

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, July 12, 2017 at 6:00 p.m.
City Hall Council Chambers

1. 6:00 p.m. – CALL TO ORDER

ROLL CALL

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

INVOCATION

Pastor Tim McGraw, Yosemite Christian Center

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

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

PRESENTATIONS

INTRODUCTIONS

2. WORKSHOP

There are no items for this section.

3. CONSENT CALENDAR

- 3A. Minutes of the Joint Meeting of the Regular Meeting of the Madera City Council, Special Meeting of the City Council as the Successor Agency to the former Madera Redevelopment Agency and Special Meeting of the Successor Housing Agency – May 10, 2017 (**City/Successor Agency/Successor Housing Agency**)
- 3B. Minutes of the Joint Meeting of the Regular Meeting of the Madera City Council, Special Meeting of the City Council as the Successor Agency to the former Madera Redevelopment Agency and Special Meeting of the Successor Housing Agency – June 14, 2017 (**City/Successor Agency/Successor Housing Agency**)
- 3C. Listing of Warrants Issued from June 1, 2017 to June 30, 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 June 30, 2017 (**City**)

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

4. **PROJECTS AND REPORTS**

There are no items for this section.

5. **AGREEMENTS**

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

6. **HOUSING**

6A. Discussion Regarding the Sale of Properties Located at Riverside Villas Subdivision and Riverwalk Drive Subdivision (**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, August 9, 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 July 12, 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, July 7, 2017.

/cm



Claudia Mendoza, Successor Agency Recording Secretary



AGENDA ITEM 3A

Minutes of the Joint Meeting of the Regular Meeting of the Madera City Council, Special Meeting of the City Council as the Successor Agency to the former Madera Redevelopment Agency and Special Meeting of the Successor Housing Agency – May 10, 2017
(City/Successor Agency/Successor Housing Agency)

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

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

June 14, 2017
6:00 p.m.

City Hall
Council Chambers

1. CALL TO ORDER

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

ROLL CALL

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

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

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

INVOCATION

Pastor Joyce Lane, Glory of Zion Ministries Madera

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Andrew Medellin.

PUBLIC COMMENT – REGULAR SESSION

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

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

PRESENTATIONS

No Presentations were given.

INTRODUCTIONS

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

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

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

2. WORKSHOP

There are no items for this section.

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

3. CONSENT CALENDAR

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

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

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

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

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

3F. Update on Neighborhood Outreach Activities (City)

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

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

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

4. **PROJECTS AND REPORTS**

There are no items for this section.

5. **AGREEMENTS**

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

Executive Director Taubert stated that this item has been pulled.

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

6. **HOUSING**

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

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

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

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

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

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

7. **AGENCY MEMBER REPORTS**

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

Mayor Pro Tem Foley Gallegos had nothing to report.

Council Member Rigby had nothing to report.

Council Member Holley had nothing to report.

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

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

Mayor Medellin had nothing to report.

8. CLOSED SESSION

There were no items for this section.

9. ADJOURNMENT

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

Claudia Mendoza, Recording Secretary

ch/cm

Andrew J. Medellin, Mayor

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

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

From: Office of the Treasurer

Subject: Listing of Warrants Issued

Date: July 12, 2017


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

June 1, 2017 - June 30, 2017


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

General Warrants: #1130 - 1142 \$ 49,195.48

Respectfully submitted,



Tim Przybyla
Finance Director



Bob Wilson
Successor Agency Manager

THE SUCCESSOR AGENCY TO
THE FORMER CITY OF MADERA REDEVELOPMENT AGENCY
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK MAIN ACCOUNT
July 12, 2017

