

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

August 10, 2016
6:00 p.m.

City Hall
Council Chambers

1. CALL TO ORDER

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

ROLL CALL

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

Absent: None

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

City of Madera staff members present: City Administrator David Tooley, City Clerk Sonia Alvarez, Neighborhood Preservation Supervisor Viola Rodriguez, Neighborhood Preservation Specialist Andrew Martinez, Neighborhood Preservation Specialist Steve Montes, Neighborhood Preservation Specialist Nicholas Salinas, Neighborhood Outreach Assistant Christina Herrera, Code Enforcement Consultant Lou Donaldson and Neighborhood Outreach Consultant Yuliana Franco.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Poythress.

PUBLIC COMMENT – REGULAR SESSION

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

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

Mayor Poythress recessed the 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 6:01 p.m.

Housing Authority Chairperson Derek Robinson opened the Regular Meeting of the Housing Authority of the City of Madera, calling for items as listed on the agenda. The Housing Authority meeting was adjourned at 6:23 p.m.

Mayor Poythress reconvened the Joint Special Meeting of the Madera City Council, Regular Meeting of the Madera City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Madera City Council as the Successor Housing Agency at 6:27 p.m.

PRESENTATIONS

There are no items for this section.

INTRODUCTIONS

There are no items for this section.

2. WORKSHOP

There are no items for this section.

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

3. CONSENT CALENDAR

3A. Minutes of the Joint Meeting of the Special Meeting of the Madera City Council, Regular Meeting of the City Council as the Successor Agency to the former Madera Redevelopment Agency and Special Meeting of the Successor Housing Agency – July 13, 2016 (City/Successor Agency/Successor Housing Agency)

3B. Listing of Warrants Issued from July 1, 2016 to July 31, 2016 (Successor Agency)

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

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

3E. Code Enforcement Activity Report (City)

3F. Code Enforcement Funds Collection Report for Period Ending July 31, 2016 (City)

3G. Update on Neighborhood Outreach Activities (City)

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

On motion by Council Member Oliver seconded by Council Member Foley Gallegos the Consent Calendar was approved unanimously as presented by the following 7/0 vote: Ayes: Council Members Poythress, Rigby, Robinson, Foley Gallegos, Oliver, Medellin and Holley; Noes: None; Abstain: None; Absent: None; resulting in the unanimous approval of the Minutes of the Joint Meeting of the Special Meeting of the Madera City Council, Regular Meeting of the City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Successor Housing Agency for July 13, 2016.

4. PROJECTS AND REPORTS

4A. Code Enforcement Major Case Summary (City)

Neighborhood Preservation Specialist Montes presented images depicting the violations and second abatement at the property located at 518 Vineyard Street. This was a foreclosure that turned into a vacant/dangerous property. The property owner was evicted and the beneficiary failed to maintain the property. Once the beneficiary was contacted, they disavowed any interest in the property and they failed to maintain it. The property owner remained on record as the bank made it known that they no longer had an interest in the property. The property owner had given us consent to do the first abatement. However, the property owner has since passed away and we do not have anyone to contact. Not surprisingly the property was still not maintained so staff moved forward with the emergency abatement to remove any and all violations on the property. We want to get the property as manageable as possible, we do not want to go back and continue to do these projects. We also want to make sure that the property is safe so that when PD drives the area they can see all the way through to the back to make sure there is nobody hiding. We also do not want this property to cause blight in the neighborhood. After the cleanup, we treated the property with Roundup to try to further hamper the growth of vegetation and we had a pest control service treat the property because once the abatement was completed, the pests went to the adjoining properties.

Mayor Poythress asked if a lien will be placed on the property for the costs of the cleanup? Mr. Montes responded that we will have a cost recovery hearing and we will record a lien.

Councilmember Holley stated that staff did a great job cleaning that up. He used to live across the street from that home and he knew the owners and was not aware that they had passed away.

No other comments or questions were offered.

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

Neighborhood Outreach Consultant Franco and Neighborhood Outreach Assistant Herrera shared photos thanked everyone who participated in the National Night Out event on August 2, 2016. Mrs. Franco reported that this is Madera's fourth National Night Out. This year's participants included: City of Madera, Madera Unified School District, Madera Parks and Community, Madera Police Department, Madera Housing Authority and Madera Probation Department. This year we had McGruff the Crime Dog and Congressman Jim Costa.

Mrs. Franco reported that the kickoff was very exciting, there was a drumline battle between Madera High North and Madera High South. We had a special singer from Lincoln Elementary Macy Atherton. We also had a Children Against Crime Poster and Essay Contest. This year we had 36 participants in the art contest and 5 essay entries. Bikes were donated from Madera County Probation Management Association, Steve Copeland with Seabury and Copeland and

GBS (General Builder's Supply). iPads were donated from Madera County Administration Association and Madera Probation Peace Officers Association.

Mrs. Franco stated that this year our participation increased we had 1 store, 2 senior citizen centers, 7 churches, 8 apartment complexes and 27 neighborhoods for a total of 45 neighborhoods. Some of the night's activities included were potlucks, hotdogs, ice cream socials, movies, games and face painting.

Mrs. Franco presented an award to Councilmember Medellin for having the most participants in his district. Councilmember Medellin stated that he shares this with everybody and he thanked his colleagues for their efforts as well.

Mrs. Franco also presented Mayor Poythress with an award, since this will be his last year as Mayor and thanked him for participating and being a great MC for the evening. Mayor Poythress responded that this was a great team effort.

Mrs. Franco thanked McGruff the Crime Dog, Brian Chavez. Who sat in costume in such heat and she had the privilege of escorting him. Unfortunately, he is out doing great leadership work at Fresno State and was unable to come this evening. We will make sure he will get an appreciation certificate.

Mrs. Franco stated that overall we had a great media coverage and social media presence. We had ABC 30 that shared that great dance off with Madera Officer out at the Bridge Store. The Madera Police Department posted several times how great the event was, and our partnership will grow stronger each year. We had a special note from Congressman Jim Costa. It was a blessing because he only attended three events in the valley. It was great he chose to celebrate with our community.

Mrs. Franco thanked everyone who participated and for their support.

Councilmember Medellin added that we also had California Highway Patrol and the Sheriff's Department participate. That is a great partnership.

Councilmember Foley Gallegos thanked the Code Enforcement escorts, they are the reason we had photos for our social media pages and they made sure they got the good shots. We were so busy talking, I did not realize when I was putting my video together I did not have one picture of them because they were so busy making sure we did what we needed to do that night. Plus we had Joseph join the team. Mrs. Franco stated that Joseph is doing a great job working on the video. When he is finished, we will make sure to present that to you as well.

5. AGREEMENTS

There are no items for this section.

6. HOUSING

6A. Consideration of a Resolution Adopting the FY 2017 Successor Housing Agency Budget (Successor Housing Agency)

Business Manager Wilson reported we are looking at the two Successor Housing Agency funds for the low income housing income money and the pre 2011 housing bond funds. In total the Successor Agency and the Successor Housing Agency together have six (6) funds. Four (4) of

the six (6) funds has been approved by the Oversight Board and the Department of Finance. That is why we are only looking at the two (2) funds this evening. The Successor Housing Agency's funds expenditures are related to low-moderate income housing and replacement housing.

Mr. Wilson stated that the agency owns 60+ lots and a majority of the funds are going towards the development of those lots. There is still some funding left over that we are setting aside for acquisition of a few more parcels that are significant to the properties we have already and other parcels within the project are that are blighted.

Mr. Wilson went on to describe line items listed on Exhibit A.

Mayor Poythress called for questions or comments.

Councilmember Holley stated that Mr. Wilson did a good job.

No other questions or comments were offered.

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

SHA 16-12 A RESOLUTION OF THE SUCCESSOR HOUSING AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY ADOPTING THE FISCAL YEAR 2017 AGENCY BUDGET

*On motion by Council Member Holley, seconded by Council Member Robinson, **Resolution Number SHA 16-12** was approved unanimously as presented by the following 7/0 vote: Ayes: Council Members Poythress, Rigby, Robinson, Foley Gallegos, Oliver, Medellin and Holley; Noes: None; Abstain: None; Absent: None.*

6B. Consideration of a Resolution Approving Purchase and Sales Agreements for Properties at 309 Malone Street (A.P.N. 008-052-035), 311 Malone Street (A.P.N. 008-052-036), 313 Malone Street (A.P.N. 008-052-037) and 315 Malone Street (A.P.N. 008-052-038) (Successor Housing Agency)

Executive Director Taubert stated it is important to outline how we are buying properties when we technically no longer exist. By previous action, the former Redevelopment Agency displaced 63 low income households in conjunction with the Riverwalk Project and eleven (11) households in conjunction with the Courthouse Relocation Project. State law requires that we replace 100% of those homes. That obligation was not eliminated by the dissolution resolution. Unfortunately, the Department of Finance agrees that we have that obligation, but they have not provided us with any money to meet that obligation. So we are proposing to use land sale proceeds from infill/Sugar Pine, the Bravo loan repayment and the sale of the Nebraska/Central properties to fund the acquisition of the site. The site we are acquiring is located at the SE corner of Malone and Washington streets.

It is our intent to demolish four (4) substandard structures, clear the landscaping and cause 5-6 replacement housing units to be constructed on the site. The purchase price is considered to be fair market price based upon appraisals. The City found the proposed acquisition to be categorically exempt from CEQA and the proposed use to be in conformance with the General Plan.

Mayor Poythress called for questions or comments.

Mayor Pro-Tem Rigby stated that he applauded Mr. Taubert's effort to acquire this parcel of land. Malone and Washington Street are in his district and he gets a lot of phone calls and emails regarding this property. Specifically from the Section 8 Housing that we have across the street and some incredible tenants that we have in that housing that have taken a great interest in that neighborhood and have been doing a great job. They not only started a neighborhood watch, they have seen a lot of the activity that happens with Martin Luther King Middle School students around that area decrease a lot. I want to agree with Mr. Taubert that this is a property that needs to get purchased. It is constantly overgrown. The most recent phone call he received was a week ago because of raccoons and possums that are in there and getting into people's trash cans. It is a haven for several homeless people as well and most recently a fire hazard as a portion of it caught fire during the 4th of July. So I would love to see this get purchased. However he does have a question, looking at the signatures that are going to be needed to have this go through, do all of these people need to sign off on this? Mr. Taubert responded we so far have an agreement with all family members that are going to do it. We have got to obtain death certificates or affidavits. When it comes to title, I think our City Attorney will agree, this would probably be the oddest pieces of properties that we will acquire. Not only is there a number of deceased individuals, there is a life estate. We have been assured by the family members that they are all in agreement to sign. But it would take one to say no.

No other questions or comments were offered.

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

SHA 16-13 RESOLUTION OF THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, APPROVING AGREEMENTS WITH MULTIPLE PARTIES FOR THE PURCHASE OF REAL PROPERTIES KNOWN AS 309, 311, 313 AND 315 MALONE STREET, IN THE CITY OF MADERA AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND ACCEPT THE PROPERTY ON BEHALF OF THE CITY OF MADERA, AS SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

*On motion by Council Member Holley, seconded by Council Member Rigby, **Resolution Number SHA 16-13** was approved unanimously as presented by the following 7/0 vote: Ayes: Council Members Poythress, Rigby, Robinson, Foley Gallegos, Oliver, Medellin and Holley; Noes: None; Abstain: None; Absent: None.*

7. GENERAL

7A. Consideration of a Request from Heather Stern, Legal Representative for JPMorgan Chase Bank, N.A., Regarding Appointment of a Committee to Negotiate Administrative Penalties and Liens (City)

Attorney Paul S. Hokokian appeared on behalf of Heather Stern. He stated that he has a few comments to make about this request and will entertain any questions the Council may have. This is a request is from Heather Stern with the law firm Parker Ibrahim & Berg. They want an appointment of a committee to negotiate administrative penalties and liens. She is an attorney representing JPMorgan Chase Bank who are the owners of the properties. There are three (3) properties involved here. The first one is at 1100 Garfield Avenue which is in District 4. Second, 1254 Majestic Court which is in District 6 and lastly 2417 Sunnysdale in District 2. We are not asking for a particular outcome with respect to any negotiations. We are not asking to agree to any particular dollar figure or payment plan. We are asking the City to appoint a committee, so the committee can have discussions with Chase Bank and it's representatives to try to come to some resolution. Thereafter, the committee would report back to the Council with any recommendations the committee will be willing to make.

The main reason we are here is to make sure we are speaking to the right person or persons who has the authority to make a decision. In the past they tried reach a resolution with the City Attorney, but Mr. Richardson stated that his authority was limited and we need to ask the City Council to provide direction. If the City Council were to vote to approve the appointment of a committee, we would not come to the conclusion that anything the City's willing to have negotiate other than having to have negotiations with us. We are not asking for a particular outcome. Currently the liens and penalties imposed by the City to these properties are large. The Garfield property lien is about \$104,000. The Majestic property is about \$85,000. The Sunnydale property lien is about \$35,000. As best we are aware of, all of these properties are in current compliance and there are no current fees and penalties imposed. All of these fees and fines go back many years. There is no current litigation pending on these properties. As been explained to us by your City Attorney, first step to having a conversation is asking the Council to appoint a committee. And we would like to thank the Council for its consideration of this request. And we would like to thank you for your time.

