested if we can obtain a federal resolution for homeless safety assistance. This will bring police, highway patrol and the sheriff's department together. This will allow us to help these individuals by getting them much needed services.*

*Council Member Oliver recommended that Ms. Rodriguez Olivera share her contact information with Neighborhood Outreach Assistant Herrera. He and Council Member Rigby are on an ad hoc committee with Linda Shaw (Housing Authority Executive Director) and they are looking at some pilot projects and ways they can coordinate best delivery of services for the homeless population.*

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

## **PRESENTATIONS**

No Presentations were given.

## **INTRODUCTIONS**

No Introductions were made.

## **2. WORKSHOP**

### **2A. Rental Housing Inspection Program Workshop by Neighborhood Revitalization Department (City)**

Executive Director Jim Taubert reported this process started 18 months ago when we were directed by the City Council to come up with a Rental Inspection Program by working with the real estate community and property owners. We had a three hour workshop on March 8<sup>th</sup>, since that time we have had multiple meetings and we think we have narrowed it down. We have come a long way. Again we think we have a proposal that will work for the City, address the issue of substandard housing and it should not create any major concerns for responsible property owners.

Neighborhood Preservation Specialist Steve Montes outlined changes since last workshop.

- Registration fee was removed from the program.
- Initial inspection fee to be costs is not to exceed three hours and is dictated by the City's Master Fee Schedule.
- We are going to double our efforts to make sure that rental business licenses are obtained.
- Properties that are in the program will be inspected once every three years instead of once every two years. If we have two good consecutive inspections where there are no problems, property owners will be able to drop out of the program for six years.
- Implementation will begin with properties that were built or received a Certificate of Occupancy in the year 1970 or older. We would start there but we will incorporate all other properties that are non-exempt.
- If the property owner is working towards abating the violation, we will have no problem issuing an extension. However, inspection fees will still apply.
- We will make every attempt to recover our costs from the owners. This will include attorney's fees, posting notices and inspections.
- We want to expand education and outreach to include tenant classes, owner classes, credit counseling classes and homeownership classes.

- If through our actions a tenant is displaced, for a qualified candidate we would make a request to Madera Housing Authority if they can be placed in an expedited manner. This would be a request and not a guarantee.
- If a property owner cannot or would not abate the substandard conditions, the City will abate the conditions at the cost to the property owner.
- Property owner will provide the tenant information on basic tenant's rights once they engage in lease, once a year or upon request. Mayor Medellin asked is a lease agreement required on all rental properties? Mr. Montes responded by stating a written lease is not required through the ordinance. Once they engage in an agreement on renting the property the property owner will be required to provide that information at that time.
- If the property owner does not register their rental property by noticed date, they will have to pay a delinquent registration fee.
- We want to make sure that we are protecting the information that we gather to the extent that is allowed by law. This information will not be public and will be for internal use only.

Mr. Montes stated that he believes that a lot of progress has been made. One area of opportunity is the outreach and education. We are partnering with the Parent Resource Center and Madera Adult School where we go and provide information to tenants. This will present a great opportunity for agencies and businesses to help develop a curriculum to have good property owners and good tenants.

Mayor Medellin called for any questions from the Council Members.

Council Member Rigby asked if we will be inspecting common areas and then going into every apartment of the complex? Mr. Montes responded, that is what we do now. If he is conducting an inspection and he sees a substandard issue it would be addressed in the Notice of Violation. As for inspecting every unit, it would depend on the level of enrollment. In full enrollment would necessitate that every single unit and the common areas will be inspected. In self certification, where a property owner will be able to self-certify and we would inspect 10-30% of the units and the common areas. Dropout would not require inspections for six years. The only time we would do all of them is if we had frequent complaints or during self-certification we find issues they may have to go into full enrollment.

Council Member Rigby stated that this is going to be tight and bringing on a new position to manage all of these inspections. Mr. Taubert responded that we will be presenting the budget and the anticipated costs of the program when the ordinance is introduced.

Mayor Medellin asked Mr. Montes if he could remind us what self-certification is. Mr. Montes stated that if there is a property owner that is in good standing they would be able to be in self-certification only if the violations are minor or the violations are corrected in a certain amount of time. The property owner would be able to certify and do an inspection on their own property so that would require us not to do the inspection and they would forward the inspection results to us. We would verify 10-30%. Mr. Taubert added that we will have a checklist for the property owner to complete.

Council Member Oliver stated with respect to outreach and education, does the proposed ordinance include state statute §1941.1 and §1941.2 which outlines landlord's and tenant's responsibilities. Mr. Montes responded that he obtained his information from the state website and it will be dealing more with the tenant's rights and responsibilities. City Attorney Brent

Richardson recommended that we provide reference to state cite because he does not want to provide advice in that area.

Council Member Oliver stated that we should provide that documentation with respect to §1941.1 and §1941.2. Mr. Montes stated that we currently do not offer any legal advice and they are referred to California Rural Legal Assistance. But we do show them where the site is.

Council Member Rodriguez asked what is the different in regards to entry on this proposal as compared to now. Mr. Montes stated that with this ordinance we would send the property owner a 30 day intent to inspect notice. If we have not received any contact after the 30 days, we would ask for consent to go in. If that is denied, we will then seek to obtain a warrant to enter the property. Council Member Rodriguez asked if you have had trouble in the past getting an inspection warrant? Mr. Richardson stated that those are obtained based on a declaration of good cause. If there is something warranting an inspection, you can get one through the court. Council Member Rodriguez asked if this proposal is any different from what we do now? Mr. Richardson stated no.

Mayor Pro Tem Gallegos asked how long are we allowing the property owners to obtain a rental business license before they start looking at a fine? Mr. Montes responded that is not a change, there are already required by law to have a rental business license. It would follow the same 30-Day Notice of Violation process.

Mayor Medellin called for any questions or comments from the public. He would like to start with anyone who opposes the ordinance.

**Baldwin Moy, California Rural Legal Assistance (CRLA), 126 North B Street, Madera, CA**

Mr. Moy stated that he does not oppose the ordinance but has to leave as soon as he makes his comments. He stated that under the taken clause or the due process clause of the constitution, local government has the power to regulate business. All that is required is that it be rationally based. We want to see this ordinance pass because 85% of the cases they see has to do with eviction. Almost all those cases has habitability issues. Judges often ask if the housing is so bad, why are the tenants fighting to stay. The answer is because there is no housing. The housing stock has remained stagnant. Per the City's Housing Element, 53% of all housing in Madera are rentals. Of those, 40% of households are considered low income. 86% of low income families overpay for housing, of that 12% would be considered extreme low income households. 44% of all the homes in Madera were built before 1979. The Housing Element makes the point that all these houses need some type of repair. The majority of the 44% are rentals. Typically a property owner may upgrade and buy a new home, they put their house on the rental market hoping to use the payment for rent on their mortgage payment and there is no intention of using the rent collected towards the upkeep and maintenance of the rental. That has been the crux of the problem that we face. When he first came to Madera in 1990, they had tenants that rented the parking space next to a house. They would park and sleep there, they would shower and use the bathroom and they would pay \$5.00. They also had another tenant that would rent a tree and do the same thing. That has stopped. The reason why this ordinance is necessary is to ensure every rental regardless if it is upscale or affordable housing that it is safe, sanitary and habitable. That is not the case in certain parts of this town. Good rentals help bring up the values of surrounding houses and improve the image of the City's community. This would attract venture capitalists, not drive it away. Certain landlords stated that if this ordinance passes, they would sell their rental properties and leave. If that is the case, they could not leave this community soon enough. Other people will buy it, bring it up to code and rent it. That's what needs to happen. There is no reason to oppose it unless you want to coddle slumlords.



**George Harper, Madera Management Company, 411 North I Street, Suite A Madera, CA**

Mr. Harper stated that he still opposes the ordinance but he appreciates the opportunity to stay in discussion with the City and the City Council. He does want to address one aspect of the proposed ordinance § 4-16.14 that talks about entry. Under the ordinance it is the responsibility of the property owner or the owner's local designated person to obtain the consent of the tenant for the City to enter their property. If the consent of the tenant cannot be obtained, there is a procedure for the City to obtain a warrant. After reading that information at the last meeting, he asked Mr. Montes what the City would do if the tenant does not consent to your entry. To which he replied that he would get a warrant and we expect it to be an expedited warrant process. There is a lot of litigation over these ordinances throughout the country and a great deal of it has to do with whether or not the tenant has a right to say no. If any agency of the police comes to your house and says to you that they want to come in your house and look around. As a homeowner you have a right under the Constitution and the Bill of Rights to say no and they cannot come in your house. Because our founding fathers said that they want to protect people in their homes from unreasonable government intrusion. If you have a procedure where tenants cannot say no, you are willfully trampling their Fourth Amendment rights. You are saying we do not care what you say, if you do not consent we will force your consent by getting a subpoena. Under the Fourteenth Amendment of the Constitution you are required to treat people equally. You cannot create a whole class of people called tenants and treat them differently than homeowners. You are creating a subclass of second class citizens if you do not give the tenants a right to say no. They must have this power. He believes that if you do not provide a provision in the proposed ordinance for tenants to not to consent to entry and for the City to respect that. The City will be involved in litigation under the Fourth and Fourteenth Amendment. You say you want to help these hapless tenants and want to make their life better. But in order to make your life better we are going to trample your Fourth Amendment rights and we are going to cause your rents to go up. He is here to advocate for the tenants.

**Mike Pistoresi, DMP Development, 2001 Howard Road, Madera, California**

Mr. Pistoresi stated that he respectfully disagrees with Mr. Harper. DMP has a substantial number of rentals in Madera. They have rental agreements and leases on every unit that they rent and every one of the leases and rental agreements requires that the tenant subject themselves to an inspection upon 24 hour notice. This is for the owners protection and the protection of the tenants. What concerns him now is the new marijuana law allowing marijuana to be legal. Our lease agreements specifically preclude the growing or use of marijuana products within our units. We certainly do not believe that we are trampling on anyone's rights because we precluded the use of marijuana in our agreements then we do not have the right to go in and inspect the unit and evict accordingly. Most managers or property owners have rental or lease agreements have the right to enter with a 24 hour notice and it is not a violation of the tenant's rights whatsoever.

**Yesenia Gonzales, President of Madera Association of Realtors, 826 Papaya Street, Madera, CA**

Ms. Gonzales stated that we are in favor of a greater Madera and a higher standard of living. We are not opposing that. We are not supporting or encouraging any of the bad actors. We are against the rental inspection ordinance because it is going to cause a negative effect versus a positive effect. It will increase the rents. We have a homeless problem in Madera, this is only going to encourage that. Also it will lower the standard of living. We feel that the City of Madera has an existing code and jurisdiction to find the bad actors. We do not need any other ordinance. We feel that there is a solution to substandard housing. We feel that if we take the educational approach and reach out and educate the tenants on their rights. They have a right to contact

Code Enforcement and seek help. But if we go out and reach out and we educate people, not only the tenants, but also educate the landlords. Allowing them to work together we can resolve this. We do not need any other Code Enforcement at this time.

**E'Mira Torres, Realty World, 413 West Yosemite Avenue, Suite 104, Madera, CA**

Ms. Torres stated that she is proposing some solutions. We want a better Madera and good housing. With joint ventures we can achieve that. We want to be able to through community outreach, similar to the community outreach programs that are taking place with some of the schools. For example, they would like to do community outreach at the upcoming Business Extravaganza and Home Expo. This is one opportunity they would like to utilize to be able to do a community outreach for anyone participating in that event. They would like to put together in conjunction with Jim Taubert and with our committee. Some of the points they would like to make clear to the tenants and landlords what their rights and responsibilities are. We would like to inform them of their options, and to be able to report any substandard conditions. But they believe that this ordinance is not the vehicle to get there because it will affect a lot of other people. They would also like to put together workshops with grants from the Association of Realtors, State and Federal. Whenever we have an opportunity to do community outreach there is money available for that. They want to be able to give back to the community and they have in the past. But they would like to do it in a different way. By empowering the tenants to have the ability and know how to step up and step forward to get that done. We are working with Lourdes Herrera with the Madera Coalition for Community Justice. They will be working on another community outreach where the parents are leaders at meetings at Millview, Washington, Parkwood and Eastin-Arcola. These are some of the solutions that she has to be able to see if they can make an impact on getting the properties that need be addressed in a positive manner without it affecting everyone. The gentleman mentioned the homeless and we have a shortage of inventory. We are a welcoming community. We are going to have builders wanting to come in and build. We are developers and we need to be able to raise our prices. Everything stems from having a strong community. We want to have shopping and strong schools. Everything is intertwined. Not only is Madera having a shortage in supply, the entire state of California is. So they are looking at different options on how we can do that and to be able to be proactive and make additional housing available. The solution is supply and how do we get that supply are ways we can work together. Along with the Neighborhood of Choice, they participate in National Night Out. They would like to continue to work with the City and find different vehicles on how to get the job done. They are the boots on the ground and they are trusted with peoples largest investment. She stated that she appreciated the time she worked on this and would like to continue to work on this. Let's see how far this could go with community outreach.

Mayor Medellin called for any questions or comments from the public supports the ordinance.

**Greg Terzakis, Senior Vice President, California Apartment Association, 516 West Shaw Street, Fresno, CA**

Mr. Terzakis stated that he was not involved in the beginning parts of this process, but after completing a 15 month process with the City of Fresno and their implementation of an interior inspection ordinance. It is good for the City of Madera to have good rental properties and to have a healthy place to live. They believe that anything that is passed by the City Council needs to measure different approaches as far as the good actors and the people who manage their properties responsibly are not unfairly burdened by an ordinance. This has to be a collaborative process and how it is done is the guts of the matter. It needs to be done in a way that future employees and council members understand what the intent was. In twenty years what are we going to do to codify that what was intended today is still being implemented. He is not saying the

City of Madera will do this but, other cities have looked at inspection programs as a source of revenue. The whole purpose of this is to address substandard housing and to make certain that the owners live up to their responsibilities that are mandated by state law. At the association, we are strong believers in good communication between our owners/managers and residents/tenants. There was a discussion earlier about whether or not a lease is written. If an owner or property management company does not have a written lease or does not inspect their property on a frequent basis that is not a good business practice and they are not protecting their investment. When this ordinance is passed, they want to make sure that it does not omit or overlook the responsibilities of the tenant but at the same time they are supportive of insuring that people have a habitable place to live. If someone is not going to do the right thing they need to either find another line of work or be compelled to do so.

Council Member Rodriguez asked Mr. Terzakis what where some of the challenges he faced working on the ordinance in the City of Fresno. Mr. Terzakis stated that there were 15 months of taskforce meetings three hours at a time with thirty people in the room. The biggest challenge for the City of Fresno was the artificial time constraint with the end of Mayor Swearengin's term. If there had been more time, it would not have been so contentious at the end. But if you take a look at what has transpired since it has been passed, he has been in close contact with the Mayor's office, Development and Resource Management (DARM), City Manager's office and they are working on implementation of the ordinance on September 1<sup>st</sup>.

Council Member Rodriguez asked Mr. Terzakis why couldn't your organization or Code Enforcement do more outreach to alleviate the substandard housing problem. Did you see that you needed something to regulate this in order to help enforce this? Mr. Terzakis responded you are dealing with two different subsets, one is our members and we do not have a problem with our members. There are 89,000 rental units in the City of Fresno of which 42,000 are units that are members of the California Apartment Association. If all units of the association are in compliance with the code, that would mean that half are not. He cannot speak for people who are not members of our association, so the City of Fresno's perspective was that there are bad actors that are refusing to do the right thing and we need the ability to inspect these units because they are not currently being inspected. The association's position was if you are able to come up with a way not to punish good property managers, landlords and owners. They are comfortable with the self-certification provision.

Council Member Rodriguez asked Mr. Terzakis if he believes this ordinance would be burdensome to good acting landlords/property owners? Mr. Terzakis stated that he does not. Although he has some recommended changes. He believes that if this is implemented in a way that excludes the good actors from scrutiny, it is not unduly burdensome.

**Connie Neal, 328 South K Street, Madera, CA**

Ms. Neal stated that she wants the City Council to pass this ordinance. The other day she went through a substandard house. There was mold on all of the walls, no sink in the bathroom, the toilet was smashed, the wall was cut out behind the toilet and there was no electricity in the bathroom. There are five of these units over there. She has counted at least 4-5 washers outside running gray water. Most of these tenants do not speak English and they are afraid they will be deported if they do speak up. She spoke to Jim and they did an article in the Tribune on it and three of the tenants were evicted because they let them in the house. The way the code goes now if the tenant doesn't let them in the landlord has to. They are not going to let you in to see what they are getting \$500 a month for. The tenants are scared to death to do this. If you want to make Madera a better place, you need to get in there and do something about the substandard

housing and these slumlords. It is pathetic how these people live. She probably lives by the better slumlords, there are others in the area that are worse. As to the gentleman that stated that it is up to the landlords or property managers, he has a house next to her that he is the property manager. She never sees anyone over there looking at it. She had someone living in there growing marijuana with cameras on her fence. If the property manager went in there and checked it they would have seen this. There are a lot of things that need to be done. As far as educating the people about being tenants, these people try. The lady who let me in her home because she was moving had rats so bad and she kept asking her landlord for something and he wouldn't. So she referred her to CRLA. The landlord sent her some rat poison and in one night she killed 16 rats. This does not include any roaches or animals that have gotten in between the walls that are gone. Please think about this and pass this ordinance. This is something Madera desperately needs. Also, she does not understand why the Realty Association is so against this. The word is out, go to Madera and buy the cheap rental properties and live somewhere else because Madera is not going to enforce anything. She has been trying her best for years to get something like this.

**Johanna Torres, 16734 Daley Road, Madera, CA**

Ms. Torres stated that she is speaking on behalf of her friend who is a single mother that could not make it. She lived on B Street. She lived on the property for two months. There was mold, bedbug and cockroach infestation. The carpet was torn and dirty. It was terrible for her children to be living in these conditions. She could not find another place to move into because she had to come up with the deposit and the first month's rent. Since she is a single mother it is hard for her to move to another property. She asked her landlord five different times to please fix these things because her children were getting rashes and sick. You can imagine how difficult it is if you do not have enough money to move somewhere else. It is not okay and very disrespectful to the children living in that property. She is paying rent to live in these conditions. She was scared as a tenant to file a complaint with Code Enforcement because of retaliation from previous landlords. She had to take time off work to take her children to the hospital to receive treatment. She moved in with a family member to sleep on the couch than to live in those conditions. She had to throw out her sofa and beds because they are all infested. After she moved out the landlord had the nerve to keep her deposit and charge her more to clean the carpets and bedbug and cockroach infestation. This is happening in Madera. She is still struggling to get by. As a homeowner and if she lives next to a rental property like her friends, those roaches and bedbugs can easily go over to her property.

**Santos Garcia, 413 South A Street, Madera, CA**

Mr. Garcia stated that his family moved to Madera in 1971. He purchased his home in 1984 and it has a three car garage and huge backyard. We moved from the bay area because Madera is his home and wanted to raise his five children here. Madera is a wonderful community. As soon as he purchased his property, he was approached by a gentleman who wanted to rent out his garage to 10 people and make money. It broke his heart to hear someone say something like that. The inhumanity of making a dollar from people living in a garage. This did not come to pass. This still exists today even though this is not on his property. Mr. Garcia thanked staff for putting in all the work to try to come to a compromise where both side can meet in the middle in some shape or form. There are things in place that will not hurt responsible owners and realtors. And there things in place that will help tenants become educated to what their rights and responsibilities are, and then there are penalties for the slumlords. He thinks that this is a reasonable compromise. He was impressed with the presentation today by the amount of work that has been done. He sees hope in Madera. This is a community that we can continue to be caring for each other, move forward and make it happen. He cares about this city very much and



wants it to be clean and safe for everyone. His grandchildren are born and raised here now. Thank you.

**Maria Rubio, 975 Emily Way, Apt. C, Madera, CA**

*(Translated by Johanna Torres)*

Ms. Rubio stated that there are a lot of problems with the apartment that she lives in. She has five children and they all have allergies. In June it was really hot for 16 days. She called to have the air conditioning fixed and they did not fix it. She did not want to but she contacted the City so they could have the landlord fix the air conditioner. Before the air conditioner there were other problems like plumbing. When she called the management company the secretary told her that the owner was tired of them. Unfortunately she was not able to record this, but she always pays her rent on time. The air conditioner was her first problem and then earlier this year her stove exploded five different times, she thanked God that it did not explode on her and hurt her physically. The reason she said five times is because they would send someone over to fix it five times. It wasn't just the stove that had the problems it was also the sink water was spilling over to the floor in the kitchen. When it started raining she noticed documents that she kept in closet were getting wet. She checked the walls and saw that water was coming in. Those documents were very important to her and she didn't think that the landlord cared or would pay to get those documents replaced. She had to call the City again because she asked the landlord and he was not fixing it. Because she made a complaint to the City, the landlord retaliated and evicted her. They are teaching her that if she files a complaint, they will retaliate against her and she does not think it is fair. She hopes that it passes because it is only fair that the properties are in good condition prior to someone coming into the property. She doesn't think that the landlords live in such bad conditions like the roof leaking or the stove exploding on them. We all live in the community where it shouldn't be different for her or anyone who lives in an affluent neighborhood. We should all be treated the same and we should all be working with each other. The fact that she lives in that house shouldn't be a reason for her to live any different than anyone else. She pays rent and she should also have living standards that anyone else does in this community of Madera.