CHECK	PAYDATE	ISSUED TO	DESCRIPTION	AMOUNT
1130	06/09/2017	Blair Church & Flynn	Engineering Services Riverwalk	2,433.75
1131	06/09/2017	City of Madera	6/17 Utility Svs 303 E. Central Ave.	137.67
1132	06/09/2017	City of Madera	6/17 Utility Svs 5 E. Yosemite Ave.	122.93
1133	06/09/2017	City of Madera	Riverwalk Final Map Processing Fee	5,894.00
1134	06/09/2017	Diamond Communications Inc.	Alarm Monitoring Svs Jul - Sep 2017	180.00
1135	06/09/2017	Madera Cleaners and Laundry Inc.	Mat Cleaning	4.50
1136	06/09/2017	Madera Cleaners and Laundry Inc.	Mat Cleaning	4.50
1137	06/09/2017	Torres, Mario	Repair H2O Line-adjacent to Malone	185.00
1138	06/09/2017	Pacific Gas & Electric	5/17 Svs 2000655655	1,317.66
1139	06/09/2017	Ricoh USA, Inc.	Copier Maintenance Fee for period 5/2017	5.71
1140	06/22/2017	Blair Church & Flynn	Engineering Services Riverwalk	603.75
1141	06/22/2017	City of Madera	AP Cleanup	12,065.96
1142	06/22/2017	City of Madera	Feb 2017 SA PR	26,240.05
BANK #1 - Union Bank Main Acct. Total				<u>\$ 49,195.48</u>

CITY OF MADERA REDEVELOPMENT AGENCY REPORT TO SUCCESSOR AGENCY BOARD

SUCCESSOR AGENCY MEETING OF JULY 12, 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.

RETURN TO AGENDA

FROM 2017 01 TO 2017 12

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

07/07/2017
09:28:43

City of Madera, CA - LIVE 11.1
FLEXIBLE PERIOD REPORT

FROM 2017 01 TO 2017 12

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

07/07/2017
09:28:43

City of Madera, CA - LIVE 11.1
FLEXIBLE PERIOD REPORT

FROM 2017 01 TO 2017 12

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

07/07/2017
09:28:43

City of Madera, CA - LIVE 11.1
FLEXIBLE PERIOD REPORT

FROM 2017 01 TO 2017 12

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

07/07/2017
09:28:43

City of Madera, CA - LIVE 11.1
FLEXIBLE PERIOD REPORT

FROM 2017 01 TO 2017 12

ACCOUNTS FOR: 6060 LowMod Housing Bond Proceeds	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<hr/>							
60600000 LowMod Housing Bond Proceeds							
60600000 6440 Contracted Services	0	170,810	170,810	26,539.05	133,845.00	10,425.95	93.9%
60600000 7030 Facilities And Improvements	0	369,150	369,150	160,777.00	23,500.00	184,873.00	49.9%
TOTAL LowMod Housing Bond Proceeds	0	539,960	539,960	187,316.05	157,345.00	195,298.95	63.8%
TOTAL LowMod Housing Bond Proceeds	0	539,960	539,960	187,316.05	157,345.00	195,298.95	63.8%
TOTAL EXPENSES	0	539,960	539,960	187,316.05	157,345.00	195,298.95	

07/07/2017
09:28:44

City of Madera, CA - LIVE 11.1
FLEXIBLE PERIOD REPORT

FROM 2017 01 TO 2017 12

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



07/07/2017
09:28:44

City of Madera, CA - LIVE 11.1
FLEXIBLE PERIOD REPORT

PAGE 7
glflxrpt

FROM 2017 01 TO 2017 12

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

07/07/2017
09:38:42

City of Madera, CA - LIVE 11.1
FLEXIBLE PERIOD REPORT

FROM 2017 01 TO 2017 12

RETURN TO AGENDA

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

07/07/2017
09:38:42

City of Madera, CA - LIVE 11.1
FLEXIBLE PERIOD REPORT

FROM 2017 01 TO 2017 12

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

07/07/2017
09:38:42

City of Madera, CA - LIVE 11.1
FLEXIBLE PERIOD REPORT

FROM 2017 01 TO 2017 12

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

07/07/2017
09:38:42

City of Madera, CA - LIVE 11.1
FLEXIBLE PERIOD REPORT

FROM 2017 01 TO 2017 12

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

07/07/2017
09:38:42

City of Madera, CA - LIVE 11.1
FLEXIBLE PERIOD REPORT

FROM 2017 01 TO 2017 12

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

REPORT TO THE CITY COUNCIL

RETURN TO AGENDA

MEETING OF: July 12, 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 JUNE 1, 2017 – JUNE 30, 2017