Mayor Poythress asked City Attorney Richardson if there has been resolution on our side as far as what we have as levies on the property? Mr. Richardson responded that the fines have been levied and there have been no appeals that he is aware of.

Mayor Poythress also asked if we are under any obligation to form a committee to negotiate. Mr. Richardson responded no. it is merely a request before you. Like he had explained to them it is up to your discretion and he (Mr. Richardson) has no authority in that area.

Mayor Poythress called for questions or comments.

Councilmember Foley Gallegos asked when did the fines start on these properties? Mr. Taubert responded that the case on the Sunnydale property was opened in 2013, the Majestic property 2013 and on Garfield property 2011.

Councilmember Medellin asked if any appeals were made or any attempts to reach out to sit down with anybody to question, appeal or negotiate anything. Mr. Taubert responded that not counting emails or phone calls; the Sunnydale property has received 65 written notices, the Majestic property has received 83 written notices and the Garfield property has received 121 written notices. Again, this does not include emails and phone calls that we have made. Mr. Richardson stated that if you will recall that Ms. Stern did appear before you and asked for reduction in fines on the Garfield property and the Council gave her a negative response on that.

Councilmember Foley Gallegos stated that she is concerned because if she was a resident near these properties and it had gone on for that many years she would be very upset.

Mayor Poythress asked Councilmembers if there is any desire to enter into negotiations for these fines? Councilmember Rigby stated that he feels that the bank has had ample amount of time to communicate with Mr. Taubert and his office. I believe that the lack of efforts and interest has shown and this is a last ditch effort. He personally would not like to sit on this committee. Councilmembers Medellin and Holley concurred.

Mayor Poythress stated that we have direction.

8. AGENCY MEMBER REPORTS

Council Member Robinson had nothing to report.

Council Member Foley Gallegos had nothing to report.

Mayor Pro-Tem Rigby stated that in the spirit of National Night Out and being that we are moving into a new school year. It feels like we are starting a second wave or new year. I would love a workshop on Neighborhood Watch meetings and get some feedback on how we are progressing, how we are moving, what is working or not working, what we as a Council can do to better make these worth our time. I think we are doing a bang up job, but I believe it is healthy that we come back and constantly review. I would like to give Christina a chance to give us some feedback on how we can continue better than it already is. I would like to see this workshop sometime in September.

Council Member Holley reminded everyone school starts tomorrow, everyone please be careful out there. Also he thanked the Mayor for attending his election signing yesterday.

Council Member Medellin stated that he wanted to echo the comments that Councilmember Rigby said. He totally agrees. Neighborhood Watch and National Night Out is a huge success. It takes cooperation and collaboration. It is this team right here and a few others that makes it successful. But I think we can do more and have 50 participants in National Night Out next year and reach a goal of 100 neighborhoods and have that interaction. To reach that level we may have to take a look inward to see what is working and what is not working. We tweaked Neighborhood Watch a little bit recently where we decided meeting number one would be an entirely about the neighborhood and not about speeches and electeds because obviously they called us for a reason and most of the time it is because something is wrong. I would like to see a workshop and have Lacy Burleson and an Officer from PD here. And have input from all those parties. I think we can make it a little better. I totally agree that we can have this on the next agenda or two having a workshop on Neighborhood Watch.

Council Member Oliver introduced his nephew Anthony Oliver and his friend William Benarbe. This is their first City Council/public meeting.

Council Member Oliver also stated that he echoed Councilmember Rigby and Medellin's comments. Also, he thinks we have a really good example recently and he wanted inform the staff of this development. The City Council recently made CDBG allocations. And part of those allocations included \$100,000 to fund a solar street light pilot project. I will say that the reason for that project stems from the discussions at the neighborhood level. It was discussions from Sonora Street, Bridge Store and Harding Street. I recall a Neighborhood Watch meeting at Harding Street and we had to bring in lights from the Public Works Department. Because of that input and what we heard time and time again from the residents was streetlights and a lack of infrastructure and it was a public safety issue. I think it was elevated to the priority level it deserved. It is \$100,000 to begin this pilot project and measure its effectiveness. I think it is going to be geared toward CDBG Census Tracts. We are sitting on a treasure trove of information and ideas from our residents. I think that Neighborhood Watch is the best manifestation of that effort. Except we are taking it to the streets, to front yards and garages. Projects such as the streetlight project show how we can incorporate that input into our budget making activities and to our capital improvements project planning. I would certainly welcome a discussion or workshop as to how we not only look at the many areas of opportunities on how we can continue to tap in to this community network we have established. I know that you all have a great deal to do with that and the residents are proud.

Mayor Poythress stated that one of the things that he fears most is complacency. Our Neighborhood Watch meetings and get together has become really successful but if it becomes

routine, people will start losing interest and dropping out. I think there is a lot of great opportunities to circle back to those neighborhoods that maybe have dropped off a little bit. We are working closely with the Board of Realtors to develop a Neighborhood of Choice program. It looks like things will be coming to fruition pretty soon on that. There are tons of things we could be doing with neighborhoods. It is an exciting times and looks like the word is getting out. It really brings this community together.

9. CLOSED SESSION

There are no items for this section.

10. ADJOURNMENT

Mayor Poythress adjourned the Joint Special Meeting of the Madera City Council, Regular Meeting of the Madera City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Madera City Council as the Successor Housing Agency at 7:10 p.m.

Claudia Mendoza, Recording Secretary

/cm

Robert Poythress, Mayor

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

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

From: Office of the Treasurer

Subject: Listing of Warrants Issued

Date: September 14, 2016

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

August 1, 2016 to August 31, 2016

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

General Warrants:	#10823 - #10835	\$ 2,779,647.17
-------------------	-----------------	-----------------

Respectfully submitted,



Patricia Barbosa
Financial Services Manager



Bob Wilson
Successor Agency Manager

THE SUCCESSOR AGENCY TO
THE FORMER CITY OF MADERA REDEVELOPMENT AGENCY
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK MAIN ACCOUNT
September 14, 2016

CHECK	PAYDATE	ISSUED TO	DESCRIPTION	AMOUNT
010823	8/5/2016	PIRANHA PIPE & PRECAST, INC.	OUTLET STRUCTURE	3,342.60
010824	8/5/2016	CITY OF MADERA	MAY 2016 PAYROLL & OTHER EXPS PD BY CITY	29,414.75
010825	8/5/2016	P G AND E	07/16 SVS 2000655655-7	2,164.81
010826	8/5/2016	FIMBREZ, LOUIE	REFUND FIMBREZ - E YOSEMITE DEPOSIT	5,000.00
010827	8/5/2016	RGC GENERAL CONTRACTING	420 STINSON PMT #2 FINAL TARGET REHAB	6,400.50
010828	8/18/2016	THE BANK OF NEW YORK MELLON	MADERA AGENCY 1998, 2003, 2008A, 2008B TAX ALLOCATION BOND PMTS	2,403,391.89
010829	8/18/2016	CHICAGO TITLE	ACQUISTION COSTS FOR 720 & 728 LILLY ST	323,835.10
010830	8/18/2016	COMPLIANCE SOLUTIONS	RIVERSIDE ENVIRONMENTAL	5,320.00
010831	8/18/2016	CITY OF MADERA	5 E YOSEMITE AVE AUGUST 2016 WATER SEWER	204.14
010832	8/18/2016	MADERA TRIBUNE	911 CLINTON PUBLIC NOTICE	131.82
010833	8/18/2016	RICOH USA, INC.	COPIER MAINTENANCE FEE FOR PERIOD 7/16	16.36
010834	8/18/2016	SANDY'S HOUSEKEEPING & JANITORIAL	CUSTODIAL SVS WINDOW WASHING AUG 2016	320.00
010835	8/18/2016	VERIZON WIRELESS	JULY 2016 CELLPHONE USAGE	105.20

BANK #1 - Union Bank Main Acct. Total

\$ 2,779,647.17

CITY OF MADERA REDEVELOPMENT AGENCY REPORT TO SUCCESSOR AGENCY BOARD

SUCCESSOR AGENCY MEETING OF SEPTEMBER 14, 2016

SUCCESSOR AGENCY ITEM NUMBER 3C/3D

APPROVED BY


FINANCE DEPARTMENT


SUCCESSOR AGENCY EXECUTIVE DIRECTOR


SUCCESSOR AGENCY MANAGER

Subject: Monthly Financial Reports

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

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

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

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

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2016
To 08/31/2016

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 40200: Low/Mod Hsg TI Housing Asset						
Account: Revenue						
2001-8163	Interest Income - Loans	125.56-	125.56-	0.00	125.56	0.00
2001-8190	Rental Income	2,100.00-	2,100.00-	0.00	2,100.00	0.00
2001-8659	Refunds and Reimbursements	3,423.73-	3,423.73-	0.00	3,423.73	0.00
	NET Account: Revenue:	5,649.29-	5,649.29-	0.00	5,649.29	0.00
Account: Expense						
2001-1010	Salaries - Full-time	4,505.93	4,505.93	0.00	4,505.93-	0.00
2001-1020	Salaries - Part-time	384.78	384.78	0.00	384.78-	0.00
2001-1030	Salaries - Overtime	26.43	26.43	0.00	26.43-	0.00
2001-2000	Public Employees Retirement System	1,062.54	1,062.54	0.00	1,062.54-	0.00
2001-2002	Long Term Disability Insurance	9.58	9.58	0.00	9.58-	0.00
2001-2003	Life Insurance Premiums	2.25	2.25	0.00	2.25-	0.00
2001-2004	Worker's Compensation Insurance	409.15	409.15	0.00	409.15-	0.00
2001-2005	Medicare Tax - Employer's Share	69.51	69.51	0.00	69.51-	0.00
2001-2007	Deferred Compensation - Part-time	14.43	14.43	0.00	14.43-	0.00
2001-2008	Deferred Compensation - Full-time	178.67	178.67	0.00	178.67-	0.00
2001-2010	Section 125 Benefit Allow.	573.39	573.39	0.00	573.39-	0.00
2001-3001	Gas and Electric Utilities	276.84	276.84	0.00	276.84-	0.00
2001-3002	Telephone and Fax Charges	15.45	15.45	0.00	15.45-	0.00
2001-3011	Advertising - Bids and Legal Notice	131.82	131.82	0.00	131.82-	0.00
2002-3802	Acquisition / Demolition	323,835.10	323,835.10	0.00	323,835.10-	0.00
2005-3800	Home Improvement Grants	6,400.50	6,400.50	0.00	6,400.50-	0.00
	NET Account: Expense:	337,896.37	337,896.37	0.00	337,896.37-	0.00
	TOTAL Fund 40200: Low/Mod Hsg TI Housing Asset:	332,247.08	332,247.08	0.00	332,247.08-	0.00

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2016
To 08/31/2016

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 40300: Non Housing Tax Incr - RPTTF						
Account: Revenue						
3001-8000	Current Secured Property Tax	1,899,940.00-	1,899,940.00-	0.00	1,899,940.00	0.00
	NET Account: Revenue:	1,899,940.00-	1,899,940.00-	0.00	1,899,940.00	0.00
	TOTAL Fund 40300: Non Housing Tax Incr - RPTTF:	1,899,940.00-	1,899,940.00-	0.00	1,899,940.00	0.00

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2016
To 08/31/2016

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 57500: Administrative Allowance Fund						
Account: Expense						
3501-1010	Salaries - Full-time	24,365.38	24,365.38	0.00	24,365.38-	0.00
3501-1020	Salaries - Part-Time	2,080.66	2,080.66	0.00	2,080.66-	0.00
3501-1030	Salaries - Overtime	142.89	142.89	0.00	142.89-	0.00
3501-2000	Public Employees Retirement System	5,745.55	5,745.55	0.00	5,745.55-	0.00
3501-2002	Long Term Disability Insurance	51.82	51.82	0.00	51.82-	0.00
3501-2003	Life Insurance Premiums	12.14	12.14	0.00	12.14-	0.00
3501-2004	Worker's Compensation Insurance	2,212.42	2,212.42	0.00	2,212.42-	0.00
3501-2005	Medicare Tax - Employer's Share	375.83	375.83	0.00	375.83-	0.00
3501-2007	Deferred Compensation - Part-Time	78.03	78.03	0.00	78.03-	0.00
3501-2008	Deferred Compensation - Full-time	966.16	966.16	0.00	966.16-	0.00
3501-2010	Section 125 Benefit Allow.	3,100.50	3,100.50	0.00	3,100.50-	0.00
3501-3001	Gas and Electric Utilities	2,164.81	2,164.81	0.00	2,164.81-	0.00
3501-3002	Telephone and Fax Charges	83.53	83.53	0.00	83.53-	0.00
3501-3003	Cellular Phone and Pager Charges	105.20	105.20	0.00	105.20-	0.00
3501-3040	Contracted Services	1,313.86	1,313.86	0.00	1,313.86-	0.00
3501-3115	Taxes and Assessments	113.69	113.69	0.00	113.69-	0.00
	NET Account: Expense:	<u>42,912.47</u>	<u>42,912.47</u>	<u>0.00</u>	<u>42,912.47-</u>	<u>0.00</u>
	TOTAL Fund 57500: Administrative Allowance Fund:	42,912.47	42,912.47	0.00	42,912.47-	0.00