**Juan Victoria, 208 North B Street (previously resided at 916 Fresno Street), Madera, CA**

Mr. Victoria stated when he moved into the Fresno Street address. The landlord told him that everything is fine with the house. A couple of months after moving in, he noticed that the electric bill was over \$300. They asked the landlord if there was anything wrong with the wiring. The landlord said that everything was fine. So he spoke to the previous tenants and that is when he found out that he was sharing the electricity with some lady that lives in the garage. He thanked the City for going out there and California Rural Legal Assistance for helping them out. This house was full of mold, water leaks everywhere, roaches and rodents. They kept asking the landlord to fix these problems and the landlord would tell them that someone will come out tomorrow. A week would pass and nothing. Once his son was plugging in the Christmas tree and the outlet popped. We were lucky nobody was hurt. He let the landlord know and he came out the next day and put a new one on. A few weeks later the same thing happened. He put a table to cover the outlet so no one would use it. They went to the City and Ms. Hernandez inspected the home and was working with the owner. They moved out and they know that the lady is still living in the garage and has electricity. When they went to pick up mail from the home, they noticed that the landlord put in new wiring that is running electricity to the lady that lives in the garage. He thinks that this ordinance should pass because it should be safe for the kids and the adults as well.

**Beatrice Serrano, 133 Sharon Avenue, Apt. A, Madera, CA**

*(Translated by Saleh Alhomedi)*

Ms. Serrano stated that the roof leaks in the apartment she lives in. She expressed concerns multiple times to the landlord to come and fix it but they come they only patch up the ceiling. The problem never goes away and it continues to leak especially when it rains or when the air conditioner is turned on. She is concerned about the safety and health of her two children. When is this going to get fixed? Is it until her kids get sick or something bad happens to them? Another concern she had is the fencing. The fence is falling down and she is concerned about the safety of her kids when they come out and play. She reported this to the landlord and they sent someone out and put two posts to hold the fence from falling down. She has told the landlord multiple times on what the problem is. Once they told her they have no money to fix the fence. She is paying rent for her space, why are they not coming and fixing it? In the summer the roof leaks because the air conditioner is on and in the winter it leaks because it is raining. This has got to be resolved. She also mentioned this was a Housing Authority property.

Council Member Rodriguez asked if Housing Authority is exempt from this program? Mr. Richardson said the Housing Authority would be exempt. Mr. Montes responded that initially they would be exempt but if we receive a complaint we could go out there and they could possibly lose that exemption.

Council Member Holley stated that he has been getting a lot of complaints. The ordinance sounds good but there is a couple of things missing. Nothing in the ordinance tells him what would happen to a landlord if a tenant reports him. The tenant gets put out into the street or has to move somewhere else there is nothing protecting them. They are afraid to report these kind of things and yet we are going to put an ordinance in there to fear them even more. He would love to see a document that comes back and tells him what would happen to the landlord. We have tenants that live in a home that has issues. He tells them to talk to their landlord. They respond by saying that they are afraid that their rent will be raised or they will be put out. They do not have the money to move anywhere else. They are stuck there living in these homes. But nothing addresses what we can do to the landlord. That is the problem. We have a lot of issues that we want to fix. We are going to charge them to inspect it, but what happens after that. What happens to the tenants. We need to come up with something if a landlord evicts someone for reporting substandard issues, they should be fined. Sure we will fix the problem, but who will stop the landlord from threatening these people? We need to find out how to address all the issues.

**Connie Neal, 328 South K Street, Madera, CA**

Ms. Neal asked what will happen to these properties if it costs more to fix than what it is worth, will they be condemned? Mayor Medellin responded that it would be up to the property owner as to whether or not they are willing to invest to bring the house up to standard. Mr. Montes stated that if the Chief Building Official determines that it is not habitable there is a provision to have the Notice to Vacate. At that point, if the owner determines that it is not worth it to fix and cannot rent that property out. If the landlord continues to rent it out in substandard condition, they will receive fines. Mayor Medellin responded that we have that provision right now. If the violation is so bad and the home is so condemned, we will not allow someone to live in that condition. Mr. Richardson stated we cannot tell them to tear it down, but we can tell them to rectify the problem or stop having people live in those conditions. We have obtained injunctions against maintaining the nuisance in the past. But we cannot dictate the method they use to correct it. Mr. Taubert stated that in the past we have obtained abatement warrants which have allowed us to remove the violations from the property and then lien the property.

Council Member Oliver provided an update to the experience he had shared at the previous workshop. A couple of years ago, he received a phone call from the Fire Department on a single family residence that was a rental. There was a suspicion of fumes coming from the living room window. Upon inspection it was discovered there was no running water or electricity and they turned the stove into a fireplace and extended the piping out into the living room window. There were kids living in the home. Subsequently they had to call the police and other safety personnel to put the children in CPS custody. Since the last workshop the property has been renovated, sold and a really nice family lives there today.

**George Harper, Madera Management Company, 411 North I Street, Suite A Madera, CA**

Mr. Harper added that the difference between a private property owner or a government entity inspecting a rental property is that the Fourth Amendment does not prohibit private property owners from going in and making searches of their own property. The Fourth Amendment prevents government entities from entering a property without consent. We should all be treated the same. You need to treat the tenants the same way you would want to be treated with regard to the government coming in to your house. If you want the right to say no, you need to give them the right to say no. There needs to be a provision in the code for the tenants to have the right to say no to an inspection.

Council Member Rigby stated that he received several postcards during the Save Madera Campaign. This gave him the opportunity to go out into his district and speak to the residents. He would say about 70% of those he spoke to did not know what they had signed. Council Member Rigby asked if there is a clause that protects properties that are rented by family members? Mr. Richardson responded that the ordinance does not discriminate between types of ownerships or renters and he does not know that we would want to go down that road because it would open up a can of worms.

Council Member Rodriguez stated that he shared some of the sentiments that the Madera Realty Association, they are the troops on the ground and they see it first-hand. Regardless of the outcome of the workshop, we are Maderans. We live here and want to make our community better. The ordinance does show the work the association did alongside the staff. But he also sees that there is substandard housing and how do we try to deal with that problem. He feels that this ordinance does not put a lot of burden on the good acting landlords. We also want to make sure we respect and protect the Fourth Amendment. But most importantly we need to protect Madera as a whole. He feels that this ordinance is a collaboration of both the association and the City staff. We are still trying to work towards a common goal and trying to make Madera a better place.

Mayor Medellin stated he worked with the association and had multiple meetings regarding this matter. He is proud to say that when we want to make decisions about this community we bring in those partners that would be affected by it. We did not bring in the people that are renting. The association is a big part of the housing in Madera, but only this evening did we have an opportunity to hear from the people who are actually renting. If you are a good actor and you are going to pay \$80.00 for an inspection, and you have a clean bill of health you will be paying \$2.23 a month for a three year period. He doesn't see anyone being displaced for \$2.23 a month. He believes as the City Council, we owe it to the residents of the community to represent everybody. We all agree that we have substandard housing. When we say we are going to cleanup Madera, this ordinance will literally clean up the neighborhoods one by one. He thinks it is their responsibility to do so. We have come a long way. It is his recommendation to move forward with the introduction of this ordinance at the next meeting.

Council Member Rodriguez stated the mission here is to protect and eliminate the blight and substandard housing. Not to create a money making machine.

Mayor Medellin stated that he is concerned that the ordinance does not require a lease agreement. Not having a lease agreement is risky for both parties. Mr. Richardson stated that he is hesitant to force a lease agreement on somebody, his recommendation early on was not to require one. But he would like to research more to see if we want to get involved in requiring a lease agreement. Mr. Taubert stated we had that in there at one point. This is a private document between the landlord and tenant, so we pulled that requirement out.

**Ginger Govett, 2440 West 3rd Street, Madera, CA**

Ms. Govett requested that this ordinance become a ballot initiative. Let the people vote and decide.

Mr. Taubert stated that he would like to proceed with the introduction of the ordinance on the June 7, 2017 meeting. This will give us time to work on the language and some information regarding the financial elements that was requested by Mr. Tooley.

Council Members Oliver thanked all those who have participated this evening and those who have participated in the discussions for over a year. He also appreciates the association members rolling up their sleeves and insert themselves and collectively ability to better our neighborhoods. However, he believes that education and outreach we will need to take a multi prong approach. How will we educate landlords from practices such as retaliation. He thinks those easy answers are elusive. He appreciates the collective efforts on this. He would like to move forward with this ordinance and have it introduced.

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

**3. CONSENT CALENDAR**

- 3A. Minutes of the Joint Meeting of the Regular Meeting of the Madera City Council, Special Meeting of the City Council as the Successor Agency to the former Madera Redevelopment Agency and Special Meeting of the Successor Housing Agency – April 12, 2017 (City/Successor Agency/Successor Housing Agency)**
- 3B. Listing of Warrants Issued from April 1, 2017 to April 30, 2017 (Successor Agency)**
- 3C. Monthly Financial Reports – Successor Agency (Successor Agency)**
- 3D. Monthly Financial Reports – Code Enforcement (City)**
- 3E. Activity Report – Code Enforcement Division (City)**
- 3F. Code Enforcement Funds Collection Report for Period Ending April 30, 2017 (City)**
- 3G. Update on Neighborhood Outreach Activities (City)**
- 3H. Consideration of a Resolution Approving the Release of Declaration of Covenants and Restrictions Recorded on Property Located at 835 Drysdale Way and**



## **Authorizing the Mayor to Execute the Release of Declaration of Covenants and Restrictions (Successor Housing Agency)**

Mayor Medellin asked members of the Council if there were any items on the Consent Calendar they wished to have pulled for further discussion. 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 Medellin, Foley Gallegos, Rigby, Oliver, Rodriguez and Holley; Noes: None; Abstain: None; Absent: Council Member Robinson; 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 April 12, 2017 and resolution SHA 17-09.

### **4. PROJECTS AND REPORTS**

**There were no items for this section.**

### **5. AGREEMENTS**

**There were no items for this section.**

### **6. HOUSING**

**There were no items for this section.**

### **7. GENERAL**

**There were no items for this section.**

### **8. AGENCY MEMBER REPORTS**

Mayor Pro Tem Gallegos Foley reported that it is Salute to Education this week. She had the pleasure in speaking to retired teachers at their luncheon about Neighborhood Watch, Adopt A School, Curb Stripe and National Night Out. Mr. Alhomedi put on a beautiful presentation.

Council Member Rigby reported that he has been monitoring the trash in Downtown Madera on Yosemite Avenue. The trash cans are constantly overfilled. He questioned how often they are dumped, who the company we are contracting with, what we can do to get out of that contract and/or persuade them to do a better job. With vacation season just around the corner, we will be getting a lot more people on that Yosemite Avenue corridor. He does not want another excuse to bash downtown Madera. This is not the image he wants to present of Madera as they travel through Yosemite Avenue to go to Yosemite or the lake. He has several pictures of the trash in the area. Mr. Tooley asked him to send him the images. Mr. Taubert stated that the Downtown Association discussed this issue today at their monthly meeting. Mayor Medellin asked if we need to place more receptacles. Council Member Rigby responded that he was looking into having more receptacles and adding recycling element to the trash cans. Maybe we can partner with our waste management team.

Council Member Holley reported that he had a wonderful week at Long Beach. Also he is working mentoring kids. He had the chance to visit some school sites this week and the administration honored and recognized the teachers. Mayor Pro Tem Gallegos submitted his name to receive the honor of Friends of Education at Fresno College.

Council Member Rodriguez will be attending the Community Action Committee meeting where he serves as an alternate. He is attempting to start a Neighborhood Watch in his neighborhood. He also thanked staff for keeping him in the loop as far as the mural on Highway 99. He also congratulated Council Member Holley for his award and thanked him for all of his work he does for the community.

Council Member Oliver reported that he attended the Sonora Neighborhood Watch meeting. They have organized at least ten times and last night they had over twenty people in attendance. He always appreciates staff not only aiding but knocking on doors with neighborhood leader Leticia Vargas.

Mayor Medellin reported thanked Mr. Montes for his work on the Rental Housing Ordinance, he has been working tirelessly on this issue. The City Council relies on staff to give them information so they can make what they feel is the best decision for the community. It is obvious that Mr. Montes, Mr. Alhomedi and Ms. Herrera are proud of our community. Mr. Montes did a fantastic job on this one and should be proud of his work.

**9. CLOSED SESSION**

**There were no items for this section.**

**10. ADJOURNMENT**

Mayor Medellin adjourned the Joint Special Meeting of the Madera City Council, Regular Meeting of the Madera City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Madera City Council as the Successor Housing Agency at 8:24 p.m.

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Claudia Mendoza, Recording Secretary

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Andrew J. Medellin, Mayor

/cm

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

June 14, 2017  
6:00 p.m.

City Hall  
Council Chambers

**1. CALL TO ORDER**

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

**ROLL CALL**

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

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

City of Madera staff members present: City Administrator David Tooley, Neighborhood Outreach Coordinator Saleh Alhomedi, Neighborhood Outreach Assistant Christina Herrera and Neighborhood Outreach Consultant Maria Munoz.

**INVOCATION**

Pastor Joyce Lane, Glory of Zion Ministries Madera

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Mayor Andrew Medellin.

**PUBLIC COMMENT – REGULAR SESSION**

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

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

## **PRESENTATIONS**

No Presentations were given.

## **INTRODUCTIONS**

Neighborhood Outreach Coordinator Saleh introduced Maria Munoz as Neighborhood Outreach Consultant. She started with the Neighborhood Revitalization Department last week she is Yuliana Franco's replacement we are happy to have her with us. Ms. Munoz has lived in Madera her whole life. She likes to work for organizations that are determined to create a vibrant, engaging environment for our next generation of learners, especially for kids those at risk. She previously worked as a Community Engagement Facilitator for Madera County First Five graduated from CSU of Fresno in 2014 with a degree in Business Administration focusing on marketing. She is currently starting her master degree. On her free time she likes to go hiking with family and friends.

Ms. Munoz stated she is happy to be part of the team and is excited to make a difference in our community. Thank you.

Mayor Medellin stated she has been with the team for one week and has already attended two Neighborhood Watch meetings. She speaks Spanish and has helped us a couple times with translating. Mayor Medellin welcomed Ms. Munoz and stated we know she will do a great job with the City.

## **2. WORKSHOP**

There are no items for this section.

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

## **3. CONSENT CALENDAR**

**3A. Listing of Warrants Issued from May 1, 2017 to May 31, 2017 (Successor Agency)**

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

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

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

**3E. Code Enforcement Funds Collection Report for Period Ending May 31, 2017 (City)**

**3F. Update on Neighborhood Outreach Activities (City)**

**3G. Investment Report for the Quarter Ending May 31, 2017 (Successor Agency)**

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

*On motion by Council Member Rigby seconded by Council Member Gallegos on the Consent Calendar was approved unanimously as presented by the following 7/0 vote: Ayes: Council Members Medellin, Foley Gallegos, Robinson, Rigby, Oliver, Rodriguez and Holley; Noes: None; Abstain: None.*



#### **4. PROJECTS AND REPORTS**

There are no items for this section.

#### **5. AGREEMENTS**

**5A.** Consideration of a Resolutions Approving Agreement with Giersch & Associates, Inc. Civil Engineers for Engineering and Design Services Related to the Development of the East Yosemite Lot Project (**Successor Agency**)

Executive Director Taubert stated that this item has been pulled.

Mayor Medellin stated that has been pulled apparently my apologies thank you very much Mr. Taubert.

#### **6. HOUSING**

**6A.** Consideration of a Resolution Adopting the FY 2018 Successor Housing Agency Budget (**Successor Housing Agency**)

Executive Director Taubert reported that in our post dissolution life this is a fairly insignificant document that's why it's the only one that you're allowed to approve without the Oversight Board or Department of Finance concurrence. Basically our housing money is where we are primarily focused on re-used monies so that's why the numbers are not real great. Most of the big numbers are included in the ROPS which is subject to Department of Finance's approval. This item includes most of our major expenditures for our four active sub-divisions. Midtown is one subdivision or plot of land where options are still being explored. We also would like to set aside emergency rehabilitation and or relocation money depending on what may happen with Rental Inspection Program. So with that I'll be happy to answer any questions you may have.

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

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

SHA 17-10      A RESOLUTION OF THE SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY ADOPTING THE FISCAL YEAR 2017-2018 AGENCY BUDGET.

*On motion by Council Member Rigby, seconded by Council Member Holley, **Resolution Number SHA 17-10** was approved unanimously as presented by the following 7/0 vote: Ayes: Council Members Medellin, Foley Gallegos, Robinson, Rigby, Oliver, Rodriquez and Holley; Noes: None; Abstain: None; Absent: None.*

#### **7. AGENCY MEMBER REPORTS**

Council Member Robinson reported that he attended a League of Cities meeting on the policy with the housing community and economic development in Sacramento. They talked about the housing crisis and they will have a grant available of \$25 million dollars for transitional housing program. The city can get up \$2 million dollars for non-profit or for profit housing. They talked about the state revenue is down from previous budget. He also reported that he attended the Madera Realtor's Symposium at the John Wells Center and the Neighborhood Watch on Kennedy Street with the Mayor.

Mayor Pro Tem Foley Gallegos had nothing to report.

Council Member Rigby had nothing to report.

Council Member Holley had nothing to report.

Council Member Rodriguez reported he also attended Madera Realtor's Symposium and Mayor Pro Tem Foley Gallegos, Mayor Medellin and Councilman Will Oliver also were in attendance. It was a great start for our community to get together to see the focal points and that we need in order and make sure we're on track with the Vision 2025. Mayor Medellin stated that he wanted to let the record show that as soon as he realized that there was four council members in the same room he decided to part ways.

Council Member Oliver reported that he would like to welcome Maria to our team here at the city. He stated that we're excited to have her and look forward to her contributions. He added that Ms. Munoz attended the 6:30 A.M. Sunrise Rotary Club presentation last Wednesday along with Sal and Christina. He also appreciated them coming out and sharing good information about Neighborhood Watch, National Night Out and on other initiatives we are part of. Then they came from a previous meeting with Kobe from KMPH. Quite a full day.

Mayor Medellin had nothing to report.

**8. CLOSED SESSION**

There were no items for this section.