Foreclosed Property Activities

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

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

Code Enforcement Activities

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

Accounts Receivables Activities

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

Small Claims and Lien Activities

Information provided by City Attorney's Office

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

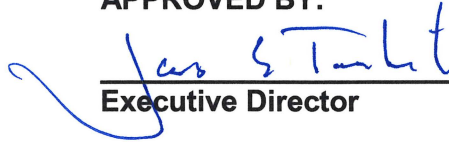
Files currently being reviewed for appropriate action – 0

REPORT TO THE CITY COUNCIL RETURN TO AGENDA

MEETING OF: **July 12, 2017**

AGENDA ITEM NUMBER: **3G**

APPROVED BY:



Executive Director

Subject: **Code Enforcement Funds Collection Report for Period Ending June 30, 2017**

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

HISTORY/BACKGROUND

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

Other sources include:

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

Additional Program Revenue:

- Vehicle Abatement
- Tire Amnesty Grant

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

Fiscal Year	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	TOTAL
2010-11	\$9,845	\$7,980	\$5,806	\$7,953	\$10,873	\$12,240	\$10,304	\$5,354	\$11,147	\$19,446	\$13,501	\$42,760	\$157,209
2011-12	\$22,646	\$35,955	\$22,782	\$42,900	\$45,553	\$71,297	\$67,720	\$64,524	\$52,238	\$23,612	\$28,641	\$45,809	\$523,678
2012-13	\$33,216	\$36,791	\$24,520	\$56,500	\$61,504	\$62,101	\$60,271	\$76,941	\$70,142	\$61,138	\$66,261	\$22,660	\$632,045
2013-14	\$73,253	\$41,445	\$40,692	\$116,589	\$58,036	\$47,573	\$94,700	\$64,214	\$18,911	\$31,682	\$51,773	\$9,043	\$647,915
2014-15	\$12,262	\$60,675	\$171,037	\$38,146	\$129,213	\$37,074	\$11,836	\$27,967	\$144,602	\$29,078	\$75,658	\$8,867	\$753,645
2015-16	\$27,183	\$83,589	\$2,393	\$88,406	\$34,598	\$26,218	\$16,834	\$88,144	\$76,912	\$67,380	\$122,878	\$39,338	\$673,872
2016-17	\$17,905	\$28,638	\$20,220	\$133,834	\$38,741	\$23,545	\$88,231	\$2,375	\$17,909	\$9,496	\$91,435	\$6,438	\$471,430
TOTAL													\$3,859,792

RECOMMENDATION

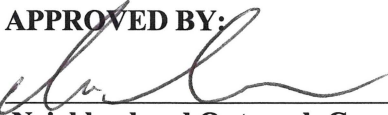
Report is provided for your information only – no action is required.

REPORT TO THE CITY COUNCIL

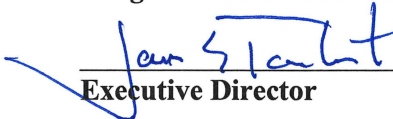
RETURN TO AGENDA

BOARD MEETING OF: July 12, 2017
AGENDA ITEM NUMBER: 3H

APPROVED BY:



Neighborhood Outreach Coordinator



Executive Director

Subject: Update on Neighborhood Outreach Activities

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

HISTORY/BACKGROUND:

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

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

I. Neighborhood Meetings:

a. June Neighborhood Watch Meetings:

- i. June 8, 2017; Location: Knox Apartments Complex; Time: 6-7 P.M. (3rd NW)
- ii. June 13, 2017; Location: Kennedy Apartments Complex; Time: 6-7 P.M. (3rd NW)
- iii. June 15, 2017; Location: Joya Neighborhood; Time: 6-7 P.M. (4th NW)
- iv. June 27, 2017; Location: Q Street Neighborhood; Time: 6-7 P.M. (NEW)
- v. June 29, 2017; Location: Rotan Neighborhood; Time: 6-7 P.M. (3rd NEW)

II. Upcoming Neighborhood Meetings

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

III. 2017 National Night Out

a. Tuesday, August 1, 2017—start at 5:00 P.M.

