

## JOINT MEETING NOTICE AND AGENDA

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

Wednesday, February 8, 2017 at 6:00 p.m.

City Hall Council Chambers

#### 1. 6:00 p.m. – CALL TO ORDER

##### ROLL CALL

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

##### PLEDGE OF ALLEGIANCE

##### PUBLIC COMMENT

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

#### 2. WORKSHOP

There are no items for this section.

#### 3. CONSENT CALENDAR

- 3A. Minutes of the Joint Meeting of the Regular Meeting of the Madera City Council, Special Meeting of the City Council as the Successor Agency to the former Madera Redevelopment Agency and Special Meeting of the Successor Housing Agency – December 14, 2016 **(City/Successor Agency/Successor Housing Agency)**
- 3B. Minutes of the Joint Meeting of the Regular Meeting of the Madera City Council, Special Meeting of the City Council as the Successor Agency to the former Madera Redevelopment Agency and Special Meeting of the Successor Housing Agency – January 11, 2017 **(City/Successor Agency/Successor Housing Agency)**
- 3C. Listing of Warrants Issued from January 1, 2017 to January 31, 2017 **(Successor Agency)**
- 3D. Monthly Financial Reports – Successor Agency **(Successor Agency)**
- 3E. Monthly Financial Reports – Code Enforcement **(City)**
- 3F. Activity Report – Code Enforcement Division **(City)**
- 3G. Code Enforcement Funds Collection Report for Period Ending January 31, 2017 **(City)**
- 3H. Update on Neighborhood Outreach Activities **(City)**

- 3I. Consideration of a Resolution Approving an Agreement with Madera District Fair for Use of the Fairgrounds Parking Area for the Staging of Upcoming Waste Tire Amnesty Day Events in the Spring of 2017 **(City)**
- 3J. Consideration of a Resolution Amending Fund 4020 Low/Mod Housing Fund FY 2017 Budget **(Successor Housing Agency)**

4. **PROJECTS AND REPORTS**

- 4A. Discussion Regarding Curb Stripe Program **(City)**
- 4B. Discussion Regarding Community Garden – Councilmember Derek Robinson **(City)**

5. **AGREEMENTS**

There are no items for this section.

6. **HOUSING**

- 6A. Consideration of a Resolution Approving an Agreement Between Blair, Church & Flynn, and The Successor Housing Agency to The Former Madera Redevelopment Agency For Engineering Services Related to the Riverwalk Drive Improvement Project **(Successor Housing Agency)**

7. **GENERAL**

There are no items for this section.

8. **AGENCY MEMBER REPORTS**

9. **CLOSED SESSION**

There are no items for this section.

10. **ADJOURN**

The next Regular Meeting of the Successor Agency will be Wednesday, March 8, 2017.

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

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

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

I, Claudia Mendoza, Recording Secretary, declare under penalty of perjury that I posted the above Joint Meeting Agenda of the Special Meeting of the Madera City Council, and Regular Meeting of the City Council as the Successor Agency for the former Madera Redevelopment Agency and Special Meeting of the City Council as the Successor Housing Agency for February 8, 2017 to be held at 6:00 p.m. in the Council Chambers at City Hall near the front entrances of City Hall before the close of business on Friday, February 3, 2017.

  
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Claudia Mendoza, Successor Agency-Recording Secretary



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

December 14, 2016  
6:00 p.m.

City Hall  
Council Chambers

**1. CALL TO ORDER**

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

**ROLL CALL**

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

Absent: Council Member William Oliver

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

City of Madera staff members present: Neighborhood Preservation Specialist Steve Montes and Neighborhood Outreach Assistant Christina Herrera.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Mayor Medellin.

**PUBLIC COMMENT – REGULAR SESSION**

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

No public comments were offered.

**PRESENTATIONS**

No Presentations were given.

## **INTRODUCTIONS**

No Introductions were made.

## **2. WORKSHOP**

There are no items for this section.

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

## **3. CONSENT CALENDAR**

**3A. Minutes of the Joint Meeting of the Regular Meeting of the Madera City Council, Special Meeting of the City Council as the Successor Agency to the former Madera Redevelopment Agency and Special Meeting of the Successor Housing Agency – November 16, 2016 (City/Successor Agency/Successor Housing Agency)**

**3B. Listing of Warrants Issued from November 1, 2016 to November 30, 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 November 30, 2016 (City)**

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

**3H. Consideration of Resolutions Pertaining to the Sale of 218 East Yosemite Avenue (Successor Agency)**

**3H.1 Resolution of the City of Madera as Successor Agency to the Former Madera Redevelopment Agency Madera, California Approving the Purchase and Sale Agreement for the Property Located at 218 East Yosemite Avenue to Expand the Restaurant Portion of the Tijuana Bar and Grill and Construct Outdoor Patio Facilities on the Site Located in the City of Madera and Authorizing the Mayor to Execute the Agreement on Behalf of the Successor Agency of the Former Madera Redevelopment Agency (Successor Agency)**

**3H.2 Resolution of the City Council of the City of Madera as the Successor Agency to the Former Madera Redevelopment Agency of the City of Madera, California Rescinding Resolution No. 16-11 (Successor Agency)**

**3I. Minute Order - Accepting the Riverwalk Drive Improvement Project City of Madera Project No. ST 10-03 (Successor Agency)**

**3J. Minute Order - Acceptance of the Riverside Villas of Madera Project RDA Project No. 06-S-04-Rebid (Successor Agency)**

**3K. Investment Report for the Quarter Ending September 30, 2016 (Successor Agency)**

Mayor Medellin asked members of the Council if there were any items on the Consent Calendar they wished to have pulled for further discussion.

Council Member Rodriguez asked to pull Item 3G.

*On motion by Council Member Rigby seconded by Council Member Foley Gallegos the Consent Calendar was approved with the exception of Item 3G unanimously as presented by the following 6/0 vote: Ayes: Council Members Medellin, Foley Gallegos, Robinson, Rigby, Rodriguez and Holley; Noes: None; Abstain: None; Absent: Council Member Oliver; resulting in the unanimous approval of Resolution SA 16-12, Resolution SA 16-13, Minute Order accepting the Riverwalk Drive Improvement Project City of Madera Project No. ST 10-03, Minute Order accepting the Riverside Villas of Madera Project RDA Project No. 06-S-04-Rebid and 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 November 16, 2016.*

### **3G. Update on Neighborhood Outreach Activities (City)**

Council Member Rodriguez asked for more information on Parents for Student's Success Program. Council Member Rigby responded that this is a full day conference set aside to work with at risk students as well as those who want to better their lives. The conference is to be held in March and it will include speakers from all over the State of California, many of whom are associated with Madera in some shape or form. The hope is to use that program to not only work with students but to bring the parents alongside of those students.

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

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

#### **5. AGREEMENTS**

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

#### **6. HOUSING**

##### **6A. Consideration of a Resolution Approving an Amendment to the Agreement between Villa Di Ubaldo, and the Successor Housing Agency to the Former Madera Redevelopment Agency for Design Architectural Services Related to Riverwalk and Riverside Subdivisions (Successor Housing Agency)**

Business Manager Wilson reported that previously we had approved an agreement with Villa Di Ubaldo for the development of four (4) different plans for the Riverwalk and Riverside Subdivision Projects. Originally when we spoke to the architect (Ubaldo) it was thought that the four (4) plans would be enough for the parcel sizes being proposed. However, as the project was moving along, two (2) of the lots shrunk in size from 55 feet down to 50 feet. None of the four (4) plans that he was working on would fit on that. He proposed another floor plan. That is why we are bringing back an amendment for lots 7 and 8. The cost is \$15,500 increase that would bring the total amount to \$65,500. The plans include: standard site plan, typical landscape plan, floor plan, exterior elevations, section cuts, electrical, mechanical, plumbing, fire sprinkler, T-24 energy calculations, building specifications, foundation plan, shear wall plan, ceiling and roof framing, and standard details.

Mayor Medellin asked is the fifth set is for two (2) lots. Is this going to be a whole new plan or is the architect taking an existing plan and shrinking it by five (5) feet? Mr. Wilson responded it is a new plan.

Mayor Medellin went on to say that a lot of subdivisions have no more than three (3) or four (4) plans, and this is a very small area to have five (5) plans, quite honestly it threw him for a loop. \$15,000 to shrink it by five (5) feet... it did not seem like a big deal. Mr. Wilson responded that this is a lot of regular sized and small lots that we moved and we were hoping that four (4) would do it. Until the engineer came up with the parcel map, the architect had to shrink those two (2) lots down. At that point, it was either get rid of one (1) lot completely and leave lots 7 & 8 and turn them into one (1) lot. We already had sewer and water in and it made sense to go ahead.

Council Member Rigby asked if we are compromising the park element? Mr. Wilson responded that there is an out lot where the tree is and at some point there was a discussion. We spoke to Parks they really didn't have a need and did not express any interest. But we still have an out lot where the tree is.

Council Robinson asked if there is a concern of erosion. Mr. Wilson stated in the front yard curb and gutter will be installed so the landscape should hold any erosion. The backyard will be pretty level and not a lot of slope.

Mr. Wilson stated that these floor plans will be used at the Riverside Subdivision, Adelaide and Hunter and Malone so we should get good use out of these plans.

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

SHA 16-16 RESOLUTION OF THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, APPROVING A FIRST AMENDMENT TO AGREEMENT WITH VILLA DI UBALDO, FOR DESIGN ARCHITECTURAL SERVICES RELATED TO THE RIVERWALK AND RIVERSIDE SUBDIVISION PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

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

**6B. Informational Report on the Asbestos Abatement and Demolition of 309, 311, 313, 315 Malone Street, Madera, CA (Successor Housing Agency)**

Business Manager Wilson reported that we received five (5) bids for asbestos removal and four (4) bids for demolition for the properties at 309, 311, 313, 315 Malone Street. The demolition is for the lots at 309 and 311 Malone Street. 313 and 315 Malone Street are basically lot clearing. The bids for asbestos removal came in from the lowest bid at \$3,150.00 to the highest bid at \$12,800.00. The low bid was submitted Central Valley Environmental. The bids for demolition came in from the lowest bid at \$18,850.00 to the highest bid at \$45,600.00. The low bid was submitted Lee Crippen Demolition. We are looking to have these lots cleaned sometime in January. We have submitted a request to Planning to break these lots down to six (6) buildable lots.

Council Member Rodriguez asked the amounts for demolition and asbestos removal is for each unit or for all four (4) properties? Mr. Wilson responded it was for all (4) lots.



Mayor Medellin stated that he is happy to see some movement in that area of Malone Street. The trees, weeds and the stuff has been there for a long time. But having some housing available in that area would definitely increase the value and make it look a whole lot better. He is glad that we are moving on that. Housing Authority has an apartment complex there that is very active in Neighborhood Watch and they will be very thrilled to have some change across the street.

**7. GENERAL**

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

**8. AGENCY MEMBER REPORTS**

Council Member Robinson reported that he attended a Housing Authority meeting this morning.

Mayor Pro Tem Gallegos Foley had nothing to report.

Council Member Rigby had nothing to report.

Council Member Holley reported that he enjoyed the Housing Authority party the other night. He also wished everyone a merry Christmas and a happy new year.

Council Member Rodriguez had nothing to report.

Mayor Medellin reported that he had the pleasure of representing the City at Chukchansi. They gave away \$1.2 million dollars to the County of Madera to different departments. The Neighborhood Revitalization Department received \$25,000 for the Adopt-a-School Program; the Madera County Food Bank received \$25,000; and Parks Department received \$50,000 to complete the lighting project at Millview.

**9. CLOSED SESSION**

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

**10. ADJOURNMENT**

*Mayor Medellin adjourned the Joint Regular Meeting of Madera City Council, Special Meeting of the Madera City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Madera City Council as the Successor Housing Agency at 6:20 p.m.*

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Claudia Mendoza, Recording Secretary

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Andrew J. Medellin, Mayor

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RETURN TO AGENDA

## **AGENDA ITEM 3B**

Minutes of the Joint Meeting of the Regular Meeting of the Madera City Council, Special Meeting of the City Council as the Successor Agency to the former Madera Redevelopment Agency and Special Meeting of the Successor Housing Agency – January 11, 2017  
**(City/Successor Agency/Successor Housing Agency)**

This item agenda item will be delivered  
prior to the meeting.