**9. ADJOURNMENT**

*Mayor Medellin adjourned the Joint Special Meeting of the Madera City Council, Regular Meeting of the Madera City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Madera City Council as the Successor Housing Agency at 6:12 p.m.*

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Claudia Mendoza, Recording Secretary

ch/cm

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Andrew J. Medellin, Mayor

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

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

From: Office of the Treasurer

Subject: Listing of Warrants Issued

Date: August 9, 2017

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

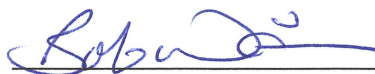
June 1, 2017 - July 31, 2017

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

General Warrants:	#1130 - 1153	\$ 52,957.32
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Respectfully submitted,

  
\_\_\_\_\_  
Susan Oharo  
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  
August 9, 2017

CHECK	PAYDATE	ISSUED TO	DESCRIPTION	AMOUNT
1130	06/09/2017	Blair Church & Flynn	Engineering Services Riverwalk	2,433.75
1131	06/09/2017	City of Madera	6/17 Utility Svs 303 E. Central Ave.	137.67
1132	06/09/2017	City of Madera	6/17 Utility Svs 5 E. Yosemite Ave.	122.93
1133	06/09/2017	City of Madera	Riverwalk Final Map Processing Fee	5,894.00
1134	06/09/2017	Diamond Communications Inc.	Alarm Monitoring Svs Jul - Sep 2017	180.00
1135	06/09/2017	Madera Cleaners and Laundry Inc.	Mat Cleaning	4.50
1136	06/09/2017	Madera Cleaners and Laundry Inc.	Mat Cleaning	4.50
1137	06/09/2017	Torres, Mario	Repair H2O Line-adjacent to Malone	185.00
1138	06/09/2017	Pacific Gas & Electric	5/17 Svs 2000655655	1,317.66
1139	06/09/2017	Ricoh USA, Inc.	Copier Maintenance Fee for period 5/2017	5.71
1140	06/22/2017	Blair Church & Flynn	Engineering Services Riverwalk	603.75
1141	06/22/2017	City of Madera	AP Cleanup	12,065.96
1142	06/22/2017	City of Madera	Feb 2017 SA PR	26,240.05
Total for June 1, 2017 - June 30, 2017				<u>49,195.48</u>
1143	07/11/2017	GOLDEN STATE OVERNIGHT	Overnight Shipping	6.21
1144	07/11/2017	MADERA CLEANERS AND LAUNDRY INC.	Mat Cleaning	9.00
1145	07/11/2017	PACIFIC GAS & ELECTRIC	6/17 Svs 2000655655	2,127.13
1146	07/11/2017	SANDY'S HOUSEKEEPING	Custodial Svs for July 2017	425.00
1147	07/28/2017	CITY OF MADERA	7/17 Utility Svs 5 E Yosemite Ave	82.81
1148	07/28/2017	CITY OF MADERA	7/17 Utility Svs 303 E Central	161.12
1149	07/28/2017	MADERA CLEANERS AND LAUNDRY INC.	Mat Cleaning	4.50
1150	07/28/2017	PETER S. COOPER, MAI	320 S. C St Appraisal	800.00
1151	07/28/2017	RICOH USA, INC	Copier Maintenance Fee for period 6/17	8.48
1152	07/28/2017	VERIZON WIRELESS	Cellphone charges Jun 02 - Jul 01	98.59
1153	07/28/2017	WESTERN CITY	Renew subscription to Western City Magazine	39.00
Total for July 1, 2017 - July 31, 2017				<u>3,761.84</u>
BANK #1 - Union Bank Main Acct. Total				<u>\$ 52,957.32</u>

# CITY OF MADERA REDEVELOPMENT AGENCY REPORT TO SUCCESSOR AGENCY BOARD

SUCCESSOR AGENCY MEETING OF AUGUST 9, 2017

SUCCESSOR AGENCY ITEM NUMBER **3D / 3E**

APPROVED BY

  
FINANCE DEPARTMENT

  
SUCCESSOR AGENCY EXECUTIVE DIRECTOR

  
SUCCESSOR AGENCY MANAGER

**Subject:** Monthly Financial Reports

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

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

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

## CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

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



07/07/2017  
09:28:43

City of Madera, CA - LIVE 11.1  
FLEXIBLE PERIOD REPORT

PAGE 1  
glflxrpt

RETURN TO AGENDA

FROM 2017 01 TO 2017 12

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
4020 Housing Fund	APPROP	ADJSTMTS	BUDGET	ACTUALS	ENCUMBRANCES	BUDGET	USED
<hr/>							
40200000 Low/Mod Housing Fund							
<hr/>							
40200000 4163 Interest Income/Loans	0	-203	-203	-280.21	.00	77.21	138.0%
40200000 4190 Rental Income	0	-12,600	-12,600	-12,600.00	.00	.00	100.0%
40200000 4434 Grant	0	-16,000	-16,000	-5,438.90	.00	-10,561.10	34.0%
40200000 4442 Local Grants	0	-25,000	-25,000	-25,000.00	.00	.00	100.0%
40200000 4659 Refunds and Reimbursements	0	0	0	-37,713.70	.00	37,713.70	.0%
40200000 4671 Sale of Real and Personal Pr	0	-250,000	-250,000	.00	.00	-250,000.00	.0%
40200000 5000 Salaries/Full-time	0	28,000	28,000	28,566.49	.00	-566.49	102.0%
40200000 5005 Salaries/Part-time	0	2,602	2,602	1,634.35	.00	967.65	62.8%
40200000 5100 Salaries/Overtime	0	0	0	26.43	.00	-26.43	.0%
40200000 5105 Salaries/Leave Payout	0	1,785	1,785	.00	.00	1,785.00	.0%
40200000 5300 Public Employee Retirement S	0	6,890	6,890	6,599.51	.00	290.49	95.8%
40200000 5302 Long Term Disability Insuran	0	80	80	78.58	.00	1.42	98.2%
40200000 5303 Life Insurance Premiums	0	18	18	18.02	.00	-.02	100.1%
40200000 5304 Workers Compensation Insuran	0	2,567	2,567	2,463.73	.00	103.27	96.0%
40200000 5305 Medicare Tax- Employer's Sha	0	480	480	418.23	.00	61.77	87.1%
40200000 5307 Deferred Comp/Part-Time	0	98	98	61.02	.00	36.98	62.3%
40200000 5308 Deferred Compensation/Full-t	0	628	628	1,528.76	.00	-900.76	243.4%
40200000 5309 Unemployment Insurance	0	95	95	79.86	.00	15.14	84.1%
40200000 5310 Section 125 Benefit Allow.	0	3,750	3,750	4,324.13	.00	-574.13	115.3%
40200000 6401 Gas and Electric Utilities	0	4,000	4,000	1,414.13	.00	2,585.87	35.4%
40200000 6402 Telephone/Fax Charges	0	350	350	352.01	.00	-2.01	100.6%
40200000 6411 Advertising/Bids and Notices	0	800	800	321.10	.00	478.90	40.1%
40200000 6416 Office Supplies/Expendable	0	200	200	.00	.00	200.00	.0%
40200000 6418 Postage / Other Mailing Char	0	100	100	.00	.00	100.00	.0%
40200000 6440 Contracted Services	0	80,000	80,000	5,251.81	.00	74,748.19	6.6%
40200000 6480 Adopt-A-School Grant Program	0	25,000	25,000	21,791.52	.00	3,208.48	87.2%
40200000 6485 Rehabilitation Costs	0	250,000	250,000	21,475.50	.00	228,524.50	8.6%
40200000 6487 Disposal Costs	0	15,000	15,000	.00	.00	15,000.00	.0%
40200000 6515 Taxes and Assessments	0	6,600	6,600	230.00	.00	6,370.00	3.5%
40200000 6530 Conference/Training/Ed	0	100	100	31.32	.00	68.68	31.3%
40200000 6532 Maintenance/Other Supplies	0	400	400	388.86	.00	11.14	97.2%
40200000 6535 Lease Property Maintenance	0	1,500	1,500	1,103.20	.00	396.80	73.5%
40200000 7030 Facilities And Improvements	0	413,000	413,000	56,106.48	323,835.10	33,058.42	92.0%
TOTAL Low/Mod Housing Fund	0	540,240	540,240	73,232.23	323,835.10	143,172.67	73.5%
TOTAL Housing Fund	0	540,240	540,240	73,232.23	323,835.10	143,172.67	73.5%
TOTAL REVENUES	0	-303,803	-303,803	-81,032.81	.00	-222,770.19	
TOTAL EXPENSES	0	844,043	844,043	154,265.04	323,835.10	365,942.86	

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

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ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5750 Successor Agency Admin							
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57500000 Successor Agency Admin							
57500000 4355 Transfer In	0	-250,000	-250,000	-250,000.00	.00	.00	100.0%
57500000 5000 Salaries/Full-time	0	125,000	125,000	145,742.83	.00	-20,742.83	116.6%
57500000 5005 Salaries/Part-time	0	11,615	11,615	10,687.37	.00	927.63	92.0%
57500000 5100 Salaries/Overtime	0	0	0	123.15	.00	-123.15	.0%
57500000 5105 Salaries/Leave Payout	0	7,968	7,968	.00	.00	7,968.00	.0%
57500000 5300 Public Employee Retirement S	0	30,758	30,758	33,722.64	.00	-2,964.64	109.6%
57500000 5302 Long Term Disability Insuran	0	356	356	371.49	.00	-15.49	104.4%
57500000 5303 Life Insurance Premiums	0	81	81	84.91	.00	-3.91	104.8%
57500000 5304 Workers Compensation Insuran	0	11,461	11,461	12,611.10	.00	-1,150.10	110.0%
57500000 5305 Medicare Tax- Employer's Sha	0	2,143	2,143	2,139.94	.00	3.06	99.9%
57500000 5307 Deferred Comp/Part-Time	0	436	436	318.68	.00	117.32	73.1%
57500000 5308 Deferred Compensation/Full-t	0	2,802	2,802	7,770.20	.00	-4,968.20	277.3%
57500000 5309 Unemployment Insurance	0	425	425	431.93	.00	-6.93	101.6%
57500000 5310 Section 125 Benefit Allow.	0	16,743	16,743	20,138.05	.00	-3,395.05	120.3%
57500000 6401 Gas and Electric Utilities	0	4,000	4,000	18,603.67	.00	-14,603.67	465.1%
57500000 6402 Telephone/Fax Charges	0	3,500	3,500	3,176.36	.00	323.64	90.8%
57500000 6411 Advertising/Bids and Notices	0	0	0	49.00	.00	-49.00	.0%
57500000 6414 Professional Dues	0	300	300	200.00	.00	100.00	66.7%
57500000 6415 Publications/Subscriptions	0	100	100	69.00	.00	31.00	69.0%
57500000 6416 Office Supplies/Expendable	0	1,500	1,500	9.46	.00	1,490.54	.6%
57500000 6420 Mileage Reimbursements	0	1,200	1,200	773.95	.00	426.05	64.5%
57500000 6440 Contracted Services	0	20,500	20,500	7,639.26	.00	12,860.74	37.3%
57500000 6515 Taxes and Assessments	0	800	800	454.76	.00	345.24	56.8%
57500000 6530 Conference/Training/Ed	0	3,312	3,312	1,145.27	.00	2,166.73	34.6%
57500000 6532 Maintenance/Other Supplies	0	5,000	5,000	1,961.90	.00	3,038.10	39.2%
57500000 6999 Prior Period Exp Adjustment	0	0	0	-4,954.00	.00	4,954.00	.0%
TOTAL Successor Agency Admin	0	0	0	13,270.92	.00	-13,270.92	.0%
TOTAL Successor Agency Admin	0	0	0	13,270.92	.00	-13,270.92	.0%
TOTAL REVENUES	0	-250,000	-250,000	-250,000.00	.00	.00	
TOTAL EXPENSES	0	250,000	250,000	263,270.92	.00	-13,270.92	



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ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6050 Non Housing Bond Proceeds							
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60500000 Non Housing Bond Proceeds							
60500000 4201 Services for Other Agencies	0	0	0	-1,200.00	.00	1,200.00	.0%
60500000 4671 Sale of Real and Personal Pr	0	0	0	-18,750.00	.00	18,750.00	.0%
60500000 5000 Salaries/Full-time	0	95,335	95,335	37,294.13	.00	58,040.87	39.1%
60500000 5005 Salaries/Part-time	0	8,858	8,858	1,974.52	.00	6,883.48	22.3%
60500000 5100 Salaries/Overtime	0	0	0	46.17	.00	-46.17	.0%
60500000 5105 Salaries/Leave Payout	0	6,077	6,077	.00	.00	6,077.00	.0%
60500000 5300 Public Employee Retirement S	0	23,458	23,458	8,562.85	.00	14,895.15	36.5%
60500000 5302 Long Term Disability Insuran	0	272	272	132.17	.00	139.83	48.6%
60500000 5303 Life Insurance Premiums	0	62	62	30.35	.00	31.65	49.0%
60500000 5304 Workers Compensation Insuran	0	8,741	8,741	3,175.04	.00	5,565.96	36.3%
60500000 5305 Medicare Tax- Employer's Sha	0	1,634	1,634	539.80	.00	1,094.20	33.0%
60500000 5307 Deferred Comp/Part-Time	0	333	333	72.41	.00	260.59	21.7%
60500000 5308 Deferred Compensation/Full-t	0	2,137	2,137	2,025.16	.00	111.84	94.8%
60500000 5309 Unemployment Insurance	0	324	324	79.86	.00	244.14	24.6%
60500000 5310 Section 125 Benefit Allow.	0	12,769	12,769	7,568.17	.00	5,200.83	59.3%
60500000 6401 Gas and Electric Utilities	0	12,000	12,000	1,069.13	.00	10,930.87	8.9%
60500000 6402 Telephone/Fax Charges	0	0	0	352.01	.00	-352.01	.0%
60500000 6440 Contracted Services	0	52,000	52,000	2,479.25	.00	49,520.75	4.8%
60500000 6487 Disposal Costs	0	0	0	1,262.90	.00	-1,262.90	.0%
60500000 6515 Taxes and Assessments	0	0	0	136.52	.00	-136.52	.0%
60500000 6530 Conference/Training/Ed	0	0	0	31.32	.00	-31.32	.0%
60500000 6532 Maintenance/Other Supplies	0	29,000	29,000	388.86	.00	28,611.14	1.3%
60500000 6804 Infrastructure Study	0	70,000	70,000	3,160.00	.00	66,840.00	4.5%
60500000 6807 Building Developmnt Depot Bl	0	350,000	350,000	.00	.00	350,000.00	.0%
60500000 6810 Traffic Signal-Yosemite/E/m	0	0	0	-6,765.59	.00	6,765.59	.0%
60500000 6811 Riverside Subdivision Strm D	0	0	0	-180.60	.00	180.60	.0%
60500000 6812 Riverwalk Improvement Projec	0	0	0	.00	.68	-.68	.0%
60500000 7030 Facilities And Improvements	0	2,425,910	2,425,910	.00	.00	2,425,910.00	.0%
60500000 7050 Construction/Infrastructure	0	2,998,280	2,998,280	1,095,606.85	71,340.41	1,831,332.74	38.9%
TOTAL Non Housing Bond Proceeds	0	6,097,190	6,097,190	1,139,091.28	71,341.09	4,886,757.63	19.9%
TOTAL Non Housing Bond Proceeds	0	6,097,190	6,097,190	1,139,091.28	71,341.09	4,886,757.63	19.9%
TOTAL REVENUES	0	0	0	-19,950.00	.00	19,950.00	
TOTAL EXPENSES	0	6,097,190	6,097,190	1,159,041.28	71,341.09	4,866,807.63	

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ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<hr/>							
60600000 LowMod Housing Bond Proceeds							
<hr/>							
60600000 6440 Contracted Services	0	170,810	170,810	26,539.05	133,845.00	10,425.95	93.9%
60600000 7030 Facilities And Improvements	0	369,150	369,150	160,777.00	23,500.00	184,873.00	49.9%
TOTAL LowMod Housing Bond Proceeds	0	539,960	539,960	187,316.05	157,345.00	195,298.95	63.8%
TOTAL LowMod Housing Bond Proceeds	0	539,960	539,960	187,316.05	157,345.00	195,298.95	63.8%
TOTAL EXPENSES	0	539,960	539,960	187,316.05	157,345.00	195,298.95	



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ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
8040 Debt Svc Fund - SA							
<hr/>							
80400000 Debt Svc Fund/Successor Agency							
80400000 4162 Interest Income	0	0	0	-37,664.55	.00	37,664.55	.0%
80400000 4355 Transfer In	0	-3,625,445	-3,625,445	-3,625,445.00	.00	.00	100.0%
80400000 4751 Realized Gain/Loss Sale of I	0	0	0	4,790.09	.00	-4,790.09	.0%
80400000 6440 Contracted Services	0	40,000	40,000	12,626.00	.00	27,374.00	31.6%
80400000 8000 Interest Expense	0	2,331,149	2,331,149	2,331,142.53	.00	6.47	100.0%
80400000 8001 Principal Payment	0	1,225,000	1,225,000	1,225,000.00	.00	.00	100.0%
TOTAL Debt Svc Fund/Successor Agency	0	-29,296	-29,296	-89,550.93	.00	60,254.93	305.7%
TOTAL Debt Svc Fund - SA	0	-29,296	-29,296	-89,550.93	.00	60,254.93	305.7%
TOTAL REVENUES	0	-3,625,445	-3,625,445	-3,658,319.46	.00	32,874.46	
TOTAL EXPENSES	0	3,596,149	3,596,149	3,568,768.53	.00	27,380.47	

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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	0	7,148,094	7,148,094	1,323,359.55	552,521.19	5,272,213.26	26.2%

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ACCOUNTS FOR: 4020 Housing Fund	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
40200000 Low/Mod Housing Fund							
40200000 4163 Interest Income/Loans	-203	0	-203	.00	.00	-203.00	.0%
40200000 4190 Rental Income	0	0	0	-1,050.00	.00	1,050.00	.0%
40200000 4434 Grant	-16,000	0	-16,000	.00	.00	-16,000.00	.0%
40200000 4671 Sale of Real and Personal Pr	-250,000	0	-250,000	.00	.00	-250,000.00	.0%
40200000 5000 Salaries/Full-time	5,631	0	5,631	2,246.21	.00	3,384.79	39.9%
40200000 5005 Salaries/Part-time	526	0	526	114.91	.00	411.09	21.8%
40200000 5105 Salaries/Leave Payout	354	0	354	677.44	.00	-323.44	191.4%
40200000 5300 Public Employee Retirement S	1,318	0	1,318	268.63	.00	1,049.37	20.4%
40200000 5302 Long Term Disability Insuran	16	0	16	6.54	.00	9.46	40.9%
40200000 5303 Life Insurance Premiums	3	0	3	1.46	.00	1.54	48.7%
40200000 5304 Workers Compensation Insuran	552	0	552	224.46	.00	327.54	40.7%
40200000 5305 Medicare Tax- Employer's Sha	97	0	97	52.80	.00	44.20	54.4%
40200000 5307 Deferred Comp/Part-Time	20	0	20	4.31	.00	15.69	21.6%
40200000 5308 Deferred Compensation/Full-t	321	0	321	128.26	.00	192.74	40.0%
40200000 5309 Unemployment Insurance	16	0	16	3.45	.00	12.55	21.6%
40200000 5310 Section 125 Benefit Allow.	871	0	871	389.06	.00	481.94	44.7%
40200000 6401 Gas and Electric Utilities	4,000	0	4,000	161.12	.00	3,838.88	4.0%
40200000 6402 Telephone/Fax Charges	350	0	350	.00	.00	350.00	.0%
40200000 6411 Advertising/Bids and Notices	800	0	800	.00	.00	800.00	.0%
40200000 6416 Office Supplies/Expendable	200	0	200	.00	.00	200.00	.0%
40200000 6418 Postage / Other Mailing Char	100	0	100	.00	.00	100.00	.0%
40200000 6440 Contracted Services	30,000	0	30,000	.00	.00	30,000.00	.0%
40200000 6485 Rehabilitation Costs	150,000	0	150,000	.00	.00	150,000.00	.0%
40200000 6515 Taxes and Assessments	2,000	0	2,000	.00	.00	2,000.00	.0%
40200000 6530 Conference/Training/Ed	100	0	100	.00	.00	100.00	.0%
40200000 6532 Maintenance/Other Supplies	400	0	400	.00	.00	400.00	.0%
40200000 7030 Facilities And Improvements	450,000	0	450,000	.00	.00	450,000.00	.0%
TOTAL Low/Mod Housing Fund	381,472	0	381,472	3,228.65	.00	378,243.35	.8%
TOTAL Housing Fund	381,472	0	381,472	3,228.65	.00	378,243.35	.8%
TOTAL REVENUES	-266,203	0	-266,203	-1,050.00	.00	-265,153.00	
TOTAL EXPENSES	647,675	0	647,675	4,278.65	.00	643,396.35	

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ACCOUNTS FOR: 4030 Redev Prop Tax Trust Fd	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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40300000 Non Housing Tax Increment							
40300000 4000 Current Secured Property Tax	-3,686,763	0	-3,686,763	-1,954,000.00	.00	-1,732,763.00	53.0%
40300000 8200 Transfer Out	3,875,445	0	3,875,445	.00	.00	3,875,445.00	.0%
TOTAL Non Housing Tax Increment	188,682	0	188,682	-1,954,000.00	.00	2,142,682.00	%
TOTAL Redev Prop Tax Trust Fd	188,682	0	188,682	-1,954,000.00	.00	2,142,682.00	%
TOTAL REVENUES	-3,686,763	0	-3,686,763	-1,954,000.00	.00	-1,732,763.00	
TOTAL EXPENSES	3,875,445	0	3,875,445	.00	.00	3,875,445.00	