- i. A short kickoff at the Courthouse Park to issue the Mayor's proclamation.
- ii. Then, we proceed to neighborhood visitations as done in previous years.
- iii. Joseph has launched the on-line registration form and NNO Web page. The Web page includes information regarding NNO and how residents could participate.
- iv. Our NNO Planning Committee will be meeting on July 18th to discuss the logistics of NNO event.
- v. Our outreach staff are working on the implementation

- b. **Thursday, August 3, 2017—start at 5 P.M. (set up and hopefully be ready by 4 or 4:30)**
 - i. **An ad hoc committee established to organize for a centralized location comprised of:**
 - 1. **Lacy Burleson (Police), Stephanie Stoeckel (Probation), Ozzie Naranjo (Parks), Kyla Serratto (Sheriff), Joshua McConnell (CHP); Lucia Avila (Housing Authority); Joseph Carrello (City Communication); Jim Taubert, Saleh Alhomed, Christina Herrera (NRD)**
 - 2. This group has its own meetings separate from NNO Planning Committee meetings. However, it will report to the NNO Planning Committee meeting at the meetings the committee will have.
 - 3. MPD and NRD are cooperating on the planning, organizing, and implementation of this second NNO event.
 - ii. **High School Students**—the contest is open to all teenagers within the age group 13-18. We have published the contest flyer on our social media account and are sharing it with community partners to spread the word and solicit submissions.
 - iii. **Drawing contest**—elementary schools students. Flyer has been delivered to all the elementary schools and has been shared on social media. We will continue promoting this contest, as well as the essay one, until the July 14th deadline.

IV. Community Outreach Activities:

- a. Presented our community outreach programs to the following organizations:
 - i. June 7, 2017; Location: Sunrise Rotary
 - ii. June 15, 2017; Location: Business Extravaganza
 - iii. June 23, 2017; Location: A Tribute to the Nishimoto Family

V. Established Community Partnerships:

- a. American Red Cross Volunteer Training
 - i. Christina Herrera and Saleh Alhomed are coordinating with American Red Cross leadership to identify local neighborhoods that have homes in need of smoke alarms.
 - ii. We are planning for our next volunteers meeting for this upcoming month.
 - iii. Our outreach staff continue to recruit volunteers.
- b. Community Partnership/S.A.L.T
 - i. Our staff will attend the next scheduled meeting in July.
- c. Curb Stripe Initiative
 - i. We continue to promote the program through social media, Neighborhood Watch meetings, and community events. Thus far, we have been getting requests and Public Works continues to paint curbs. The Madera Ministerial Association is stepping up to further the promotion of the program.
- d. Madera Downtown Association
 - i. Our outreach staff continue to work with the MDA, Chamber of Commerce, and community partners on findings ways to enhance the quality of life in downtown Madera through revitalization, beautification, and economic promotion opportunities.
- e. SCORE
 - i. The outreach staff in coordination with SCORE Central Valley leadership are organizing a volunteers training meeting. It's scheduled for Thursday, July 6, 2017 at 10:30 A.M., at the RDA Conference Room.

- f. Adopt-A-School**
 - i. Our outreach staff are working with the MUSD on completing the processing of volunteers and getting the coordinators acquainted with the program. We have a meeting scheduled on July 25, 2017 with the coordinators of the program.
- g. Parent Engagement Conference**
 - i. Our outreach staff has partnered with the MUSD to coordinate the Parent Engagement Conference that is tentatively scheduled for October 28th, 2017. We are meeting with David Hernandez on July 24th to start the planning process.
- h. Youth Leadership Conference**
 - i. Our planning will begin in September 2017. The next leadership conference will be held on March 24, 2018.

VI. VISION 2025 LINKAGE

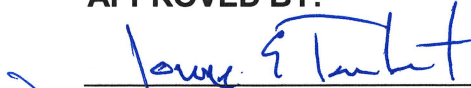
These items are compatible with the objectives and goals set forth in the Vision Madera 2025 Action Plan.

RECOMMENDATION

This report is merely informational. No action is required.