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

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

From: Office of the Treasurer

Subject: Listing of Warrants Issued

Date: FEBRUARY 8, 2017

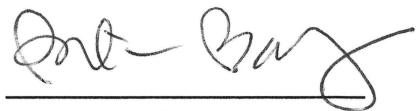
Attached, for your information, is the register of the warrants for the Successor Agency to the former Redevelopment Agency covering obligations paid during the period of:

January 1, 2017 to January 31, 2017

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

General Warrants: #1087 - 1101 \$ 28,056.87

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  
 FEBRUARY 8, 2017**

| CHECK | PAYDATE    | ISSUED TO                        | DESCRIPTION   | AMOUNT    |
|-------|------------|----------------------------------|---|-----------|
| 1087  | 01/13/2017 | BLAIR CHURCH & FLYNN             | RIVERWALK DRIVE ENGINEERING SVS                                   | 14,825.84 |
| 1088  | 01/13/2017 | CENTRAL VALLEY ENVIRONMENTAL     | ASBESTOS ABATEMENT 309 & 311 MALONE                               | 3,150.00  |
| 1089  | 01/13/2017 | CHICAGO TITLE                    | 1114 CELESTE PIRT   | 100.00    |
| 1090  | 01/13/2017 | CITY OF MADERA                   | PRKING/BUS DISTR ASSESSMENTS, UTIL SVS 5 E YOSEMITE 303 E CENTRAL | 304.26    |
| 1091  | 01/13/2017 | HARBISON INTERNATIONAL INC.      | ENGINEERING SVS   | 2,200.00  |
| 1092  | 01/13/2017 | MADERA CLEANERS AND LAUNDRY INC. | MAT CLEANING  | 9.00      |
| 1093  | 01/13/2017 | PACIFIC GAS & ELECTRIC           | 2000655655 12/16 SVS  | 1,277.10  |
| 1094  | 01/13/2017 | RICOH USA, INC                   | COPIER  | 6.31      |
| 1095  | 01/13/2017 | SELSOR CONSTRUCTION, INC.        | DEMO AND HAUL AWAY CONCRETE                                       | 4,250.00  |
| 1096  | 01/13/2017 | TRI-SIGNAL INTEGRATION, INC.     | FIRE EXTINGUISHER TEST  | 143.45    |
| 1097  | 01/13/2017 | VERIZON WIRELESS                 | CELL PHONE CHARGES DEC 2016                                       | 104.81    |
| 1098  | 01/30/2017 | MADERA CLEANERS AND LAUNDRY INC. | MAT CLEANING  | 9.00      |
| 1099  | 01/30/2017 | SANDY'S HOUSEKEEPING             | CUSTODIAL SVS FEBRUARY 2017                                       | 425.00    |
| 1100  | 01/30/2017 | TAUBERT, JIM                     | REIMBURSE EXECUTIVE DIRECTOR FY 2017                              | 402.00    |
| 1101  | 01/30/2017 | WILSON, BOB                      | 7/06/16-12/30/16 MILEAGE REIMBURSEMENT                            | 850.10    |

**BANK #1 - Union Bank Main Acct. Total**

**\$ 28,056.87**



# CITY OF MADERA REDEVELOPMENT AGENCY REPORT TO SUCCESSOR AGENCY BOARD

RETURN TO AGENDA

SUCCESSOR AGENCY MEETING OF FEBRUARY 8, 2017

SUCCESSOR AGENCY ITEM NUMBER 3D / 3E

APPROVED BY

  
FINANCE DEPARTMENT

  
SUCCESSOR AGENCY EXECUTIVE DIRECTOR

  
SUCCESSOR AGENCY MANAGER

**Subject:** Monthly Financial Reports

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

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

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

## CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

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

02/01/2017  
17:05:36

City of Madera, CA - LIVE 11.1  
FLEXIBLE PERIOD REPORT

FROM 2017 01 TO 2017 07

| ACCOUNTS FOR:                              | ORIGINAL<br>APPROP | TRANFRS/<br>ADJSTMTS | REVISED<br>BUDGET | ACTUALS    | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|--|--------------------|----------------------|-------------------|------------|--------------|---------------------|-------------|
| 4020 Housing Fund                          |                    |                      |                   |            |              |                     |             |
| <hr/>                                      |                    |                      |                   |            |              |                     |             |
| 40200000 Low/Mod Housing Fund              |                    |                      |                   |            |              |                     |             |
| 40200000 4163 Interest Income/Loans        | 0                  | -203                 | -203              | -269.15    | .00          | 66.15               | 132.6%      |
| 40200000 4190 Rental Income                | 0                  | -12,600              | -12,600           | -7,350.00  | .00          | -5,250.00           | 58.3%       |
| 40200000 4434 Grant                        | 0                  | -16,000              | -16,000           | .00        | .00          | -16,000.00          | .0%         |
| 40200000 4442 Local Grants                 | 0                  | 0                    | 0                 | -25,000.00 | .00          | 25,000.00           | .0%         |
| 40200000 4659 Refunds and Reimbursements   | 0                  | 0                    | 0                 | -3,423.73  | .00          | 3,423.73            | .0%         |
| 40200000 4671 Sale of Real and Personal Pr | 0                  | -250,000             | -250,000          | .00        | .00          | -250,000.00         | .0%         |
| 40200000 5000 Salaries/Full-time           | 0                  | 28,000               | 28,000            | 16,572.15  | .00          | 11,427.85           | 59.2%       |
| 40200000 5005 Salaries/Part-time           | 0                  | 2,602                | 2,602             | 960.54     | .00          | 1,641.46            | 36.9%       |
| 40200000 5100 Salaries/Overtime            | 0                  | 0                    | 0                 | 26.43      | .00          | -26.43              | .0%         |
| 40200000 5105 Salaries/Leave Payout        | 0                  | 1,785                | 1,785             | .00        | .00          | 1,785.00            | .0%         |
| 40200000 5300 Public Employee Retirement S | 0                  | 6,890                | 6,890             | 3,774.70   | .00          | 3,115.30            | 54.8%       |
| 40200000 5302 Long Term Disability Insuran | 0                  | 80                   | 80                | 43.47      | .00          | 36.53               | 54.3%       |
| 40200000 5303 Life Insurance Premiums      | 0                  | 18                   | 18                | 9.99       | .00          | 8.01                | 55.5%       |
| 40200000 5304 Workers Compensation Insuran | 0                  | 2,567                | 2,567             | 1,413.19   | .00          | 1,153.81            | 55.1%       |
| 40200000 5305 Medicare Tax- Employer's Sha | 0                  | 480                  | 480               | 239.98     | .00          | 240.02              | 50.0%       |
| 40200000 5307 Deferred Comp/Part-Time      | 0                  | 98                   | 98                | 35.76      | .00          | 62.24               | 36.5%       |
| 40200000 5308 Deferred Compensation/Full-t | 0                  | 628                  | 628               | 848.85     | .00          | -220.85             | 135.2%      |
| 40200000 5309 Unemployment Insurance       | 0                  | 95                   | 95                | 51.94      | .00          | 43.06               | 54.7%       |
| 40200000 5310 Section 125 Benefit Allow.   | 0                  | 3,750                | 3,750             | 2,626.05   | .00          | 1,123.95            | 70.0%       |
| 40200000 6401 Gas and Electric Utilities   | 0                  | 4,000                | 4,000             | 667.33     | .00          | 3,332.67            | 16.7%       |
| 40200000 6402 Telephone/Fax Charges        | 0                  | 350                  | 350               | 191.86     | .00          | 158.14              | 54.8%       |
| 40200000 6411 Advertising/Bids and Notices | 0                  | 800                  | 800               | 223.08     | .00          | 576.92              | 27.9%       |
| 40200000 6416 Office Supplies/Expendable   | 0                  | 200                  | 200               | .00        | .00          | 200.00              | .0%         |
| 40200000 6418 Postage / Other Mailing Char | 0                  | 100                  | 100               | .00        | .00          | 100.00              | .0%         |
| 40200000 6440 Contracted Services          | 0                  | 80,000               | 80,000            | 1,062.00   | .00          | 78,938.00           | 1.3%        |
| 40200000 6485 Rehabilitation Costs         | 0                  | 250,000              | 250,000           | .00        | .00          | 250,000.00          | .0%         |
| 40200000 6487 Disposal Costs               | 0                  | 15,000               | 15,000            | .00        | .00          | 15,000.00           | .0%         |
| 40200000 6515 Taxes and Assessments        | 0                  | 6,600                | 6,600             | 230.00     | .00          | 6,370.00            | 3.5%        |
| 40200000 6530 Conference/Training/Ed       | 0                  | 100                  | 100               | .00        | .00          | 100.00              | .0%         |
| 40200000 6532 Maintenance/Other Supplies   | 0                  | 400                  | 400               | 1,521.23   | .00          | -1,121.23           | 380.3%      |
| 40200000 6535 Lease Property Maintenance   | 0                  | 1,500                | 1,500             | 955.00     | .00          | 545.00              | 63.7%       |
| 40200000 7030 Facilities And Improvements  | 0                  | 413,000              | 413,000           | -2,678.52  | 345,985.10   | 69,693.42           | 83.1%       |
| TOTAL Low/Mod Housing Fund                 | 0                  | 540,240              | 540,240           | -7,267.85  | 345,985.10   | 201,522.75          | 62.7%       |
| TOTAL Housing Fund                         | 0                  | 540,240              | 540,240           | -7,267.85  | 345,985.10   | 201,522.75          | 62.7%       |
| TOTAL REVENUES                             | 0                  | -278,803             | -278,803          | -36,042.88 | .00          | -242,760.12         |             |
| TOTAL EXPENSES                             | 0                  | 819,043              | 819,043           | 28,775.03  | 345,985.10   | 444,282.87          |             |