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2016
To 08/31/2016

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 60500: Non Housing Bond Proceeds						
Account: Revenue						
5001-8201	Services for Other Agencies	100.00-	100.00-	0.00	100.00	0.00
	NET Account: Revenue:	100.00-	100.00-	0.00	100.00	0.00
Account: Expense						
5001-1010	Salaries - Full-time	4,505.93	4,505.93	0.00	4,505.93-	0.00
5001-1020	Salaries - Part-time	384.78	384.78	0.00	384.78-	0.00
5001-1030	Salaries-Overtime	26.43	26.43	0.00	26.43-	0.00
5001-2000	Public Employees Retirement System	1,062.54	1,062.54	0.00	1,062.54-	0.00
5001-2002	Long Term Disability Insurance	9.58	9.58	0.00	9.58-	0.00
5001-2003	Life Insurance Premiums	2.25	2.25	0.00	2.25-	0.00
5001-2004	Worker's Compensation Insurance	409.15	409.15	0.00	409.15-	0.00
5001-2005	Medicare Tax - Employer's Share	69.51	69.51	0.00	69.51-	0.00
5001-2007	Deferred Compensation - Part-time	14.43	14.43	0.00	14.43-	0.00
5001-2008	Deferred Compensation - Full-time	178.67	178.67	0.00	178.67-	0.00
5001-2010	Section 125 Benefit Allow.	573.39	573.39	0.00	573.39-	0.00
5001-3001	Gas and Electric Utilities	109.00	109.00	0.00	109.00-	0.00
5001-3002	Telephone and Fax Charges	15.45	15.45	0.00	15.45-	0.00
5001-3115	Taxes and Assessments	34.13	34.13	0.00	34.13-	0.00
5004-3811	Riverside Subdivision Storm Drain	8,662.60	8,662.60	0.00	8,662.60-	0.00
	NET Account: Expense:	16,057.84	16,057.84	0.00	16,057.84-	0.00
	TOTAL Fund 60500: Non Housing Bond Proceeds:	15,957.84	15,957.84	0.00	15,957.84-	0.00

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2016
To 08/31/2016

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 60600: Low/Mod Housing Bond Proceeds						
Account: Expense						
6004-3800	Home Improvement Grants	8,475.00	8,475.00	0.00	8,475.00-	0.00
	NET Account: Expense:	8,475.00	8,475.00	0.00	8,475.00-	0.00
	TOTAL Fund 60600: Low/Mod Housing Bond Proceeds:	8,475.00	8,475.00	0.00	8,475.00-	0.00

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2016
To 08/31/2016

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 80400: Debt Service Fund						
Account: Revenue						
4001-8162	Interest Income	9,374.64	9,374.64	0.00	9,374.64-	0.00
	NET Account: Revenue:	9,374.64	9,374.64	0.00	9,374.64-	0.00
Account: Expense						
4002-3040	Contracted Services	1,574.10	1,574.10	0.00	1,574.10-	0.00
4002-6000	Interest Expense-Bond 1998	134,826.25	134,826.25	0.00	134,826.25-	0.00
4002-6001	Bond Principle 1998	140,000.00	140,000.00	0.00	140,000.00-	0.00
4003-6000	Interest Expense Bond 2003	352,284.38	352,284.38	0.00	352,284.38-	0.00
4003-6001	Bond Principle 2003	605,000.00	605,000.00	0.00	605,000.00-	0.00
4004-6000	Interest Expense Bond 2008	691,281.26	691,281.26	0.00	691,281.26-	0.00
4004-6001	Bond Principle-2008	480,000.00	480,000.00	0.00	480,000.00-	0.00
	NET Account: Expense:	2,404,965.99	2,404,965.99	0.00	2,404,965.99-	0.00
	TOTAL Fund 80400: Debt Service Fund:	2,414,340.63	2,414,340.63	0.00	2,414,340.63-	0.00
	REPORT TOTALS:	913,993.02	913,993.02	0.00	913,993.02-	0.00

*** End Of Report ***

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2016
To 06/30/2017

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 10800: Code Enforcement						
Dept 414: Community Development - Code Enforcement						
Account: Revenue						
2380-8076	Abandoned Property Registration fees	550.00-	550.00-	10,000.00-	9,450.00-	5.50
2380-8203	Background Check Service Fee	100.00-	100.00-	300.00-	200.00-	33.33
2380-8227	Vacant Building Ordinance	900.00-	900.00-	4,500.00-	3,600.00-	20.00
2380-8355	Transfer-In	0.00	0.00	230,395.00-	230,395.00-	0.00
2380-8551	Fines and Penalties for Violations	41,730.00-	41,730.00-	680,000.00-	638,270.00-	6.14
2380-8554	Vehicle Abatement Fee	0.00	0.00	48,000.00-	48,000.00-	0.00
2380-8556	Foreclosure Revenues	3,363.31-	3,363.31-	45,000.00-	41,636.69-	7.47
2380-8657	Miscellaneous Revenue	64.66-	64.66-	0.00	64.66	0.00
2380-8684	Cost Recovery for Weed Abatement	0.00	0.00	18,000.00-	18,000.00-	0.00
NET Account: Revenue:		46,707.97-	46,707.97-	1,036,195.00-	989,487.03-	4.51
Account: Expense						
2425-1010	Salaries / Full-time	76,739.37	76,739.37	519,639.00	442,899.63	14.77
2425-1020	Salaries / Part-time	11,806.38	11,806.38	84,443.00	72,636.62	13.98
2425-1030	Salaries / Overtime	158.58	158.58	0.00	158.58-	0.00
2425-1040	Salaries - Leave Payout	339.07	339.07	11,618.00	11,278.93	2.92
2425-1050	Salaries / Uniform Pay	1,477.35	1,477.35	1,000.00	477.35-	147.74
2425-2000	Public Employees Retirement System	18,532.89	18,532.89	130,087.00	111,554.11	14.25
2425-2002	Long Term Disability Insurance	197.85	197.85	1,713.00	1,515.15	11.55
2425-2003	Life Insurance Premiums	64.12	64.12	542.00	477.88	11.83
2425-2004	Worker's Compensation Insurance	8,039.84	8,039.84	50,760.00	42,720.16	15.84
2425-2005	Medicare Tax - Employer's Share	1,377.11	1,377.11	9,235.00	7,857.89	14.91
2425-2007	Deferred Compensation / Part-time	442.77	442.77	2,505.00	2,062.23	17.68
2425-2008	Deferred Compensation / Full-time	3,231.64	3,231.64	17,717.00	14,485.36	18.24
2425-2009	Unemployment Insurance	47.68	47.68	3,175.00	3,127.32	1.50
2425-2010	Section 125 Benefit Allow.	20,905.86	20,905.86	173,610.00	152,704.14	12.04
2425-3001	Gas and Electric Utilities	0.00	0.00	21,000.00	21,000.00	0.00
2425-3002	Telephone and Fax Charges	256.64	256.64	8,000.00	7,743.36	3.21
2425-3011	Advertising - Bids and Legal Notices	0.00	0.00	1,000.00	1,000.00	0.00
2425-3014	Professional Dues	0.00	0.00	375.00	375.00	0.00
2425-3015	Publications and Subscriptions	0.00	0.00	250.00	250.00	0.00
2425-3016	Office Supplies - Expendable	0.00	0.00	6,000.00	6,000.00	0.00
2425-3018	Postage / Other Mailing Charges	0.00	0.00	13,000.00	13,000.00	0.00
2425-3020	Mileage Reimbursement	0.00	0.00	500.00	500.00	0.00
2425-3025	Vehicle Fuel, Supplies & Maintenance	370.64	370.64	10,000.00	9,629.36	3.71
2425-3037	Weed Abatement Expense	0.00	0.00	18,000.00	18,000.00	0.00
2425-3040	Contracted Services	1,240.61	1,240.61	80,000.00	78,759.39	1.55
2425-3120	Other Supplies	0.00	0.00	13,500.00	13,500.00	0.00
2425-3130	Building Supplies, Keys, Repairs	0.00	0.00	3,000.00	3,000.00	0.00
2425-3138	Tool Replacement Cost	0.00	0.00	1,000.00	1,000.00	0.00
2425-3300	Conference, Training, Education	0.00	0.00	7,000.00	7,000.00	0.00
2425-4002	Interfund Charges - Central Supply	0.00	0.00	600.00	600.00	0.00
2425-4005	Interfund Charges - Vehicle Repairs	0.00	0.00	19,493.00	19,493.00	0.00
2425-4007	Interfund Charges - Vehicle Replacem	0.00	0.00	11,667.00	11,667.00	0.00
2425-4018	Interfund Charges-Computer Maint.	0.00	0.00	77,369.00	77,369.00	0.00
2425-4020	Interfund Charges - Computer Replace	0.00	0.00	14,616.00	14,616.00	0.00
NET Account: Expense:		145,228.40	145,228.40	1,312,414.00	1,167,185.60	11.07
TOTAL Dept 414: Community Development - Code Enforcement:		98,520.43	98,520.43	276,219.00	177,698.57	35.67
TOTAL Fund 10800: Code Enforcement:		98,520.43	98,520.43	276,219.00	177,698.57	35.67

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2016
To 06/30/2017

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 10865: LEA Tire Grant						
Dept 432: LEA Tire Grant						
Account: Revenue						
2427-8428	Current Year Allocation-LEA Grant	0.00	0.00	18,338.00-	18,338.00-	0.00
	NET Account: Revenue:	0.00	0.00	18,338.00-	18,338.00-	0.00
Account: Expense						
2427-1010	Salaries / Full-time	158.62	158.62	6,335.00	6,176.38	2.50
2427-1050	Salaries / Uniform Pay	22.65	22.65	0.00	22.65-	0.00
2427-2000	Public Employees Retirement System	402.90	402.90	1,725.00	1,322.10	23.36
2427-2002	Long Term Disability Insurance	1.04	1.04	23.00	21.96	4.52
2427-2003	Life Insurance Premiums	0.34	0.34	0.00	0.34-	0.00
2427-2004	Worker's Compensation Insurance	27.75	27.75	531.00	503.25	5.23
2427-2005	Medicare Tax-Employer's Share	4.17	4.17	96.00	91.83	4.34
2427-2008	Deferred Compensation/Full-time	11.28	11.28	266.00	254.72	4.24
2427-2009	Unemployment Insurance	0.00	0.00	215.00	215.00	0.00
2427-2010	Section 125 Benefit Allow.	92.45	92.45	2,607.00	2,514.55	3.55
2427-3120	Other Supplies	0.00	0.00	205.00	205.00	0.00
2427-3300	Conference, Training, Education	0.00	0.00	6,956.00	6,956.00	0.00
	NET Account: Expense:	721.20	721.20	18,959.00	18,237.80	3.80
	TOTAL Dept 432: LEA Tire Grant:	721.20	721.20	621.00	100.20-	116.14
Dept 436: Tire Amnesty Grant						
Account: Revenue						
2428-8455	Tire Amnesty Grant	0.00	0.00	39,649.00-	39,649.00-	0.00
	NET Account: Revenue:	0.00	0.00	39,649.00-	39,649.00-	0.00
Account: Expense						
2428-1010	Salaries / Full-time	512.01	512.01	5,280.00	4,767.99	9.70
2428-2000	Public Employees Retirement System	515.54	515.54	1,438.00	922.46	35.85
2428-2002	Long Term Disability Insurance	2.30	2.30	19.00	16.70	12.11
2428-2003	Life Insurance Premiums	0.53	0.53	0.00	0.53-	0.00
2428-2004	Worker's Compensation Insurance	52.58	52.58	443.00	390.42	11.87
2428-2005	Medicare Tax - Employer's Share	9.09	9.09	80.00	70.91	11.36
2428-2008	Deferred Compensation / Full-time	24.71	24.71	222.00	197.29	11.13
2428-2009	Unemployment Insurance	0.00	0.00	180.00	180.00	0.00
2428-2010	Section 125 Benefit Allow.	150.61	150.61	2,173.00	2,022.39	6.93
2428-3012	Advertising - Other	0.00	0.00	4,318.00	4,318.00	0.00
2428-3040	Contracted Services	0.00	0.00	25,545.00	25,545.00	0.00
2428-3120	Other Supplies	0.00	0.00	665.00	665.00	0.00
	NET Account: Expense:	1,267.37	1,267.37	40,363.00	39,095.63	3.14
	TOTAL Dept 436: Tire Amnesty Grant:	1,267.37	1,267.37	714.00	553.37-	177.50
	TOTAL Fund 10865: LEA Tire Grant:	1,988.57	1,988.57	1,335.00	653.57-	148.96
	REPORT TOTALS:	100,509.00	100,509.00	277,554.00	177,045.00	36.21

*** End Of Report ***

REPORT TO THE CITY COUNCIL

MEETING OF: September 14, 2016

AGENDA ITEM NUMBER: 3E

APPROVED BY:


Executive Director


Neighborhood Preservation Supervisor

Subject: Activity Report – Code Enforcement Division

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

HISTORY/BACKGROUND

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

RECOMMENDATION

No action is required.