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

BOARD MEETING OF: July 12, 2017
AGENDA ITEM NUMBER: 5A
APPROVED BY:



Executive Director

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

Summary: The Successor Agency will consider a resolution approving an agreement with Giersch & Associates, Inc. for engineering and design services related to the development of the East Yosemite Lot Project. The amount is not to exceed \$29,650.00

HISTORY/BACKGROUND

The Successor Agency's Long Range Property Management Plan as approved by the Department of Finance list various parcels to be sold for private development. Included in this list are five adjacent parcels located on East Yosemite Avenue. The Agency has received interest on this site but the offsite improvements required to bring this property to a usable commercial state are prohibitive to potential buyers. The site has the potential to provide amenities, growth and incentive to the area.



To proceed with the original intent of the Agency staff has requested statement of qualifications from local engineering firms. Of the three firms that have responded, Giersch and Associates has been chosen as the firm most qualified to address the design needs of this project. Staff has requested and received from Giersch & Associates a proposal for design,

bidding and construction management services for the deficiencies identified by City preliminary project review.

RECOMMENDATION

Staff recommends the Successor Agency adopt the resolution approving the agreement with Giersch & Associates, Inc. in an amount not to exceed \$29,650.00.

JET:bw

Attachments:

- Resolution
- Agreement
- Proposal

RESOLUTION NO. SA

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

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

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

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

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

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

WHEREAS, funds are available for this project and approved in the ROPS 16-17 on line item 75.

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

Agency of the Former Madera Redevelopment Agency hereby finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Agreement for Design, Bidding and Construction Management Services with Giersch & Associates, Inc. for the East Yosemite Lot Project as described above is approved.
3. The Mayor is authorized to execute the Agreement on behalf of the City of Madera as Successor Agency to the Former Madera Redevelopment Agency.
4. This resolution is effective immediately upon adoption.

* * * * *

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrew Medellin, Mayor

ATTEST:

Claudia Mendoza, Recording Secretary

Approved as to Legal Form:

J. Brent Richardson, General Counsel

**AGREEMENT WITH GIERSCH & ASSOCIATES INC. FOR
PROFESSIONAL ENGINEERING DESIGN AND BIDDING SERVICES FOR
EAST YOSEMITE LOT DEVELOPMENT PROJECT**

This Agreement made and entered into this 12st day of July, 2017, between the City of Madera, as Successor Agency to the Former Madera Redevelopment Agency, hereinafter called "**AGENCY**", and Giersch & Associates Inc. in Madera, CA, hereinafter called "**CONSULTANT**".

WITNESSETH

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

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

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

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

NOW THEREFORE:

The parties hereto mutually agree as follows:

1. SERVICES OF CONSULTANT:

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

2. SCOPE OF WORK:

CONSULTANT shall provide the professional engineering design services as set forth in EXHIBIT A, "Intersection of Yosemite Ave. (SH-145) and Elm St." dated June 7, 2017, attached hereto and incorporated herein by reference.

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

3. PROGRESS MEETINGS:

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

4. AGENCY'S OBLIGATIONS

The AGENCY shall provide the consultant with the following:

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

5. COMPENSATION

The basic fee based on the estimated hours of work shown in EXHIBIT A attached hereto and incorporated herein by reference, for the work tasks itemized in the Scope of Work is \$29,650.00.

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

6. PAYMENT:

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

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

7. EXTRA SERVICES:

AGENCY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Scope of Services or for such services as may be specifically requested by AGENCY through the City Engineer in writing and agreed to by CONSULTANT for an agreed-to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the Budget, provided, however, the City Engineer's authority is limited to expenditures not to exceed the amount of two thousand dollars (\$2,000).

8. AUDITS AND INSPECTIONS ACCESS:

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

9. LIABILITY INSURANCE:

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

A. Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- \$2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. **Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General**

liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

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

B. Maintenance of Coverage

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

C. Proof of Insurance

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of

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

D. Acceptable Insurers

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

E. Waiver of Subrogation

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

F. Enforcement of Contract Provisions (non estoppel)

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

G. Specifications not Limiting

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

above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

H. Notice of Cancellation

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

I. Self-insured Retentions

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

J. Timely Notice of Claims

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

K. Additional Insurance

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

10. OWNERSHIP OF DOCUMENTS:

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

AGENCY. In the event the AGENCY reuses such instruments of service, CONSULTANT shall be released and held harmless by the AGENCY from any and all liability, including legal costs and attorneys' fees, with respect to the reuse of such instruments of service.