02/01/2017  
17:05:36

City of Madera, CA - LIVE 11.1  
FLEXIBLE PERIOD REPORT

FROM 2017 01 TO 2017 07

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

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FROM 2017 01 TO 2017 07

| ACCOUNTS FOR:                              | ORIGINAL<br>APPROP | TRANFRS/<br>ADJSTMTS | REVISED<br>BUDGET | ACTUALS     | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|--|--------------------|----------------------|-------------------|-------------|--------------|---------------------|-------------|
| 5750 Successor Agency Admin                |                    |                      |                   |             |              |                     |             |
| <hr/>                                      |                    |                      |                   |             |              |                     |             |
| 57500000 Successor Agency Admin            |                    |                      |                   |             |              |                     |             |
| 57500000 4355 Transfer In                  | 0                  | -250,000             | -250,000          | -250,000.00 | .00          | .00                 | 100.0%      |
| 57500000 5000 Salaries/Full-time           | 0                  | 125,000              | 125,000           | 91,959.36   | .00          | 33,040.64           | 73.6%       |
| 57500000 5005 Salaries/Part-time           | 0                  | 11,615               | 11,615            | 5,499.07    | .00          | 6,115.93            | 47.3%       |
| 57500000 5100 Salaries/Overtime            | 0                  | 0                    | 0                 | 142.89      | .00          | -142.89             | .0%         |
| 57500000 5105 Salaries/Leave Payout        | 0                  | 7,968                | 7,968             | .00         | .00          | 7,968.00            | .0%         |
| 57500000 5300 Public Employee Retirement S | 0                  | 30,758               | 30,758            | 20,961.41   | .00          | 9,796.59            | 68.1%       |
| 57500000 5302 Long Term Disability Insuran | 0                  | 356                  | 356               | 224.92      | .00          | 131.08              | 63.2%       |
| 57500000 5303 Life Insurance Premiums      | 0                  | 81                   | 81                | 51.54       | .00          | 29.46               | 63.6%       |
| 57500000 5304 Workers Compensation Insuran | 0                  | 11,461               | 11,461            | 7,873.44    | .00          | 3,587.56            | 68.7%       |
| 57500000 5305 Medicare Tax- Employer's Sha | 0                  | 2,143                | 2,143             | 1,336.09    | .00          | 806.91              | 62.3%       |
| 57500000 5307 Deferred Comp/Part-Time      | 0                  | 436                  | 436               | 206.23      | .00          | 229.77              | 47.3%       |
| 57500000 5308 Deferred Compensation/Full-t | 0                  | 2,802                | 2,802             | 4,642.69    | .00          | -1,840.69           | 165.7%      |
| 57500000 5309 Unemployment Insurance       | 0                  | 425                  | 425               | 280.88      | .00          | 144.12              | 66.1%       |
| 57500000 5310 Section 125 Benefit Allow.   | 0                  | 16,743               | 16,743            | 13,579.80   | .00          | 3,163.20            | 81.1%       |
| 57500000 6401 Gas and Electric Utilities   | 0                  | 4,000                | 4,000             | 7,712.75    | .00          | -3,712.75           | 192.8%      |
| 57500000 6402 Telephone/Fax Charges        | 0                  | 3,500                | 3,500             | 1,818.44    | .00          | 1,681.56            | 52.0%       |
| 57500000 6411 Advertising/Bids and Notices | 0                  | 0                    | 0                 | 49.00       | .00          | -49.00              | .0%         |
| 57500000 6414 Professional Dues            | 0                  | 300                  | 300               | .00         | .00          | 300.00              | .0%         |
| 57500000 6415 Publications/Subscriptions   | 0                  | 100                  | 100               | 69.00       | .00          | 31.00               | 69.0%       |
| 57500000 6416 Office Supplies/Expendable   | 0                  | 1,500                | 1,500             | .00         | .00          | 1,500.00            | .0%         |
| 57500000 6420 Mileage Reimbursements       | 0                  | 1,200                | 1,200             | 773.95      | .00          | 426.05              | 64.5%       |
| 57500000 6440 Contracted Services          | 0                  | 20,500               | 20,500            | 5,328.18    | .00          | 15,171.82           | 26.0%       |
| 57500000 6515 Taxes and Assessments        | 0                  | 800                  | 800               | 341.07      | .00          | 458.93              | 42.6%       |
| 57500000 6530 Conference/Training/Ed       | 0                  | 3,312                | 3,312             | 975.90      | .00          | 2,336.10            | 29.5%       |
| 57500000 6532 Maintenance/Other Supplies   | 0                  | 5,000                | 5,000             | -140.83     | .00          | 5,140.83            | 2.8%        |
| TOTAL Successor Agency Admin               | 0                  | 0                    | 0                 | -86,314.22  | .00          | 86,314.22           | .0%         |
| TOTAL Successor Agency Admin               | 0                  | 0                    | 0                 | -86,314.22  | .00          | 86,314.22           | .0%         |
| TOTAL REVENUES                             | 0                  | -250,000             | -250,000          | -250,000.00 | .00          | .00                 |             |
| TOTAL EXPENSES                             | 0                  | 250,000              | 250,000           | 163,685.78  | .00          | 86,314.22           |             |



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FROM 2017 01 TO 2017 07

| ACCOUNTS FOR:                              | ORIGINAL APPROP | TRANFRS/ADJSTMTS | REVISED BUDGET | ACTUALS    | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|--|-----------------|------------------|----------------|------------|--------------|------------------|----------|
| 6050 Non Housing Bond Proceeds             |                 |                  |                |            |              |                  |          |
| <hr/>                                      |                 |                  |                |            |              |                  |          |
| 60500000 Non Housing Bond Proceeds         |                 |                  |                |            |              |                  |          |
| 60500000 4201 Services for Other Agencies  | 0               | 0                | 0              | -700.00    | .00          | 700.00           | .0%      |
| 60500000 4671 Sale of Real and Personal Pr | 0               | 0                | 0              | -18,750.00 | .00          | 18,750.00        | .0%      |
| 60500000 5000 Salaries/Full-time           | 0               | 95,335           | 95,335         | 14,225.05  | .00          | 81,109.95        | 14.9%    |
| 60500000 5005 Salaries/Part-time           | 0               | 8,858            | 8,858          | 655.44     | .00          | 8,202.56         | 7.4%     |
| 60500000 5100 Salaries/Overtime            | 0               | 0                | 0              | 26.43      | .00          | -26.43           | .0%      |
| 60500000 5105 Salaries/Leave Payout        | 0               | 6,077            | 6,077          | .00        | .00          | 6,077.00         | .0%      |
| 60500000 5300 Public Employee Retirement S | 0               | 23,458           | 23,458         | 3,224.49   | .00          | 20,233.51        | 13.7%    |
| 60500000 5302 Long Term Disability Insuran | 0               | 272              | 272            | 53.68      | .00          | 218.32           | 19.7%    |
| 60500000 5303 Life Insurance Premiums      | 0               | 62               | 62             | 12.35      | .00          | 49.65            | 19.9%    |
| 60500000 5304 Workers Compensation Insuran | 0               | 8,741            | 8,741          | 1,181.50   | .00          | 7,559.50         | 13.5%    |
| 60500000 5305 Medicare Tax- Employer's Sha | 0               | 1,634            | 1,634          | 201.52     | .00          | 1,432.48         | 12.3%    |
| 60500000 5307 Deferred Comp/Part-Time      | 0               | 333              | 333            | 22.95      | .00          | 310.05           | 6.9%     |
| 60500000 5308 Deferred Compensation/Full-t | 0               | 2,137            | 2,137          | 796.23     | .00          | 1,340.77         | 37.3%    |
| 60500000 5309 Unemployment Insurance       | 0               | 324              | 324            | 51.94      | .00          | 272.06           | 16.0%    |
| 60500000 5310 Section 125 Benefit Allow.   | 0               | 12,769           | 12,769         | 3,246.14   | .00          | 9,522.86         | 25.4%    |
| 60500000 6401 Gas and Electric Utilities   | 0               | 12,000           | 12,000         | 505.29     | .00          | 11,494.71        | 4.2%     |
| 60500000 6402 Telephone/Fax Charges        | 0               | 0                | 0              | 191.86     | .00          | -191.86          | .0%      |
| 60500000 6440 Contracted Services          | 0               | 52,000           | 52,000         | .00        | .00          | 52,000.00        | .0%      |
| 60500000 6487 Disposal Costs               | 0               | 0                | 0              | 1,262.90   | .00          | -1,262.90        | .0%      |
| 60500000 6515 Taxes and Assessments        | 0               | 0                | 0              | 102.39     | .00          | -102.39          | .0%      |
| 60500000 6532 Maintenance/Other Supplies   | 0               | 29,000           | 29,000         | 250.34     | .00          | 28,749.66        | .9%      |
| 60500000 6804 Infrastructure Study         | 0               | 70,000           | 70,000         | 325.00     | .00          | 69,675.00        | .5%      |
| 60500000 6807 Building Developmnt Depot Bl | 0               | 350,000          | 350,000        | .00        | .00          | 350,000.00       | .0%      |
| 60500000 6810 Traffic Signal-Yosemite/E/m  | 0               | 0                | 0              | 6,873.48   | .00          | -6,873.48        | .0%      |
| 60500000 6811 Riverside Subdivision Strm D | 0               | 0                | 0              | 153,402.22 | 30,716.01    | -184,118.23      | .0%      |
| 60500000 6812 Riverwalk Improvement Projec | 0               | 0                | 0              | 462,274.36 | 106,291.42   | -568,565.78      | .0%      |
| 60500000 7030 Facilities And Improvements  | 0               | 2,425,910        | 2,425,910      | .00        | .00          | 2,425,910.00     | .0%      |
| 60500000 7050 Construction/Infrastructure  | 0               | 2,998,280        | 2,998,280      | 267,628.47 | .00          | 2,730,651.53     | 8.9%     |
| TOTAL Non Housing Bond Proceeds            | 0               | 6,097,190        | 6,097,190      | 897,064.03 | 137,007.43   | 5,063,118.54     | 17.0%    |
| TOTAL Non Housing Bond Proceeds            | 0               | 6,097,190        | 6,097,190      | 897,064.03 | 137,007.43   | 5,063,118.54     | 17.0%    |
| TOTAL REVENUES                             | 0               | 0                | 0              | -19,450.00 | .00          | 19,450.00        |          |
| TOTAL EXPENSES                             | 0               | 6,097,190        | 6,097,190      | 916,514.03 | 137,007.43   | 5,043,668.54     |          |

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| ACCOUNTS FOR:<br>6060 LowMod Housing Bond Proceeds | ORIGINAL<br>APPROP | TRANFRS/<br>ADJSTMTS | REVISED<br>BUDGET | ACTUALS    | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|--|--------------------|----------------------|-------------------|------------|--------------|---------------------|-------------|
| <hr/>  |                    |                      |                   |            |              |                     |             |
| 60600000 LowMod Housing Bond Proceeds              |                    |                      |                   |            |              |                     |             |
| 60600000 6440 Contracted Services                  | 0                  | 170,810              | 170,810           | 48,925.00  | 134,940.00   | -13,055.00          | 107.6%      |
| 60600000 6485 Rehabilitation Costs                 | 0                  | 0                    | 0                 | 8,675.00   | .00          | -8,675.00           | .0%         |
| 60600000 7030 Facilities And Improvements          | 0                  | 369,150              | 369,150           | 160,777.00 | 3,963.00     | 204,410.00          | 44.6%       |
| TOTAL LowMod Housing Bond Proceeds                 | 0                  | 539,960              | 539,960           | 218,377.00 | 138,903.00   | 182,680.00          | 66.2%       |
| TOTAL LowMod Housing Bond Proceeds                 | 0                  | 539,960              | 539,960           | 218,377.00 | 138,903.00   | 182,680.00          | 66.2%       |
| TOTAL EXPENSES                                     | 0                  | 539,960              | 539,960           | 218,377.00 | 138,903.00   | 182,680.00          |             |

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| ACCOUNTS FOR:<br>8040 Debt Svc Fund - SA | ORIGINAL<br>APPROP | TRANFRS/<br>ADJSTMTS | REVISED<br>BUDGET | ACTUALS       | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|--|--------------------|----------------------|-------------------|---------------|--------------|---------------------|-------------|
| <hr/>                                    |                    |                      |                   |               |              |                     |             |
| 80400000 Debt Svc Fund/Successor Agency  |                    |                      |                   |               |              |                     |             |
| 80400000 4162 Interest Income            | 0                  | 0                    | 0                 | -17,722.27    | .00          | 17,722.27           | .0%         |
| 80400000 4355 Transfer In                | 0                  | -3,625,445           | -3,625,445        | -3,625,445.00 | .00          | .00                 | 100.0%      |
| 80400000 6440 Contracted Services        | 0                  | 40,000               | 40,000            | 9,026.00      | .00          | 30,974.00           | 22.6%       |
| 80400000 8000 Interest Expense           | 0                  | 2,331,149            | 2,331,149         | 1,178,391.89  | .00          | 1,152,757.11        | 50.5%       |
| 80400000 8001 Principal Payment          | 0                  | 1,225,000            | 1,225,000         | 1,225,000.00  | .00          | .00                 | 100.0%      |
| TOTAL Debt Svc Fund/Successor Agency     | 0                  | -29,296              | -29,296           | -1,230,749.38 | .00          | 1,201,453.38        | %           |
| TOTAL Debt Svc Fund - SA                 | 0                  | -29,296              | -29,296           | -1,230,749.38 | .00          | 1,201,453.38        | %           |
| TOTAL REVENUES                           | 0                  | -3,625,445           | -3,625,445        | -3,643,167.27 | .00          | 17,722.27           |             |
| TOTAL EXPENSES                           | 0                  | 3,596,149            | 3,596,149         | 2,412,417.89  | .00          | 1,183,731.11        |             |

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|             | ORIGINAL<br>APPROP | TRANFRS/<br>ADJSTMTS | REVISED<br>BUDGET | ACTUALS     | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|-------------|--------------------|----------------------|-------------------|-------------|--------------|---------------------|-------------|
| GRAND TOTAL | 0                  | 7,148,094            | 7,148,094         | -208,890.42 | 621,895.53   | 6,735,088.89        | 5.8%        |