JET/cm

Attachment:
-Activity Report

REPORT FOR AUGUST 1 – AUGUST 31, 2016

Foreclosed Property Activities

	Activity	Amount
1.	Total Foreclosed Property Cases	108
2.	Monitoring (Occupied)	91
3.	Active Cases	17
*4.	Properties Sold this month and/or Closed	7
5.	Properties Registered	4
6.	Citations Issued	5

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

Code Enforcement Activities

	Activity	Total for Month	Year to Date (From 7/1/2016)
1.	Files Opened <i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i>	152	254
2.	Files Closed <i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i>	84	166
3.	Active Files <i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i>	821	N/A
4.	Citations Issued <i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i>	8	13
5.	Abandoned Vehicles Tagged (Cases Opened)	57	99
6.	Abandoned Vehicles Towed (Cases Closed)	3	8
7.	Abandoned Vehicles Removed (Cases Closed)	44	103
8.	Active Abandoned Vehicle Files	111	N/A
9.	Weed Abatement Files Opened	0	0

Accounts Receivables Activities

	Activity	Total for Month	Year to Date (From 7/1/2016)
1.	Fines/Citations, Penalties, and Enforcement Fees <i>Levied</i>	\$10,900.00	\$21,550.00
2.	Fines/Citations, Penalties, and Enforcement Fees <i>Collected</i>	\$26,467.50	\$41,730.00
3.	Registration Fees for Vacant/Abandoned Buildings and Foreclosed Properties <i>Collected</i>	\$220.00	\$1,450.00
4.	Removed for Collections - Fines, Penalties, Citations and Towing Fees sent to Financial Credit Network	\$6,985.00	\$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	136	136	\$158,188.32	\$158,188.32
2.	Lien Confirmations	8	11	\$2,251.76	\$117,827.09
3.	Liens turned over to Assessor	8	8	\$2,251.76	\$2,251.76

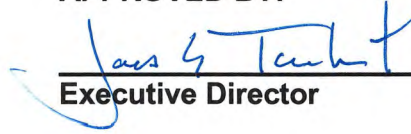
Files currently being reviewed for appropriate action – 0

REPORT TO THE CITY COUNCIL

MEETING OF: September 14, 2016

AGENDA ITEM NUMBER: 3F

APPROVED BY:


Executive Director

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

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

HISTORY/BACKGROUND

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

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

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

Fiscal Year	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	TOTAL
2010-11	\$ 9,845	\$ 7,980	\$ 5,806	\$ 7,953	\$10,873	\$12,240	\$10,304	\$5,354	\$11,147	\$19,446	\$13,501	\$42,760	\$157,209
2011-12	\$22,646	\$35,955	\$22,782	\$42,900	\$45,553	\$71,297	\$67,720	\$64,524	\$52,238	\$23,612	\$28,641	\$45,809	\$523,678
2012-13	\$33,216	\$36,791	\$24,520	\$56,500	\$61,504	\$62,101	\$60,271	\$76,941	\$70,142	\$61,138	\$66,261	\$22,660	\$632,045
2013-14	\$73,253	\$41,445	\$40,692	\$116,589	\$58,036	\$47,573	\$94,700	\$64,214	\$18,911	\$31,682	\$51,773	\$9,043	\$647,915
2014-15	\$12,262	\$60,675	\$171,037	\$38,146	\$129,213	\$37,074	\$11,836	\$27,967	\$144,602	\$29,078	\$75,658	\$8,867	\$753,645
2015-16	\$27,183	\$83,589	\$2,393	\$88,406	\$34,598	\$26,218	\$16,834	\$88,144	\$76,912	\$67,380	\$122,878	\$39,338	\$673,872
2016-17	\$17,905	\$26,639											\$44,543
TOTAL													\$3,432,908

RECOMMENDATION

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

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

**BOARD MEETING OF:
AGENDA ITEM NUMBER:**

**September 14, 2016
3G**

APPROVED BY:



Neighborhood Outreach Coordinator



Executive Director

Subject: Update on Neighborhood Outreach Activities.

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

History/Background:

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

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

I. National Night Out (NNO) follow-up

- a. The National Night Out was a big success this year.
- b. A neighborhood watch leaders meeting will be planned for Thursday, September 22, 2016.
- c. We will seek the leaders' inputs and feedback on this year's NNO.
- d. The Neighborhood Outreach staff will incorporate the leaders' feedback to improve next year's NNO and prepare the Involvement Committee for it.

II. Neighborhood Meetings:

a. August Meetings

1. Date: August 11, 2016; Location: High Street (John Wells); Time: 6 P.M. -7 P.M. (2nd N/W)
2. Date: August 16, 2016; Location: North D Street; Time: 6 P.M. -7 P.M. (1st N/W)
3. Date: August 25, 2016; Location: Westgate Drive; Time: 6 P.M. -7 P.M. (1st N/W)

b. Upcoming Meetings

1. September 02, 2016; Location: St Mary Avenue; Time: 6 P.M. - 7 P. M. (2nd N.W)
2. September 06, 2016; Location: Orchard Avenue; Time 6 P.M. – 7 P.M. (2nd N.W.)
3. September 15, 2016; Location: Rosewood Court; Time 6 P.M. - 7 P.M. (3rd N.W.)
4. September 20, 2016; Location: 113 Sassafras Drive; Time: 6 P.M. – 7 P.M. (1st N.W)

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

III. Curb Stripe Initiative

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

IV. Parents for Students Success

- a. We met with MUSD Superintendent Gonzalez to discuss how we could collaborate on implementing the program. We connected with the appropriate individuals who will help us in successfully getting the program running.
- b. Parent recruitment has started for the program. Monroe School has already experienced an increase in parent participation.

V. City Formal Internship Program

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

VI. American Red Cross Volunteer Training

- a. The Madera Team had a meeting on September 13th at the RDA, Conference Room.
- b. The next meeting will be held on October 16th at the RDA from 6 P.M. to 8 P.M.
- c. The Outreach Team will continue on its quest to recruit volunteers for Madera.

VII. Outreach Activities:

- a. The Outreach staff will be at the Madera Fair on September 8, 2016 from 4 P.M. to 10 P.M., promoting Neighborhood Watch, the Curb Stripe Program, and Graffiti Program.
- b. The Outreach staff will be at the Madera County Old Timer's Day Celebration on September 24, 2016 from 8 A.M. to 3 P.M., promoting Neighborhood Watch, the Curb Stripe Program, and Graffiti

VIII. Other Projects& Programs:

a. Community Partnership:

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

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

- ii. The next meeting will be held on Thursday, September 15th, at 2:00 PM, at the Salvation Army Facility.

b. Transforming Our City

1. There was a meeting on Thursday, August 25, 2016 at the RDA. The group continues its proactive discussion to identify key diverse leaders to address the most urgent needs of our city

c. SCORE

1. The team will continue to recruit for volunteers
 - i. We recruited volunteers and are preparing them for registration and training.
 - ii. We are set to launch our new workshops starting October.
2. Workshops have been set.
 - i. October 2, 2016; Topic: Marketing 101; Language: English; Time: 9:30-11:30 A.M.
 - ii. October 19, 2016; Topic: Marketing 101; Language: Spanish; Time: 8:00-10:00 A.M.
 - iii. October 26, 2016; Topic: How to do business in the City of Madera; Language: English; Time: 9:30-11:30 A.M.
 - iv. November 2, 2016; Topic: How to do business in the City of Madera; Language: Spanish; Time: 8:00-10:00 A.M.
 - v. November 02, 2016; Topic: Funding Sources; Language: English; Time: 9:30-11:30 A.M.
 - vi. November 02, 2016; Topic: Funding Sources; Language: Spanish; Time: 8:00-10:00 A.M.

d. Madera Downtown Association

1. The Madera Downtown Association had its meeting on September 14TH at the RDA. They discussed the launching of the social media platform and marketing of downtown businesses and the downtown area.

e. High School New Student Convocation

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

f. Neighborhood of Choice

- i. Our team met on Thursday, August 18th at the Redevelopment Agency. We finalized the grant application the Madera Board of Realtors will be submitting
- ii. The standards are memorialized.
- iii. If grant is awarded, then our team will proceed to creating a committee that will be charged of implementing this new program.

- iv. Next meeting will be held on Friday, September 10th at 10:00 AM at the Redevelopment Agency.

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.

CITY OF MADERA

REPORT TO THE CITY COUNCIL

BOARD MEETING OF: September 14, 2016

AGENDA ITEM NUMBER: 3H

APPROVED BY:


Neighborhood Preservation Supervisor


Executive Director

Subject: Consideration of a Resolution Approving an Agreement with Madera District Fair for Use of the Fairgrounds Parking Area for the Staging of Upcoming Waste Tire Amnesty Day Events in the Fall of 2016

Summary: The City Council will consider a resolution approving an agreement with Madera District Fair for use of their parking lot area for staging upcoming Waste Tire Amnesty Day Events on October 15, 2016.

HISTORY/BACKGROUND

By previous action, the Agency has authorized Waste Tire Amnesty Day Events to occur in and around the City to divert waste tires from the City and County to be recycled in Hollister, CA using funding from the Department of Resources Recycling and Recovery (CalRecycle).

SITUATION

The Madera District Fair administration has agreed to allow the City use of their facilities for upcoming Waste Tire Amnesty Day Events to be held on October 15, 2016. The cost per event is \$250.00 with a provision that the City provide proof of insurance. The program will be a controlled event and will be restricted by the guidelines provided by CalRecycle. With the exception of this rental fee, the funds received from the Amnesty Grant will cover the costs incurred in sponsoring the Waste Tire Amnesty Day Events.

LINKAGE TO VISION 2025

Strategy 437 - Promote Recycling through multiple programs.

RECOMMENDATION

Staff recommends the City Council adopt the resolution approving the rental agreement with the Madera District Fair for upcoming Waste Tire Amnesty Day Events.

Attachment:

- Resolution (City)
- Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MADERA APPROVING THE AGREEMENT WITH MADERA
DISTRICT FAIR FOR THE USE OF A PORTION OF THE PARKING
LOT FOR THE STAGING OF UPCOMING WASTE TIRE
AMNESTY DAY EVENTS IN FISCAL YEAR 2016

WHEREAS, The Neighborhood Revitalization Department has determined the parking lot at the
Madera District Fairgrounds to be the most central location for the Waste Tire Amnesty Day Event;
and

WHEREAS, Madera District Fair has agreed to charge rental fees of \$250.00 per event and
allow the City of Madera use of the fairgrounds for Waste Tire Amnesty Day Events to be held on
October 15, 2016; and

WHEREAS, the Neighborhood Revitalization Department shall provide proof of insurance to the
Madera District Fair.

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

1. The recitals listed above are true and correct.
2. The agreement as described above which is on file in the office of the City Clerk and which is
referred to for more particulars is hereby approved.
3. The Mayor is hereby authorized to execute the agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

* * * * *

RENTAL AGREEMENT

☐ Fairtime

☒ Interim

THIS AGREEMENT by and between the **21-A District Agricultural Association,**
called the Association, and **City of Madera**

hereinafter
hereinafter called the Renter,

WITNESSETH:

1. **THAT WHEREAS**, the Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association premises beginning on October 15, 2016, at 8 AM and ending on **the same day by 2:00 PM.**

Event may not exceed 8 hours.

2. **NOW, THEREFORE**, Association hereby grants to the renter the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this agreement: **Portion of Lot B. Set up and tear down days are included when paid for or approved by Fair manager.**

Bounce Houses Are Not Allowed At Any Event, Unless Required Insurance Is Provided

3. The purposes of occupancy shall be limited to: **Tire Amnesty** and shall be for no other purposes whatsoever.
4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
 - **\$250.00 rental fee for Portion of Lot B.**
 - **Total Rental Fees: \$250.00**
 - **Rental deposit of \$125.00 due on or before 09/30/2016 with Signed Contracts. (\$125.00 rental deposit is non-refundable if event date is cancelled or date changed).**
 - **Balance and Insurance Certificate are due in the office on or before 09/30/2016.**
5. Renter agrees to pay fees required by Association for: **Portion of Lot B** and to guarantee the payment of:
 - (a) Any money which may be payable to Association under this agreement;
 - (b) Any damage to Association property; and utility charges, if any;
 - (c) Removal of all property and the leaving of the premises in a condition satisfactory to Association.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to indemnify and save harmless Association and the State of California their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the renter may be liable under any worker's compensation law and renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by renter of the privileges herein granted.
8. Renter further agrees that he/she will not sell, exchange or barter, or permit his/her employees to sell, exchange or barter, any permits issued to renter or his/her employees hereunder.
9. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The “Rules and Regulations” printed on page 2 of this document are incorporated herein and made a part of this agreement. Renter agrees that he/she has read this agreement and the said “Rules and Regulations” and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event renter fails to comply in any respect with the terms of this agreement and the “Rules and Regulations” referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: The CFSA Insurance Statement (if applicable) is attached and incorporated into this agreement.
- **Exhibit “A” Insurance Statement**
 - **Exhibit “B” Rental Policy**
 - **Exhibit “C” Standard Contract Terms and Conditions**
 - **Exhibit “D” Reservation Form, are incorporated herein and made a part of this agreement.**
- Actual costs may vary due to additional equipment, labor, damages, security, and/or other unanticipated costs.**
14. This agreement is not binding upon association until it has been duly accepted and signed its authorized representative, and approved (if required) by the Department of Food and Agriculture, Division of Fairs & Expositions, and the Department of General Services.
15. **FORCE MAJEURE.** If either Contractor or the 21-A DAA will be delayed or prevented from the performance of any act required hereunder by reason of acts of God, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement) or other cause without fault and beyond the control of the party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Nothing in this Paragraph shall excuse Contractor from prompt payment of any rent, taxes, insurance or any other charge required of Contractor, except as may be expressly provided in this Agreement.