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ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5750 Successor Agency Admin							
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57500000 Successor Agency Admin							
57500000 4355 Transfer In	-250,000	0	-250,000	.00	.00	-250,000.00	.0%
57500000 5000 Salaries/Full-time	219,753	0	219,753	12,146.18	.00	207,606.82	5.5%
57500000 5005 Salaries/Part-time	20,522	0	20,522	621.33	.00	19,900.67	3.0%
57500000 5105 Salaries/Leave Payout	13,819	0	13,819	3,663.21	.00	10,155.79	26.5%
57500000 5300 Public Employee Retirement S	51,419	0	51,419	1,452.56	.00	49,966.44	2.8%
57500000 5302 Long Term Disability Insuran	624	0	624	35.36	.00	588.64	5.7%
57500000 5303 Life Insurance Premiums	136	0	136	7.88	.00	128.12	5.8%
57500000 5304 Workers Compensation Insuran	20,157	0	20,157	1,213.75	.00	18,943.25	6.0%
57500000 5305 Medicare Tax- Employer's Sha	3,768	0	3,768	285.53	.00	3,482.47	7.6%
57500000 5307 Deferred Comp/Part-Time	770	0	770	23.30	.00	746.70	3.0%
57500000 5308 Deferred Compensation/Full-t	5,014	0	5,014	693.54	.00	4,320.46	13.8%
57500000 5309 Unemployment Insurance	630	0	630	18.63	.00	611.37	3.0%
57500000 5310 Section 125 Benefit Allow.	33,978	0	33,978	2,103.84	.00	31,874.16	6.2%
57500000 6401 Gas and Electric Utilities	4,000	0	4,000	.00	.00	4,000.00	.0%
57500000 6402 Telephone/Fax Charges	3,500	0	3,500	.00	.00	3,500.00	.0%
57500000 6414 Professional Dues	300	0	300	.00	.00	300.00	.0%
57500000 6415 Publications/Subscriptions	100	0	100	39.00	.00	61.00	39.0%
57500000 6416 Office Supplies/Expendable	1,500	0	1,500	.00	.00	1,500.00	.0%
57500000 6420 Mileage Reimbursements	1,200	0	1,200	.00	.00	1,200.00	.0%
57500000 6440 Contracted Services	20,500	0	20,500	609.50	.00	19,890.50	3.0%
57500000 6515 Taxes and Assessments	800	0	800	.00	.00	800.00	.0%
57500000 6530 Conference/Training/Ed	3,312	0	3,312	.00	.00	3,312.00	.0%
57500000 6532 Maintenance/Other Supplies	5,000	0	5,000	.00	.00	5,000.00	.0%
TOTAL Successor Agency Admin	160,802	0	160,802	22,913.61	.00	137,888.39	14.2%
TOTAL Successor Agency Admin	160,802	0	160,802	22,913.61	.00	137,888.39	14.2%
TOTAL REVENUES	-250,000	0	-250,000	.00	.00	-250,000.00	
TOTAL EXPENSES	410,802	0	410,802	22,913.61	.00	387,888.39	



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ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
6050 Non Housing Bond Proceeds	APPROP	ADJSTMTS	BUDGET	ACTUALS	ENCUMBRANCES	BUDGET	USED
<hr/>							
60500000 Non Housing Bond Proceeds							
60500000 5000 Salaries/Full-time	95,335	0	95,335	2,246.21	.00	93,088.79	2.4%
60500000 5005 Salaries/Part-time	8,858	0	8,858	114.91	.00	8,743.09	1.3%
60500000 5105 Salaries/Leave Payout	6,077	0	6,077	677.44	.00	5,399.56	11.1%
60500000 5300 Public Employee Retirement S	23,458	0	23,458	268.63	.00	23,189.37	1.1%
60500000 5302 Long Term Disability Insuran	272	0	272	6.54	.00	265.46	2.4%
60500000 5303 Life Insurance Premiums	62	0	62	1.46	.00	60.54	2.4%
60500000 5304 Workers Compensation Insuran	8,741	0	8,741	224.46	.00	8,516.54	2.6%
60500000 5305 Medicare Tax- Employer's Sha	1,634	0	1,634	52.80	.00	1,581.20	3.2%
60500000 5307 Deferred Comp/Part-Time	333	0	333	4.31	.00	328.69	1.3%
60500000 5308 Deferred Compensation/Full-t	2,137	0	2,137	128.26	.00	2,008.74	6.0%
60500000 5309 Unemployment Insurance	324	0	324	3.45	.00	320.55	1.1%
60500000 5310 Section 125 Benefit Allow.	12,769	0	12,769	389.06	.00	12,379.94	3.0%
60500000 6401 Gas and Electric Utilities	4,000	0	4,000	82.81	.00	3,917.19	2.1%
60500000 6402 Telephone/Fax Charges	2,000	0	2,000	.00	.00	2,000.00	.0%
60500000 6440 Contracted Services	52,000	0	52,000	800.00	.00	51,200.00	1.5%
60500000 6515 Taxes and Assessments	1,000	0	1,000	.00	.00	1,000.00	.0%
60500000 6532 Maintenance/Other Supplies	33,500	0	33,500	.00	.00	33,500.00	.0%
60500000 6804 Infrastructure Study	70,000	0	70,000	.00	.00	70,000.00	.0%
60500000 7030 Facilities And Improvements	350,000	0	350,000	.00	.00	350,000.00	.0%
60500000 7050 Construction/Infrastructure	3,438,410	0	3,438,410	.00	.00	3,438,410.00	.0%
TOTAL Non Housing Bond Proceeds	4,110,910	0	4,110,910	5,000.34	.00	4,105,909.66	.1%
TOTAL Non Housing Bond Proceeds	4,110,910	0	4,110,910	5,000.34	.00	4,105,909.66	.1%
TOTAL EXPENSES	4,110,910	0	4,110,910	5,000.34	.00	4,105,909.66	

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ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6060 LowMod Housing Bond Proceeds							
<hr/>							
60600000 LowMod Housing Bond Proceeds							
60600000 7030 Facilities And Improvements	309,810	0	309,810	.00	.00	309,810.00	.0%
TOTAL LowMod Housing Bond Proceeds	309,810	0	309,810	.00	.00	309,810.00	.0%
TOTAL LowMod Housing Bond Proceeds	309,810	0	309,810	.00	.00	309,810.00	.0%
TOTAL EXPENSES	309,810	0	309,810	.00	.00	309,810.00	

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ACCOUNTS FOR: 8040 Debt Svc Fund - SA	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<hr/>							
80400000 Debt Svc Fund/Successor Agency							
80400000 4355 Transfer In	-3,674,522	0	-3,674,522	.00	.00	-3,674,522.00	.0%
80400000 6440 Contracted Services	93,997	0	93,997	.00	.00	93,997.00	.0%
80400000 8000 Interest Expense	2,278,015	0	2,278,015	.00	.00	2,278,015.00	.0%
80400000 8001 Principal Payment	1,280,000	0	1,280,000	.00	.00	1,280,000.00	.0%
TOTAL Debt Svc Fund/Successor Agency	-22,510	0	-22,510	.00	.00	-22,510.00	.0%
TOTAL Debt Svc Fund - SA	-22,510	0	-22,510	.00	.00	-22,510.00	.0%
TOTAL REVENUES	-3,674,522	0	-3,674,522	.00	.00	-3,674,522.00	
TOTAL EXPENSES	3,652,012	0	3,652,012	.00	.00	3,652,012.00	

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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	5,129,166	0	5,129,166	-1,922,857.40	.00	7,052,023.40	-37.5%



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RETURN TO AGENDA

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
1020 General Fund	APPROP	ADJSTMTS	BUDGET	ACTUALS	ENCUMBRANCES	BUDGET	USED
<hr/>							
10204400 Code Enforcement							
10204400 4076 Registration Fee	-14,500	0	-14,500	-6,635.00	.00	-7,865.00	45.8%
10204400 4203 Background Check/Report Fee	-300	0	-300	-900.00	.00	600.00	300.0%
10204400 4355 Transfer In	-230,395	0	-230,395	-230,394.96	.00	-.04	100.0%
10204400 4551 Fines/Penalties for Violati	-680,000	0	-680,000	-448,763.03	.00	-231,236.97	66.0%
10204400 4554 Vehicle Abatement Fee	-48,000	0	-48,000	-44,141.48	.00	-3,858.52	92.0%
10204400 4556 Revenue/ Foreclosures	-45,000	0	-45,000	-18,570.70	.00	-26,429.30	41.3%
10204400 4657 Miscellaneous Revenue	0	0	0	-64.66	.00	64.66	.0%
10204400 4659 Refunds and Reimbursements	0	0	0	-194.80	.00	194.80	.0%
10204400 4684 Cost Recovery for Weed Abate	-18,000	0	-18,000	-3,375.72	.00	-14,624.28	18.8%
10204400 5000 Salaries/Full-time	519,639	0	519,639	481,927.75	.00	37,711.45	92.7%
10204400 5005 Salaries/Part-time	84,443	0	84,443	67,243.51	.00	17,199.94	79.6%
10204400 5100 Salaries/Overtime	0	0	0	2,623.02	.00	-2,623.02	.0%
10204400 5105 Salaries/Leave Payout	11,618	0	11,618	6,690.49	.00	4,927.31	57.6%
10204400 5110 Salaries/Uniform Pay	1,000	0	1,000	1,477.35	.00	-477.35	147.7%
10204400 5300 Public Employee Retirement S	130,088	0	130,088	116,262.61	.00	13,824.89	89.4%
10204400 5302 Long Term Disability Insuran	1,713	0	1,713	1,653.37	.00	59.60	96.5%
10204400 5303 Life Insurance Premiums	542	0	542	527.01	.00	15.21	97.2%
10204400 5304 Workers Compensation Insuran	50,760	0	50,760	50,096.18	.00	664.20	98.7%
10204400 5305 Medicare Tax- Employer's Sha	9,235	0	9,235	8,581.05	.00	654.31	92.9%
10204400 5307 Deferred Comp/Part-Time	2,505	0	2,505	2,504.89	.00	-.29	100.0%
10204400 5308 Deferred Compensation/Full-t	17,717	0	17,717	24,062.71	.00	-6,346.07	135.8%
10204400 5309 Unemployment Insurance	3,175	0	3,175	2,927.20	.00	247.89	92.2%
10204400 5310 Section 125 Benefit Allow.	173,610	0	173,610	173,625.90	.00	-16.26	100.0%
10204400 6401 Gas and Electric Utilities	21,000	0	21,000	13,175.76	.00	7,824.24	62.7%
10204400 6402 Telephone/Fax Charges	8,000	0	8,000	6,319.76	.00	1,680.24	79.0%
10204400 6411 Advertising/Bids and Notices	1,000	0	1,000	608.86	.00	391.14	60.9%
10204400 6414 Professional Dues	375	0	375	255.00	.00	120.00	68.0%
10204400 6415 Publications/Subscriptions	250	0	250	517.95	.00	-267.95	207.2%
10204400 6416 Office Supplies/Expendable	6,000	0	6,000	3,252.79	.00	2,747.21	54.2%
10204400 6418 Postage / Other Mailing Char	13,000	0	13,000	5,845.67	.00	7,154.33	45.0%
10204400 6420 Mileage Reimbursements	500	0	500	.00	.00	500.00	.0%
10204400 6425 Vehicle Fuel, Supplies & Mai	10,000	0	10,000	4,260.17	.00	5,739.83	42.6%
10204400 6437 Weed Abatement Expense	18,000	0	18,000	.00	.00	18,000.00	.0%
10204400 6440 Contracted Services	80,000	0	80,000	25,472.25	.00	54,527.75	31.8%
10204400 6460 Pre-Employment Costs	0	0	0	113.50	.00	-113.50	.0%
10204400 6530 Conference/Training/Ed	10,000	0	10,000	10,262.48	.00	-262.48	102.6%
10204400 6532 Maintenance/Other Supplies	14,500	0	14,500	14,514.63	85.12	-99.75	100.7%
10204400 6902 Interfund Charges- Central S	600	0	600	335.49	.00	264.51	55.9%



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ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1020 General Fund							
10204400 6907 Interfund Chrg/Vehicle Replc	11,667	0	11,667	11,667.00	.00	.00	100.0%
10204400 6908 Interfund Chrg/Vehicle Maint	19,493	0	19,493	19,493.04	.00	-.04	100.0%
10204400 6918 Interfund Charges- Comp Main	77,369	0	77,369	77,369.04	.00	-.04	100.0%
10204400 6920 Interfund Charges - Computer	14,616	0	14,616	14,616.00	.00	.28	100.0%
TOTAL Code Enforcement	276,220	0	276,220	395,242.08	85.12	-119,107.07	143.1%
TOTAL General Fund	276,220	0	276,220	395,242.08	85.12	-119,107.07	143.1%
TOTAL REVENUES	-1,036,195	0	-1,036,195	-753,040.35	.00	-283,154.65	
TOTAL EXPENSES	1,312,415	0	1,312,415	1,148,282.43	85.12	164,047.58	

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ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1081 General Fund - LEA Tire Grant							
<hr/>							
10814420 LEA Tire Grant							
<hr/>							
10814420 4428 Grant/ Current Yr Allocation	-18,338	0	-18,338	-1,597.80	.00	-16,740.20	8.7%
10814420 4555 LEA Tire Grant	0	0	0	-6,524.56	.00	6,524.56	.0%
10814420 5000 Salaries/Full-time	6,335	0	6,335	653.47	.00	5,681.53	10.3%
10814420 5110 Salaries/Uniform Pay	0	0	0	22.65	.00	-22.65	.0%
10814420 5300 Public Employee Retirement S	1,725	0	1,725	627.71	.00	1,097.25	36.4%
10814420 5302 Long Term Disability Insuran	23	0	23	4.86	.00	17.95	21.3%
10814420 5303 Life Insurance Premiums	0	0	0	1.54	.00	-1.54	.0%
10814420 5304 Workers Compensation Insuran	531	0	531	73.98	.00	457.46	13.9%
10814420 5305 Medicare Tax- Employer's Sha	96	0	96	12.20	.00	83.52	12.7%
10814420 5308 Deferred Compensation/Full-t	266	0	266	32.81	.00	233.26	12.3%
10814420 5309 Unemployment Insurance	215	0	215	.00	.00	215.39	.0%
10814420 5310 Section 125 Benefit Allow.	2,607	0	2,607	586.74	.00	2,020.54	22.5%
10814420 6530 Conference/Training/Ed	6,956	0	6,956	.00	.00	6,956.00	.0%
10814420 6532 Maintenance/Other Supplies	205	0	205	250.00	.00	-45.00	122.0%
TOTAL LEA Tire Grant	622	0	622	-5,856.40	.00	6,478.07	-942.0%

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ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1081 General Fund - LEA Tire Grant							
10814460 Tire Amnesty Grant							
10814460 4556 Multi-Family Inspection Fees	-39,649	0	-39,649	-22,924.87	.00	-16,724.13	57.8%
10814460 5000 Salaries/Full-time	5,280	0	5,280	1,840.28	.00	3,439.72	34.9%
10814460 5005 Salaries/Part-time	0	0	0	46.14	.00	-46.14	.0%
10814460 5300 Public Employee Retirement S	1,438	0	1,438	5,300.18	.00	-3,862.49	368.7%
10814460 5302 Long Term Disability Insuran	19	0	19	10.48	.00	8.53	55.1%
10814460 5303 Life Insurance Premiums	0	0	0	3.13	.00	-3.13	.0%
10814460 5304 Workers Compensation Insuran	443	0	443	247.66	.00	195.28	55.9%
10814460 5305 Medicare Tax- Employer's Sha	80	0	80	42.73	.00	37.05	53.6%
10814460 5307 Deferred Comp/Part-Time	0	0	0	1.73	.00	-1.73	.0%
10814460 5308 Deferred Compensation/Full-t	222	0	222	113.63	.00	108.13	51.2%
10814460 5309 Unemployment Insurance	180	0	180	9.13	.00	170.39	5.1%
10814460 5310 Section 125 Benefit Allow.	2,173	0	2,173	903.58	.00	1,269.50	41.6%
10814460 6412 Advertising/Other	4,318	0	4,318	1,749.54	.00	2,568.46	40.5%
10814460 6440 Contracted Services	25,545	0	25,545	18,190.00	7,500.00	-145.00	100.6%
10814460 6532 Maintenance/Other Supplies	665	0	665	258.20	.00	406.80	38.8%
TOTAL Tire Amnesty Grant	713	0	713	5,791.54	7,500.00	-12,578.76	%
TOTAL General Fund - LEA Tire Grant	1,334	0	1,334	-64.86	7,500.00	-6,100.69	557.2%
TOTAL REVENUES	-57,987	0	-57,987	-31,047.23	.00	-26,939.77	
TOTAL EXPENSES	59,321	0	59,321	30,982.37	7,500.00	20,839.08	

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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	277,555	0	277,555	395,177.22	7,585.12	-125,207.76	145.1%



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ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
1020 General Fund	APPROP	ADJSTMTS	BUDGET	ACTUALS	ENCUMBRANCES	BUDGET	USED
<hr/>							
10204400 Code Enforcement							
10204400 4076 Registration Fee	-16,750	0	-16,750	-110.00	.00	-16,640.00	.7%
10204400 4203 Background Check/Report Fee	-900	0	-900	.00	.00	-900.00	.0%
10204400 4551 Fines/Penalties for Violati	-418,290	0	-418,290	-11,382.33	.00	-406,907.67	2.7%
10204400 4554 Vehicle Abatement Fee	-45,000	0	-45,000	.00	.00	-45,000.00	.0%
10204400 4556 Revenue/ Foreclosures	-27,000	0	-27,000	-506.60	.00	-26,493.40	1.9%
10204400 4561 Rental Business License Insp	-100,000	0	-100,000	.00	.00	-100,000.00	.0%
10204400 4562 Taxi Cab Inspection Fee	-1,140	0	-1,140	.00	.00	-1,140.00	.0%
10204400 4659 Refunds and Reimbursements	-16,000	0	-16,000	.00	.00	-16,000.00	.0%
10204400 4684 Cost Recovery for Weed Abate	-10,000	0	-10,000	.00	.00	-10,000.00	.0%
10204400 5000 Salaries/Full-time	552,463	0	552,463	42,140.38	.00	510,322.32	7.6%
10204400 5005 Salaries/Part-time	86,490	0	86,490	5,405.78	.00	81,083.74	6.3%
10204400 5100 Salaries/Overtime	0	0	0	495.17	.00	-495.17	.0%
10204400 5105 Salaries/Leave Payout	11,966	0	11,966	5,018.08	.00	6,948.25	41.9%
10204400 5110 Salaries/Uniform Pay	1,500	0	1,500	1,500.00	.00	.00	100.0%
10204400 5300 Public Employee Retirement S	123,856	0	123,856	5,236.78	.00	118,619.47	4.2%
10204400 5302 Long Term Disability Insuran	1,822	0	1,822	148.68	.00	1,673.28	8.2%
10204400 5303 Life Insurance Premiums	542	0	542	45.86	.00	496.36	8.5%
10204400 5304 Workers Compensation Insuran	56,469	0	56,469	4,193.42	.00	52,275.25	7.4%
10204400 5305 Medicare Tax- Employer's Sha	9,782	0	9,782	753.60	.00	9,028.83	7.7%
10204400 5307 Deferred Comp/Part-Time	3,243	0	3,243	202.72	.00	3,040.64	6.3%
10204400 5308 Deferred Compensation/Full-t	26,791	0	26,791	2,129.10	.00	24,662.28	7.9%
10204400 5309 Unemployment Insurance	3,106	0	3,106	63.32	.00	3,042.28	2.0%
10204400 5310 Section 125 Benefit Allow.	185,270	0	185,270	16,371.68	.00	168,898.42	8.8%
10204400 6401 Gas and Electric Utilities	15,000	0	15,000	.00	.00	15,000.00	.0%
10204400 6402 Telephone/Fax Charges	8,000	0	8,000	.00	.00	8,000.00	.0%
10204400 6411 Advertising/Bids and Notices	1,000	0	1,000	.00	.00	1,000.00	.0%
10204400 6414 Professional Dues	525	0	525	.00	.00	525.00	.0%
10204400 6415 Publications/Subscriptions	250	0	250	.00	.00	250.00	.0%
10204400 6416 Office Supplies/Expendable	6,000	0	6,000	.00	.00	6,000.00	.0%
10204400 6418 Postage / Other Mailing Char	8,000	0	8,000	.00	.00	8,000.00	.0%
10204400 6425 Vehicle Fuel, Supplies & Mai	7,000	0	7,000	.00	.00	7,000.00	.0%
10204400 6437 Weed Abatement Expense	10,000	0	10,000	385.50	.00	9,614.50	3.9%
10204400 6440 Contracted Services	80,000	0	80,000	2,303.25	.00	77,696.75	2.9%
10204400 6530 Conference/Training/Ed	10,000	0	10,000	.00	.00	10,000.00	.0%
10204400 6532 Maintenance/Other Supplies	10,000	0	10,000	.00	.00	10,000.00	.0%
10204400 6902 Interfund Charges- Central S	600	0	600	.00	.00	600.00	.0%
10204400 6907 Interfund Chrg/Vehicle Replc	12,000	0	12,000	.00	.00	12,000.00	.0%
10204400 6908 Interfund Chrg/Vehicle Maint	19,255	0	19,255	.00	.00	19,255.32	.0%



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ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1020 General Fund							
10204400 6918 Interfund Charges- Comp Main	77,369	0	77,369	.00	.00	77,369.00	.0%
10204400 6920 Interfund Charges - Computer	14,616	0	14,616	.00	.00	14,616.28	.0%
TOTAL Code Enforcement	707,836	0	707,836	74,394.39	.00	633,441.73	10.5%
TOTAL General Fund	707,836	0	707,836	74,394.39	.00	633,441.73	10.5%
TOTAL REVENUES	-635,080	0	-635,080	-11,998.93	.00	-623,081.07	
TOTAL EXPENSES	1,342,916	0	1,342,916	86,393.32	.00	1,256,522.80	

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City of Madera, CA - LIVE 11.1  
FLEXIBLE PERIOD REPORT

PAGE 3  
glflxrpt

FROM 2018 01 TO 2018 01

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1081 General Fund - LEA Tire Grant							
<hr/>							
10814460 Tire Amnesty Grant							
10814460 4556 Multi-Family Inspection Fees	-60,230	0	-60,230	.00	.00	-60,230.00	.0%
10814460 5000 Salaries/Full-time	8,480	0	8,480	.00	.00	8,480.00	.0%
10814460 5300 Public Employee Retirement S	2,388	0	2,388	.00	.00	2,388.01	.0%
10814460 5302 Long Term Disability Insuran	31	0	31	.00	.00	30.53	.0%
10814460 5304 Workers Compensation Insuran	748	0	748	.00	.00	747.68	.0%
10814460 5305 Medicare Tax- Employer's Sha	128	0	128	.00	.00	128.12	.0%
10814460 5308 Deferred Compensation/Full-t	356	0	356	.00	.00	356.16	.0%
10814460 5309 Unemployment Insurance	254	0	254	.00	.00	254.40	.0%
10814460 5310 Section 125 Benefit Allow.	3,386	0	3,386	.00	.00	3,385.90	.0%
10814460 6412 Advertising/Other	1,866	0	1,866	.00	.00	1,866.00	.0%
10814460 6418 Postage / Other Mailing Char	1,029	0	1,029	.00	.00	1,029.00	.0%
10814460 6440 Contracted Services	40,690	0	40,690	.00	.00	40,690.00	.0%
10814460 6532 Maintenance/Other Supplies	911	0	911	.00	.00	911.00	.0%
TOTAL Tire Amnesty Grant	37	0	37	.00	.00	36.80	.0%
TOTAL General Fund - LEA Tire Grant	37	0	37	.00	.00	36.80	.0%
TOTAL REVENUES	-60,230	0	-60,230	.00	.00	-60,230.00	
TOTAL EXPENSES	60,267	0	60,267	.00	.00	60,266.80	

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City of Madera, CA - LIVE 11.1  
FLEXIBLE PERIOD REPORT

PAGE 4  
glflxrpt

FROM 2018 01 TO 2018 01

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	707,873	0	707,873	74,394.39	.00	633,478.53	10.5%

## REPORT TO THE CITY COUNCIL

MEETING OF: August 9, 2017

AGENDA ITEM NUMBER: 3F

APPROVED BY:

  
Executive Director  
Neighborhood Preservation Supervisor

**Subject:** Activity Report – Code Enforcement Division

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

### HISTORY/BACKGROUND

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

### RECOMMENDATION

No action is required.