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| ACCOUNTS FOR:                              | ORIGINAL | TRANFRS/ | REVISED  | ACTUALS     | ENCUMBRANCES | AVAILABLE   | PCT    |
|--|----------|----------|----------|-------------|--------------|-------------|--------|
| 1020 General Fund                          | APPROP   | ADJSTMTS | BUDGET   |             |              | BUDGET      | USED   |
| 10204400 Code Enforcement                  |          |          |          |             |              |             |        |
| 10204400 4076 Registration Fee             | -14,500  | 0        | -14,500  | -3,735.00   | .00          | -10,765.00  | 25.8%  |
| 10204400 4203 Background Check/Report Fee  | -300     | 0        | -300     | -575.00     | .00          | 275.00      | 191.7% |
| 10204400 4355 Transfer In                  | -230,395 | 0        | -230,395 | .00         | .00          | -230,395.00 | .0%    |
| 10204400 4551 Fines/Penalties for Violati  | -680,000 | 0        | -680,000 | -330,741.07 | .00          | -349,258.93 | 48.6%  |
| 10204400 4554 Vehicle Abatement Fee        | -48,000  | 0        | -48,000  | .00         | .00          | -48,000.00  | .0%    |
| 10204400 4556 Revenue/ Foreclosures        | -45,000  | 0        | -45,000  | -15,846.70  | .00          | -29,153.30  | 35.2%  |
| 10204400 4657 Miscellaneous Revenue        | 0        | 0        | 0        | -64.66      | .00          | 64.66       | .0%    |
| 10204400 4659 Refunds and Reimbursements   | 0        | 0        | 0        | -194.80     | .00          | 194.80      | .0%    |
| 10204400 4684 Cost Recovery for Weed Abate | -18,000  | 0        | -18,000  | .00         | .00          | -18,000.00  | .0%    |
| 10204400 5000 Salaries/Full-time           | 519,639  | 0        | 519,639  | 275,755.37  | .00          | 243,883.83  | 53.1%  |
| 10204400 5005 Salaries/Part-time           | 84,443   | 0        | 84,443   | 43,334.61   | .00          | 41,108.84   | 51.3%  |
| 10204400 5100 Salaries/Overtime            | 0        | 0        | 0        | 647.15      | .00          | -647.15     | .0%    |
| 10204400 5105 Salaries/Leave Payout        | 11,618   | 0        | 11,618   | 339.07      | .00          | 11,278.73   | 2.9%   |
| 10204400 5110 Salaries/Uniform Pay         | 1,000    | 0        | 1,000    | 1,477.35    | .00          | -477.35     | 147.7% |
| 10204400 5300 Public Employee Retirement S | 130,088  | 0        | 130,088  | 67,615.35   | .00          | 62,472.15   | 52.0%  |
| 10204400 5302 Long Term Disability Insuran | 1,713    | 0        | 1,713    | 934.96      | .00          | 778.01      | 54.6%  |
| 10204400 5303 Life Insurance Premiums      | 542      | 0        | 542      | 299.12      | .00          | 243.10      | 55.2%  |
| 10204400 5304 Workers Compensation Insuran | 50,760   | 0        | 50,760   | 28,935.80   | .00          | 21,824.58   | 57.0%  |
| 10204400 5305 Medicare Tax- Employer's Sha | 9,235    | 0        | 9,235    | 4,960.00    | .00          | 4,275.36    | 53.7%  |
| 10204400 5307 Deferred Comp/Part-Time      | 2,505    | 0        | 2,505    | 1,632.70    | .00          | 871.90      | 65.2%  |
| 10204400 5308 Deferred Compensation/Full-t | 17,717   | 0        | 17,717   | 13,720.66   | .00          | 3,995.98    | 77.4%  |
| 10204400 5309 Unemployment Insurance       | 3,175    | 0        | 3,175    | 1,292.69    | .00          | 1,882.40    | 40.7%  |
| 10204400 5310 Section 125 Benefit Allow.   | 173,610  | 0        | 173,610  | 96,697.01   | .00          | 76,912.63   | 55.7%  |
| 10204400 6401 Gas and Electric Utilities   | 21,000   | 0        | 21,000   | .00         | .00          | 21,000.00   | .0%    |
| 10204400 6402 Telephone/Fax Charges        | 8,000    | 0        | 8,000    | 2,288.08    | .00          | 5,711.92    | 28.6%  |
| 10204400 6411 Advertising/Bids and Notices | 1,000    | 0        | 1,000    | 9.46        | .00          | 990.54      | .9%    |
| 10204400 6414 Professional Dues            | 375      | 0        | 375      | .00         | .00          | 375.00      | .0%    |
| 10204400 6415 Publications/Subscriptions   | 250      | 0        | 250      | 202.95      | .00          | 47.05       | 81.2%  |
| 10204400 6416 Office Supplies/Expendable   | 6,000    | 0        | 6,000    | 1,870.53    | .00          | 4,129.47    | 31.2%  |
| 10204400 6418 Postage / Other Mailing Char | 13,000   | 0        | 13,000   | 3,504.33    | .00          | 9,495.67    | 27.0%  |
| 10204400 6420 Mileage Reimbursements       | 500      | 0        | 500      | .00         | .00          | 500.00      | .0%    |
| 10204400 6425 Vehicle Fuel, Supplies & Mai | 10,000   | 0        | 10,000   | 2,184.42    | .00          | 7,815.58    | 21.8%  |
| 10204400 6437 Weed Abatement Expense       | 18,000   | 0        | 18,000   | .00         | .00          | 18,000.00   | .0%    |
| 10204400 6440 Contracted Services          | 80,000   | 0        | 80,000   | 9,649.42    | .00          | 70,350.58   | 12.1%  |
| 10204400 6530 Conference/Training/Ed       | 10,000   | 0        | 10,000   | 7,589.81    | .00          | 2,410.19    | 75.9%  |
| 10204400 6532 Maintenance/Other Supplies   | 14,500   | 0        | 14,500   | 10,536.17   | 85.12        | 3,878.71    | 73.3%  |
| 10204400 6902 Interfund Charges- Central S | 600      | 0        | 600      | 26.34       | .00          | 573.66      | 4.4%   |
| 10204400 6907 Interfund Chrg/Vehicle Replc | 11,667   | 0        | 11,667   | 6,805.75    | .00          | 4,861.25    | 58.3%  |

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| ACCOUNTS FOR:<br>1020 General Fund         | ORIGINAL<br>APPROP | TRANFRS/<br>ADJSTMTS | REVISED<br>BUDGET | ACTUALS     | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|--|--------------------|----------------------|-------------------|-------------|--------------|---------------------|-------------|
| 10204400 6908 Interfund Chrg/Vehicle Maint | 19,493             | 0                    | 19,493            | 11,370.94   | .00          | 8,122.06            | 58.3%       |
| 10204400 6918 Interfund Charges- Comp Main | 77,369             | 0                    | 77,369            | 45,131.94   | .00          | 32,237.06           | 58.3%       |
| 10204400 6920 Interfund Charges - Computer | 14,616             | 0                    | 14,616            | 8,526.00    | .00          | 6,090.28            | 58.3%       |
| TOTAL Code Enforcement                     | 276,220            | 0                    | 276,220           | 296,180.75  | 85.12        | -20,045.74          | 107.3%      |
| TOTAL General Fund                         | 276,220            | 0                    | 276,220           | 296,180.75  | 85.12        | -20,045.74          | 107.3%      |
| TOTAL REVENUES                             | -1,036,195         | 0                    | -1,036,195        | -351,157.23 | .00          | -685,037.77         |             |
| TOTAL EXPENSES                             | 1,312,415          | 0                    | 1,312,415         | 647,337.98  | 85.12        | 664,992.03          |             |

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| ACCOUNTS FOR:                              | ORIGINAL<br>APPROP | TRANFRS/<br>ADJSTMTS | REVISED<br>BUDGET | ACTUALS   | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|--|--------------------|----------------------|-------------------|-----------|--------------|---------------------|-------------|
| 1081 General Fund - LEA Tire Grant         |                    |                      |                   |           |              |                     |             |
| <hr/>                                      |                    |                      |                   |           |              |                     |             |
| 10814420 LEA Tire Grant                    |                    |                      |                   |           |              |                     |             |
| 10814420 4428 Grant/ Current Yr Allocation | -18,338            | 0                    | -18,338           | -1,597.80 | .00          | -16,740.20          | 8.7%        |
| 10814420 5000 Salaries/Full-time           | 6,335              | 0                    | 6,335             | 653.47    | .00          | 5,681.53            | 10.3%       |
| 10814420 5110 Salaries/Uniform Pay         | 0                  | 0                    | 0                 | 22.65     | .00          | -22.65              | .0%         |
| 10814420 5300 Public Employee Retirement S | 1,725              | 0                    | 1,725             | 627.71    | .00          | 1,097.25            | 36.4%       |
| 10814420 5302 Long Term Disability Insuran | 23                 | 0                    | 23                | 4.86      | .00          | 17.95               | 21.3%       |
| 10814420 5303 Life Insurance Premiums      | 0                  | 0                    | 0                 | 1.54      | .00          | -1.54               | .0%         |
| 10814420 5304 Workers Compensation Insuran | 531                | 0                    | 531               | 73.98     | .00          | 457.46              | 13.9%       |
| 10814420 5305 Medicare Tax- Employer's Sha | 96                 | 0                    | 96                | 12.20     | .00          | 83.52               | 12.7%       |
| 10814420 5308 Deferred Compensation/Full-t | 266                | 0                    | 266               | 32.81     | .00          | 233.26              | 12.3%       |
| 10814420 5309 Unemployment Insurance       | 215                | 0                    | 215               | .00       | .00          | 215.39              | .0%         |
| 10814420 5310 Section 125 Benefit Allow.   | 2,607              | 0                    | 2,607             | 586.74    | .00          | 2,020.54            | 22.5%       |
| 10814420 6530 Conference/Training/Ed       | 6,956              | 0                    | 6,956             | .00       | .00          | 6,956.00            | .0%         |
| 10814420 6532 Maintenance/Other Supplies   | 205                | 0                    | 205               | .00       | .00          | 205.00              | .0%         |
| TOTAL LEA Tire Grant                       | 622                | 0                    | 622               | 418.16    | .00          | 203.51              | 67.3%       |

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City of Madera, CA - LIVE 11.1  
FLEXIBLE PERIOD REPORT

FROM 2017 01 TO 2017 07

| ACCOUNTS FOR:                              | ORIGINAL<br>APPROP | TRANFRS/<br>ADJSTMTS | REVISED<br>BUDGET | ACTUALS    | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|--|--------------------|----------------------|-------------------|------------|--------------|---------------------|-------------|
| 1081 General Fund - LEA Tire Grant         |                    |                      |                   |            |              |                     |             |
| <hr/>                                      |                    |                      |                   |            |              |                     |             |
| 10814460 Tire Amnesty Grant                |                    |                      |                   |            |              |                     |             |
| 10814460 4556 Tire Amnesty Grant           | -39,649            | 0                    | -39,649           | -22,924.87 | .00          | -16,724.13          | 57.8%       |
| 10814460 5000 Salaries/Full-time           | 5,280              | 0                    | 5,280             | 1,183.73   | .00          | 4,096.27            | 22.4%       |
| 10814460 5300 Public Employee Retirement S | 1,438              | 0                    | 1,438             | 2,156.09   | .00          | -718.40             | 150.0%      |
| 10814460 5302 Long Term Disability Insuran | 19                 | 0                    | 19                | 6.06       | .00          | 12.95               | 31.9%       |
| 10814460 5303 Life Insurance Premiums      | 0                  | 0                    | 0                 | 1.72       | .00          | -1.72               | .0%         |
| 10814460 5304 Workers Compensation Insuran | 443                | 0                    | 443               | 139.85     | .00          | 303.09              | 31.6%       |
| 10814460 5305 Medicare Tax- Employer's Sha | 80                 | 0                    | 80                | 24.15      | .00          | 55.63               | 30.3%       |
| 10814460 5308 Deferred Compensation/Full-t | 222                | 0                    | 222               | 65.28      | .00          | 156.48              | 29.4%       |
| 10814460 5309 Unemployment Insurance       | 180                | 0                    | 180               | 2.15       | .00          | 177.37              | 1.2%        |
| 10814460 5310 Section 125 Benefit Allow.   | 2,173              | 0                    | 2,173             | 533.27     | .00          | 1,639.81            | 24.5%       |
| 10814460 6412 Advertising/Other            | 4,318              | 0                    | 4,318             | 588.60     | .00          | 3,729.40            | 13.6%       |
| 10814460 6440 Contracted Services          | 25,545             | 0                    | 25,545            | 7,730.00   | 17,500.00    | 315.00              | 98.8%       |
| 10814460 6532 Maintenance/Other Supplies   | 665                | 0                    | 665               | 101.92     | .00          | 563.08              | 15.3%       |
| TOTAL Tire Amnesty Grant                   | 713                | 0                    | 713               | -10,392.05 | 17,500.00    | -6,395.17           | 997.2%      |
| TOTAL General Fund - LEA Tire Grant        | 1,334              | 0                    | 1,334             | -9,973.89  | 17,500.00    | -6,191.66           | 564.0%      |
| TOTAL REVENUES                             | -57,987            | 0                    | -57,987           | -24,522.67 | .00          | -33,464.33          |             |
| TOTAL EXPENSES                             | 59,321             | 0                    | 59,321            | 14,548.78  | 17,500.00    | 27,272.67           |             |