IN WITNESS WHEREOF, this agreement has been executed, by and on behalf of the parties hereto, the day and year first above written.

21-A District Agricultural Association

Address 1850 W. Cleveland Ave., Madera, CA 93637

City of Madera, Renter

Address 428 E. Yosemite Ave., Madera 93638

By _____
Title Tom Mitchell, CEO Date _____

By _____
Title Mayor - Date _____



RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct his/her business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
3. All buildings, tents, or enclosures erected under the terms of the "Rental Agreement" shall have the prior approval of Association and local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Upon request, renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Upon request, renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the "Rental Agreement" according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the right and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privileges provided in the "Rental Agreement", and that any and all exclusives granted renter shall not include the carnival and the carnival area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public under the "Rental Agreement"; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but renter must, at his/her own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by renter within or outside his/her space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his/her patrons or to other concessionaires or exhibitors and the decision of Association as to the desirability of any such sound-producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his/her space in which money is used as a prize or premium, and that he/she will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the space allotted to renter, reasonable wear and tear and damage from causes beyond renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of renters, but Association shall not be responsible for loss or damage to the property of renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by renter must be removed from the buildings and grounds by renter, at his/her own expense, not later than a date specified by Association. It is understood in the event of renter's failure to vacate said premises as herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of renter to remove and store the concession and all other material of any nature whatsoever, at the renter's risk and expense, and renter shall reimburse Association for expenses thus incurred.
14. No renter will be permitted to sell or dispose of anywhere on the fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Association authorizes renter in writing and unless he/she holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial relations must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This "Rental Agreement" shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
20. The parties hereto agree that renter, and any agents and employees of renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

INSURANCE REQUIREMENTS**I. Evidence of Coverage**

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events all types with a paid gate and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types without a paid gate and with any Rough Stock events; \$1,000,000 per occurrence for Rodeo Events All Types without any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.
 - b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
 - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

MADERA DISTRICT FAIR RENTAL POLICY SUMMARY

EXHIBIT "B"

DATES AND DEPOSITS: Dates will be assigned up to one year in advance. Assignment will be on a first-come, first-served basis, for except annual events which will be allowed two weeks after the close of their event to reserve, with deposit, the same date for the following year. If a deposit is not received, the Association will release the dates without notice.

TO RESERVE A DATE: 50% of the rental fee is non refundable. This deposit will be forfeited if event date is canceled or changed.

PAYMENT: Additional rental fees such as maintenance, cleaning/breakage deposit, insurance, security contract and all other fees and documents are due and payable 2 weeks prior to the event. If not received by this time, the event maybe subject to cancellation or a \$50.00 late fee.

DEPOSIT: The Madera District Fair requires a cleaning/breakage deposit, the amount will be indicated on contracts and will be determined on the size of the event. The deposit is refundable within 5 business days after the event, less any fees for labor, cleanup, overtime, damages, etc.

SECURITY: Security is required for all functions. Renter is recommended to contract with Security Company from Madera Fair's pre-approved list. Security to begin at start of event until event concludes. 1 security guard for every 50 people is required plus 1 extra guard for the parking lot. Hired Security Company has the authority to end an event for any of the following reasons: number of people exceeds the number of people on security agreement and or rental agreement, minors are consuming alcohol, or if the public's safety is at risk. The Fair has the ultimate authority to determine the number of guards for each event.

RENTAL HOURS: Access to buildings for decorating and cleanup are from 8:00 AM to 1:00 AM (unless noted otherwise in contract). "Event" hours may not exceed 8 hours. The building must be clean, completely empty and ready to lock at 1:00 AM. If the "Event" hours exceed the 8 hours, or if the event goes past 1:00am, overtime charges of \$100.00 per hour will apply.

INSURANCE: All renters will be required to provide evidence of insurance protecting the State of California and the 21-A District Agricultural Association from occurrences as to bodily injury and property damage. Insurance may be purchased through the Fair. (See Exhibit "A" Insurance Requirements)

ALCOHOL: Anyone planning to charge an admission fee, (either direct or donation) or sell alcoholic beverages (direct sales, script, or included in admission fee) MUST obtain a valid liquor license from the Department of Alcoholic Beverage Control (ABC), 3640 E. Ashlan, Fresno 93726, (209 225-6334). Alcoholic beverages in bottles must be served into cups from behind bar. Cans are permitted, but must be opened at the bar. Limit 2 open drinks per person. Renter must make reasonable effort to encourage responsible drinking and to prevent minors from drinking.

SET UP: Renter must submit a floor plan (layout) along with specifications for the event 2 weeks prior to the day of the event. If set-up is not turned in on time renter will receive a standard set-up. All set-ups are limited to the ability of the Fair to provide the equipment requested. Any alterations requiring staff, to modify floor plan or to change the set up once the set-up has been approved will be charged at the current hourly rate per maintenance person (a \$25 minimum will apply). Day before set up is for decorating only.

DAY BEFORE FEES & SCHEDULE:

Hatfield Hall:	\$250.00	10:00am – 8:00pm
	\$50.00	12:00pm – 4:00pm *if available 2 weeks prior to event

Home Arts Hall:	\$150.00	10:00am – 8:00pm
	\$50.00	12:00pm – 4:00pm *if available 2 weeks prior to event

DAY AFTER FEES & SCHEDULE: Renter may come in the day after to cleanup in the halls between the hours of 10:00am – 2:00pm. A \$75.00 fee will be applied. Renter understands that the day after cannot be guaranteed until 2 weeks prior to the event date.

DECORATIONS: Renter may NOT use any glitter, nails, tack pins, staples, or tape that can damage the surface of walls.

HALLS: Home Arts Hall is equipped with Evaporated Coolers ONLY! By signing the rental agreement, renter agrees to rent hall in an as is condition.

FIRE HAZARD INFO:

- *All fabric or pliable canopy covers, side/back drops and decorative material must be inherently fire resistive or treated.
- *Electrical extension cords shall be of the heavy-duty three wire (grounded), hard-usage type.
- *Electrical equipment and installation shall be inspected and approved by a qualified person.
- *Fire hoses, fire extinguishers or other fire equipment shall not be blocked or obstructed at any time.
- *NO blocking or obstruction of exit (s).
- *Doors shall not be locked or chained.
- *Decorative Materials shall be inherently flame resistive or treated.

CLEAN-UP: Buildings or grounds must be in same conditions as it was immediately prior to the event. If clean up is required by the Fair, the renter will be charged at the current hourly rate per maintenance person (see labor charges below). Total charges will be deducted from the deposit, but not limited to the deposit. The renter is responsible for all charges and expenses resulting from damages to the buildings and/or grounds.

LABOR CHARGES: \$25.00 per hour for regular employee and \$35.00 per hour for a supervisor employee.

AUTHORIZATION: Fair personnel may enter event or facility at any time. Fair personnel also have the authority to end an event if it is in the best interest of The Madera District Fair. Such actions that warrant the ending of an event, include but not limited to minors consuming alcohol, destruction of property, overcrowding, fighting, public safety etc. Renter is responsible for the action of the people at their event.

ADDITIONAL EQUIPMENT FEES & CHARGES:

220 power plug – Hatfield Hall \$100.00
220 power plug Not Available for Home Arts Hall

Manlift - \$50.00 for a minimum of 30 minutes or less, \$25.00 charge for each additional 15 minutes.

Boomlift - \$80.00 for a minimum of 30 minutes or less, \$50.00 charge for each additional 15 minutes.

****Limited availability on the usage of the manlift/boomlift. Renter must make arrangements with the fair office prior to the event****

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause/Statement of Compliance (GC 12990/CCR 8103-8120)

During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provision of the Fair Employment and Housing Act (Gov. Code Section 12900, et seq.) and the applicable regulations promulgated there under (CA Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code Section 12990 (a-f), set forth in Ch. 5 of Div. 4 of Title 2 of the CA Code of Regulations are incorporated into this contract by reference and made part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

Contractor by signing this contract hereby certifies, unless specifically exempted, compliance with Gov. Code 12990 (a-f) and CA Code of Regulations, Title 2, Div. 4, Ch. 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

6. Termination

The fair reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

7. **Governing Law**

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

8. **Conflict of Interest (PCC 10410, 10411, 10420)**

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. **Contractor Name Change**

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

10. **Air or Water Pollution Violation (WC 13301)**

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

MADERA DISTRICT FAIR

INTERIM FACILITY RESERVATION FORM

OFFICE USE ONLY:

Exhibit "D"

Contract # 16153

Last Contract 16092

NAME OF RENTER/ORGANIZATION: City of Madera

(Individuals renting the fairgrounds must be at least 18 years of age or older)

Contact Person (s): Andrew Martinez Contact Phone: 509-5186

Mailing Address: 428 E. Yosemite Ave. Madera 93638

Contact Email: _____ Alt. Contact #: _____

DATE (S) OF EVENT: October 15, 2016 HOURS OF EVENT: 8:30 am - 1:30 pm

TYPE OF EVENT: Fire Amnesty ESTIMATED # OF PEOPLE: _____

Event Open to the Public? ☒ Yes ☐ No Alcohol served? Yes ☒ No sold? Yes ☒ No

Event Information for the public and our website (only for events open to the public) :

Phone: _____ E-Mail _____ Website: _____

HATFIELD HALL _____

JOE VAN ALLEN HALL _____

VAN ALLEN with HH _____

HOME ARTS HALL _____

OTHER BUILDING (S)/AREA (S) REQUESTED:

portion of Lot B

Bring in own porta potties.

Cost of Rental Area: \$ 250-

Damage/Cleaning Deposit: \$ _____

Day before set up: \$ _____

Day After for clean up: \$ _____

Insurance: \$ _____

Liquor Liability Insurance: \$ _____

Additional Charges: \$ _____

ESTIMATED COST OF RENTAL: \$ 250-

Non-Refundable Amount \$ 125-

Important Policy Notices - Please Read Carefully

1. A non-refundable reservation fee is due upon booking of the function to guarantee hold on rental. This money will be forfeited if date is changed or cancelled. (50 % of rental fee)
2. Final payment & copies of all insurance documents, security contracts, set up & alcohol license or permits that are required must be on file in the Fair Office 2 weeks prior to your event or the event may be cancelled. Due Date: _____
3. Fair personnel may enter an event or any facility at any time. Fair personnel also have the authority to end an event if it is in the best interest of the Madera District Fair. Such actions that warrant the ending of an event are, minors consuming alcohol, destruction of property, overcrowding, fighting, public safety etc. Renter is responsible for the action of the people at their event.
4. By submitting and signing this reservation for, I understand and acknowledge that the MDF has fully explained the reservation and contracting process, including the specific terms and conditions to be included in the contract. Further, I understand that in holding my reservation the MDF will incur certain expenses in processing the contract and that the particular date (s) I have requested will be unavailable to other potential contractors, which may result in lost revenue to the MDF if I subsequently choose not to execute the contract. I fully understand that in submitting this reservation request and to cause the MDF to hold the requested date (s) for my event, I am required to pay a non-refundable deposit. Because time is of the essence, I also understand and agree that I will execute the contract and return the signed Rental Agreement to the MDF by the specified date. I further understand and agree, that in the event I fail to sign and return the agreement to the MDF within the specified time, that this will constitute a material breach of this reservation agreement; that the MDF will have been damaged; that the amount of damages is speculative and uncertain; and that I will forfeit, at the sole discretion of the District, the entire deposit as liquidated damages for the breach of this agreement.

By signing, I acknowledge that I fully understand and agree to the terms of this rental form. Andrew Pester

REPORT TO SUCCESSOR AGENCY BOARD TO THE FORMER MADERA REDEVELOPMENT AGENCY

SUCCESSOR AGENCY MEETING OF SEPTEMBER 14, 2016
AGENDA ITEM NUMBER 3I

APPROVED BY:


Finance Department


Executive Director


Successor Agency Manager

SUBJECT: Investment Activity Report for the Quarter Ending June 30, 2016

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

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

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

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

DISCUSSION: The Investment Report being presented this evening is for the quarter ended June 30, 2016.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Approval of the quarterly investment report is not addressed in the vision or action plans. There is no formal action being requested, therefore, no conflict exists with any of the actions or goals contained in the Vision Madera 2025 Plan.