JET/vr

Attachment:  
-Activity Report

## REPORT FOR JULY 1, 2017 – JULY 31, 2017

### Foreclosed Property Activities

	Activity	Amount
1.	Total Foreclosed Property Cases	85
2.	Monitoring (Occupied)	64
3.	Active Cases	21
*4.	Properties Sold this month and/or Closed	2
5.	Properties Registered	2
6.	Citations Issued	6

\* ( 2 ) Foreclosure properties sold. Foreclosure cases closed due to cancellation of foreclosure process ( 0 ).

### Code Enforcement Activities

	Activity	Total for Month	Year to Date (From 7/1/2017)
1.	Files Opened <i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i>	86	86
2.	Files Closed <i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i>	99	99
3.	Active Files <i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i>	735	N/A
4.	Citations Issued <i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i>	4	4
5.	Abandoned Vehicles Tagged (Cases Opened)	45	45
6.	Abandoned Vehicles Towed (Cases Closed)	7	7
7.	Abandoned Vehicles Removed (Cases Closed)	29	29
8.	Active Abandoned Vehicle Files	143	N/A
9.	Weed Abatement Files Opened	0	0
10.	Active Weed Abatement Files	434	N/A

### Accounts Receivables Activities

	Activity	Total for Month	Year to Date (From 7/1/2017)
1.	Fines/Citations, Penalties, and Enforcement Fees <i>Levied</i>	\$8,350.00	\$8,350.00
2.	Fines/Citations, Penalties, and Enforcement Fees <i>Collected</i>	\$11,382.50	\$11,382.5
3.	Registration Fees for Vacant/Abandoned Buildings and Foreclosed Properties <i>Collected</i>	\$110.00	\$110.00
4.	Removed for Collections - Fines, Penalties, Citations and Towing Fees sent to Collection Agency	\$0.00	\$0.00

### Small Claims and Lien Activities

*Information provided by City Attorney's Office*

	Type	No. of files This month	No. of files Ytd.	Amount This month	Amount Year to Date
1.	Small Claims / Intercept Candidates	0	0	\$0.00	\$0.00
2.	Lien Confirmations	5	5	\$2,159.69	\$2,159.69
3.	Liens turned over to Assessor	0	0	\$0.00	\$0.00

**Files currently being reviewed for appropriate action – 15**



## REPORT FOR JUNE 1, 2017 – JUNE 30, 2017

### Foreclosed Property Activities

	Activity	Amount
1.	Total Foreclosed Property Cases	84
2.	Monitoring (Occupied)	64
3.	Active Cases	20
*4.	Properties Sold this month and/or Closed	9
5.	Properties Registered	4
6.	Citations Issued	3

\* ( 7 ) Foreclosure properties sold. Foreclosure cases closed due to cancellation of foreclosure process ( 2 ).

### Code Enforcement Activities

	Activity	Total for Month	Year to Date (From 7/1/2016)
1.	Files Opened <i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i>	102	1,034
2.	Files Closed <i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i>	139	989
3.	Active Files <i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i>	745	N/A
4.	Citations Issued <i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i>	2	53
5.	Abandoned Vehicles Tagged (Cases Opened)	30	510
6.	Abandoned Vehicles Towed (Cases Closed)	9	45
7.	Abandoned Vehicles Removed (Cases Closed)	16	485
8.	Active Abandoned Vehicle Files	126	N/A
9.	Weed Abatement Files Opened	0	110
10.	Active Weed Abatement Files	434	N/A

### Accounts Receivables Activities

	Activity	Total for Month	Year to Date (From 7/1/2016)
1.	Fines/Citations, Penalties, and Enforcement Fees <i>Levied</i>	\$3,825.00	\$74,175.00
2.	Fines/Citations, Penalties, and Enforcement Fees <i>Collected</i>	\$2,393.00	\$448,623.08
3.	Registration Fees for Vacant/Abandoned Buildings and Foreclosed Properties <i>Collected</i>	\$220.00	\$6,620.00
4.	Removed for Collections - Fines, Penalties, Citations and Towing Fees sent to Collection Agency	\$0.00	\$6,985.00

### Small Claims and Lien Activities

*Information provided by City Attorney's Office*

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

**Files currently being reviewed for appropriate action – 0**

# REPORT TO THE CITY COUNCIL

RETURN TO AGENDA

MEETING OF: August 9, 2017

AGENDA ITEM NUMBER: 3G

APPROVED BY:

  
Executive Director

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

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

## HISTORY/BACKGROUND

In prior years Code Enforcement received significant funding from the Redevelopment Agency and CDBG. Since the dissolution of Redevelopment and loss of CDBG Code Enforcement/Neighborhood Revitalization funding now comes from the General Fund and other sources related to activity.

Other sources include:

- Foreclosure Registration Fee
- Abandoned Building Registration Fee
- Fines and Penalties
- Cost Recovery

Additional Program Revenue:

- Vehicle Abatement
- Tire Amnesty Grant

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

Fiscal Year	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	TOTAL
2010-11	\$9,845	\$7,980	\$5,806	\$7,953	\$10,873	\$12,240	\$10,304	\$5,354	\$11,147	\$19,446	\$13,501	\$42,760	\$157,209
2011-12	\$22,646	\$35,955	\$22,782	\$42,900	\$45,553	\$71,297	\$67,720	\$64,524	\$52,238	\$23,612	\$28,641	\$45,809	\$523,678
2012-13	\$33,216	\$36,791	\$24,520	\$56,500	\$61,504	\$62,101	\$60,271	\$76,941	\$70,142	\$61,138	\$66,261	\$22,660	\$632,045
2013-14	\$73,253	\$41,445	\$40,692	\$116,589	\$58,036	\$47,573	\$94,700	\$64,214	\$18,911	\$31,682	\$51,773	\$9,043	\$647,915
2014-15	\$12,262	\$60,675	\$171,037	\$38,146	\$129,213	\$37,074	\$11,836	\$27,967	\$144,602	\$29,078	\$75,658	\$8,867	\$753,645
2015-16	\$27,183	\$83,589	\$2,393	\$88,406	\$34,598	\$26,218	\$16,834	\$88,144	\$76,912	\$67,380	\$122,878	\$39,338	\$673,872
2016-17	\$17,905	\$28,638	\$20,220	\$133,834	\$38,741	\$23,545	\$88,231	\$2,375	\$17,909	\$9,496	\$91,435	\$5,913	\$477,343
2017-18	\$11,998												\$11,998
<b>TOTAL</b>													<b>\$3,877,705</b>

## RECOMMENDATION

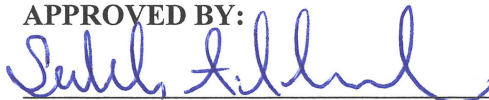
Report is provided for your information only – no action is required.

# REPORT TO THE CITY COUNCIL

RETURN TO AGENDA

BOARD MEETING OF: August 9, 2017  
AGENDA ITEM NUMBER: 3H

APPROVED BY:



Neighborhood Outreach Coordinator



Executive Director

**Subject:** Update on Neighborhood Outreach Activities

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

## **HISTORY/BACKGROUND:**

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

- Saleh Alhomedi, Neighborhood Outreach Coordinator, full-time employee.
- Christina Herrera, Neighborhood Outreach Assistant, full-time employee.
- Maria Munoz, Neighborhood Outreach Consultant, part-time employee.

## **I. Neighborhood Meetings:**

### **a. July Neighborhood Watch Meetings:**

- i. July 6, 2017; Location: 1309 Adanac Way; Time: 6-7 P.M. (1<sup>st</sup> NW)
- ii. July 11, 2017; Location: 1418 Santa Fe Street; Time: 6-7 P.M. (1<sup>st</sup> NW)
- iii. July 13, 2017; Location: Corner of Lilly and Clinton; Time: 6-7 P.M. (4<sup>th</sup> NW)
- iv. July 18, 2017; Location: 1820 Jennings Street; Time: 6-7 P.M. (1<sup>st</sup> NW)
- v. July 20, 2017; Location: Deerwood Neighborhood; Time: 6-7 P.M. (3<sup>rd</sup> NW)

### **b. August Neighborhood Watch Meetings:**

- i. The outreach staff will work on scheduling Neighborhood Watch Meetings for this month.

## **II. 2017 National Night Out**

### **a. Tuesday, August 1, 2017—5:00 P.M. to 9:00 P.M.**

- i. Thanks to the excellent planning and execution of our committee members. We had a successful National Night Out.
  1. This year our community outreach staff organized 50 neighborhoods where thousands of Maderans across our city took a stand against crime.

### **b. National Night Out Connect: Thursday, August 3, 2017—start at 5 P.M.**

- i. **The ad hoc committee established to organize this event consists of the following :**  
Lacy Burleson (Police), Stephanie Stoeckel (Probation), Ozzie Naranjo (Parks), Kyla Serratto (Sheriff), Joshua McConnell (CHP); Lucia Avila (Housing Authority); Joseph Carrello (City Communication); Jim Taubert, Saleh Alhomedi, Christina Herrera (NRD)
- ii. The committee is preparing the execution of National Night Out Connect for this Thursday.

### **III. Community Outreach Activities:**

- a. Our outreach staff will work on scheduling outreach activities in August.

### **IV. Established Community Partnerships:**

- a. American Red Cross Volunteer Training
  - i. Christina Herrera and Saleh Alhomedi are coordinating with American Red Cross leadership to identify local neighborhoods that have homes in need of smoke alarms.
  - ii. We are planning for our next volunteers meeting for this upcoming month.
  - iii. Our outreach staff continue to recruit volunteers.
- b. Community Partnership/S.A.L.T.
  - i. Our staff will attend the next scheduled meeting on Thursday, August 10<sup>th</sup>.
- c. Curb Stripe Initiative
  - i. We continue to promote the program through social media, Neighborhood Watch meetings, and community events. Thus far, we have been getting requests and Public Works continues to paint curbs. The Madera Ministerial Association is stepping up to further the promotion of the program.
- d. Madera Downtown Association
  - i. Our outreach staff continue to work with the MDA, Chamber of Commerce, and community partners on findings ways to enhance the quality of life in downtown Madera through revitalization, beautification, and economic promotion opportunities.
- e. SCORE
  - i. The outreach staff and SCORE Central Valley leadership are scheduled to meet on Tuesday, August 8<sup>th</sup> at the RDA Conference Room for a volunteers training meeting.
- f. Adopt-A-School
  - i. Our outreach staff met with MUSD and the Adopt-A-School coordinators on July 25<sup>th</sup> to discuss the renewal of applications for volunteers and program updates. A follow up meeting will be scheduled with the Adopt-A-School coordinators.
- g. Parent Engagement Conference
  - i. Our outreach staff has partnered with the MUSD to coordinate the Parent Engagement Conference that is tentatively scheduled for October 28<sup>th</sup>, 2017. We are meeting with David Hernandez on Monday, August 14<sup>th</sup> to start the planning process.
- h. Youth Leadership Conference
  - i. Our planning will begin in September 2017. The next leadership conference will be held on March 24, 2018.

### **V. VISION 2025 LINKAGE**

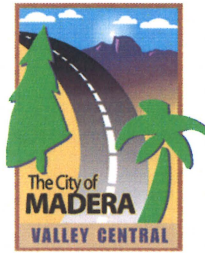
These items are compatible with the objectives and goals set forth in the Vision Madera 2025 Action Plan.

### **RECOMMENDATION**

This report is merely informational. No action is required.



# REPORT TO THE CITY COUNCIL

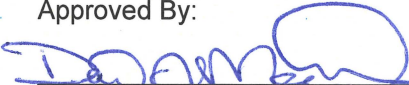



RETURN TO AGENDA

COUNCIL MEETING OF:  
August 9, 2017

AGENDA ITEM NUMBER:  
3I

Approved By:

  
\_\_\_\_\_  
COMMUNITY DEVELOPMENT DIRECTOR

  
\_\_\_\_\_  
CITY ADMINISTRATOR

**Subject: Consideration of a Resolution Confirming Support for the Extension of Pacific Gas and Electric Company's Enhanced Economic Development Rate.**

## **RECOMMENDATION:**

It is recommended that the Council adopt a resolution confirming support for the extension of Pacific Gas and Electric Company's Enhanced Economic Development Rate.

## **SUMMARY:**

An Enhanced Economic Development Rate (EEDR) was approved by the California Public Utilities Commission in 2013. The EEDR provides a 12% electricity charge rate reduction for five years in any part of PG&E's service area or a 30% rate reduction if the city/county has an unemployment rate which is at least 25% higher than the State average (See Attached Fact Sheet). PG&E has proposed a 3 year extension of the EEDR. The recommend resolution would confirm the City's support for the extension.

## **DISCUSSION**

On September 19, 2013, the California Public Utilities Commission (CPUC) held an administrative hearing to evaluate the adoption of the Enhanced Economic Development Rate (EEDR). The establishment of an EEDR was aimed at benefiting counties and cities with a reduced electrical rate for customers with new or retained power loads of at least 200 kilowatts. The EEDR provided a 12% rate reduction for five years in any part of PG&E's service area or a 30% rate reduction if the city/county has an unemployment rate which is at least 25% higher than the State average.

While the economy has improved since 2013, California energy costs remain among the highest in the nation and far surpass our neighboring states. For large businesses looking to locate in California or within the proximity of California markets, energy costs are a factor in determining location. Offering discounted electrical rates is critical to attract and retain businesses both nationally and internationally. PG&E, understanding the importance of the EEDR, has filed a request for a three-year extension with the CPUC.



In addition to the current rate, PG&E is seeking enhancements including:

- Increasing the 200 megawatt program cap by another 200 megawatts, for a total of 400 megawatts.
- An option to add another 200 megawatts if need arises, through an advice filing to the CPUC.

Additional enhancements that would benefit the San Joaquin Valley and could be requested include:

- Options for small businesses with power loads less than 200 kilowatts currently not qualified for the EEDR.
- Extend the rate to existing businesses that could benefit and possibly expand but currently do not qualify because they are not looking to move out of state.
- Allow for agricultural-rate customers to qualify if they are reasonably relocatable.

These enhancements, although not part of the PG&E filing, have been supported by other regions and are aimed at increasing participation of small businesses and agricultural production regardless of power load. While an agricultural rate exists and will remain, the enhanced EEDR would extend to production regardless of size or power load encouraging existing out of state production to consider California.

The CPUC will be hosting public hearings to address the proposed extension in Bakersfield on Monday, August 14 (at 2:00 and 6:00 pm) and in Stockton on Tuesday, August 15 (at 2:00 and 6:00 pm.). Fliers for both hearings are attached.

#### **CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The extension of the EEDR is consistent with Vision 2025 Action Items related to economic development:

- 206.4 - Develop Incentive Programs for Existing and Recruiting new businesses.
- 207.3 - Review use of incentives used to attract new industrial and retail development at least every three years. Evaluate whether the tools used are generating new development; evaluate whether the value received in new job generation meets or exceeds the value of incentives provided.

#### **FISCAL IMPACT**

The adoption of the Resolution has no fiscal impact on the City's budget. However, if the CPUC extends the EEDR, there will be savings in energy costs for qualifying PG&E customers in the City and throughout the San Joaquin Valley.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, A  
CONFIRMING SUPPORT FOR THE EXTENSION OF PACIFIC GAS AND ELECTRIC  
COMPANY'S ENHANCED ECONOMIC DEVELOPMENT RATE

WHEREAS, Pacific Gas and Electric Company (PG&E) in consultation with local government, developed electric rate options designed to attract employment and new investment in California, or retain existing California employers and investors; and

WHEREAS, PG&E drafted rate options, the Enhanced Economic Development Rate such that customers with new or retained power loads of 200 kilowatts might receive either a 12 percent rate reduction for 5 years in any part of PG&E's service area or a 30 percent rate reduction if the city/county has unemployment rates which are at least 25 percent higher than the state average; and

WHEREAS, the previously adopted Enhanced Economic Development Rate is scheduled to expire on December 31, 2017; and

WHEREAS, the California Public Utilities Commission (CPUC) should approve the extension of the Enhanced Economic Development Rate necessary to continue with business recruitment, retention, and job creation in economically distressed cities and counties.

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

1. The above recitals are true and correct.
2. The City Council confirms its support for PG&E's application for an extended Enhanced Economic Development Rate and urges the California Public Utilities Commission to approve the extension and the following enhancements:
  - a. Increasing the 200 megawatt program cap by another 200 megawatts, for a total of 400 megawatts.
  - b. Including an option to add another 200 megawatts if need arises, through an advice filing to the CPUC.
  - c. Including options for small businesses with power loads less than 200 kilowatts currently not qualified for the Enhanced Economic Development Rate.
  - d. Extending the rate to existing businesses that could benefit and possibly expand but currently do not qualify because they are not looking to move out of state.
  - e. Allowing for agricultural-rate customers to qualify if they are reasonably relocatable.
3. This resolution is effective immediately.

\* \* \* \* \*

# Economic Development Rate

## Fact Sheet



Pacific Gas and Electric Company (PG&E) is dedicated to enhancing the economic vitality of the communities we serve. We recognize that for some large energy-intensive companies, energy can be a significant factor in the cost of doing business and influence a company's location. That is why we developed the unique Economic Development Rate (EDR) to help eligible businesses grow or maintain jobs right here in California.

PG&E's EDR offers eligible businesses the opportunity to lower their costs through a reduced electric rate. This rate is available for eligible customers with high energy loads that are considering locating within California, relocating from California to other states or closing their existing California operations.

**PG&E offers two EDR options for qualified customers.**

Standard	Enhanced
<ul style="list-style-type: none"><li>• 12 percent rate reduction for 5 years</li></ul>	<ul style="list-style-type: none"><li>• 30 percent rate reduction for 5 years</li></ul>
<ul style="list-style-type: none"><li>• Applicable throughout PG&amp;E's service territory, with the exception of the enhanced areas</li></ul>	<ul style="list-style-type: none"><li>• Applicable in cities and counties where the annual unemployment rate is at least 25 percent higher than the state average</li></ul>

### Who is eligible?

- New commercial and industrial customers with loads of at least 200 kilowatts (kW) and who, without the EDR, would not locate within California
- Existing commercial and industrial customers who either add or retain at least 200 kW of load and who, without the EDR, would no longer be able to continue operation in California (either cease operations or relocate outside of California)

### What are the eligibility conditions?

1. Customers must complete and submit the EDR application to PG&E demonstrating the need for the EDR. The Governor's Office of Business and Economic Development will independently validate customer eligibility.
2. Existing customers must sign an affidavit attesting that, absent the EDR (in conjunction with other incentives) they would not have remained in operation in the State of California.
3. PG&E will perform an energy audit of eligible customers' facilities and make recommendations for energy saving opportunities that will further reduce the cost of their operations. EDR customers are strongly encouraged to implement such measures to achieve a five percent energy saving over the life of the EDR, relative to the amounts that they otherwise would have consumed.
4. All current EDR customers will be asked to annually report a list of each job retained or created during the previous calendar year attributable to the EDR program along with the amount of wages and benefits for each job. This information will be aggregated with that of other participants to maintain confidentiality, and included as part of a report to the CPUC.