02/01/2017  
17:03:36

City of Madera, CA - LIVE 11.1  
FLEXIBLE PERIOD REPORT

FROM 2017 01 TO 2017 07

|             | ORIGINAL<br>APPROP | TRANFRS/<br>ADJSTMTS | REVISED<br>BUDGET | ACTUALS    | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|-------------|--------------------|----------------------|-------------------|------------|--------------|---------------------|-------------|
| GRAND TOTAL | 277,555            | 0                    | 277,555           | 286,206.86 | 17,585.12    | -26,237.40          | 109.5%      |

**REPORT TO THE CITY COUNCIL**

**MEETING OF:** February 8, 2017

**AGENDA ITEM NUMBER:** 3F

**APPROVED BY:**

  
Executive Director

  
Neighborhood Preservation Supervisor

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

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

**HISTORY/BACKGROUND**

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

**RECOMMENDATION**

No action is required.

JET/vr

Attachment:  
-Activity Report

**REPORT FOR JANUARY 1, 2017 – JANUARY 31, 2017**

**Foreclosed Property Activities**

|     | <b>Activity</b>                          | <b>Amount</b> |
|-----|--|---------------|
| 1.  | Total Foreclosed Property Cases          | <b>100</b>    |
| 2.  | Monitoring (Occupied)                    | <b>74</b>     |
| 3.  | Active Cases                             | <b>26</b>     |
| *4. | Properties Sold this month and/or Closed | <b>8</b>      |
| 5.  | Properties Registered                    | <b>6</b>      |
| 6.  | Citations Issued                         | <b>1</b>      |

\* ( 8 ) Foreclosure properties sold. Foreclosure cases closed due to cancellation of foreclosure process ( 0 ).

**Code Enforcement Activities**

|    | <b>Activity</b>  | <b>Total for Month</b> | <b>Year to Date<br/>(From 7/1/2016)</b> |
|----|--|------------------------|---|
| 1. | Files Opened<br><i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i>     | <b>30</b>              | <b>564</b>                              |
| 2. | Files Closed<br><i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i>     | <b>147</b>             | <b>595</b>                              |
| 3. | Active Files<br><i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i>     | <b>676</b>             | <b>N/A</b>                              |
| 4. | Citations Issued<br><i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i> | <b>11</b>              | <b>43</b>                               |
| 5. | Abandoned Vehicles Tagged ( <i>Cases Opened</i> )  | <b>48</b>              | <b>299</b>                              |
| 6. | Abandoned Vehicles Towed ( <i>Cases Closed</i> )   | <b>2</b>               | <b>20</b>                               |
| 7. | Abandoned Vehicles Removed ( <i>Cases Closed</i> )                                       | <b>20</b>              | <b>303</b>                              |
| 8. | Active Abandoned Vehicle Files   | <b>117</b>             | <b>N/A</b>                              |
| 9. | Weed Abatement Files Opened  | <b>0</b>               | <b>0</b>                                |

**Accounts Receivables Activities**

|    | <b>Activity</b>   | <b>Total for Month</b> | <b>Year to Date<br/>(From 7/1/2016)</b> |
|----|---|------------------------|---|
| 1. | Fines/Citations, Penalties, and Enforcement Fees <i>Levied</i>                                  | <b>\$3,675.00</b>      | <b>\$53,950.00</b>                      |
| 2. | Fines/Citations, Penalties, and Enforcement Fees <i>Collected</i>                               | <b>\$83,601.67</b>     | <b>\$330,916.07</b>                     |
| 3. | Registration Fees for Vacant/Abandoned Buildings and Foreclosed Properties <i>Collected</i>     | <b>\$330.00</b>        | <b>\$3,720.00</b>                       |
| 4. | Removed for Collections - Fines, Penalties, Citations and Towing Fees sent to Collection Agency | <b>\$0.00</b>          | <b>\$6,985.00</b>                       |

**Small Claims and Lien Activities**

*Information provided by City Attorney's Office*

|    | <b>Type</b>                         | <b>No. of files<br/>This month</b> | <b>No. of files<br/>Ytd.</b> | <b>Amount<br/>This month</b> | <b>Amount<br/>Year to Date</b> |
|----|-------------------------------------|------------------------------------|------------------------------|------------------------------|--------------------------------|
| 1. | Small Claims / Intercept Candidates | <b>0</b>                           | <b>136</b>                   | <b>\$0.00</b>                | <b>\$158,188.32</b>            |
| 2. | Lien Confirmations                  | <b>1</b>                           | <b>19</b>                    | <b>\$1,870.00</b>            | <b>\$156,099.92</b>            |
| 3. | Liens turned over to Assessor       | <b>0</b>                           | <b>8</b>                     | <b>\$0.00</b>                | <b>\$2,251.76</b>              |

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

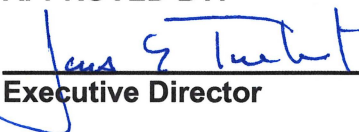


# REPORT TO THE CITY COUNCIL

MEETING OF: February 8, 2017

AGENDA ITEM NUMBER: 3G

APPROVED BY:

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

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

**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 | \$28,638 | \$20,220  | \$133,834 | \$38,741  | \$23,545 | \$88,231 |          |           |          |           |          | \$350,213          |
| <b>TOTAL</b> |          |          |           |           |           |          |          |          |           |          |           |          | <b>\$3,738,577</b> |

## RECOMMENDATION

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



## REPORT TO THE CITY COUNCIL

**BOARD MEETING OF:** February 8, 2017  
**AGENDA ITEM NUMBER:** 3H

**APPROVED BY:**

  
 \_\_\_\_\_  
 Neighborhood Outreach Coordinator

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

**Subject:** Update on Neighborhood Outreach Activities

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

### HISTORY/BACKGROUND:

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

- Saleh Alhomed, Neighborhood Outreach Coordinator, full-time employee.
- Yuliana Franco, Neighborhood Outreach Consultant, part-time employee (20hrs/week).
- Christina Herrera, Neighborhood Outreach Assistant, full-time employee.

#### I. Neighborhood Meetings:

##### a. January Meetings:

- i. January 17, 2017; Location: 414 Elm Street; Time: 6-7 P. M. (3rd N.W.)
- ii. January 25, 2016; Location: 800 Yosemite Ave; Time: 11-12 P.M. (1st N.W.)

#### II. Upcoming Neighborhood Watch Meetings:

##### a. February Meetings:

- i. February 9, 2017; Location: Corner of Rotan and West 5<sup>th</sup> Streets; Time: 6-7 P.M. (1<sup>st</sup> NW)
- ii. February 22, 2017; Location: S. Coolidge Street; Time: 6-7PM (3<sup>rd</sup> NW)
- iii. February 23, 2017; Location: 800 Yosemite Apartments; Time: 11-12 P.M. (2<sup>nd</sup> NW)
- iv. February 23, 2017; Location: 120 Harding Street; Time: 6-7 P.M. (2<sup>nd</sup> NW)

#### III. Anti-Graffiti Program

- a. We launched our annual Anti-Graffiti Program. This year, we are covering 14 schools—that is, all the elementary schools in the city and a few in the county. Christina and Saleh are coordinating with our partners the Madera Police Department, The Madera County Probation, the Madera County Sheriff Department, and Public Works Department to carry out the presentations effectively.

- b. Here is the schedule:

#### January:

- Tuesday, January 31<sup>st</sup> at 1:30PM, at Dixieland Elementary School--**Completed**
  - 18440 Rd 19, Madera, CA 93637

#### February

- Wednesday, February 1<sup>st</sup> at 8:30AM, at Eastin-Arcola Elementary School—**Completed**
  - 29551 Ave 8, Madera, CA 93637
- Thursday, February 2<sup>nd</sup> at 8:30AM, at Nishimoto Elementary School—**Completed**
  - 26460 Martin St, Madera, CA 93638

- Wednesday, February 8<sup>th</sup> at 1:30PM, at Howard Elementary School
  - **13878 Rd 21 1/2, Madera, CA 93637**
- Friday, February 10<sup>th</sup> at 10:15AM, at Cesar Chavez Elementary School
  - **2600 E Pecan Ave, Madera, CA 93637**
- Wednesday, February 15<sup>th</sup> at 1:30PM, at Millview Elementary School
  - **1609 Clinton St, Madera, CA 93638**
- Friday, February 24<sup>th</sup> at 1:30PM, at Alpha Elementary School
  - **900 Stadium Rd, Madera, CA 93637**

### **March**

- Thursday, March 2<sup>nd</sup> at 9:00AM, at Sierra Vista Elementary School—**Councilman Holley**
  - **917 E Olive Ave, Madera, CA 93638**
- Monday, March 6<sup>th</sup> at 1:30PM, at James Madison Elementary School
  - **109 Stadium Rd, Madera, CA 93637**
- Thursday, March 16<sup>th</sup> at 10:00AM, at George Washington Elementary School—**Councilman Oliver**
  - **509 E South St, Madera, CA 93638**
- Thursday, March 23<sup>rd</sup> at 1:30PM, at Parkwood Elementary School
  - **1150 E Pecan Ave, Madera, CA 93637**
- Thursday, March 31<sup>st</sup> at 10AM, at Perishing Elementary School
  - **1505 Ellis St, Madera, CA 93638**

### **April**

- Monday, April 3<sup>rd</sup> at 8:30AM, at Berenda Elementary School—**Councilman Oliver**
  - **26820 Club Drive, Madera, CA 93638**
- Friday, April 7<sup>th</sup> at 10:15AM, at John Adams Elementary School—**Councilwoman Gallegos**
  - **1822 National Ave, Madera, CA 93637**
- Friday, April 19<sup>th</sup> at 1:30PM, at Lincoln Elementary School—**Supervisor Robert Poythress**

### **IV. Outreach Activities:**

- a. Madera Downtown Association Social Mixer
- b. Annual Intercultural/Interfaith Event
- c. Arts Council Community Information Session

### **V. Established Community Partnerships:**

- a. American Red Cross Volunteer Training
  - i. We had a Madera Team meeting on January 18, 2017 to discuss upcoming helping events for volunteers and provided supplies to volunteers for rescue missions.
- b. Community Partnership
  - i. The meeting was canceled. We worked on the Homeless Count of the year in conjunction with the Madera Community Action Partnership.
- c. Curb Stripe Initiative
  - i. At the December meeting, the committee charged the Community Outreach Coordinator, Saleh Alhomed, with looking into the financial projections of a City-wide implementation. Saleh, under the supervisory of James Taubert, worked with Public Works Director, David Randall, City Attorney, Brent Richardson, and City Manager, David Tooley to prepare a report for Council. It will be presented to Council.
- d. Madera Downtown Association
  - i. Our outreach staff walked to invite merchants to the meetings.
  - ii. The outreach worked with the Chamber of Commerce to collect the contact information of all the merchants in downtown to start utilizing e-mail and phone communications to invite merchants to events, meetings, and to keep them informed on new developments.
  - iii. Debi Bray and Jim Taubert invited Public Works Director and the Finance Director to the March Madera Downtown Association meeting to discuss with merchants the City's charges and services it provides to the downtown merchants and owners.