City of Madera
Council Investment Report
 Report Format: By Transaction
 Group By: Asset Class
 Average By: Market Value
Portfolio / Report Group: Report Group: Successor Agency
As of 6/30/2016

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
Federal Agency Securities										
FHLMC 1 7/28/2017	3137EADJ5	1.36	FHLMC Bond	12/23/2013	0.978	155,000.00	155,119.35	155,663.40	7/28/2017	393
FNMA 0.75 4/20/2017	3135G0ZB2-A	14.97	FNMA Bond	4/11/2016	0.530	1,714,000.00	1,717,856.50	1,717,462.28	4/20/2017	294
FNMA 0.75 4/20/2017	3135G0ZB2-B	2.30	FNMA Bond	4/11/2016	0.750	263,591.75	263,591.75	264,124.21	4/20/2017	294
FNMA 0.75 4/20/2017	3135G0ZB2-98	1.42	FNMA Bond	4/11/2016	0.530	163,000.00	163,366.75	163,329.26	4/20/2017	294
FNMA 0.875 5/21/2018	3135G0WJ8	1.39	FNMA Bond	12/23/2013	1.430	159,000.00	155,239.65	159,629.64	5/21/2018	690
FNMA 0.875 5/21/2018	3135G0WJ8	2.49	FNMA Bond	12/23/2013	1.430	285,000.00	278,259.75	286,128.60	5/21/2018	690
Sub Total / Average		23.94			0.722	2,739,591.75	2,733,433.75	2,746,337.39		364
Interest Bearing Accounts										
Bank of New York Cash	CASH0340-2	0.54	Cash	10/31/2013	0.000	62,384.79	62,384.79	62,384.79	N/A	1
Bank of New York Cash	CASH0336	0.00	Cash	8/22/2013	0.000	48.64	48.64	48.64	N/A	1
Bank of New York Cash	CASH2544	0.00	Cash	8/22/2013	0.000	28.49	28.49	28.49	N/A	1
Bank of New York Mellon Cash	CASH0371	0.00	Cash	8/22/2013	0.000	7.27	7.27	7.27	N/A	1
Bank of New York MM	MM0342-2	0.00	Money Market	8/31/2013	0.000	0.01	0.01	0.01	N/A	1
Bank of NY Project Redemption Cash	CASH2595-2	0.00	Cash	8/22/2013	0.000	10.89	10.89	10.89	N/A	1
BONY Debt Service Reserve Cash	CASH0375-2	0.01	Cash	6/30/2013	0.000	1,004.37	1,004.37	1,004.37	N/A	1
BONY Debt Service Reserve Cash	CASH0375-1	0.00	Cash	6/30/2013	0.000	532.61	532.61	532.61	N/A	1
BONY Debt Service Reserve Cash	CASH0340-1	0.34	Cash	6/30/2013	0.000	39,285.67	39,285.67	39,285.67	N/A	1
BONY Interest Acct Cash	CASH0337	0.00	Cash	3/3/2014	0.000	3.65	3.65	3.65	N/A	1
BONY Interest Acct Cash	CASH0372	0.00	Cash	3/3/2014	0.000	0.55	0.55	0.55	N/A	1
BONY Project Interest Cash	CASH2540	0.00	Cash	3/3/2014	0.000	2.14	2.14	2.14	N/A	1
BONY Project Interest Cash	CASH2596	0.00	Cash	3/3/2014	0.000	0.82	0.82	0.82	N/A	1
BONY Project Policy Payment Cash	CASH2553	0.00	Cash	6/30/2013	0.000	1.00	1.00	1.00	N/A	1
BONY Project Redemption Cash	CASH2595-1	0.00	Cash	6/30/2013	0.000	1.00	1.00	1.00	N/A	1
BONY Project Reserve Account Cash	CASH2593-1	0.01	Cash	6/30/2013	0.000	795.51	795.51	795.51	N/A	1
BONY Project Reserve Account Cash	CASH2543	0.00	Cash	6/30/2013	0.000	1.00	1.00	1.00	N/A	1
BONY Project Reserve Account Cash	CASH2593-2	0.01	Cash	6/30/2013	0.000	1,318.40	1,318.40	1,318.40	N/A	1

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
Union Bank-Checking Cash	CASH4806	13.28	Cash	6/30/2013	0.000	1,522,920.10	1,522,920.10	1,522,920.10	N/A	1
Sub Total / Average		14.20			0.000	1,628,346.91	1,628,346.91	1,628,346.91		1
Local Agency Investment Fund										
LAIF LGIP	LGIP0001	60.07	Local Government Investment Pool	6/30/2013	0.576	6,890,693.01	6,890,693.01	6,890,693.01	N/A	1
Sub Total / Average		60.07			0.576	6,890,693.01	6,890,693.01	6,890,693.01		1
Negotiable Certificate of Deposit Securities										
First Financial Bank, FL 0.7 8/24/2016	32021MDF3	1.79	Negotiable Certificate Of Deposit	8/24/2012	0.700	205,000.00	205,000.00	205,070.11	8/24/2016	55
Sub Total / Average		1.79			0.700	205,000.00	205,000.00	205,070.11		55
Total / Average		100			0.531	11,463,631.67	11,457,473.67	11,470,447.42		89

REPORT TO THE CITY COUNCIL

BOARD MEETING OF: September 14, 2016
AGENDA ITEM NUMBER: 4A

APPROVED BY:


Neighborhood Preservation Specialist


Executive Director

Subject: Waste Tire Amnesty Day Events

Summary: The Board is being provided with a report on the Waste Tire Amnesty Day Events held periodically throughout the year.

HISTORY/BACKGROUND

The Waste Tire events are coordinated by the City of Madera and funded by a grant from the Department of Resources Recycling and Recovery (CalRecycle). The events allow residents to clean their properties of excess waste tire accumulation for free. The events are date-specific for the public and are not intended for the disposal of waste tires from waste tire generating businesses or haulers. The events are organized in such a manner where citizens are requested to call the Neighborhood Revitalization office prior to the day of the event to make a reservation. Each citizen is given an exemption letter authorizing them to haul & dispose of up to **twenty** (20) tires at no charge. On the day of the event, when they bring their tires to the fairgrounds, residents submit the exemption letter. Participation is limited only to residents living in the city and county of Madera, and therefore proof of residency must be presented at the time of check in. Registration is verified by Citizens on Patrol, a volunteer group from the County of Madera. The tires are removed from the vehicles by Local Conservation Corp (LCC) members and Court Workers (CISP) serving community hours. The tires are loaded onto trailers provided by West Coast Rubber Inc. and transported to a permitted recycling location in Hollister, CA.

- ✓ Announcements of these events are made public through the following sources:
 - Utility billing statements
 - Mailing lists
 - Newspaper (Madera Tribune)
 - Farm Bureau Newsletter
 - Radio Public Service Announcements
 - City of Madera Facebook Page
- ✓ Staff participants in these events are:
 - Neighborhood Revitalization Dept staff
 - Citizens on Patrol
 - Public Works Dept staff
 - Madera County
 - Fresno EOC (LCC)
 - CISP Workers

VISION 2025 LINKAGE

This item is not in conflict with any of the actions or goals contained in the Vision Madera 2025 Action Plan.

RECOMMENDATION

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

Attachment:
- Photos



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

BOARD MEETING OF: September 14, 2016
AGENDA ITEM NUMBER: 4B

APPROVED BY:



Executive Director



Redevelopment Manager

Subject: Consideration of a Resolution Amending the Madera Recognized Obligation Payment Schedule (ROPS) 16-17B Representing the Period January 1, 2017 to June 30, 2017

Summary: The Successor Agency will consider a resolution amending the Recognized Obligation Payment Schedule (ROPS) 16-17B for the period January 1, 2017 to June 30, 2017

HISTORY/BACKGROUND

Pursuant to HSC section 34177 (o) (1), in February 2016 the Successor Agency submitted its July 1, 2016 to June 30, 2017 ROPS. The ROPS was subsequently approved by the OB and the State Department of Finance.

Health and Safety Code section 34177 (o) (1) (E) authorizes a successor agency once per Recognized Obligation Payment Schedule (ROPS) period, and no later than October 1, to submit one amendment to the ROPS if the oversight board (OB) finds a revision is necessary for the payment of approved enforceable obligations during the second one-half of the ROPS period. A successor agency may only amend the amount requested for payment of **approved** enforceable obligations.

SITUATION

The Agency has several ongoing projects at different levels of readiness. Staff has determined that funding requirements/estimates have changed resulting in the need to amend the upcoming budget period represented by ROPS 16-17B.

Adelaide/Hunter Subdivision: Prior to dissolution the Agency displaced 63 low income households in conjunction with several projects. H&SC Section 33413 requires that we replace 100% of these units. Dissolution law did not eliminate this requirement, however the Department of Finance's position was that the Successor Housing Agency assumed these responsibilities, however, it is not recognized as an "enforceable obligation" so no funding was provided. 702 and 706 Lilly were purchased with program income from the land sale proceeds from infill/Sugar Pine, the Bravo loan repayment and the Nebraska/Central properties. The acquisition and addition of 702 and 706 Lilly to the Adelaide subdivision will double the size of

this subdivision addressing the Agency's replacement housing requirement. It also increases the infrastructure requirements for this subdivision. The prior estimate of \$451,680 has been increased to \$1,290,755. Therefore a budget amendment is needed to accommodate the growth of the Adelaide/Hunter Subdivision:

ROPS line item 156 Infrastructure Budget Increase.....	\$839,075.00
ROPS line item 155 Demolition and Asbestos Removal Increase	\$100,000.00
1. Yosemite at Elm traffic signal: Continues to jump through CalTrans hoops. A budget amendment is needed to address current estimates.	
ROPS line item 82 Budget Increase.....	\$22,346.00

RECOMMENDATION

Staff recommends the Successor Agency adopt the resolution amending the Madera Recognized Obligation Payment Schedule 16-17B representing the period January 1, 2017 to June 30, 2017.

Attachments:

- Resolution (Agency)
- ROPS

RESOLUTION NO. SA

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AS THE SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, AMENDING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) 16-17B PURSUANT TO SECTION 34177 OF THE CALIFORNIA HEALTH AND SAFETY CODE FOR THE PERIOD JANUARY 1, 2017 THROUGH JUNE 30, 2017

WHEREAS, Health and Safety Code section 34177 (o)(1)(E) authorizes a successor agency once per Recognized Obligation Payment Schedule (ROPS) period, and no later than October 1, to submit one amendment to the ROPS; and

WHEREAS, the City of Madera Successor Agency ("Agency") has determined that an amendment to ROPS 16-17B is necessary for payment of approved enforceable obligations ROPS Line Items 82, 155, & 156; and

WHEREAS, the amendment may only amend the amount requested for payment of approved enforceable obligations.

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

1. The recitals listed above are true and correct.
2. The Agency hereby approves and amends the Recognized Obligation Payment Schedule 16-17B for the period January 1, 2017 through June 30, 2017 attached hereto as Exhibit A.
3. The Agency authorizes and directs the Executive Director to:
 - (a) Present a copy of the amended Recognized Obligation Payment Schedule 16-17B for the period January 1, 2017 through June 30, 2017 to the Oversight Board for approval.
 - (b) Transmit a copy of the amended Recognized Obligation Payment Schedule 16-17B for the period January 1, 2017 through June 30, 2017 by mail or electronic means to the State Department of Finance, the State Controller, Madera County Administrator and Madera County Auditor-Controller.

(c) Post the amended Recognized Obligation Payment Schedule 16-17B for the period January 1, 2017 through June 30, 2017 on the City's website.

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

5. This resolution is effective immediately upon adoption.

* * * * *

PASSED AND ADOPTED by the City Council of the City of Madera as the Successor Agency to the former Madera Redevelopment Agency of the City of Madera this 14th day of September 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert Poythress, Mayor

ATTEST:

Claudia Mendoza, Recording Secretary

Approved as to Legal Form:

J. Brent Richardson, General Counsel

Amended Recognized Obligation Payment Schedule (ROPS 16-17B) - Summary

Filed for the January 1, 2017 through June 30, 2017 Period

Successor Agency: Madera City
County: Madera

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)		ROPS 16-17B Authorized Amounts	ROPS 16-17B Requested Adjustments	ROPS 16-17B Amended Total
A	Enforceable Obligations Funded as Follows (B+C+D):	\$ 127,000	\$ 961,421	\$ 1,088,421
B	Bond Proceeds	127,000	961,421	1,088,421
C	Reserve Balance	-	-	-
D	Other Funds	-	-	-
E	Redevelopment Property Tax Trust Fund (RPTTF) (F+G):	\$ 1,975,505	\$ -	\$ 1,975,505
F	RPTTF	1,850,505	-	1,850,505
G	Administrative RPTTF	125,000	-	125,000
H	Current Period Enforceable Obligations (A+E):	\$ 2,102,505	\$ 961,421	\$ 3,063,926

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

_____ Name	_____ Title
/s/_____ Signature	_____ Date

(Report Amounts in Whole Dollars)