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

11. TIME OF COMPLETION:

A. Based on an agreed upon Notice to Proceed date, CONSULTANT shall complete the work within 180 days, "Project Timeline":

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

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

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

12. TERMINATION OF AGREEMENT:

A. This agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, CONSULTANT shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized by the AGENCY representative to wind up the work performed to date of termination.

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

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

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

13. APPROVAL:

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

14. INDEMNIFICATION:

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

agreement. Engineer shall not be obligated to defend or indemnify Agency for the Agency's own negligence or for the negligence of others.

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

15. RESPONSIBILITY FOR OTHERS:

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

16. PROFESSIONAL RESPONSIBILITY:

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

17. PARTIES BOUND BY AGREEMENT:

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

18. COMPLETE AGREEMENT OF PARTIES:

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

19. ASSIGNMENT WITH APPROVAL:

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

20. INDEPENDENT CONTRACTOR:

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

Because of its status as an independent contractor, CONSULTANT shall have absolutely no right to employment rights and benefits available to AGENCY employees. CONSULTANT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee to others unrelated to AGENCY or to this Agreement.

21. GOVERNING LAW:

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

22. AMENDMENTS:

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

23. COMPLIANCE WITH LAWS AND WAGE RATES:

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

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

24. CONSULTANT 'S LEGAL AUTHORITY:

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

25. NOTICES:

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

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

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

26. SOLE AGREEMENT:

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

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

* * * * *



GIERSCH & ASSOCIATES, INC.

CIVIL ENGINEERS

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

(559) 673-5981 • (559) 233-4091

FAX (559) 675-3544

E-mail: office@gai-online.com

June 22, 2017

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

SUBJECT: Intersection of Yosemite Ave. (SH-145) and Elm St.
Proposal for Design and Bidding Services

Dear Mr. Wilson:

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

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

We propose to offer the following services:

- Provide topographic surveying services sufficient for design purposes
- Provide civil engineering design. Because construction of the traffic signal is expected to begin soon, the geometric design of the driveway needs to be established in a prompt manner so that a change order to the design of the traffic signal can be coordinated with Caltrans.
- Coordinate with utility companies and agencies for potential impacts to water, electricity, gas, telephone, and cable TV facilities. An application to PG&E to underground the overhead utilities will be prepared, together with any relevant supporting plans/documents.
- Prepare construction documents including Plans, Specifications, and Engineer's Estimate. Because the parcel fronts along State Highway 145, it will be necessary to apply for and secure an Encroachment Permit prior to construction of the improvements. Part of the Encroachment Permit process will entail getting final approval for access to the parcel at the intersection.
- Advertise and distribute bidding documents, answer bidder's questions, prepare addenda if necessary, conduct bid opening, evaluate bids and attend pre-construction meeting.

SCOPE OF SERVICES, FEES AND COMPENSATION

G&A proposes to provide these services in accordance with the rate schedule of unit prices on Attachment A. The total design service cost shall not exceed the estimated amount of \$29,650. Below is listed our breakdown of the work. Note that line item fees are for illustrative purposes. Proposal is based on the total of all phases.

<u>Item</u>	<u>Description</u>	<u>Fee</u>
1.	Topographic and Design Surveys	\$ 9,500
2.	Preliminary Design/Preparation of Plans related to Change Order	7,300
3.	Application to and coordination with PG&E for Undergrounding O/H utilities Application to and coordination with Caltrans for Encroachment Permit Final Design	10,100
4.	Bid Process and Pre-Construction Meeting	<u>2,750</u>
TOTAL ENGINEERING SERVICES		\$ 29,650

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

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

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

Sincerely,



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



RETURN TO AGENDA

AGENDA ITEM 6A

Discussion Regarding the Sale of Properties Located at
Riverside Villas Subdivision and Riverwalk Drive
Subdivision (**Successor Housing Agency**)

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