**e. SCORE**

- i. Jim, Yuliana, and Sal are collaborating with Mr. Chris Boyle, Director of the Planning Department, on preparing for the City's annual business workshops. These collaborative efforts will help enhance the quality of workshops and bring more entrepreneurs and business owners to the workshops.
- ii. There was a meeting on Friday, January 27<sup>th</sup> with Mr. Boyle.
- iii. We will have a follow-up meeting once the ideas we brainstormed are approved.

**f. Transforming Our City**

- i. No further action at this point.

**g. Adopt-A-School**

- i. Our department received a \$25,000 grant to help run the program. Our department will partner with the Madera Ministerial Association on outreach and running the program.
- ii. We have received two applications from two different churches. We are anticipating to get five applications in by the end of this month.
- iii. We are also coordinating with David Hernandez, Director of Community Service, at the MUSD to facilitate the fingerprinting and TB testing process.

**h. Youth Leadership Conference**

- i. James Irvine Foundation is considering providing a \$10,000 award to the MUSD Foundation to procure some of the costs of running the program.
- ii. Yuliana has been doing outreach at high schools and colleges in Madera and Fresno. The logistical requisites of the program are being covered.
- iii. We are closing in on finalizing the list of attendees.

**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: February 8, 2017

AGENDA ITEM NUMBER: 31

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 Spring of 2017

**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 March 18, 2017.

**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 March 18, 2017. 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 - 2017

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 March 18, 2017; 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,** hereinafter  
called the Association, and **City of Madera** 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 **March 18, 2017, 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 01/13/2017 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 03/03/2017.**
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 \_\_\_\_\_



## 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.



## 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.

**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.

# MADERA DISTRICT FAIR

## INTERIM FACILITY RESERVATION FORM

OFFICE USE ONLY:  
 Exhibit "D"  
 Contract # 17-074  
 Last Contract 16-153

141116

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: 408-586  
 Mailing Address: 428 E. Yosemite Ave. Madera 93603  
 Contact Email: \_\_\_\_\_ Alt. Contact #: \_\_\_\_\_  
 DATE (S) OF EVENT: March 18, 2017 HOURS OF EVENT: 8:30-1:30pm  
 TYPE OF EVENT: Time 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 \_\_\_\_\_

Cost of Rental Area: \$ 350  
 Damage/Cleaning Deposit: \$ \_\_\_\_\_  
 Day before set up: \$ \_\_\_\_\_  
 Day After for clean up: \$ \_\_\_\_\_  
 Insurance: \$ OWN  
 Liquor Liability Insurance: \$ \_\_\_\_\_  
 Additional Charges: \$ \_\_\_\_\_

OTHER BUILDING (S)/AREA (S) REQUESTED:  
portion of Lot B  
\*Brags in own parties.

ESTIMATED COST OF RENTAL: \$ 350  
 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: 3.13.17
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.

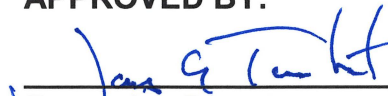
By signing, I acknowledge that I fully understand and agree to the terms of this rental form Andrew Renter

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

**BOARD MEETING OF: February 8, 2017**

**AGENDA ITEM NUMBER: 3J**

**APPROVED BY:**

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

**Subject: Consideration of a Resolution Amending Fund 4020 Low/Mod Housing Fund FY 2017 Budget**

**Summary: The Successor Housing Agency Board will consider a resolution amending the FY 2017 Budget.**

**HISTORY/BACKGROUND**

At the January 2017 meeting the Agency Board and City Council accepted the grant award from Chukchansi Gold Resort and Casino. The grant will fund the implementation of the Adopt-A-School Program.

**SITUATION**

A budget amendment is needed to recognize the receipt of revenue and setup an account for the distribution of expenditures to fund the Adopt-A-School Program. Exhibit A to the resolution has been prepared for submittal to Finance Department on approval.

Amendment to increase the budget of the following accounts:

Revenue Account – Local Grants \$25,000.00-  
Expenditure Account – Adopt-A- School Program \$25,000.00

**RECOMMENDATION**

Staff recommends the Successor Housing Agency Board approve the resolution amending the FY 2017 Budget attached as Exhibit A.

Attachment:  
-Resolution (SHA)  
-Exhibit A

**RESOLUTION NO. SHA**

**A RESOLUTION OF THE SUCCESSOR HOUSING AGENCY OF  
THE FORMER MADERA REDEVELOPMENT AGENCY  
AMENDING FUND 4020 LOW/MOD HOUSING FUND FISCAL  
YEAR 2017 BUDGET**

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

**WHEREAS**, in accordance with Section 33606 of the California Health and Safety Code, the Agency is required to adopt an annual budget including all activities to be financed by the Low and Moderate Income Housing Fund established pursuant to Section 33334.3 of the Health and Safety Code, and

**WHEREAS**, the Successor Housing Agency Board has reviewed and adopted the FY 2017 Agency Budget, and

**WHEREAS**, the Successor Housing Agency Board accepted the award of grant funds creating the need for an amendment to FY 2017 budget fund 4020 Low/Mod Housing fund.

**NOW, THEREFORE, IT IS RESOLVED** and the Board of Directors of the Successor Housing Agency of the Former Madera Redevelopment Agency finds, declares, determines, and orders as follows:

1. The above recitals are true and correct.
2. The FY 2017 Budget in fund 4020 Low/Mod Housing fund is hereby amended and a signed copy of this resolution shall be placed on file in the office of the Director of Finance, who shall take such actions as necessary to reflect the budget amendment per “Exhibit A”.
3. This Resolution shall become effective immediately upon adoption.

\*\*\*\*\*

EXHIBIT A  
CITY OF MADERA SUCCESSOR HOUSING AGENCY  
MID-YEAR BUDGET REVIEW - FUND 4020 LOW MODERATE INCOME HOUSING FUND  
FISCAL YEAR 2016-17

| ACCOUNT DESCRIPTION                     | ORG      | OBJ  | YTD<br>ACTIVITY | WORKING<br>BUDGET | 02-08-17<br>AMENDMENT | REVISED<br>BUDGET |
|---|----------|------|-----------------|-------------------|-----------------------|-------------------|
| <b>Revenue</b>                          |          |      |                 |                   |                       |                   |
| Interest Income/Loans                   | 40200000 | 4163 | (190.97)        | (203.00)          |                       | (203.00)          |
| Rental Income                           | 40200000 | 4190 | (3,150.00)      | (12,600.00)       |                       | (12,600.00)       |
| Grant                                   | 40200000 | 4434 | -               | (16,000.00)       |                       | (16,000.00)       |
| Local Grant                             | 40200000 | 4442 | (25,000.00)     | -                 | (25,000.00)           | (25,000.00)       |
| Refunds and Reimbursements              | 40200000 | 4659 | (3,423.73)      | -                 |                       | -                 |
| Sale of Real and Personal Prop          | 40200000 | 4671 | -               | (250,000.00)      | -                     | (250,000.00)      |
| <b>Total Revenue</b>                    |          |      | (31,764.70)     | (278,803.00)      | (25,000.00)           | (303,803.00)      |
| <b>Expenditures</b>                     |          |      |                 |                   |                       |                   |
| Salaries/Full-time                      | 40200000 | 5000 | 7,848.99        | 28,000.00         |                       | 28,000.00         |
| Salaries/Part-time                      | 40200000 | 5005 | 524.70          | 2,602.00          |                       | 2,602.00          |
| Salaries/Overtime                       | 40200000 | 5100 | 26.43           | -                 |                       | -                 |
| Salaries/Leave Payout                   | 40200000 | 5105 | -               | 1,785.00          |                       | 1,785.00          |
| Public Employee Retirement Sys          | 40200000 | 5300 | 1,728.22        | 6,890.00          |                       | 6,890.00          |
| Long Term Disability Insurance          | 40200000 | 5302 | 21.07           | 80.00             |                       | 80.00             |
| Life Insurance Premiums                 | 40200000 | 5303 | 4.88            | 18.00             |                       | 18.00             |
| Workers Compensation Insurance          | 40200000 | 5304 | 653.91          | 2,567.00          |                       | 2,567.00          |
| Medicare Tax- Employer's Share          | 40200000 | 5305 | 111.18          | 480.00            |                       | 480.00            |
| Deferred Comp/Part-Time                 | 40200000 | 5307 | 19.42           | 98.00             |                       | 98.00             |
| Deferred Compensation/Full-tim          | 40200000 | 5308 | 354.37          | 628.00            |                       | 628.00            |
| Unemployment Insurance                  | 40200000 | 5309 | -               | 95.00             |                       | 95.00             |
| Section 125 Benefit Allow.              | 40200000 | 5310 | 1,288.14        | 3,750.00          |                       | 3,750.00          |
| Gas and Electric Utilities              | 40200000 | 6401 | 269.29          | 4,000.00          |                       | 4,000.00          |
| Telephone/Fax Charges                   | 40200000 | 6402 | 63.99           | 350.00            |                       | 350.00            |
| Advertising/Bids and Notices            | 40200000 | 6411 | 131.82          | 800.00            |                       | 800.00            |
| Office Supplies/Expendable              | 40200000 | 6416 | -               | 200.00            |                       | 200.00            |
| Postage / Other Mailing Charge          | 40200000 | 6418 | -               | 100.00            |                       | 100.00            |
| Contracted Services                     | 40200000 | 6440 | -               | 80,000.00         |                       | 80,000.00         |
| Adopt-A-School Grant Program            | 40200000 | 6480 | -               | -                 | 25,000.00             | 25,000.00         |
| Rehabilitation Costs                    | 40200000 | 6485 | -               | 250,000.00        |                       | 250,000.00        |
| Disposal Costs                          | 40200000 | 6487 | -               | 15,000.00         |                       | 15,000.00         |
| Taxes and Assessments                   | 40200000 | 6515 | -               | 6,600.00          |                       | 6,600.00          |
| Conference/Training/Ed                  | 40200000 | 6530 | -               | 100.00            |                       | 100.00            |
| Maintenance/Other Supplies              | 40200000 | 6532 | -               | 400.00            |                       | 400.00            |
| Lease Property Maintenance              | 40200000 | 6535 | 955.00          | 1,500.00          |                       | 1,500.00          |
| Facilities And Improvements             | 40200000 | 7030 | 1,596.90        | 413,000.00        | -                     | 413,000.00        |
| <b>Total Expenditures</b>               |          |      | 15,598.31       | 819,043.00        | 25,000.00             | 844,043.00        |
| <br>Total 40200000 Low/Mod Housing Fund |          |      | (16,166.39)     | 540,240.00        | -                     | 540,240.00        |

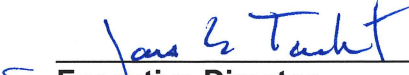


# REPORT TO THE CITY COUNCIL

**BOARD MEETING OF:** February 8, 2017  
**AGENDA ITEM NUMBER:** 4A

**APPROVED BY:**

  
 Neighborhood Outreach Coordinator

  
 Executive Director

  
 For City Manager

**Subject:** Discussion regarding curb stripe program

**Summary:** This report will be presented to Council on findings regarding implementing the Curb Stripe Program City-wide.

**HISTORY/BACKGROUND:**

During the Curb Stripe Committee meeting, some members expressed interest in the possibility of implementing the Curb Stripe Program City-wide. The Neighborhood Outreach Coordinator was charged with looking into the ability of undertaking this effort in consultation with the City Attorney, City Manager, and Public Works Director. This report presents information on the implementation projected costs, a public campaign to inform the public regarding City-wide curb painting, and outlines a systematic process for removal of curb stripe in the event some residents do not want it on their curb.

