

**REGULAR MEETING OF THE
OVERSIGHT BOARD OF THE SUCCESSOR AGENCY
TO THE FORMER MADERA REDEVELOPMENT AGENCY**

Monday, August 13, 2012

9:00 a.m. – Regular Session

City of Madera City Hall – Council Chambers
205 West Fourth Street, Madera, California

Action/Summary Minutes

1. CALL TO ORDER – REGULAR SESSION

Meeting called to order by the Chairperson Brett Frazier at 9:00 a.m.

ROLL CALL

Board Members Present:

Brett Frazier, Chairperson
Stell Manfredi, Vice-Chairperson
Ric Arredondo, Board Member
Ronn Dominici, Board Member
Dr. Cecilia Massetti, Board Member
Bob Wilson, Board Member

Board Member Absent:

Donald Horal, Board Member

Staff Members Present:

Successor Agency Executive Director Jim Taubert, Successor Agency Secretary Sandi Brown.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Chairperson Brett Frazier.

PUBLIC COMMENT

The first fifteen minutes of the meeting are reserved for members of the public to address the Board on items which are within the subject matter jurisdiction of the Board. 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 Chairperson 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 Board is 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 Board does not respond to public comment at this time.

No public comments were offered.

2. CONSENT CALENDAR

2.1 Minutes of the Regular Meeting of the Oversight Board for July 16, 2012

Action: Approval of the minutes of the Oversight Board meeting for July 16, 2012 as presented on the Consent Calendar.

Moved by: Board Member Dominici; seconded by Board Member Massetti

Vote: 6/0. Ayes: Board Members Frazier, Manfredi, Arredondo, Dominici, Massetti and Wilson; Noes: None; Absent: Board Member Horal.

3. PRESENTATIONS/ADMINISTRATIVE REPORTS

3.1 Report on Housing Activities of the Successor Housing Agency

Summary of staff report/recommendation: Successor Agency Executive Director Jim Taubert presented the staff report, noting that the activities of the Successor Housing Agency are not subject to the review of the Oversight Board; however, Mr. Taubert added that he felt it would be informative for the Board to receive a quarterly report on the housing activities of the Successor Housing Agency. Discussion followed. Informational report – no action is required.

4. NEW BUSINESS

4.1 Consideration of a Resolution Acknowledging and Approving the Administrative Costs of the Successor Agency for Period January 1, 2013 through June 30, 2013

Summary of staff report/recommendation: Successor Agency Executive Director Jim Taubert presented the staff report, noting that AB1484 requires submission of the administrative cost budget for January 1, 2013 through June 30, 2013 by September 1, 2013 and recommended adoption of the resolution approving the administrative cost budget. Discussion followed.

Action: Adopted Resolution No. OB 12-23, approving resolution of the Oversight Board to the Successor Agency to the former Madera Redevelopment Agency of the City of Madera, California approving the Successor Agency Administrative Budget for January 1, 2013 through June 30, 2013.

Moved by: Board Member Manfredi, seconded by Board Member Wilson.

Vote: 6/0. Ayes: Board Members Frazier, Manfredi, Arredondo, Dominici, Massetti and Wilson; Noes: None; Absent: Board Member Horal.

4.2. Consideration of a Resolution Acknowledging and Approving the Recognized Obligation Payment Schedule (ROPS) for the Period Covering January 1, 2013 through June 30, 2013

Agency Secretary Sandi Brown announced that members of the public are advised that per Government Code 54957.5 copies of a revised staff report for Item 4.2 were distributed less than 72 hours prior to the meeting and additional copies are available at the podium or from her following the meeting.

Summary of staff report/recommendation: Successor Agency Executive Director Jim Taubert presented the staff report, noting that AB1484 changed the format of the ROPS with staff receiving the revised forms several days ago, noting that one form was added after packets were distributed creating a need to route a revised staff report. He added once staff is familiar with how to complete the form, he believes it will be easier for staff to work with and easier for the Oversight Board and Successor Agency Board to read. Discussion followed.

Action: Adopted Resolution No. OB 12-24, approving resolution of the Oversight Board to the Successor Agency to the former Madera Redevelopment Agency of the City of Madera, California approving the Recognized Obligation Payment Schedule for the period January 1, 2013 through June 30, 2013.

Moved by: Board Member Manfredi; seconded by Board Member Massetti

Vote: 6/0. Ayes: Board Members Frazier, Manfredi, Arredondo, Dominici, Massetti and Wilson; Noes: None; Absent: Board Member Horal.

4.3. Public Hearing Regarding the Consideration of Resolutions Acknowledging and Approving the 33433 Report and Disposition and Development Agreement with Regino Buenrostro and Gonzalo Buenrostro for Property Located at 218 East Yosemite Avenue (APN 007-161-006)

Summary of staff report/recommendation: Successor Agency Executive Director Jim Taubert presented the staff report advising that the Successor Agency and City Council conducted a noticed public hearing to consider the sale of this property at their August 8, 2012 meeting. He advised when the Oversight Board considers the approval of the sale of Agency-owned property, the legislation also requires a public notice and said that the sale of this property has been noticed. He described the plans of the potential buyers who own the adjacent parcel to develop this property, and indicated the sales

agreement includes a 90-day requirement for the buyer to obtain financing and pull permits or the agreement terminates. Discussion followed.