\*The overall EDR program is limited to a total program cap of 200 MW.

For more information, contact your **PG&E Economic Development Representative** at **1 -800-468-4743** or visit **[pge.com/economicdevelopment](http://pge.com/economicdevelopment)**







# ***The California Public Utilities Commission Wants To Hear From You About Phase II of PG&E's Rate Case***

**Monday, August 14, 2017**

**2 p.m. AND 6 p.m.**

**Bakersfield City Council Chamber  
1600 Truxtun Ave., Bakersfield**

The California Public Utilities Commission (CPUC) is holding a **Public Participation Hearing** in **Bakersfield** to obtain comment from the public on Phase II of PG&E's rate case to determine the cost and rate schedules for each customer class.

***Please bring your comments--and your neighbors--to express your views.***

***What do you think of PG&E's service?***

***What are your thoughts on PG&E's rate case?***

***The CPUC wants to hear from you!***

**For more information about Phase II of PG&E's rate case, please visit:**

**[www.cpuc.ca.gov/PPH](http://www.cpuc.ca.gov/PPH).**

At each Public Participation Hearing, customer service representatives from PG&E will be available to assist individual customers with their accounts.

If you are unable to attend this hearing in person, written comments may be submitted to: CPUC Public Advisor, 505 Van Ness Ave., San Francisco, CA 94102, or via email to [public.advisor@cpuc.ca.gov](mailto:public.advisor@cpuc.ca.gov). Please reference proceeding number A.16-01-013 on any written or email correspondence.

If specialized accommodations are needed to attend, such as non-English language interpreters, please contact the CPUC's Public Advisor's Office at [public.advisor@cpuc.ca.gov](mailto:public.advisor@cpuc.ca.gov), or toll free at 866-849-8390, at least five business days in advance of the hearing.

**[www.cpuc.ca.gov](http://www.cpuc.ca.gov) • [twitter.com/CaliforniaPUC](https://twitter.com/CaliforniaPUC) • [facebook.com/CaliforniaPUC](https://facebook.com/CaliforniaPUC)  
[instagram.com/CaliforniaPUC](https://instagram.com/CaliforniaPUC) • [youtube.com/CaliforniaPUC](https://youtube.com/CaliforniaPUC)**





# ***The California Public Utilities Commission Wants To Hear From You About Phase II of PG&E's Rate Case***

**Tuesday, August 15, 2017**

**2 p.m. AND 6 p.m.**

**Stockton Auditorium  
31 East Channel St., Stockton**

The California Public Utilities Commission (CPUC) is holding a **Public Participation Hearing** in **Stockton** to obtain comment from the public on Phase II of PG&E's rate case to determine the cost and rate schedules for each customer class.

***Please bring your comments--and your neighbors--to express your views.***

***What do you think of PG&E's service?***

***What are your thoughts on PG&E's rate case?***

***The CPUC wants to hear from you!***

**For more information about Phase II of PG&E's rate case, please visit:**

**[www.cpuc.ca.gov/PPH](http://www.cpuc.ca.gov/PPH)**

At each Public Participation Hearing, customer service representatives from PG&E will be available to assist individual customers with their accounts.

If you are unable to attend this hearing in person, written comments may be submitted to: CPUC Public Advisor, 505 Van Ness Ave., San Francisco, CA 94102, or via email to [public.advisor@cpuc.ca.gov](mailto:public.advisor@cpuc.ca.gov). Please reference proceeding number A.16-01-013 on any written or email correspondence.

If specialized accommodations are needed to attend, such as non-English language interpreters, please contact the CPUC's Public Advisor's Office at [public.advisor@cpuc.ca.gov](mailto:public.advisor@cpuc.ca.gov), or toll free at 866-849-8390, at least five business days in advance of the hearing.

**[www.cpuc.ca.gov](http://www.cpuc.ca.gov) • [twitter.com/CaliforniaPUC](https://twitter.com/CaliforniaPUC) • [facebook.com/CaliforniaPUC](https://facebook.com/CaliforniaPUC)  
[instagram.com/CaliforniaPUC](https://instagram.com/CaliforniaPUC) • [youtube.com/CaliforniaPUC](https://youtube.com/CaliforniaPUC)**





## REPORT TO THE CITY COUNCIL

RETURN TO AGENDA

BOARD MEETING OF: August 9, 2017  
AGENDA ITEM NUMBER: 4A

APPROVED BY:

  
Neighborhood Outreach Coordinator

  
Executive Director

**Subject:** 2017 National Night Out Report

**Summary:** The Neighborhood Outreach Coordinator, Saleh Alhomed, will report to the Council on 2017 National Night Out.

### HISTORY/BACKGROUND:

On Tuesday, August 1, 2017, the City of Madera held its Annual National Night Out. National Night Out is an annual event where Americans across the United States celebrate a night against crime. It's an opportunity for community residents to enjoy great time and build community camaraderie with their neighbors, law enforcement, and elected officials. This year, we organized over 50 neighborhoods and block parties, with thousands of Maderans celebrating the evening. Maderans from across the City enjoyed the uplifting spirit of public safety and community pride. This report will cover the coordination, planning, organization, and execution of the event, as well as offer the Council guidance on how we plan to improve our next year's National Night Out experience.

### RECOMMENDATION

This report is merely informational. No action is required.

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

**BOARD MEETING OF:** August 9, 2017  
**AGENDA ITEM NUMBER:** 5A  
**APPROVED BY:**

  
Executive Director

**Subject:** Consideration of a Resolution Approving Agreement with Giersch & Associates, Inc. Civil Engineers for Engineering and Design, Bidding and Construction Management Services Related to the Development of the East Yosemite Lot Project

**Summary:** The Successor Agency will consider a resolution approving an agreement with Giersch & Associates, Inc. for Engineering Design, Bidding and Construction Management Services related to the development of the East Yosemite Lot Project. The amount is not to exceed \$44,850.00

## **HISTORY/BACKGROUND**

The Successor Agency's Long Range Property Management Plan as approved by the Department of Finance list various parcels to be sold for private development. Included in this list are five adjacent parcels located on East Yosemite Avenue. To proceed with the sale of the property staff requested a Planning department preliminary project review of the site to determine what improvements (utilities, storm drain, and street) are required at development. The Agency has received interest on this site but the improvements required to bring this property to a usable commercial state are prohibitive to potential buyers. The site has the potential to provide amenities, growth and incentive to the area if developed.



In order to make the site marketable staff requested statement of qualifications from local engineering firms. Of the three firms that have responded, Giersch and Associates has been

chosen as the firm most qualified to address the design needs of this project. Staff has requested and received from Giersch & Associates a proposal for design, bidding and construction management services for the deficiencies identified by City preliminary project review. The basic compensation specified in the consultant agreement is \$44,850 with an additional \$4,500 of contingencies allowed for extra services if determined by the Project Manager to be necessary.

### **RECOMMENDATION**

Staff recommends the Successor Agency adopt the resolution approving the agreement with Giersch & Associates, Inc. in the amount \$44,850.00.

JET:bw

Attachments:

- Resolution
- Agreement
- Proposal

RESOLUTION NO. SA

A RESOLUTION OF THE CITY OF MADERA AS SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH GIERSCHE & ASSOCIATES, INC. FOR DESIGN, BIDDING AND CONSTRUCTION MANAGEMENT SERVICES FOR THE EAST YOSEMITE LOT PROJECT IN MADERA, CALIFORNIA AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE AGENCY

WHEREAS, the Successor Agency of the Former Madera Redevelopment Agency is in need of design and engineering services related to the East Yosemite Lot Project, hereinafter referred to as the "Project"; and

WHEREAS, Giersch & Associates, Inc. is a firm that is qualified to provide professional engineering services; and

WHEREAS, the Successor Agency of the Former Madera Redevelopment Agency desires to contract with Giersch & Associates, Inc. for such services; and

WHEREAS, the Successor Agency of the Former Madera Redevelopment Agency has prepared an Agreement with Giersch & Associates, Inc. for the design, bidding and construction management services for the East Yosemite Lot Project (the "Agreement") and such Agreement is on file in the office of the Executive Director of the Successor Agency of the Former Madera Redevelopment Agency and referred to for more particulars; and

WHEREAS, the Successor Agency will utilize pre-2011 bond funds for this project, and;

WHEREAS, funds are available for this project and approved in the ROPS 17-18 on line item 75, 82, & 163.

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

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 Giersch & Associates, Inc. for the East Yosemite Lot Project as described above is approved.
3. The Mayor is authorized to execute the Agreement on behalf of the City of Madera as Successor Agency to the Former Madera Redevelopment Agency.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

PASSED AND ADOPTED by the City Council of the City of Madera as Successor Agency to the former Madera Redevelopment Agency this \_\_\_\_ day of \_\_\_\_, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

\_\_\_\_\_  
Andrew Medellin, Mayor

\_\_\_\_\_  
Claudia Mendoza, Recording Secretary

Approved as to Legal Form:

\_\_\_\_\_  
J. Brent Richardson, General Counsel



**AGREEMENT WITH GIERSCHE & ASSOCIATES INC. FOR  
PROFESSIONAL ENGINEERING DESIGN, BIDDING AND  
CONSTRUCTION MANAGEMENT SERVICES FOR EAST YOSEMITE LOT  
DEVELOPMENT PROJECT**

This Agreement made and entered into this 9th day of August, 2017, between the City of Madera, as Successor Agency to the Former Madera Redevelopment Agency, hereinafter called "**AGENCY**", and Giersch & Associates Inc. in Madera, CA, hereinafter called "**CONSULTANT**".

**WITNESSETH**

**WHEREAS**, AGENCY plans to develop several parcels of land on the East Yosemite corridor, City of Madera as listed in the Preliminary Project Review completed by the City of Madera, hereinafter called "Project"; and

**WHEREAS**, AGENCY needs the services of a professional engineering firm to provide professional engineering design, bidding and construction management services for the project; and

**WHEREAS**, CONSULTANT is qualified and certified to provide the required professional engineering services and is knowledgeable of the principals and practices of the industry associated with civil engineering requirements; and

**WHEREAS**, AGENCY desires to hire CONSULTANT for such professional engineering design and bidding services.

**NOW THEREFORE:**

The parties hereto mutually agree as follows:

**1. SERVICES OF CONSULTANT:**

AGENCY hereby hires CONSULTANT to provide professional engineering design, bidding and construction management services as set forth herein in connection with the Project. Said work to be performed pursuant to this agreement is more particularly described in the Scope of Work.

**2. SCOPE OF WORK:**

CONSULTANT shall provide the professional engineering design services as set forth in EXHIBIT A, "Intersection of Yosemite Ave. (SH-145) and Elm St." dated June 11, 2017, attached hereto and incorporated herein by reference.

CONSULTANT accepts full responsibility for the scope of services provided by sub-consultants necessary for delivery of the project. CONSULTANT shall comply with applicable City of Madera design standards and requirements as directed by the AGENCY and applicable State and Federal requirements.

### **3. PROGRESS MEETINGS:**

CONSULTANT shall communicate and meet with AGENCY staff at project progress meetings at intervals mutually agreed to between AGENCY and CONSULTANT to verify, refine and complete the project requirements and review the progress of the project.

### **4. AGENCY'S OBLIGATIONS**

The AGENCY shall provide the consultant with the following:

- a. Provide a Project Manager to work with CONSULTANT;
- b. Review all submittals timely;
- c. Pay all fees for permits;

### **5. COMPENSATION**

The basic fee based on the estimated hours of work shown in EXHIBIT A attached hereto and incorporated herein by reference, for the work tasks itemized in the Scope of Work is \$44,850.00.

AGENCY and Consultant agree on the rates shown in EXHIBIT A. It is understood and agreed by both parties that all expenses incidental to Consultant's performance of services, including travel expenses, are included in the basic fee shown in EXHIBIT A.

### **6. PAYMENT:**

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of CONSULTANT'S monthly invoices for the work performed specified herein. CONSULTANT'S invoice shall specify the billed hours and hourly rates for each employee classification. The sub-consultants work shall be included on CONSULTANT 'S invoice with a copy of the sub-consultant's invoice attached. A report on summary of costs to date for each component of the work shall

accompany the invoice. This summary shall also estimate the percentage of the work completed for each component and the balance remaining in each component.

#### **7. EXTRA SERVICES:**

AGENCY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Scope of Services or for such services as may be specifically requested by AGENCY through the Project Manager in writing and agreed to by CONSULTANT for an agreed-to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the Budget, provided, however, the Project Manager's authority is limited to expenditures not to exceed the amount of four thousand five hundred dollars (\$4,500).

#### **8. AUDITS AND INSPECTIONS ACCESS:**

CONSULTANT shall, upon reasonable notice and at any time during regular business hours, and as often as AGENCY may deem necessary, make available to the AGENCY or its authorized representative for examination, all of its books, records and data with respect to matters covered by this Agreement. CONSULTANT shall permit AGENCY to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement.

#### **9. LIABILITY INSURANCE:**

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

##### **A. Minimum Scope and Limits of Insurance**

Consultant shall maintain limits no less than:

- \$2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. ***Coverage shall be at least as broad as Insurance Services***

***Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.***

- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid

B. Maintenance of Coverage

Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

C. Proof of Insurance

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

D. Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

E. Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its sub-consultants or subcontractors.

F. Enforcement of Contract Provisions (non estoppel)

Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

G. Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not



intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

H. Notice of Cancellation

Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

I. Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

J. Timely Notice of Claims

Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

K. Additional Insurance

Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

**10. OWNERSHIP OF DOCUMENTS:**

All original papers, documents, reports, drawings and other work product of CONSULTANT are instruments of service. All reports and legal documents shall include the professional's registration number and be stamped, signed and dated. All instruments of service shall, upon payment in full to CONSULTANT, become the property of the AGENCY whether the project for which they are prepared is executed or not. CONSULTANT shall be permitted to retain copies, including reproducible copies, of the

instruments of service for information and reference. The instruments of service shall not be used by the CONSULTANT on other projects, except by agreement in writing by the AGENCY. In the event the AGENCY reuses such instruments of service, CONSULTANT shall be released and held harmless by the AGENCY from any and all liability, including legal costs and attorneys' fees, with respect to the reuse of such instruments of service.

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

#### **11. TIME OF COMPLETION:**

A. Based on an agreed upon Notice to Proceed date, CONSULTANT shall complete the work within 270 days, "Project Timeline":

B. CONSULTANT shall not be held responsible for delays caused by AGENCY review or by reasons beyond CONSULTANT'S control. Also CONSULTANT shall not stop his work, including work unrelated to any extra services request, unless it can be shown that the project work cannot proceed while a claim or request for extra services is being evaluated.

C. Time is of the essence in the completion of the services covered by this Agreement. Failure of CONSULTANT to comply with the above time schedule by more than fourteen (14) calendar days, unless the delay is not attributable to CONSULTANT or is attributable to AGENCY, is sufficient cause to terminate this Agreement, at the option of AGENCY, in accordance with Section 13.

D. CONSULTANT shall complete all services required under this Agreement and this Agreement shall expire on an agreed upon date for each individual project, unless extended by mutual agreement.

#### **12. TERMINATION OF AGREEMENT:**

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, CONSULTANT shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which

are authorized by the AGENCY representative to wind up the work performed to date of termination.

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

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

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

### **13. APPROVAL:**

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

### **14. INDEMNIFICATION:**

Indemnity for Professional Liability: When the law establishes a professional standard of care for Engineer's Services, to the fullest extent permitted by law, Engineer shall indemnify, protect, defend, and hold harmless Agency and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Engineer is responsible for such damages, liabilities and costs on a comparative basis of fault between

the Engineer and the Agency in the performance of professional services under this agreement. Engineer shall not be obligated to defend or indemnify Agency for the Agency's own negligence or for the negligence of others.

Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Engineer shall indemnify, defend, and hold harmless Agency, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Engineer or by any individual or Agency for which Engineer is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Engineer.

**15. RESPONSIBILITY FOR OTHERS:**

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

**16. PROFESSIONAL RESPONSIBILITY:**

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

**17. PARTIES BOUND BY AGREEMENT:**

This Agreement shall be binding upon AGENCY, CONSULTANT, and their successors in interest, legal representatives, executors, administrators and assigns with



respect to all covenants as set forth herein. CONSULTANT shall not subcontract, assign, or transfer any of the work except as otherwise provided for in this agreement.

**18. COMPLETE AGREEMENT OF PARTIES:**

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

**19. ASSIGNMENT WITH APPROVAL:**

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

**20. INDEPENDENT CONTRACTOR:**

In performance of the work, duties and obligations assumed by CONSULTANT under this Agreement, it is mutually understood and agreed that CONSULTANT, including any and all of CONSULTANT'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 CONSULTANT shall perform its work and function. However, AGENCY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions hereof. CONSULTANT 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, CONSULTANT shall have absolutely no right to employment rights and benefits available to AGENCY employees. CONSULTANT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee to others unrelated to AGENCY or to this Agreement.

**21. GOVERNING LAW:**

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

**22. AMENDMENTS:**

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

**23. COMPLIANCE WITH LAWS AND WAGE RATES:**

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

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

**24. CONSULTANT 'S LEGAL AUTHORITY:**

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

upon such corporation; and (iii) that CONSULTANT is a duly organized and legally existing corporation in good standing in the State of California.

**25. NOTICES:**

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

**CITY OF MADERA AS SUCCESSOR  
AGENCY TO THE FORMER  
MADERA REDEVELOPMENT AGENCY**  
428 East Yosemite Ave.  
Madera, CA 93638

**CONSULTANT**  
Giersch & Associates Inc.  
421 North "I" Street  
Madera, CA 93637

**26. SOLE AGREEMENT:**

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

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

\* \* \* \* \*



**GIERSCH & ASSOCIATES, INC.**

**CIVIL ENGINEERS**

421 NO. I STREET • MADERA, CALIFORNIA 93637-3099

(559) 673-5981 • (559) 233-4091

FAX (559) 675-3544

E-mail: office@gai-online.com

July 11, 2017

Bob Wilson, Redevelopment Manager  
City of Madera Successor Agency  
428 E. Yosemite Ave.  
Madera, CA 93638

SUBJECT: Intersection of Yosemite Ave. (SH-145) and Elm St.  
Proposal for Design, Bid Support and Construction Management Services

Dear Mr. Wilson:

Giersch and Associates, Inc. (G&A) is pleased to offer this proposal to provide design engineering, bidding and construction management services to the Madera Successor Agency for the preparation of plans and specifications for the Agency's parcel located on the west corner of the intersection of Yosemite Ave. (SH-145) and Elm St.

We understand that the Agency wishes to install off-site improvements (i.e., curb, gutter and sidewalk) and to underground the overhead utility lines for this parcel in an effort to make it marketable. The Agency also desires that access to this parcel be provided to by means of a driveway at the Yosemite Ave./Elm St. intersection. A traffic signal is currently under design at this intersection, and the Agency wishes to coordinate with Caltrans such that the future driveway can be constructed in such a manner so that there is minimal impact to any traffic signal poles and other improvements at the time the driveway is constructed.

We propose to offer the following services:

- Provide topographic surveying services sufficient for design purposes
- Provide civil engineering design. Because construction of the traffic signal is expected to begin soon, the geometric design of the driveway needs to be established in a prompt manner so that a change order to the design of the traffic signal can be coordinated with Caltrans.
- Verify the drainage criteria used in the storm drain master plan as it relates to conveyance from this site to the Elm Street basin.
- Coordinate with utility companies and agencies for potential impacts to water, electricity, gas, telephone, and cable TV facilities. An application to PG&E to underground the overhead utilities will be prepared, together with any relevant supporting plans/documents.
- Prepare construction documents including Plans, Specifications, and Engineer's Estimate. Because the parcel fronts along State Highway 145, it will be necessary to apply for and secure an Encroachment Permit prior to construction of the improvements. Part of the Encroachment Permit process will entail getting final approval for access to the parcel at the intersection.



- Answer bidder's questions, prepare addenda if necessary and attend pre-construction meeting.
- Review contractor's submittals, visit construction site periodically, coordinate progress payments to contractor and transfer contractor's as-built drawing notes into the electronic file.