**I. Financial and Costs Projections:**

| <b>General Projection</b>   |   |
|---|---|
| <b>City Parcels</b>   | <b>Projected Cost</b>   |
| 12,000  | \$117,187.20  |
| <b>Each Emblem Cost</b>   |   |
| <b>Item</b>   | <b>Cost</b>   |
| Emblem  | \$15.32/parcel  |
| <i>Note: The above per emblem cost is comprised of 58.2% labor and 41.8% equipment and material</i> |   |
| <b>Labor</b>  |   |
| <b>Item</b>   | <b>Note</b>   |
| Two man crews with airless sprayers and stencils (2 people)   | Paint about 75 emblems per day (1 coat)   |
| Two sets of two man crews with airless sprayers and stencils (4 people)                             | Eight (8) months to complete all 12,000 with both coats (2 coats for longer duration) |
| <b>Total Labor</b>  | <b>5,120 Man Hours</b>  |

| Removal of Emblem   |   |
|---|---|
| Item  | Cost  |
| Each emblem removal is anticipated to be on average a 45 minutes task | \$60/each   |
|   |   |
| Long-Term Maintenance   |   |
| Item  | Cost  |
| 12,000 Parcels  | \$60,000 to add a single coat which may need to be done on an average of every two years. |

**II. If City-wide curb painting is carried out by the City:**

- a. Dedicate four or more existing employees for this task for 8 months.
- b. If part-time employees are not hired during the implementation, then we would:
  - i. Eliminate our ability to do graffiti work, tire pick up, and alley maintenance activities.
- c. If existing full employees are used for maintenance, labor cost would increase by 57% (\$66,610).

**III. Legality of City-wide implementation:**

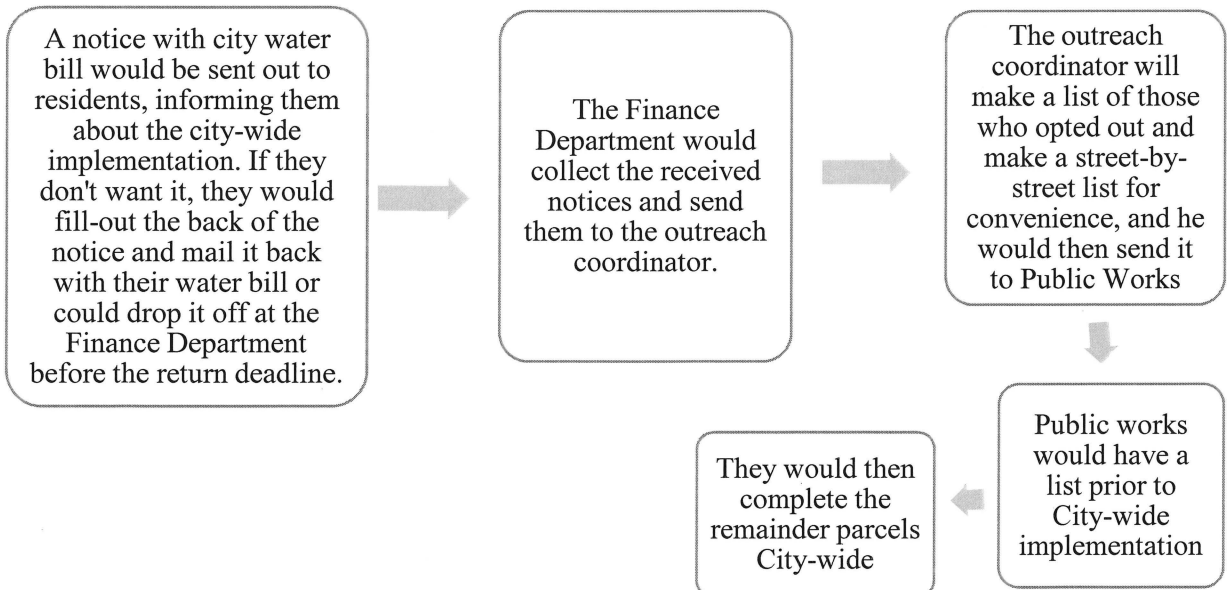
- a. There is no apparent legal prohibition painting the curbs of all the parcels within the City of Madera. However, it is possible that unhappy residents might challenge such a program upon implementation, which would result in the expenditure of resources for legal defense.

**IV. Public relations campaign**

- a. A short video-clip would be made to convey the City's intent to do curb painting throughout the entire City. However, the message of the video would highlight the program's purpose to show support for law enforcement and first-responders, combined with the idea that this is a collective effort of Maderans to come together around a common purpose: support first-responders during these difficult times.

**V. Before City-wide implementation**

- a. Before a City-wide implementation, we would let the public know about it. Residents who do not choose to participate will fill-out a notice we would mail out with the water bill and ask them to return it to us by the return deadline on the notice. This will go out with the water-bill for one specific month and the return deadline will be at the end of that same month. Here is the process:





- b. We would also give residents the option of opting out by filling out a form on the City's Web site. We would advertise that the deadline to fill out the on-line form by the same deadline posted on the notice mailed out with the water bill.
- c. The process would be included in the video-clip to inform the public about options they have to opt-out.

**VI. Removal of Emblem Process in the event some residents don't return the notice regardless of reason(s):**

- a. Residents who do not want to participate could have the emblem removed. We will institute the following systemic process:
  - i. There will be an on-line, emblem removal form posted on City's Web site. Residents can also call the Neighborhood Revitalization Department to request removal of emblem;
  - ii. Upon receiving the request of removal from residents, the information will be forwarded to Saleh Alhomed, who will then compile a bi-weekly list and forward it to Public Works;
  - iii. Once Public Works gets the list, it will send a crew to remove it.

**RECOMMENDATION**

**VII. The Board's direction is requested:**

- a. Adopt this program;
- b. Continue program in the current form, recognizing it is going to take several years to cover the entire city;
- c. Find alternative forums to bond with first-responders.

**REPORT TO THE CITY COUNCIL**

**MEETING OF** February 8, 2017  
**AGENDA ITEM NUMBER** 4B

**APPROVED BY:**

  
Executive Director

**Subject:** Discussion Regarding Community Garden – Councilmember Derek Robinson

**Summary:** The City Council will be provided with background information on efforts to establish a community garden.

**HISTORY/BACKGROUND**

Councilmember Derek Robinson has been working to develop a community garden. He has indicated that several non-profits have agreed to provide the labor. The former redevelopment agency constructed a community garden at Fourth and Lake Streets. The City contracts with the Coalition for Community Justice to maintain the facility. According to spokesperson Baldwin Moy additional partnerships are not needed at the present time.

Councilmember Robinson inquired about Agency owned property at Clinton and E Streets. Following discussions with the City Attorney it was determined that the use of Agency-owned property would require the approval of the California Department of Finance. This approval is highly unlikely.


**RECOMMENDATION**

The Agency Board is being asked for suggestions on privately owned properties that could be used for the project.

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

BOARD MEETING OF: February 8, 2017  
AGENDA ITEM NUMBER: 6A

APPROVED BY:

  
Executive Director

**Subject: Consideration of a Resolution Approving an Agreement Between Blair, Church & Flynn, and The Successor Housing Agency to The Former Madera Redevelopment Agency For Engineering Services Related to the Riverwalk Drive Improvement Project**

**Summary: The Successor Housing Agency will consider a resolution approving an Agreement with Blair, Church & Flynn in an amount not to exceed \$33,452.00**

## HISTORY/BACKGROUND

The Riverwalk Drive improvement project began long before dissolution. It is now entering the final stage of development. After completion of the work included in this proposal the project will be ready for submittal of the PG&E application, design and installation of the joint trench, gas, electric, telephone and cable TV installation.

## SITUATION

Blair, Church & Flynn has submitted a proposal for the re-redesign that took place for the 12 single family lots which replaced the original planned 42 medium high density residential subdivision abandoned after dissolution. This work included rezone, tentative subdivision map, precise plan and conceptual planting plan. This proposal also includes the additional work of design and construction staking services that was not included in previous agreement for fence and sewer line. Work remaining includes topographical survey, final track map and lot grading plan. This action is on the approved ROPS line item 66.

## RECOMMENDATION

Staff recommends the Successor Housing Agency adopt the resolution approving the Agreement with Blair, Church & Flynn in an amount not to exceed \$33,452.00.

JET:bw

Attachments:

- Resolution (Agency)
- Agreement
- BF&C Contract Exhibit

RESOLUTION NO. SHA

RESOLUTION OF THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, APPROVING AGREEMENT WITH BLAIR, CHURCH & FLYNN, FOR ENGINEERING SERVICES RELATED TO THE RIVERWALK DRIVE IMPROVEMENT PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

WHEREAS, the Successor Housing Agency to the former Madera Redevelopment Agency (the "Housing Agency") was established in accordance with AB 1484. (the "Dissolution Law"); and

WHEREAS, the Dissolution Law authorizes the Housing Agency to assume the housing functions of the former Madera Redevelopment Agency; and

WHEREAS, the Housing Agency is in need of engineering subdivision re-design services ("Services") for the Riverwalk Drive Improvement Project in the Redevelopment Project Area; and

WHEREAS, Blair, Church & Flynn, ("BC&F") is an organization that is qualified to provide such services; and

WHEREAS, the Agency has prepared an agreement with BC&F for Services ("the Agreement") and such Agreement is on file in the office of the Executive Director of the Agency and referred to for more particulars; and

WHEREAS, the Successor Housing Agency has previously notified the Successor Agency and Oversight Board of the intent to use pre-2011 bond funds for this project, and;

WHEREAS, funds are available for this project and approved in the ROPS 16-17 on line item 66.

NOW, THEREFORE, THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY hereby finds, determines, resolves and orders as

follows:

1. The recitals listed above are true and correct.
2. The Agreement with Blair, Church & Flynn for Engineering Services related to the Riverwalk Drive Improvement Project, a copy of which is on file in the office of the Executive Director and referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the Agreement on behalf of the Agency.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

PASSED AND ADOPTED by the City Council of the City of Madera as the Successor Housing Agency to the former Madera Redevelopment Agency of the City of Madera this 8<sup>th</sup> day of February 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST:

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

Approved as to Legal Form:

\_\_\_\_\_  
Brent Richardson, General Counsel

**AGREEMENT BETWEEN BLAIR, CHURCH &  
FLYNN, AND THE SUCCESSOR HOUSING  
AGENCY TO THE FORMER MADERA  
REDEVELOPMENT AGENCY FOR  
ENGINEERING SERVICES RELATED TO  
THE RIVERWALK DRIVE IMPROVEMENT  
PROJECT**

This Agreement made and entered into this 8<sup>th</sup> day of February, 2017, between the Successor Housing Agency to the Former Madera Redevelopment Agency, hereinafter called “Agency,” and Blair, Church & Flynn, 451 Clovis Ave, Suite 200, Clovis Ca 93612, hereinafter called “BC&F.”

**RECITALS**

- a. In an effort to improve the safety, function and aesthetic quality of the Redevelopment Project Area for future development, the Agency has requested a proposal for engineering services for the Riverwalk Drive Improvement Project (the “Project”).
- b. Agency requires engineering services of a qualified specialist for subdivision re-design services.
- c. Agency has determined that BC&F is a firm having the necessary experience and qualifications to provide subdivision re-design services for such project.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, it is agreed by and between the Agency and BC&F as follows:

- 1.0 Services. The Agency hereby employs BC&F to perform the subdivision re-design services herein set forth at the compensation and upon the terms and conditions herein expressed, and BC&F hereby agrees to perform such services for said compensation, and upon said terms

and conditions. Said services to be performed pursuant to this Agreement are more particularly described in Section 2.0.

2.0 Obligations, Duties and Responsibilities of BC&F. It shall be the duty, obligation and responsibility of BC&F, in a skilled and professional manner, to perform, furnish and supply to the Agency the engineering subdivision re-design services (“Services”) required pertaining to the Riverwalk Drive Improvement “Scope of Services”, on Task I thru V of the proposal, dated January 30, 2017, from BC&F to Agency, attached hereto as “Exhibit A” and incorporated herein as though fully set forth. This Agreement shall prevail should there be any discrepancies between “Exhibit A” and this Agreement.

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

2.2 Use of Project Plans and Reports. All plans, specifications and reports prepared by BC&F, whether written or oral, and all opinions rendered by BC&F, are for the sole use of Agency. They are not to be provided to any other person or entity without the express written consent and authorization of Agency.

2.3 Confidentiality. Documents, plans, disclosures and other information of any nature and description, which Agency supplies or makes available to BC&F or which BC&F discovers or develops in performance of the Services under this Agreement, shall be deemed confidential. BC&F shall not disclose same without Agency's written authorization, except to the extent that information is in the public domain, or is required by law or under BC&F's professional obligations to be disclosed.