The public hearing portion of the meeting was opened at 9:22 a.m. There were no comments offered and the public hearing was closed.

Action: Adopted Resolution No. OB 12-25, approving a resolution of the Oversight Board to the Successor Agency to the former Madera Redevelopment Agency of the City of Madera, California acknowledging and approving the sale of property known as 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.

Moved by: Board Member Wilson; seconded by Board Member Dominici

Vote: 6/0. Ayes: Board Members Frazier, Manfredi, Arredondo, Dominici, Massetti and Wilson; Noes: None; Absent: Board Member Horal.

Action: Adopted Resolution No. OB 12-26, approving a resolution of the Oversight Board to the Successor Agency to the former Madera Redevelopment Agency of the City of Madera, California acknowledging and approving the Disposition and Development Agreement for the expansion of the restaurant portion of the Tijuana Bar and Grill and construct outdoor patio facilities on the site located at 218 East Yosemite Avenue.

Moved by: Board Member Wilson; seconded by Board Member Dominici

Vote: 6/0. Ayes: Board Members Frazier, Manfredi, Arredondo, Dominici, Massetti and Wilson; Noes: None; Absent: Board Member Horal.

4.4. Consideration of a Resolution Acknowledging and Approving an Agreement with Gallina, LLP for Services Related to an Audit of the Low and Moderate Income Housing Fund

Summary of staff report/recommendation: Successor Agency Executive Director Jim Taubert presented the staff report noting that AB1484 requires successor agencies to employ a licensed accountant, approved by the County Auditor, to conduct a due diligence review to be completed by October 1, 2012 to determine the unobligated balances available to taxing entities. He said that County Auditor has recommended the firm of Gallina to conduct the audit as Gallina was retained by the County to prepare the "Agreed-Upon Procedures" audit. Mr. Taubert explained the Oversight Board is required to convene a public comment session five business days before they vote to approve the audit at their meeting on September 17, 2012. Discussion followed. The board was polled and a majority of the members will be available for a public comment session to be scheduled for Monday, September 10, 2012, at 3 p.m. in the Council Chambers.

Action: Adopted Resolution No. OB 12-27, approving a resolution of the Oversight Board to the Successor Agency to the former Madera Redevelopment Agency of the City of Madera, California acknowledging and approving agreement with Gallina, LLP for services related to an audit of the low and moderate income housing.

Moved by: Board Member Manfredi; seconded by Board Member Dominici

Vote: 6/0. Ayes: Board Members Frazier, Manfredi, Arredondo, Dominici, Massetti and Wilson; Noes: None; Absent: Board Member Horal.

5. GENERAL

There are no items for this section.

6. BOARD MEMBER REPORTS

Vice Chairperson Manfredi asked if there was any new legislation pending the Board should know of that is significant. Mr. Taubert said other than the Perez bill that clarifies the housing monies, he was not aware of new legislation.

Board Member Arredondo stated that he would like more time to review the Board packet to provide adequate time to study reports and meet with staff if necessary prior to the meeting. Discussion

followed. It was concluded that the Agency Secretary would send the Oversight Board members a pdf version of the Successor Agency meeting packet since many of the Successor Agency items are repeated on the following Oversight Board agenda, which will provide the Board members a full week to review the staff reports.

No addition reports were offered by the members of the Board.

7. **ADJOURNMENT**

The meeting was adjourned at 9:35 a.m.

Sandi Brown, Agency Secretary

Brett Frazier, Chairperson

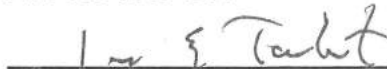
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REPORT TO THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

BOARD MEETING OF: September 17, 2012

AGENDA ITEM NUMBER: 3.1

APPROVED BY:


Executive Director

Subject: Consideration of Acceptance of the Agreed-Upon Procedures Audit as Prepared by Gallina LLP

Summary: The Oversight Board will consider accepting the Agreed-Upon Procedures Audit as prepared by Gallina, LLP.

HISTORY/BACKGROUND

AB 1x26 required that an audit be performed to establish each redevelopment agency's assets and liabilities, to document pass-thru payment obligations, document the amount and terms of indebtedness, and certify our initial recognized obligation payment schedule. The major "findings" are outlined in pages 2-7. You will note that no procedural problems or issues were identified. Attachment 2 includes several notations regarding items that were not included in the Statement of Indebtedness (SOI). For the past twenty (20) years, we have never included administrative costs or contracts in the SOI. We did include Memorandums of Understanding and Disposition and Development Agreements that required a future expenditure of Agency funds.