## SCOPE OF SERVICES, FEES AND COMPENSATION

G&A proposes to provide these services in accordance with the rate schedule of unit prices on Attachment A. The total design service cost shall not exceed the estimated amount of \$44,850.00. Below is listed our breakdown of the work. Note that line item fees are for illustrative purposes. Proposal is based on the total of all phases.

<u>Item</u>	<u>Description</u>	<u>Fee</u>
1.	Topographic and Design Surveys	\$ 9,500
2.	Preliminary Design/Preparation of Plans related to Change Order	9,300
3.	Application to and coordination with PG&E for Undergrounding O/H utilities	
	Application to and coordination with Caltrans for Encroachment Permit	
	Final Design	15,050
4.	Bid Support and Pre-Construction Meeting	1,000
5.	Construction Phase Services	<u>10,000</u>

### **TOTAL ENGINEERING SERVICES**

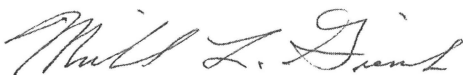
**\$ 44,850**

Surveying and drafting services will be provided by our sub-consultant, Bedrock Engineering.

Please be advised that we have incorporated a safety factor into our costs as a result of the coordination with Caltrans that will be necessitated. Based on the early discussions that we've had, we understand that Caltrans has expressed a reluctance for the driveway on the fourth leg of the signalized intersection at Yosemite Ave./Elm St. Yet it does appear that there is really no other viable alternative to provide access to this parcel, so we do anticipate that there will likely be extensive dialogue with Caltrans during the course of this project.

We appreciate the opportunity to offer this proposal for professional engineering services. If you have any questions or need additional information, please call Kenneth Hutchings at our office at telephone (559) 673-5981 extension 20, or by e-mail at [kenneth.hutchings@gai-online.com](mailto:kenneth.hutchings@gai-online.com).

Sincerely,



Michael L. Giersch, P.E.  
Giersch & Associates, Inc.

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

BOARD MEETING OF: August 9, 2017  
AGENDA ITEM NUMBER: 6A  
APPROVED BY:

  
Executive Director

**Subject: Consideration of a Resolution Approving Agreement with Bedrock Engineering for Land Surveying Services Related to the Development of the Malone Street Residential Project**

**Summary: The Successor Housing Agency will consider a resolution approving an agreement with Bedrock Engineering for land surveying services related to the development of the Malone Street residential project. The amount is not to exceed \$6,000.00**

## **HISTORY/BACKGROUND**

To eliminate blight and foster the development of affordable housing the Successor Housing Agency acquired four parcels on Malone Street, Madera Ca. The site composed of irregular size parcels and housing several dilapidated structures has been cleared. An application for a lot split and parcel map was submitted to City Planning to convert the four lots to five. Bedrock Engineering was hired to prepare a tentative parcel map to fulfill application requirements. The tentative map has been approved by all parties. Leaving the final step preparation of the final map.

Due to their knowledge and involvement in the project Bedrock Engineering was asked to submit a proposal to provide land surveying services as required to prepare the final map. The scope of work will include; Boundary survey; locate property corner monuments and perform topographic survey sufficient to prepare the final parcel map. Setting property corner monuments. And preparation of the final parcel map. The basic compensation specified in the consultant agreement is \$6,000.00.

## **RECOMMENDATION**

Staff recommends the Successor Housing Agency adopt the resolution approving the agreement with Bedrock Engineering in the amount not to exceed \$6,000.00.

JET:bw

Attachments:

- Resolution
- Agreement
- Proposal

RESOLUTION NO. SHA

A RESOLUTION OF THE CITY OF MADERA AS SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH BEDROCK ENGINEERING FOR LAND SURVEYING SERVICES FOR THE MALONE STREET RESIDENTIAL PROJECT IN MADERA, CALIFORNIA AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE AGENCY

WHEREAS, the Successor Housing Agency of the Former Madera Redevelopment Agency is in need of land surveying services related to the Malone Street Residential Project, hereinafter referred to as the "Project"; and

WHEREAS, Bedrock Engineering 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 Bedrock Engineering for such services; and

WHEREAS, the Successor Housing Agency of the Former Madera Redevelopment Agency has prepared an Agreement with Bedrock Engineering for the land surveying services for the Malone Street Residential 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; and

WHEREAS, the Successor Housing Agency will utilize pre-2011 bond funds for this project, and;

WHEREAS, funds are available for this project and approved in the ROPS 17-18 on line item 160.

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 Land Surveying Services with Bedrock Engineering for the Malone Street Residential 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.

\* \* \* \* \*

# **AGREEMENT WITH BEDROCK ENGINEERING FOR LAND SURVEYING SERVICES FOR MALONE STREET RESIDENTIAL PROJECT**

This Agreement made and entered into this 9th day of August, 2017, between the City of Madera, as Successor Housing Agency to the Former Madera Redevelopment Agency, hereinafter called "**AGENCY**", and Bedrock Engineering in Madera, CA, hereinafter called "**CONSULTANT**".

## **WITNESSETH**

**WHEREAS**, AGENCY wishes to create a final parcel map with five (5) residential lots on Malone Street, Madera hereinafter called "Project"; and

**WHEREAS**, AGENCY needs the services of a professional engineering firm to provide land surveying services for the project; and

**WHEREAS**, CONSULTANT is qualified and certified to provide the required professional engineering services and is knowledgeable of the principals and practices of the industry associated with land surveying and civil engineering requirements; and

**WHEREAS**, AGENCY desires to hire CONSULTANT for such professional services.

### **NOW THEREFORE:**

The parties hereto mutually agree as follows:

#### **1. SERVICES OF CONSULTANT:**

AGENCY hereby hires CONSULTANT to provide land surveying services as set forth herein in connection with the Project. Said work to be performed pursuant to this agreement is more particularly described in the Scope of Work.

#### **2. SCOPE OF WORK:**

CONSULTANT shall provide the land surveying services as set forth in EXHIBIT A, "Cost Proposal to Provide Land Surveying Services" dated July 10, 2017, attached hereto and incorporated herein by reference.

CONSULTANT accepts full responsibility for the scope of services provided by sub-consultants necessary for delivery of the project. CONSULTANT shall comply with



applicable City of Madera design standards and requirements as directed by the AGENCY and applicable State and Federal requirements.

**3. PROGRESS MEETINGS:**

CONSULTANT shall communicate and meet with AGENCY staff at project progress meetings at intervals mutually agreed to between AGENCY and CONSULTANT to verify, refine and complete the project requirements and review the progress of the project.

**4. AGENCY'S OBLIGATIONS**

The AGENCY shall provide the consultant with the following:

- a. Provide a Project Manager to work with CONSULTANT;
- b. Review all submittals timely;
- c. Pay all fees for permits;

**5. COMPENSATION**

The basic fee based on the estimated hours of work shown in EXHIBIT A attached hereto and incorporated herein by reference, for the work tasks itemized in the Scope of Work is \$6,000.00.

AGENCY and Consultant agree on the rates shown in EXHIBIT A. It is understood and agreed by both parties that all expenses incidental to Consultant's performance of services, including travel expenses, are included in the basic fee shown in EXHIBIT A.

**6. PAYMENT:**

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of CONSULTANT'S monthly invoices for the work performed specified herein. CONSULTANT'S invoice shall specify the billed hours and hourly rates for each employee classification. The sub-consultants work shall be included on CONSULTANT 'S invoice with a copy of the sub-consultant's invoice attached. A report on summary of costs to date for each component of the work shall accompany the invoice. This summary shall also estimate the percentage of the work completed for each component and the balance remaining in each component.

**7. EXTRA SERVICES:**

AGENCY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Scope of Services or for such services as may be specifically requested by AGENCY through the Project Manager in writing and agreed to by CONSULTANT for an agreed-to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the Budget, provided, however, the Project Manager's authority is limited to expenditures not to exceed the amount of nine hundred dollars (\$900).

#### **8. AUDITS AND INSPECTIONS ACCESS:**

CONSULTANT shall, upon reasonable notice and at any time during regular business hours, and as often as AGENCY may deem necessary, make available to the AGENCY or its authorized representative for examination, all of its books, records and data with respect to matters covered by this Agreement. CONSULTANT shall permit AGENCY to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement.

#### **9. LIABILITY INSURANCE:**

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

##### **A. Minimum Scope and Limits of Insurance**

Consultant shall maintain limits no less than:

- **\$1,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. ***Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.***

- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid

B. Maintenance of Coverage

Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

C. Proof of Insurance

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term

of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

D. Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

E. Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its sub-consultants or subcontractors.

F. Enforcement of Contract Provisions (non estoppel)

Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

G. Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

H. Notice of Cancellation

Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

I. Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

J. Timely Notice of Claims

Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

K. Additional Insurance

Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

**10. OWNERSHIP OF DOCUMENTS:**

All original papers, documents, reports, drawings and other work product of CONSULTANT are instruments of service. All reports and legal documents shall include the professional's registration number and be stamped, signed and dated. All instruments of service shall, upon payment in full to CONSULTANT, become the property of the AGENCY whether the project for which they are prepared is executed or not. CONSULTANT shall be permitted to retain copies, including reproducible copies, of the instruments of service for information and reference. The instruments of service shall not be used by the CONSULTANT on other projects, except by agreement in writing by the AGENCY. In the event the AGENCY reuses such instruments of service, CONSULTANT shall be released and held harmless by the AGENCY from any and all liability, including legal costs and attorneys' fees, with respect to the reuse of such instruments of service.



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

**11. TIME OF COMPLETION:**

A. Based on an agreed upon Notice to Proceed date, CONSULTANT shall complete the work within 90 days, "Project Timeline":

B. CONSULTANT shall not be held responsible for delays caused by AGENCY review or by reasons beyond CONSULTANT'S control. Also CONSULTANT shall not stop his work, including work unrelated to any extra services request, unless it can be shown that the project work cannot proceed while a claim or request for extra services is being evaluated.

C. Time is of the essence in the completion of the services covered by this Agreement. Failure of CONSULTANT to comply with the above time schedule by more than fourteen (14) calendar days, unless the delay is not attributable to CONSULTANT or is attributable to AGENCY, is sufficient cause to terminate this Agreement, at the option of AGENCY, in accordance with Section 13.

D. CONSULTANT shall complete all services required under this Agreement and this Agreement shall expire on an agreed upon date for each individual project, unless extended by mutual agreement.

**12. TERMINATION OF AGREEMENT:**

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, CONSULTANT shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized by the AGENCY representative to wind up the work performed to date of termination.

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

1. An illegal use of funds by CONSULTANT;

2. A failure by CONSULTANT to comply with any material term of this Agreement;

3. A substantially incorrect or incomplete report submitted by CONSULTANT to AGENCY.

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

**13. APPROVAL:**

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

**14. INDEMNIFICATION:**

***Indemnity for Professional Liability:*** When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless Agency and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants) are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the Agency in the performance of professional services under this agreement. Consultant shall not be obligated to defend or indemnify Agency for the Agency's own negligence or for the negligence of others.

***Indemnity for Other Than Professional Liability:*** Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless Agency, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or Agency for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Consultant.

**15. RESPONSIBILITY FOR OTHERS:**

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

**16. PROFESSIONAL RESPONSIBILITY:**

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

**17. PARTIES BOUND BY AGREEMENT:**

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

**18. COMPLETE AGREEMENT OF PARTIES:**

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

**19. ASSIGNMENT WITH APPROVAL:**

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

**20. INDEPENDENT CONTRACTOR:**

In performance of the work, duties and obligations assumed by CONSULTANT under this Agreement, it is mutually understood and agreed that CONSULTANT, including any and all of CONSULTANT'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 CONSULTANT shall perform its work and function. However, AGENCY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions hereof. CONSULTANT 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, CONSULTANT shall have absolutely no right to employment rights and benefits available to AGENCY employees. CONSULTANT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee to others unrelated to AGENCY or to this Agreement.

**21. GOVERNING LAW:**

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

**22. AMENDMENTS:**

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

**23. COMPLIANCE WITH LAWS AND WAGE RATES:**

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

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

**24. CONSULTANT 'S LEGAL AUTHORITY:**

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

**25. NOTICES:**



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

**CITY OF MADERA AS SUCCESSOR  
AGENCY TO THE FORMER  
MADERA REDEVELOPMENT AGENCY**  
428 East Yosemite Ave.  
Madera, CA 93638

**CONSULTANT**  
Bedrock Engineering  
P.O. Box 25783  
Fresno, CA 93729

**26. SOLE AGREEMENT:**

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

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

\* \* \* \* \*



Physical: 36961 Avenue 12, Madera, CA 93636  
Mailing: P.O. Box 25783, Fresno, CA 93729  
559.645.4849 fax: 559.645.4869  
www.bedrockeng.com

July 11, 2017

BRE Project #17-4228

Bob Wilson  
Redevelopment Agency for City of Madera  
428 E. Yosemite Avenue  
Madera, CA 93638

Via Email: bwilson@cityofmadera.com

Re: Proposal to prepare final parcel map for: 008-052-035, 036, 037 and 038 (Madera County)

Dear Mr. Wilson:

Thank you for the opportunity to provide a proposal for land surveying services on the above referenced project. Attached are our proposed scope of services and an itemization of our proposed fee. I have also included our hourly fee schedule in case additional services are requested. Please review Exhibits "A" and "B", sign below and initial on pages two and three, then return a copy of these three pages to Bedrock Engineering. This acknowledgement will serve as our notice to proceed.

We are enthusiastic about the opportunity to provide services for this project, and we look forward to a favorable response to our proposal. If you have any questions or concerns, or if you need any additional information, please contact me.

Best Regards,

Michael S. Hartley, PLS 7077  
President, Bedrock Engineering, Inc.  
Email: mike@bedrockeng.com

Authorization to proceed given by:

---

Signature

Print Name

Date

PAYMENT TERMS

Payments for invoices are due and payable upon receipt. If payment is not received within thirty (30) days, we will consider such default a material breach of this contract and, upon written notice, the duties, obligations and responsibilities under this contract may be suspended or terminated at our sole option. Furthermore, we have the right to complete all services agreed to be rendered pursuant to this contract. This contract may be terminated by either party, upon ten (10) days prior written notice. In the event this contract is terminated before the completion of all services, unless we are responsible for such early termination, you will be responsible to pay only for the services rendered or completed and that any such termination shall automatically release us from any liability for any work performed.

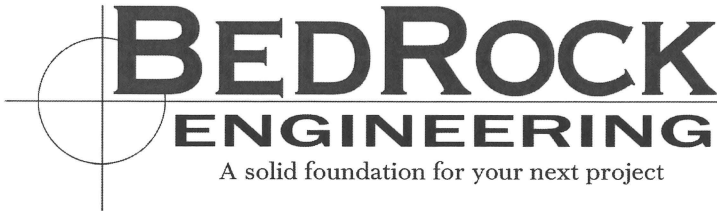
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Michael S. Hartley, PLS • President

Peter Mayne, PLS • Vice President

David O. Hartley, RCE • CFO

Dedicated to serving the Central Valley's land surveying and civil engineering needs



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www.bedrockeng.com

July 10, 2017

BRE Project #17-4228

## EXHIBIT "A"

### **COST PROPOSAL TO PROVIDE LAND SURVEYING SERVICES: Prepare Final Parcel Map for the division of: APN 008-052-035, 036, 037 and 038 (Madera County)**

#### **FIELD SURVEYING**

Boundary survey; locate property corner monuments and perform topographic survey sufficient to prepare Parcel Map. Set property corner monuments for Parcel Map.	\$3,000.00
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#### **LICENSED LAND SURVEYOR**

Research; project coordination with client, County of Madera and Bedrock staff; calculations for boundary.	\$1,500.00
Prepare Final Parcel Map.	\$1,500.00

#### **EXPENSES**

Blueprints / Postage / Plotting	Included
Mileage / Surveying Supplies	<u>included</u>

<b>TOTAL</b>	<b>\$6,000.00</b>
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#### **OPTIONAL WORK**

Prepare document(s) for road right-of-way dedication(s) (if necessary)	\$500.00 per document
------------------------------------------------------------------------	-----------------------

#### Notes:

- 1) This proposal does not include any City of Madera fees or Fish and Game fees.
- 2) This proposal does not include the cost of a title report and/or subdivision guarantee.
- 3) Any task not specifically stated above may be considered extra work.
- 4) Except as noted, this proposal does not include specific costs to satisfy or comply with conditions of approval that may be imposed by City of Madera Planning, Building, Engineering, Fire, or Health Departments.

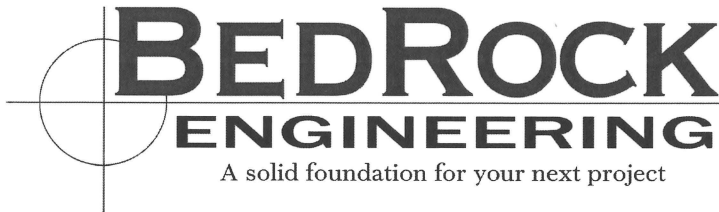
\_\_\_\_\_  
Initials

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July 10, 2017

BRE Project #17-4228

## EXHIBIT "B"

### FEE SCHEDULE FOR LAND SURVEYING AND CIVIL ENGINEERING SERVICES

#### EMPLOYEE CLASSIFICATION

#### HOURLY RATE

Principal Civil Engineer / Principal Land Surveyor	\$140.00
Registered Civil Engineer / Professional Land Surveyor	\$125.00
Engineering / Land Surveying Technician	\$95.00
Administrative Assistant / Clerical	\$60.00
Principal Expert Witness Testimony	\$300.00

#### FIELD CREW (normal rate and non-prevailing wage)

#### HOURLY RATE

One-person crew with robotic total station	\$135.00
One-person crew with GPS equipment	\$155.00
One-person crew with GPR and electromagnetic pipe & cable locator	\$135.00
One-person crew with Riegl Z390i laser scanner	\$260.00
Each additional crew member	\$80.00
Mobilization fee (per trip; based on project location)	TBD

#### EXPENSES

#### RATE

Plotting and reproduction services	Direct cost + 15%
Transportation	\$0.75 per mile
Lodging and meals	Direct cost + 15%
Postage	Direct cost + 15%
Subconsultants	Direct cost + 10%

Rates are effective April 1, 2016 and are subject to periodic revision.

#### Note:

Extra work, if required, will be completed on a separately negotiated lump sum basis or on a "time and materials" basis according to the this fee schedule (Exhibit "B"). Please note that no extra work is currently anticipated. This note is included in order to satisfy the California Department of Consumer Affairs' contract requirements for professional engineers and land surveyors. No extra work will be performed without written authorization from the client.

\_\_\_\_\_  
Initials

Michael S. Hartley, PLS • President

Peter Mayne, PLS • Vice President

David O. Hartley, RCE • CFO

Dedicated to serving the Central Valley's land surveying and civil engineering needs

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

BOARD MEETING OF: August 9, 2017

AGENDA ITEM NUMBER: 6B

APPROVED BY:

  
Executive Director

**Subject:** Update on Housing Activities

**Summary:** The Agency Board will be provided with an update on the activities of the Successor Housing Agency.

### **HISTORY/BACKGROUND**

The Successor Housing Agency has been working on a number of housing projects over the past several years. Seventeen (17) infill lots have been sold and new homes have been constructed. There are four (4) homes on Stinson that are still under construction. Exhibit A provides a summary of the status of our subdivision activity.

Historically, it has been the policy of the Agency to sell residential lots for \$10,000.00. In exchange for selling the lots for below fair market value the Agency would establish the sales price of the home, income level of the buyers and coordinate the execution of affordability covenants

Over the past several years increases in construction costs and sales prices has made it increasingly difficult to find buyers who qualify for the affordability covenant. Most buyers meet the income requirements, however, there is also a requirement that only 30% of their income be spent on housing. This last requirement has proven to be problematic so we now require them to execute ownership covenants.

### **SITUATION**

Due to irregular lot sizes at Riverwalk and Riverside Villas subdivisions, the Agency contracted with Ubaldo Garcia Hernandez to design five (5) different plans that could be constructed on the lots. A number of amenities have been added which weren't previously required in Agency-sponsored housing. These are more fully described in Exhibit B. This will result in a significant increase in our standards.

### **Builder Selection**

To date, thirteen (13) builders have expressed interest in participating in the construction of the homes. Only two (2) are past participants in our housing programs. A meeting was held on July 27, 2017 to outline insurance, bonding and other requirements of



the program. To participate they will be required to submit certain documents by August 11, 2017. A lottery for the right to acquire the first 4-6 lots will be held the following week. Four (4) of the lots will be sold at the meeting of September 13, 2017.

**RECOMMENDATION**

Information only. No action is required.