3.0 BC&F's Fees and Compensation: Amount: How and When Payable.

3.1 Fees - For all the work and services, including supplies and equipment, pertaining to the Project and required to be furnished by BC&F to the Agency, Agency agrees to pay to BC&F, and BC&F agrees to accept as payment in full, compensation on a lump sum fee basis as indicated in "Exhibit A" in an amount not to exceed a total of \$33,452.00. It is understood and agreed to by both parties that all expenses incidental to BC&F's performance of services pursuant to this agreement will be actual cost reimbursement, and are included in the basic fee.

3.2 Monthly Progress Billings - BC&F shall furnish Agency with itemized monthly progress billings for all services rendered and supplies furnished under Paragraph 2 hereof pertaining to services on a lump sum fee basis as the work is completed. Such payments shall be due and payable by Agency to BC&F within thirty (30) days after presentation of approved invoices to Agency.

4.0 Audits and Inspections Access. BC&F shall, upon reasonable notice and at any time during regular business hours, and as often as Agency may deem necessary, make available to Agency or its authorized representative for examination, all of BC&F's records and data with respect to matters covered by this Agreement. BC&F shall permit Agency to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters pertaining to this Agreement.

5.0 Time of Completion. Agency and BC&F agree that time is of the essence in each and every term of this Agreement, and that the Project will be completed within a reasonably expeditious time period, but in no event to exceed 365 days from the date of this Agreement.

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

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

7.0 Ownership of Documents.

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

B. Reuse of documents by Agency for any purpose other than as intended under this Agreement, shall be at Agency's sole risk. Agency shall indemnify BC&F for any damages incurred by BC&F as a result of such reuse, including use of incomplete documents.

8.0 Liability Insurance. During the term of this Agreement, BC&F shall pay for and maintain insurance as listed below:

A. Errors and Omissions Insurance of not less than \$250,000.00 limit of liability with a 30-day written Notice of Cancellation in favor of the Agency;

B. Comprehensive General Liability Insurance of not less than \$1,000,000.00 limit of liability with a 30-day written Notice of Cancellation in favor of the Agency.

C. Worker's Compensation Insurance with a 10-day written Notice of Cancellation in favor of the Agency.

8.1 Insurance Certificate. BC&F will provide current certification of said insurance to the Agency concurrent with execution of this Agreement. BC&F agrees to provide Agency with any and all updates of said insurance certificates upon request of Agency.

8.2 Agency Provided Information. BC&F shall not be liable for any incorrect advice, judgment or decision based on any inaccurate information furnished by Agency, to the extent that such inaccurate information contributed to the rendering of such incorrect advice, judgment

or decision.

8.3 Indemnification Agency waives any claim against BC&F and BC&F waives any claim against Agency for injury, loss or costs created by delay of the Project and any consequential damages of whatever nature, which may arise directly or indirectly as a result of the services provided by BC&F under this Agreement, unless such claim or liability is caused by the contributory negligence or willful misconduct of BC&F in the case of waiver by the Agency, and except in the case such claim or liability is caused by the contributory negligence or willful misconduct of Agency in the case of waiver by the BC&F.

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

Because of its status as an independent contractor, BC&F shall have absolutely no right to employment rights and benefits available to Agency employees. BC&F shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, BC&F shall be solely responsible, and shall hold Agency harmless from all

matters relating to payment of BC&F's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, BC&F may be providing services to others unrelated to Agency or to this Agreement.

10.0 Hold Harmless. BC&F shall hold harmless Agency, its Board, officers, volunteers, and employees, and shall indemnify and defend such Boards, officers, volunteers, and employees, from any and all costs, expenses (including reasonable attorney's fees and court costs), damages, claims, causes of action, losses or any other liabilities arising out of the negligent or wrongful acts, errors or omissions of BC&F, its officers, subconsultants, agents, employees or contractors in performing or failing to perform any work, services, or functions under this Agreement.

11.0 Attorney's Fees/Venue. In the event that any action is brought to enforce the terms of this Agreement, the non-prevailing party agrees to pay reasonable attorney's fees to the prevailing party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County, California, or as appropriate, in the U.S. District Court for the Eastern District of California, located in Fresno County California.

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

13.0 Amendments. Any changes to this Agreement requested by either Agency or BC&F may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended, or any

rights of a party to it waived, except by such a writing.

14.0 Termination. This Agreement may be terminated by mutual agreement or it may be terminated by the Agency upon giving fifteen (15) days written notice of intent to terminate the Agreement. If, in the opinion of the BC&F, any requirement of the Agency under the terms of this Agreement is unsound from a planning standpoint, BC&F may terminate this Agreement upon fifteen (15) days written notice to the Agency.

Notice of termination shall be mailed to the Agency:

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

To the Consultant:  
Blair, Church & Flynn  
c/o Jeff Brians, Principal  
451 Clovis Ave, Suite 200, Clovis CA 93612

In the event of such termination, BC&F shall be paid for work completed through the date of termination, and any such work shall become the property of the Agency and the amount of final fee due and payable by Agency to BC&F will be subject to negotiation.

15.0 Assignment. Neither the Agency nor BC&F will assign its interest in this Agreement without the written consent of the other.

16.0 Notices. All notices and communications from the Agency shall be to BC&F 's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as indicated in Paragraph 14.0 hereof.

17.0 Complete Agreement of Parties. This Agreement, including "Exhibit A"

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

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

19.0 Sole Agreement. This instrument constitutes the sole and only agreement between BC&F and Agency respecting engineering services, and correctly sets forth the obligations of BC&F and Agency to each other as of its date. Any Agreements or representations respecting the Project, not expressly set forth in this instrument are null and void.

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

\* \* \* \* \*

SUCCESSOR HOUSING AGENCY to the former  
Madera Redevelopment Agency

BLAIR, CHURCH & FLYNN

By: \_\_\_\_\_  
Andrew Medellin, Mayor

By: \_\_\_\_\_  
Jeff Brians, Principal

APPROVED AS TO FORM:

ATTEST:

By: \_\_\_\_\_  
Brent Richardson, General Counsel

By: \_\_\_\_\_  
Claudia Mendoza, Recording Secretary



Bob Wilson  
Madera Redevelopment Agency  
5 East Yosemite Avenue  
Madera, CA 93638

January 30, 2017  
File No. 208-0541 PH EW7

Subject: **Professional Services Proposal  
Subdivision Re-design and Central and "B" Street Redevelopment  
Area extra work (Revised)**

Dear Bob:

Blair, Church & Flynn is pleased to present this engineering services proposal for subdivision re-design and Central and B Street Redevelopment Area extra work services.

### **Project Understanding**

The Central and "B" Street subdivision was designated to have 42 medium high density residential lots but due to issues with securing the required properties, the subdivision is required to be re-designed to consist of only 12 single family lots. In addition, the City of Madera's entitlement process requires the new subdivision be subject to a rezone, tentative subdivision map, precise plan, conceptual planting plan and environmental determination. I have prepared this proposal for the subdivision re-design/extra work, additional entitlements that are required and remaining tasks that has not been completed for the subdivision project. From our discussions, we will close off the original subdivision contract, dated December 10, 2009, and carry over the remaining fees available from the previous contract to this proposal.

This proposal also includes extra work that was performed for the Central and B Street Redevelopment Area project, which additional topographic survey, design and staking services were provided beyond the original contract.

Also, this proposal is prepared based on the assumption that the remaining work for the subdivision can be started immediately and designed in parallel and that there are no more issues that may require additional changes to the subdivision project.

### **Scope of Services**

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

- I. Precise Plan (Extra work related previously completed and related to the preparation of 12 lot subdivision which is not included in any previous contracts):
  - A. Coordinate and meet with City (work previously completed)
  - B. Prepare conceptual landscaping plan for the subdivision and include them in the Precise Plan package (work previously completed and in the City for review)

- C. Prepare landscaping plan showing existing planting adjacent to the subdivision and include them in the Precise Plan package (work previously completed and in the City for review)
  - D. Prepare Precise Plan package and submit the package into the City for review (work previously completed and in the City for review)
  - E. Address the City's Precise Plan review comments and resubmit the final Precise Plan package into the City for approval (work not yet completed)
  - F. Assist the City with Environmental Assessment application (work previously completed and in the City for review)
- II. Topographic Survey and Sanitary Sewer (work previously completed for the Central Ave. and B Street Redevelopment Area project and is outside of the December 15, 2008 contract)
- A. Perform topographic survey of the sanitary sewer cleanouts, pipe sizes, flowlines and manholes
  - B. Revise topographic map to incorporate the surveyed data of the sanitary sanitary sewer cleanouts, pipe sizes, flowlines and manholes
  - C. Provide (1) meeting at the City of Madera to discuss sanitary sewer alignment
  - D. Prepare Sanitary Sewer Diagram that includes alignment, pipe size, flowline and manhole location
  - E. Review contractor Change Order costs if required by the City of Madera
- III. Tubular Steel Fence Design (work previously completed for the Central Ave. and B Street Redevelopment Area project and is outside of the December 15, 2008 contract)
- A. Provide (2) meetings at the City of Madera to discuss fence design
  - B. Design approximately 1,200 lineal feet of tubular steel fence with thickened mowstrip
  - C. Design fence opening and (2) street access points to the river bank
  - D. Coordinate with the City and fence contractor
  - E. Review contractor Change Order costs if required by the City of Madera
- IV. Tubular Steel Fence Staking (work previously completed for the Central Ave. and B Street Redevelopment Area project and is outside of the January 21, 20016 contract)
- A. Stake approximately 1,200 lineal feet of thickened mowstrip to include the following at five-feet offset:
    - Angle Points
    - Beginning Curve
    - End Curve
    - Stakes at every 50'
    - Stakes where top of concrete mowstrip curb steps
    - Top of rolled curb at (2) river access points

- Heavy duty concrete end points at 10' fence openings
  - Standard concrete sidewalk pad at storm drain structure (near STA 18+00)
  - Four bollards
- V. Subdivision (remaining amount carried over from the Central and B Street Subdivision contract and has yet been completed, dated December 10, 2009)
- A. Please refer to the Central and B Street Subdivision contract, dated December 10, 2009, for scope of work

### **Services Outside of Scope**

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

1. Attendance at public meetings other than those described above
2. Record of Survey
3. Preparation of easement and dedication documents
4. Environmental studies and investigations
5. Permitting outside of City of Madera
6. Payment of fees
7. Acquisition of title information (PTR)
8. Payment of the permit fee for coverage by the General Construction Permit
9. Filing of the online NOI on the SMARTS website
10. Construction activity inspections as required by the SWRCB.
11. Design of new and relocation of franchise utilities
12. Digital certification of the NOI, SWPPP Amendments, Annual Report and NOT on the SMARTS website (must be completed by the Legally Responsible Person or Approved Signatory
13. Review of inspection reports and filing of annual certifications as required by the SWRCB
14. Filing of the online Notice of Termination (NOT) on the SMARTS website
15. Preparation of Indirect Source Review (ISR) documents and submittals into San Joaquin Valley Air Pollution Control District

- 16. Preparation of Opinion of Probable Cost
- 17. Preparation of off-site improvements
- 18. Design of fire protection, sanitary sewer and water services

**Professional Services Extra Work Fee**

Blair, Church & Flynn will provide the engineering services described in the above Scope of Services on a **lump sum basis** as detailed below.


|   |                 |
|---|-----------------|
| I. Precise Plan                                   | \$6,500         |
| II. Topographic Survey and Sanitary Sewer Diagram | \$6,700         |
| III. Tubular Steel Fence Design                   | \$6,300         |
| IV. Tubular Steel Fence Staking                   | \$6,500         |
| V. Subdivision                                    | \$7,452         |
| <b>TOTAL PROFESSIONAL EXTRA WORK SERVICES FEE</b> | <b>\$33,452</b> |

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

Please don't hesitate to contact me at (559) 326-1400 if you have any questions.

Best regards,

BLAIR, CHURCH & FLYNN CONSULTING ENGINEERS

  
Frank Sen, PE  
Project Manager

Attachment



January 1, 2017

GENERAL CONSULTING FEE SCHEDULE  
PREVAILING WAGE PROJECTS

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