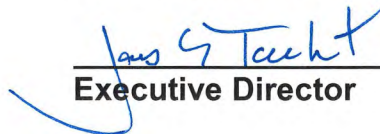
Item #	Project Name/Debt Obligation	Obligation Type	Total Outstanding Balance	AUTHORIZED AMOUNTS					Total	REQUESTED ADJUSTMENTS					Total	Notes
				Fund Sources						Fund Sources						
				Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		
			\$ 110,073,082	\$ 127,000	\$ -	\$ -	\$ 1,850,505	\$ 125,000	\$ 2,102,505	\$ 961,421	\$ -	\$ -	\$ -	\$ -	\$ 961,421	
1	1998 Tax Allocation Bond	Bonds Issued On or Before 12/31/10	\$ 8,442,857	-	-	-	131,642		\$ 131,642						\$ -	
2	2003 Tax Allocation Bond	Bonds Issued On or Before 12/31/10	\$ 22,801,790	-	-	-	339,429		\$ 339,429						\$ -	
3	2008A Tax Allocation Bond	Bonds Issued On or Before 12/31/10	\$ 43,307,089	-	-	-	593,504		\$ 593,504						\$ -	
4	2008B Tax Allocation Bond	Bonds Issued On or Before 12/31/10	\$ 6,203,093	-	-	-	88,179		\$ 88,179						\$ -	
5	BNYMT Trustee fees 1998 Series, continueing disclosure requirements	Fees	\$ 47,500	-	-	-	5,000		\$ 5,000						\$ -	
6	BNYMT Trustee fees 2003 Series, continueing disclosure requirements	Fees	\$ 62,100	-	-	-	5,000		\$ 5,000						\$ -	
7	BNYMT Trustee fees 2008 Series & Arbitrage, continue disclosure requirements	Fees	\$ 181,100	-	-	-	10,000		\$ 10,000						\$ -	
21	Property Management	Property Maintenance	\$ 110,000	1,500	-	-	-		\$ 1,500						\$ -	
31	Herbicide Property Maintenance	Property Maintenance	\$ 14,000	1,500	-	-	-		\$ 1,500						\$ -	
38	Riverside Villas	Bond Funded Project – Pre-2011	\$ 400,000	-	-	-	-		\$ -						\$ -	
43	Avenue 16 Landscape Project	Bond Funded Project – Pre-2011	\$ 250,000	-	-	-	-		\$ -						\$ -	
48	Southwest Industrial Park Master Plan	Bond Funded Project – Pre-2011	\$ 135,000	-	-	-	-		\$ -						\$ -	
54	SA Admin Costs	Admin Costs	\$ 6,000,000	-	-	-	-		\$ -						\$ -	
66	Riverwalk Subdivision	Bond Funded Project – Pre-2011	\$ 1,233,600	-	-	-	-		\$ -						\$ -	
67	Riverwalk Subdivision	Bond Funded Project – Pre-2011	\$ 360,000	-	-	-	-		\$ -						\$ -	
70	Central Madera Street Project	Bond Funded Project – Pre-2011	\$ 80,000	-	-	-	-		\$ -						\$ -	
75	Project Operations	Project Management Costs	\$ 75,000	20,000	-	-	-		\$ 20,000						\$ -	
76	Project Operations	Project Management Costs	\$ 60,000	6,000	-	-	-		\$ 6,000						\$ -	
77	Project Operations	Project Management Costs	\$ 20,000	6,000	-	-	-		\$ 6,000						\$ -	
78	Project Operations	Project Management Costs	\$ 38,000	12,000	-	-	-		\$ 12,000						\$ -	
82	Elm & Yosemite Traffic Signal	Bond Funded Project – Pre-2011	\$ 583,000	-	-	-	-		\$ -	22,346					\$ 22,346	Increase budget to current estimate
83	SA Project Employee Cost	Project Management Costs	\$ 358,000	80,000	-	-	-		\$ 80,000						\$ -	
85	Property Maintenance 428 Yosemite	Property Maintenance	\$ 48,000	-	-	-	-		\$ -						\$ -	
86	Property Maintenance 120 N. E St.	Property Maintenance	\$ 135,000	-	-	-	-		\$ -						\$ -	
95	Property Maintenance 5 E. Yosemite	Property Maintenance	\$ 133,000	-	-	-	-		\$ -						\$ -	
150	Remodel 5 E. Yosemite	Bond Funded Project – Pre-2011	\$ 400,000	-	-	-	-		\$ -						\$ -	
152	Carry forward for next period Debt service	Reserves	\$ 15,588,273	-	-	-	677,751		\$ 677,751						\$ -	
154	Adelaide Subdivision	Bond Funded Project – Pre-2011	\$ 85,000	-	-	-	-		\$ -						\$ -	
155	Adelaide Subdivision	Bond Funded Project – Pre-2011	\$ 80,000	-	-	-	-		\$ -	100,000					\$ 100,000	Asbestos survey and removal, demo structures clear site 702 & 706 Lilly
156	Adelaide Subdivision	Bond Funded Project – Pre-2011	\$ 451,680	-	-	-	-		\$ -	839,075					\$ 839,075	Increase budget to include additional parcels
157	Adell Street Imp Project	Bond Funded Project – Pre-2011	\$ 2,390,000	-	-	-	-		\$ -						\$ -	Total project is no longer feasible
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -						\$ -	
			\$ -						\$ -							

REPORT TO THE SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY

BOARD MEETING OF: September 14, 2016

AGENDA ITEM NUMBER: 5A

APPROVED BY:



Executive Director

Subject: Consideration of a Resolution Approving Fourth Amendment to the Agreement with Blair, Church & Flynn Consulting Engineers for Design and Construction of the Public Improvements for the Central Madera Residential Project.

Summary: The Agency Board will consider a resolution approving the fourth amendment to the agreement with Blair, Church and Flynn for services related to the Central Madera Residential/Riverwalk Drive Improvement Project. The amendment is to extend the Time of Completion to one year from the date of this amendment.

HISTORY/BACKGROUND

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

SITUATION

At this time "The Time of Completion" on the approved agreement has expired. As the project is still ongoing it is necessary to extend the expiration date on the agreement. The agreement not only includes the infrastructure which is substantially complete at this time but also includes the upcoming subdivision. Due to the non-conforming parcel sizes the subdivision will have to be rezoned to PD (Planned Development).

RECOMMENDATION

Staff recommends the Successor Agency adopt the resolution approving the fourth amendment to the Agreement with Blair, Church & Flynn increasing the "Time of Completion" to one year from the date of this amendment.

BW

Attachments:
-Resolution (Agency)
-Agreement

RESOLUTION NO. SA

RESOLUTION OF THE CITY OF MADERA AS SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY MADERA, CALIFORNIA APPROVING FOURTH AMENDMENT TO AGREEMENT WITH BLAIR, CHURCH & FLYNN FOR DESIGN AND CONSTRUCTION OF THE PUBLIC IMPROVEMENTS FOR THE CENTRAL MADERA RESIDENTIAL PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT ON BEHALF OF THE SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY

WHEREAS, the Successor Agency of the former Madera Redevelopment Agency is in need of design and construction services in its efforts to finish the Public Improvements for the Central Madera Residential Project, located in the Riverwalk Subdivision between A Street and C Street and out Central to D Street, hereinafter referred to as the "Project"; and

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

WHEREAS, the Successor Agency of the former Madera Redevelopment Agency desires to amend the scope of services to the original contract; and

WHEREAS, the Successor Agency of the former Madera Redevelopment Agency has prepared a Fourth Amendment to Agreement with Blair, Church & Flynn for Design and Construction of the Public Improvements for the Central Madera Residential Project, (the "Agreement") and such Amended 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.

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 Fourth Amendment to Agreement as described above is approved.
3. The Mayor is authorized to execute the Fourth Amendment to 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.

* * * * *

FOURTH AMENDMENT TO AGREEMENT BETWEEN BLAIR, CHURCH & FLYNN AND THE
SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY FOR DESIGN AND
CONSTRUCTION OF THE PUBLIC IMPROVEMENTS FOR THE CENTRAL MADERA
RESIDENTIAL PROJECT

This Fourth Amendment to the previous agreement titled "Agreement Between Blair, Church & Flynn and The Madera Redevelopment Agency for Design and Construction of the Public Improvement for the Central Madera Residential Project" dated January 14, 2009, and amended on September 9, 2009, January 13, 2010, and May 9, 2012 is made and entered into this 14th day of September 2016, by and between the Successor Agency of the Former Madera Redevelopment Agency, hereinafter called "Successor Agency," and Blair, Church & Flynn, hereinafter called "Engineer".

WITNESSETH:

WHEREAS, the Madera Redevelopment Agency and Engineer entered into an agreement dated January 14, 2009, to contract with Engineer to provide engineering services for construction associated with the Central Madera Residential Project (located at the Riverwalk Subdivision) (the "Agreement"); and

WHEREAS, the Agreement has been amended three times previously by agreement of the parties; and

WHEREAS, Successor Agency and Engineer desire to enter into a fourth amendment to said Agreement which would extend the completion date of the work contemplated by the Agreement.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 5.0 of the Agreement, "Time of Completion" is amended to read as follows:

5.0 Time of Completion. Agency and Engineer agree that time of the essence in each and every term of this Agreement, and the Project will be completed on or before September 13, 2017.

///

///

///

Section 2. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective officers duly authorized on the date first written above.

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

BLAIR, CHURCH & FLYNN

By: _____
Robert L. Poythress, Mayor

By: _____

ATTEST:

By: _____
Claudia Mendoza, Agency Secretary

APPROVED AS TO FORM:

By: _____
J. Brent Richardson, General Counsel

REPORT TO THE SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY

BOARD MEETING OF: September 14, 2016
AGENDA ITEM NUMBER: 5B

APPROVED BY:



Executive Director



Redevelopment Manager

Subject: Consideration of a Resolution Approving an Increase in the Construction Contingency and Approving Change Order No. 1 in the Amount of \$57,376.39 for the Riverside Villas of Madera Project RDA Project No. 06-S-04-Rebid and Authorizing Contingencies of Up to 10%

Summary: The Successor Agency will consider a resolution approving an increase in the construction contingencies and approving Change Order No. 1 for the Riverside Villas of Madera Project RDA Project No. 06-S-04-Rebid and authorizing construction contingencies of up to 10%.

HISTORY/BACKGROUND

The original project award was \$273,066.60. At the time of project award, the Successor Agency approved a contingency allowance allowing the City Engineer to approve change orders within the project scope and limits that could potentially increase the contract up to an additional 10%. In consideration of work that is necessary for completion of the project, the additional work will exceed the 10% contingency currently approved for the project.

SITUATION

It is requested that the Successor Agency to the former Madera Redevelopment Agency approve an increase in the construction contingencies and approve Change Order No. 1 for various items per Exhibit A in the amount of \$57,376.39. The three items listed below represent the majority of the increase:

- 1) During construction the planned installation of a storm drain pipe came into conflict with the dry utilities joint trench (PG&E gas & electric, Comcast and AT&T). The most favorable solution to this issue is to go under the joint trench. This option includes the installation of two new manholes, \$16,210.00.
- 2) A cul-de-sac curb drain inlet needed to be relocated and resulted in the addition of 165 linear feet of 18" concrete pipe, \$19,305.00.
- 3) The grading of lots onsite provided some dirt, but not enough to fill the storm basin on site. Dirt had to be hauled from offsite at the Riverwalk street improvement project to Riverside to fill the basin, \$17,841.00.

The project funding is included in the approved Successor Agency's 16-17ROPS.

RECOMMENDATION

Staff recommends that the Successor Agency to the Former Madera Redevelopment Agency adopt a resolution approving an increase in the construction contingencies and approving Change Order No. 1 in the amount of \$57,376.39 for the Riverside Villas of Madera Project RDA Project No. 06-S-04-Rebid and authorizing construction contingency of up to 10%.

BW

Attachments:

- Resolution
- Exhibit A Change Order No. 1

RESOLUTION NO. SA

CONSIDERATION OF A RESOLUTION APPROVING AN INCREASE IN THE CONSTRUCTION CONTINGENCIES AND APPROVING CHANGE ORDER NO. 1 IN THE AMOUNT OF \$57,376.39 FOR THE RIVERSIDE VILLAS OF MADERA PROJECT RDA PROJECT NO. 06-S-04-REBID AND AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 10%

WHEREAS, the Riverside Villas Improvement Project RDA Project No. 06-S-04, is approved as an enforceable obligation in the Successor Agency ROPS 16-17 Line Item 38; and

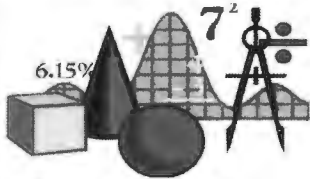
WHEREAS, funds are available from the Successor Agency Fund 60500 for the project; and

WHEREAS, the additional contingency and approval of Change Order No. 1 are necessary to complete the construction of improvements required for the Successor Agency's Project No. RDA 06-S-04.

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

1. The above recitals are true and correct.
2. The Successor Agency Funds in the 16-17 ROPS for the increase of construction contingencies, are hereby approved.
3. Approval of Change Order No. 1 in the amount of \$57,376.39 with Floyd Johnston Construction for additional construction identified in Exhibit A - Change Order No. 1. A copy of which is on file with the Successor Agency Secretary.
4. This resolution is effective immediately upon adoption.

EXHIBIT A



**CITY OF MADERA
ENGINEERING DIVISION**

CHANGE ORDER NO. 1

Date:	9-8-2016
Notice to Proceed:	7-25-2016
Date Started:	7-25-2016
Contract Completion Date:	10-8-2016
Revised Completion Date:	10/18/2016

Project Name & No.	Re-Bid of Riverside Villas of Madera- Subdivision Improvement Plans Project No. RDA 16-02
	CITY OF MADERA
Contractor:	Floyd Johnston Construction Inc.

The following changes are hereby made to the Contract Documents.