Attachment:

- Summary of Subdivision Activity (Exhibit A)
- Scope of Development (Exhibit B)

## EXHIBIT A

### Riverside

**8/9/2017 9 Lots ready to sell**

7/10/2017 PG&E - Gas drawings are done, electric drawings are 2 weeks away

7/24/2017 PG&E estimate drawings done

8/9/2017 PG&E contracts to board

Construction 7 weeks out after contracts have been signed

9/27/2017 Est Construction Start

**11/8/2017 13 Lots Ready to sell**

### Riverwalk

8/2/2017 City completes review of subdivision map

BCF make any changes as needed.

Planning approves map

7/27/2017 signed by BCF and owners

9/6/2017 goto council accept subdivision improvements and record map  
form an LMD

9/20/2017 Application to PG&E

11/8/2017 PG&E contracts to board

**2/14/2017 12 lots ready to sell**

### Malone

8/9/2017 Bedrock contract for final map

9/8/2017 Map from Bedrock to City

10/8/2017 City map back to Bedrock with conditions

10/23/2017 map signed by Bedrock and owners

11/1/2017 goto council accept subdivision improvements and record map

11/15/2017 Application to PG&E

1/10/2018 PG&E contracts to board

**4/10/2018 5 lots ready to sell**

### Lilly / Adelaide

10/28/2015 728 Lilly purchase

12/20/2016 Demo & asbestos abatement 728 Lilly

7/13/2016 Enter agreement with Blair Church & Flynn for Subdivision Engineering and Design

8/22/2016 702 & 706 Lilly purchase

10/4/2016 Asbestos abatement

1/15/2017 Demo 702 & 706 Lilly

## EXHIBIT B

### SCOPE OF DEVELOPMENT

#### Site Development

The area of the Site includes (1) one lot which is \_\_\_\_\_ square feet. The Site at the time of conveyance will be (1) one vacant subdivision lot. Development of the Site y Developer shall include construction of (1) one single family residence, and shall include grading, construction, and all off-site improvements required by the City as a condition of issuing a building permit for the Site which is located in , Madera, California, also known as property address, in the City of Madera. Developer shall be required to install underground facilities to serve the Site with water, sewer and flood drainage as well as gas and electric utilities and landscaping of public right-of-way in accordance with any building permit requirements.

#### Construction of Single Family Dwelling

The Developer shall construct, market, and sell to a qualified buyer, (1) one single family home in accordance with the floor plans and elevation designs provided by the Successor Housing Agency.

The houses shall include, at no additional cost the following standard amenities package as follows:

#### Standard Amenities

- Front Yard Landscaping with Automatic irrigation system per approved landscape and irrigation plans.
- Fenced Rear Yard per City of Madera Standards and Approved Plot Plan.
- Granite Counter Tops with 4" back splash in kitchen, bathroom and laundry room.
- 52-inch Ceiling Fans with light fixture kits in all bedrooms and living room.
- Automatic Garage Door Opener with remote control.
- Stainless Steel Appliances, including; Gas Range, Microwave/Hood and Dish Washer.
- Garbage Disposal at kitchen sink.
- Ceramic Tile Floors in Living Room, Kitchen, Restrooms, Laundry Room, Hallways and Entry.
- Stain Resistant Carpet or Wood Veneer Floors in Bedrooms.
- Exterior Rated Fiberglass or Wood Front Door.
- Exterior Rated Fiberglass or Wood French Door at Patio.

- Lifetime Composition Roofing or/ Concrete Tile Roofing per approved plans.
- Stainless Steel Kitchen & Laundry Room Sinks with pull-out faucet.
- Low VOC Semi-Gloss Interior Paint in Kitchen, Laundry Room, Bathrooms & Garage.
- Low VOC Semi-Gloss Interior Paint on all interior doors, baseboards and trim.
- Low VOC Egg-Shell Interior Paint in Bedrooms, Hallways, Living Room, Dining Room, Entry and Closets.
- Finished Garage with 5/8" Type 'X' Gypsum board, Taped, Textured, Sealed & Painted with Semi-Gloss Interior Paint.
- Building Exterior Materials & Embellishments per approved plans.

### **Quality of Construction**

The quality of the construction shall be the average standard of the industry or better. Specifications for all materials, attachments, and/or appurtenances shall reflect no less than minimum FHA requirements and shall be of good quality and designed for maximum durability without the need for extraordinary maintenance. All structures shall be level, plumb, and true. Construction shall be by skilled tradespeople and technicians to insure a high degree of workmanship.

All finish carpentry shall be completed professionally with well fitted joints and mitered where appropriate.

The landscaping of the front yard shall be consistent with the construction documents.

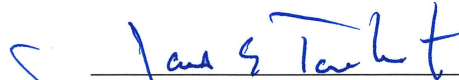
The City shall, from time to time and without announcement, make inspections of the materials, workmanship, and adherence with the floor plan and elevation design, and shall have the right to disapprove said materials, workmanship and construction when, in the judgment of the inspector, materials and workmanship are not to a reasonably high level of quality or the design is not in compliance with this agreement. Particular emphasis will be placed upon all finished surfaces including, but not limited to, painting, floor coverings, counters, appliance installations, exterior stucco, and concrete finishes.

Should disapproval occur, the Developer shall be required to replace the inferior material or re-do unprofessional or unapproved work as may be directed by the City. The issue of quality shall not be a negotiable item, and the acceptance of the finished product will be totally at the discretion of the City.

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

**BOARD MEETING OF:** August 9, 2017  
**AGENDA ITEM NUMBER:** 6C

**APPROVED BY:**

  
\_\_\_\_\_  
Executive Director

**Subject:** Consideration of a Resolution Approving an Agreement between Pacific Gas & Electric, and the Successor Housing Agency to the former Madera Redevelopment Agency Related to the Installation of Gas, Electric, Phone, and CATV Facilities for the Riverside Villas Subdivision Project

**Summary:** The Successor Housing Agency will consider a resolution approving an agreement with Pacific Gas & Electric in an amount not to exceed \$99,621.49.

### **HISTORY/BACKGROUND**

The Riverside Villas Subdivision was purchased prior to dissolution. The project required correcting issues with the storm drainage system. Work on the storm system was completed and accepted at the Agency's December 14, 2016 meeting. This work included the filling of the storm pond which resulted in the creation of a new parcel and movement of existing parcel lines.

### **SITUATION**

At this time, the subdivision requires relocation of items in the joint trench. The joint trench houses the gas, electric, phone, cable TV for the residential lots. California Pacific Gas & Electric has submitted a agreement for installation of the subdivision work for the joint trench. This action is included in the approved ROPS line item 38 and 161.

### **RECOMMENDATION**

Staff recommends the Successor Housing Agency adopt the resolution approving the Agreement with Pacific Gas & Electric in an amount not to exceed \$99,621.49.

JET:bw

Attachments:

- Resolution (Housing Agency)
- PGE Contract Exhibit



RESOLUTION NO. SHA

A RESOLUTION OF THE CITY OF MADERA AS SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH PACIFIC GAS & ELECTRIC FOR SERVICES RELATED TO THE INSTALLATION OF GAS, ELECTRIC, PHONE, AND CATV FACILITIES FOR THE RIVERSIDE VILLAS SUBDIVISION PROJECT IN MADERA, CALIFORNIA AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE AGENCY

WHEREAS, the Successor Housing Agency of the Former Madera Redevelopment Agency is in need of services related to the installation of gas, electric, phone, and CATV facilities for the Riverside Villas Subdivision Project, hereinafter referred to as the "Project"; and

WHEREAS, Pacific Gas & Electric has prepared the engineering designs and plans to provide the professional services; and

WHEREAS, the Successor Housing Agency of the Former Madera Redevelopment Agency desires to contract with Pacific Gas & Electric for such services; and

WHEREAS, Pacific Gas & Electric has prepared an Agreement for the services for the installation of required utilities (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; and

WHEREAS, the Successor Housing Agency has on August 14, 2013, June 10, 2015 and January 4, 2017 notified the Successor Agency of its intent to utilize pre-2011 bond funds for this project, and;

WHEREAS, funds are available for this project and approved in the ROPS 17-18 on line item 38 and 161.

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 Professional Services with Pacific Gas & Electric for the Riverside Villas Subdivision 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.

\* \* \* \* \*



## Customer Payment Coupon

CITY OF MADERA, A Government Agency

428 E. YOSEMITE  
MADERA CA 93638

### For Internal Use

Notification #	112591251
Contract #	1229086
E-PM #	31319136
G-PM #	31324369
E-Prior MLX/PM#	
G-Prior MLX/PM#	
Customer #	1485445

## Customer Payment Summary

RIVERSIDE VILLAS, MADERA, 93638

Please pay the total amount due that corresponds to the option you select on page two of the enclosed extension agreement and enclose payment.

Payment Options		Total Due
10-Year Refundable Advance Option Gas and Electric	\$91,621.49	\$91,621.49
Non-Refundable 50 percent Discount Option for Gas and Electric	\$91,621.49	\$91,621.49
10-Year Refundable Advance Option for Gas and Non-Refundable 50 percent Discount Option for Electric	\$91,621.49	\$91,621.49
Non-Refundable 50 percent Discount Option for Gas and 10-Year Refundable Advance Option for Electric	\$91,621.49	\$91,621.49

Please pay the total amount due that corresponds to the option you select on page two of the enclosed extension agreement.

## Important Payment Information

### To complete your contract ONLINE

- Follow the instructions provided with your electronic contract
- Submit payment at [pge.com/contractpayments](http://pge.com/contractpayments)

### To complete your contract BY MAIL

- Please make check payable to: **PG&E** or **Pacific Gas and Electric**
- Complete, sign and return the enclosed agreement(s), the SACAC form and this customer payment coupon with your payment
- Remit payment and SACAC form to:**  
PG&E CFM/PPC Department  
PO BOX 997340  
Sacramento, CA 95899-7340

### IMPORTANT MESSAGE

Please review the enclosed information and total due.

If you complete your contract ONLINE, a copy will be saved to your Customer Connections Online (CCO) account at [pge.com/cco](http://pge.com/cco).

To learn more about PG&E's gas and electric safety initiatives and resources please visit [pge.com/safety](http://pge.com/safety).

### Have Questions?

Please Call **1-800-422-0436**



112591251D





# Gas and Electric Extension Agreement\*

August 8, 2017

CITY OF MADERA, A Government Agency

428 E. YOSEMITE  
MADERA CA 93638

Re: RIVERSIDE VILLAS, MADERA, 93638

Dear BOB WILSON

We are writing to let you know Pacific Gas and Electric Company (PG&E) will extend its facilities to provide the requested gas and electric service to the project address listed above. PG&E's costs have been developed based on the choices and information provided in your application and may change if you make changes. This letter, including PG&E's tariffs, which are incorporated by reference below, will serve as our contract. As required by the California Public Utilities Commission (CPUC), special facilities will be handled in a separate contract. Please complete the following four steps to execute this contract.

## 1 Review the following work responsibilities and cost information.

Work To Be Done By	GAS MAIN		GAS SERVICE		ELECTRIC DISTRIBUTION			ELECTRIC SERVICE		
	Trench	Pipe	Trench	Pipe	Trench	Substr.	Facilities	Trench	Substr.	Facilities
PG&E			X	X					X	X
Customer										

	GAS		ELECTRIC	
<b>Total non-refundable project costs</b>		\$58,708.63		\$40,912.86
<b>Refundable extension costs</b>		\$0.00		\$0.00
Allowances (credit)	-	\$0.00	-	\$0.00
<b>Net refundable amount</b>	=	\$0.00	=	\$0.00
<b>10 YEAR REFUNDABLE OPTION</b>				
<b>Net refundable amount</b>		\$0.00		\$0.00
Credit for value of design and/or facilities provided by applicant	-	\$0.00	-	\$0.00
<b>Total non-refundable project costs</b>	+	\$58,708.63	+	\$40,912.86
<b>Total (if you select this option)</b>	=	\$58,708.63	=	\$40,912.86
<b>NON-REFUNDABLE 50% DISCOUNT OPTION</b>				
<b>Net refundable amount</b>		\$0.00		\$0.00
Discount: 50% of Net refundable amount	-	\$0.00	-	\$0.00
Credit for value of design and/or facilities provided by applicant	-	\$0.00	-	\$0.00
<b>Total non-refundable project costs</b>	+	\$58,708.63	+	\$40,912.86
<b>Total (if you select this option)</b>	=	\$58,708.63	=	\$40,912.86
<b>Potential refund per residential lot/unit</b>		\$0.00		\$289.24
<b>Potential reimbursement per service completion</b>				
Pressurized or energized system		\$0.00		\$0.00
Not pressurized or energized system		\$0.00		\$0.00
<b>Reimbursement for other work performed</b>		\$0.00		\$0.00

All amounts include the Income Tax Component of Contribution (ITCC) PG&E is required to charge customers, where applicable.

### For Internal Use

Notification #	112591251
Contract #	1229086
E-PM #	31319136
G-PM #	31324369
E-Prior MLX/PM#	
G-Prior MLX/PM	
Customer #	1485445

### DEFINITIONS AND EXPLANATION OF TERMS

#### (For more detail see rules 15 and 16):

**Total non-refundable project costs** include costs for work such as electric trench and excavation, conduits, inspections, streetlights, conversion from overhead to underground and contract processing.

**Refundable extension costs** include costs for facilities such as electric conductor, transformers and poles; gas pipe, gas share of distribution trench and regulators; and meters.

**Allowances** are a credit against refundable extension costs. They are based upon the number of residential units expected to be connected within the first six months and the expected annual non-residential net (distribution) revenue from your project.

Allowances granted under either option are subject to **deficiency billing** if the number of residential units connected or the annual non-residential net revenue falls below the forecast used to calculate the allowances.

**Net refundable amount** is the portion of overall costs eligible for refund to you based upon additional residential meters being set or upon increases in non-residential annual net (distribution) revenue. A cost-of-ownership charge is assessed against the Net refundable amount (except for individual residential applicants) per Rule 15.

**Potential refund per residential lot/unit** is for those lots/units for which you did not already receive an allowance (i.e., units not expected to be connected in the first six months). Any refunds may be decreased or eliminated by cost-of-ownership charges assessed under the provisions of Rule 15.

**Potential reimbursement** per service completion is the amount to which a customer may be entitled for performing certain service connection work PG&E would otherwise perform when installing service extensions and are not to be confused with refunds.

**Reimbursement for other work performed** is the amount to which a customer may be entitled for performing certain work (other than service completions) that normally is PG&E's responsibility.



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## Gas and Electric Extension Agreement\*

### 2 Select one of the following payment options.

- ☐ 10-Year Refundable Option for Gas and Electric
- ☒ Non-Refundable 50 Percent Discount Option for Gas and Electric
- ☐ 10-Year Refundable Option for Gas and Non-Refundable 50 Percent Discount Option for Electric
- ☐ Non-Refundable 50 Percent Discount Option for Gas and 10-Year Refundable Option for Electric

Gas	Electric	Advance	Total Due
\$58,708.63	\$40,912.86	\$8,000.00	\$91,621.49
\$58,708.63	\$40,912.86	\$8,000.00	\$91,621.49
\$58,708.63	\$40,912.86	\$8,000.00	\$91,621.49
\$58,708.63	\$40,912.86	\$8,000.00	\$91,621.49

### 3 Review these important terms and conditions.

This Gas and Electric Extension Agreement is controlled by, and incorporates by reference, PG&E's tariffs, including Gas and Electric rules 2, 15, and 16; the Distribution and Service Extension Agreement-Provisions (Form 62-0982) and the General Terms & Conditions for Gas and Electric Extension & Service Construction by Applicant (Form 79-716), all as approved and authorized by the CPUC. This agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

You can view PG&E's tariffs online at [pge.com/tariffs](http://pge.com/tariffs) or contact the PG&E representative listed below. Additional details underlying the amounts shown in this agreement, as well as the calculation of allowances, refunds or deficiency bills can also be provided by your local PG&E representative.

### 4 After completing steps 1, 2 and 3 and having checked one, but only one, of the four payment options above, please complete and return the following items to PG&E.

- Sign and return this contract as indicated below.
- Submit the Payment Coupon with Total Due based on your option selected.
- Sign and return the enclosed Statement of Applicant's Contract Anticipated Costs (SACAC) [Form 79-1003] (explanation in box to the right).

Please provide your payment and required forms within 90 days from 08-AUG-17.

PG&E is not bound by the costs set forth above if payment and the signed forms are not received by PG&E within 90 days.

If you have any questions, please contact Daniel Gil at 559-706-0036 or by email at [D2GQ@pge.com](mailto:D2GQ@pge.com)

#### Pacific Gas and Electric Company

This contract has been reviewed and approved by:

Mike Redman

Mike Redman  
Service Planning Supervisor

#### Customer

Agreed and accepted by:

CITY OF MADERA, A Government Agency

Authorized Signatory ANDREW J. MEDELLIN  
Title MAYOR  
Signature \_\_\_\_\_  
Date \_\_\_\_\_

#### ADDITIONAL INFORMATION

##### What is the SACAC form

Under PG&E's rules 15 and 16 you have a choice: you can perform the work yourself, hire a qualified contractor to perform the work or hire PG&E to do the work. We are required by the CPUC to provide you with PG&E's costs.

This form identifies our cost for the refundable service that is PG&E's responsibility to install. PG&E's costs were developed based on your choices within the application and may change if you change that choice.

##### How do I fill out the SACAC?

If you want to do this work yourself or have a qualified contractor do this work, please enter your estimated costs in the section of the SACAC form entitled "Applicant Costs" or check the box in the section entitled "Applicant's Election Not To Provide Costs," sign and return to PG&E. PG&E will send you a revised agreement by return mail only if you choose to provide your estimated costs.

If you want PG&E to do this work, please check the section "Applicant's Election Not to Provide Costs," sign and return the SACAC form along with a check for the Total Due based on the option you selected above.

You must return the completed SACAC form to PG&E regardless of who you choose to do the work.

Please follow payment instructions found on your Payment Coupon.



112591251D





## STATEMENT OF APPLICANT'S CONTRACT ANTICIPATED COSTS.\*

Project Name: RIVERSIDE VILLAS

Project Location: RIVERSIDE VILLAS, MADERA, 93638

Notification Number: 112591251

PM Number(s): (Gas) 31325004

(Electric) 31319136

### APPLICANT COSTS

The following statement must only include the contracted anticipated installed costs of facilities installed by the Applicant that are refundable and that are PG&E's responsibility under its tariffs.

The costs provided by the Applicant must be taken from the Applicant's contract with its contractor. If the Applicant will be performing the work itself, the Applicant must also complete and sign this form.

The Applicant's statement of costs will be compared with PG&E's estimated installed costs of the same facilities, the lower of which will be used to determine the amount subject to allowances and refunds in accordance with the provisions of PG&E's Gas and Electric Rules 15 and 16.

If the Applicant chooses not to provide its costs, it must complete the last section of this form. Until the Applicant either provides the refundable cost from its contract with its contractor (or its own cost, if applicable), or returns this form indicating that it will not do so, PG&E will not proceed with any work on the Applicant's project.

#### GAS

##### Residential Service Facilities:

Applicant: \$ \_\_\_\_\_

PG&E: \$1,036.07

Number of gas service: 2 Stubs: 0

#### ELECTRIC

##### Residential Service Facilities:

Applicant: \$ \_\_\_\_\_

PG&E: \$1,699.60

Number of Electric service: 2

- Applicant's statement of costs include: overhead or underground service conductors, poles, service transformers, connection fittings, service pipe, valves, service connections, and other PG&E-owned service equipment, as detailed in Gas and Electric Rule 16.
- Applicant's statement of costs DOES NOT include: inspection fees, nonresidential service costs, regulators, or PG&E-owned metering equipment.



112591251D

**GAS**

**Gas Distribution Facilities  
and Non-Residential Service Services:**

Applicant: \$ \_\_\_\_\_

PG&E: \$0.00

**ELECTRIC**

**Electric Distribution Facilities  
and Non-Residential Service Services:**

Applicant: \$ \_\_\_\_\_

PG&E: \$0.00

**GAS DISTRIBUTION TRENCH**

Applicant: \$ \_\_\_\_\_

PG&E: \$0.00

- Applicant's statement of costs include: cables, switches, transformers, distribution main, valves, regulators, nonresidential service costs, and other distribution facilities required to complete the distribution line extension, as detailed in Gas and Electric Rule 15 as PG&E's responsibility.
- Applicant's statement of costs DOES NOT include: inspection fees, tie-in of system by PG&E, distribution substructures, electric trench, conduits, feeder conduits, or protective structures, as detailed in Gas and Electric Rule 15.

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

☒ **APPLICANT'S ELECTION NOT TO PROVIDE COSTS:** (if this option selected, box must be checked)

I choose not to provide to the utility my refundable costs for this project as taken from my contract with my contractor, or as performed by myself, and acknowledge that PG&E will use its estimate of the refundable costs for this project in the contract between it and me.

Executed on \_\_\_\_\_ at **MADERA, CA**  
(Date) (City)

By:

Print Applicant Name: **ANDREW J. MEDELLIN**

Signed: \_\_\_\_\_

Title: \_\_\_\_\_



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