Justifications:

Additive Items

CCO #	Item No.	Description	Amount	Completion Date
1	1-1	Additional cost for exposing existing water services, expose existing 8" water main on lots 12 and 13. Paid on time and material	\$ 774.00	8/9/2016
	1-2	Additional cost to install blow off and 1" water service. Paid on time and material	\$ 7,046.39	8/10/2016
	1-3	Additional cost to backfill blowoff, set valve riser, flush lines. Paid on time and material	\$ 1,055.00	8/11/2016
	1-4	Additional cost to import additional dirt for basin.	\$ 17,841.00	10/18/16
	1-5	Additional cost to provide and install 48" manhole. Quantity of 1.	\$ 4,270.00	
	1-6	Additional cost to provide and install 60" manhole including connections for siphon. Quantity of 2. \$5,970/each	\$ 11,940.00	
	1-7	Additional cost to provide and install 165 LF of 18" RCP. \$117/ LF.	\$ 19,305.00	
	1-8	Deduct to remove 60" manhole from bid item #19. Quantity of 1.	\$ (4,100.00)	
	1-9	Deduct storm drain manhole adjustment per bid item 28. Quantity of 1.	\$ (755.00)	
Total Additive Amount - - - -			\$ 62,231.39	
Total Deductive Amount - - - -			\$ (4,855.00)	
Total CCO 1 Amount - - - -			\$ 57,376.39	

CHANGES IN CONTRACT AMOUNT	
Change to Contract Price (Additive)	\$62,231.39
Change to Contract Price (Deductive)	-\$4,855.00
Original Contract Price	\$273,066.60
Previous Change Orders	0
Previous Change Order Amount	\$0.00
Current Contract Price	\$273,066.60
New Contract Price Due to Change Order No.1	\$330,442.99

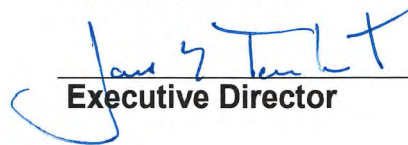
CHANGES IN CONTRACT TIME & SCHEDULE	
Change to Contract Time (Additive) (Work Days)	10
Original Contract Amount (Work Days)	75
Previous days Added by Previous Change Order (Work Days)	0
Current Contract Time (Work Days)	75
Original Contract Expiration Date	10-8-2016
Revised Contract Time due from CCO No: 1 (Work Days)	85
Revised Contract Expiration Date:	October 18, 2016

Recommended By:	
Ellen Perry Construction Inspector II	_____ Signature and Date
Ordered By:	
Jerry Martinez Project Resident Engineer	_____ Signature and Date
Accepted By:	
Floyd Johnston Construction Inc. _____ President	_____ Signature and Date
APPROVED::	
Keith Brent Helmuth, P.E City Engineer	_____ Signature and Date
APPROVED::	
Bob Wilson, Redevelopment Manager	_____ Signature and Date

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

BOARD MEETING OF: September 14, 2016
AGENDA ITEM NUMBER: 6A

APPROVED BY:


Executive Director

Subject: Consideration of a Resolution Approving the Award of a Contract for the Demolition of 728 Lilly Street, Madera, CA, In the Amount of \$28,050.00 to Selsor Demolition, Authorizing Contingencies of Up to 10%, and Authorizing the Mayor to Execute the Contract on Behalf of the Successor Housing Agency

Summary: The Successor Housing Agency will consider a resolution approving the award of contract for the demolition of 728 Lilly Street, Madera, CA.

HISTORY/BACKGROUND

Previously the Agency acquired 728 Lilly Street. The property has a vacant dilapidated barn on a two acre parcel in the middle of a residential neighborhood. The property is inconsistent with the local vicinity and was acquired to allow the development of affordable housing.

SITUATION

Request for bids went out with two contractors responding. The lowest responsive bid was submitted by Selsor Demolition in the amount of \$28,050.00.

BIDDER'S NAME

BID AMOUNT

- | | |
|----------------------------------|-------------|
| 1. Selsor Demolition, Fresno, CA | \$28,050.00 |
| 2. Kroeker, Inc., Fresno CA | \$43,210.00 |

RECOMMENDATION

Staff recommends that the Successor Agency adopt the resolution awarding a contract for demolition of 728 Lilly Street to Selsor Demolition in an amount of \$28,050.00 and authorizing contingencies of up to 10%.

Attachment(s):
-Resolution
-Agreement

RESOLUTION NO. SHA

RESOLUTION OF THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, APPROVING THE AWARD OF CONTRACT FOR DEMOLITION OF 728 LILLY STREET, MADERA, CA IN THE AMOUNT OF \$28,050.00 TO SELSOR DEMOLITION, AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 10%, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE SUCCESSOR HOUSING AGENCY

WHEREAS, Staff received bid proposals for the demolition of 728 Lilly Street, Madera CA. and

WHEREAS, Funding for project demolition has been approved as an enforceable obligation in the Successor Agency's ROPS 16-17 line item# 155, and

WHEREAS, On January 15, 2016, a Demolition Release Permit was signed by the San Joaquin Valley Unified Air Pollution Control District authorizing the demolition to begin on or after January 19, 2016.

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

1. The above recitals are true and correct.
2. The Successor Housing Agency has reviewed and considered all of the information presented including the report to the City Council
3. The Successor Housing Agency finds that Selsor Demolition is the lowest responsible and responsive bidder.
4. The project has been approved as an enforceable obligation by the Successor Agency, the Oversight Board and the Department of Finance in the Successor Agency ROPS 16-17, line item# 155.
5. The contract for the Demolition of 728 Lilly Street, Madera, CA, a copy of which is on file in the office of the City Clerk and which is referred to for more particulars, is hereby approved.
6. Contingencies of up to 10% of the contract amount are hereby authorized.
7. The Mayor is authorized to execute the contract on behalf of the City of Madera Successor Housing Agency to the Former Madera Redevelopment Agency.
8. This Resolution is effective immediately upon adoption.

* * * * *

City of Madera Successor Housing Agency to the
Former Madera Redevelopment Agency

AGREEMENT

THIS AGREEMENT made and entered into this 14th day of September, 2016, by and Between Selsor Construction, Inc., dba Selsor Demolition, hereinafter called the "Contractor," and the City of Madera as Successor Housing Agency to the Former Madera Redevelopment Agency, whose mailing address is 428 E. Yosemite, Madera, CA 93638, and, hereinafter called the "Owner."

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

I. Contractor's Scope of Work and Responsibilities

The Contractor shall comply with the following provisions:

A. Labor, Materials and Work Write-Up

Furnish all labor, materials, supervision, and services necessary to do the work specified for 728 Lilly Street, Madera, CA 93638 in Exhibit "A" attached hereto and made a part hereof for the total sum of \$28,050.00.

B. Notice to Proceed

Not begin the work to be performed until receipt of written Notice to Proceed, after which the Contractor shall begin the work within ten calendar days of the date of said Notice, and shall complete said work within 90 calendar days thereafter.

C. Specifications, Codes and Regulations

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

D. Insurance

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

Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

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

Waiver of Subrogation

Contractor hereby agrees to waive subrogation which any insurer of contractor may acquire from contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

E. Lead-Based Paint and Asbestos

The contractor shall comply any state or local laws or regulations governing environmental hazards and their remediation.

F. Licenses and Permits:

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

G. Debris and Material Removal:

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

H. Completion of Work

At the completion of the project, the Contractor will provide documentation of all permit release as required by local and state laws.

I. Assignments and Subcontracts:

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

J. Subcontracts to persons connected to City of Madera or Successor Housing Agency

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

II. Demolition

A. General

The work to be done consists in general of demolishing the building, basements, miscellaneous structures, foundations, subgrade structures, underground and surface utilities, and items or appurtenances internal and external to the structure or structures, and the removal and disposal in an acceptable and legal manner of all demolition debris and other on-site materials not designated to remain. Entire lot to be mowed.

B. Disposal

The Contractor shall be responsible for making all arrangements, obtaining permits and paying all costs for hauling and disposing of materials at sites approved for the nature of materials being disposed.

The Contractor shall not dispose of any hazardous materials at recycle centers permitted and operated to receive only inert, non-hazardous material such as concrete or clean wood. In addition, the Contractor shall not violate the conditional use permit or permits issued by EPA, Cal EPA, or other regulatory agencies by disposing of unapproved materials at such sites.

All materials to be disposed of at landfills shall comply with applicable Federal, State, and Local restrictions regarding material disposed therein.

C. Permits

The Contractor shall secure and pay appropriate fees for all permits which may be required, including a building demolition permit from the City.

D. Safety

The Contractor shall comply with all local, State and Federal regulations pertaining to structure demolition, and the general performance of this contract.

The Contractor will immediately cease work in the area of discovered but previously unknown storage tanks or other environmental contaminants, and notify the Owner promptly.

E. Wells, septic tanks, underground storage tanks and other environmentally sensitive facilities

It is possible that during demolition or earthwork operations that the Contractor may encounter existing wells, septic tanks, underground storage tanks, or other environmentally sensitive facilities that are not shown on the scope of work. Should one of these facilities be encountered, the contractor shall notify the Owner immediately.

The Owner reserves the right to:

- (a) Leave the facility in place;
- (b) Hire another Contractor to remove the facility; or
- (c) Have the Contractor remove the facility as extra work

III. Suspension of Work, Termination and Delay

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

B. If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work or if he disregards the authority of the Owner, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a written notice, terminate the services of the Contractor and take possession of the Project and of all materials,

equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the work by whatever method is deemed expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the project, including compensation for direct costs of completing the project, including compensation for additional professional services, such excess shall be paid to a Contractor selected by the Owner to complete the work. If such costs exceed such unpaid balance, the Contractor or his insurance company will pay the difference to the Board. Such costs incurred by the Board will be determined by the Project Administrator and incorporated in a Change Order.

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

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

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

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

IV. Payments to Contractor

A. At least ten (10) days before any payment is to be requested, the Contractor will submit to the Owner a payment request filled out and signed by the Contractor covering the work performed and supported by lien releases covering all supplies, labor, and/or subcontractors

used in the completing of the rehabilitation project. The Owner will authorize no more than three draws as follows:

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

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

(3) Upon completion and acceptance of the work, the Owner shall issue a Notice of Completion attached to the final payment request that he/she has accepted the work under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor, within thirty (30) days of completion and acceptance of the work, if the Contractor has provided all required lien releases and has signed a Certification that all materials, laborers, and/or subcontractors have been paid in full.

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

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

V. Owner's access to the property

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

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

V. Indemnification and Release of Claims and Liabilities

The Contractor hereby indemnifies and holds the Owner, the Owner's agents, and the City of Madera harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do, the owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully

discharged, whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the contract documents by the Owner to the Contractor, and the Owner shall not be liable to the Contractor for any such payments made in good faith.

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and other relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents.

VI. Changes in the work and contract price

A. Changes in the Work

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

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

B. Changes in Contract Price

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

(1) Unit prices previously approved.

(2) An agreed lump sum.

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

VII. Time for Completion and Liquidated Damages

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

the Notice to Proceed.

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

C. If the Contractor shall fail to complete the work within the Contract Time or extension of time granted by the Owner, then the Contractor may be required to pay to the Owner the amount of \$50/day for liquidated damages as specified in the Bid for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

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

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

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

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

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

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

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

C. The Contractor will send to each labor union or representative of workers with which he

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

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

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

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

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

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

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

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

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development

and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

X. Owner's Responsibilities:

The Owner shall:

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

XI. General Provisions

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

D. Principal contact persons:

The principal contact person for Owner is Bob Wilson.

The principal contact person for Contractor is Patrick Selsor.

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

For Owner:

For Contractor:

Robert L. Poythress, Mayor

Attest:

ATTACH NOTARY ACKNOWLEDGEMENT

Claudia Mendoza, Recording Secretary

Approved as to Legal Form:

J. Brent Richardson, City Attorney

EXHIBIT A

Selsor Demolition

A division of Selsor Construction, Inc.
 2796 S. Railroad Ave. #109
 Fresno, CA 93725
 License # 364888

Estimate

Date	Estimate #
8/19/2016	3304

Name / Address
Madera Redevelopment Agency 428 E. Yosemite Madera, CA 93638

Web Site	Terms	Project
www.selsorconstruction.com	Negotiable	728 Lilly

Qty	Description		Total
1	Fence Removal, Trash Removal & Disposal	1,500.00	1,500.00
9	Remove tree(s) including the stump, roots, and shrubs. (Per Load)	850.00	7,650.00
1	Demolish and haul away building and septic system or sewer cap. Permits included.	12,000.00	12,000.00
1	Remove Concrete & Wood Floor.	5,500.00	5,500.00
1	Roughly Grade Slab area	1,000.00	1,000.00
1	Mow weeds on property	400.00	400.00

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above. Exclusions are as follows unless specifically noted above: Traffic control, temporary fencing, flood control. swpp, sprinkler or irrigation pipes, wells, basements, underground tanks, septic, trees, grass, fences, buried objects, asbestos and or lead testing or abatement if required, importing or exporting dirt, or soils compaction or testing. Electricity, gas, and water must be disconnected by the appropriate utility companies prior to demolition. We also retain all rights to all salvage materials such as steel, copper, wire, doors, etc... This bid is good for 45 days from the date on this bid. X _____

Thank you for the opportunity to bid this project!	Total	\$28,050.00
--	--------------	-------------

Date _____	Signature _____
------------	-----------------

Date _____	Estimator _____
------------	-----------------