Additionally, the County Auditor wants an explanation on all items that include the notation "Legal documentation was unavailable for review." In Appendix 2 all of the items were estimated administrative costs. In Appendix 3, it related to bond costs and the Replacement Housing Obligations we are addressing with the Department of Finance. Appendix 8 includes administrative costs and several closed out purchase orders.

SITUATION

This is the first in a series of audits being conducted. Personnel from the State Controller's Office were here from August 13-30. Their report should be available in two (2) weeks. Gallina, LLP has initiated a due diligence review to identify unobligated balances of our Low and Moderate Income Housing Fund which is due on October 15, 2012. This could be delayed because the Department of Finance did not publish the "agreed upon procedures" until August 28. The same review will be conducted on all other funds and is due on December 15, 2012.

RECOMMENDATION

Staff recommends the Oversight Board accept the Agreed-Upon Procedures Audit.

JET:sb

Attachment:

-Auditor's Agreed-Upon Procedures

COUNTY OF MADERA

**REPORT ON APPLYING
AGREED-UPON PROCEDURES TO THE
CITY OF MADERA REDEVELOPMENT
AND SUCCESSOR AGENCY
IN ACCORDANCE WITH ABX1 26**

**COUNTY OF MADERA
 AGREED-UPON PROCEDURES TO THE
 CITY OF MADERA REDEVELOPMENT
 AND SUCCESSOR AGENCY**

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**INDEPENDENT ACCOUNTANT'S REPORT ON
APPLYING AGREED-UPON PROCEDURES**

Madera County Auditor-Controller
Oversight Board of the Successor Agency
of the City of Madera Redevelopment Agency
City of Madera, California

We have performed the minimum required agreed-upon procedures enumerated in Attachment A, which were agreed to by the California State Controller's Office, Department of Finance, and Madera County Auditor-Controller, solely to assist you in ensuring that the dissolved redevelopment agency is complying with its statutory requirements with respect to ABX1 26. Management of the successor agency and the County are responsible for the accounting records pertaining to statutory compliance pursuant to Health and Safety Code section 34182(a)(1). This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The scope of this engagement was limited to performing the minimum required agreed-upon procedures as set forth in Attachment A.

We were not engaged to and did not conduct an audit, the objective of which would be the expression of an opinion as to the appropriateness of the results summarized in Attachment A. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the Madera County Auditor-Controller, the successor agency, and applicable State agencies, and is not intended to be, and should not be used by anyone other than these specified parties. This restriction is not intended to limit distribution of this report, which is a matter of public record.

GALLINA LLP

Roseville, California
{DATE}

**COUNTY OF MADERA
AGREED-UPON PROCEDURES TO THE
CITY OF MADERA REDEVELOPMENT
AND SUCCESSOR AGENCY**

Attachment A—Agreed-Upon Procedures Engagement

Pursuant to ABX1 26, Community Redevelopment Dissolution

Purpose: To establish each redevelopment agency's assets and liabilities, to document and determine each redevelopment agency's pass-through payment obligations to other taxing agencies, and to document and determine both the amount and the terms of any indebtedness incurred by the redevelopment agency and certify the initial recognized obligation payment schedule. [Health and Safety Code section 34182(a)(2)]

A. RDA DISSOLUTION AND RESTRICTIONS

1. Obtain a copy of the enforceable obligation payment schedule (EOPS) for the period of August 1, 2011, through December 31, 2011. Trace the redevelopment project name or area (which ever applies) associated with the obligations, the payee, a description of the nature of the work/service agreed to, and the amount of payments made by month through December 31, 2011, and compare it to the legal document(s) that forms the basis for the obligations. Since amount could be estimated, determine that they are stated as such and that legal documentation supports those estimates.

Results: The Enforceable Obligation Payment Schedule (EOPS) for the period of August 1, 2011 through December 31, 2011 was available for our review.

All obligations on the debt obligation schedules for the period of August 1, 2011 through December 31, 2011 were identified as having legal documentation or as being obligations of the City of Madera Redevelopment Agency. See Appendix 1 for detailed results.

2. Obtain a copy of all amended EOPS filed during the period of January 1, 2012, through June 30, 2012. Trace the redevelopment project name or area (which ever applies) associated with the obligations, the payee, a description of the nature of the work/service agreed to, and the amount of payments to be made by month through June 30, 2012, and compare it to the legal documents that forms the basis for the obligations. Again, since amount could be estimated, determine that they are stated as such and that legal documentation supports those estimates.

Results: The amended Enforceable Obligation Payment Schedule (EOPS) for the period of January 1, 2012 through June 30, 2012 was available for our review.

Some obligations on the amended EOPS were identified as not having legal documentation or as being obligations of the City of Madera Redevelopment Agency. See Appendix 2 for detailed results.

3. Identify any obligation listed on the EOPS that were entered into after June 29, 2011, by inspecting the date of incurrence specified on Form A of the Statement of Indebtedness filed with the County Auditor-Controller, which was filed on or before October 1, 2011.

Results: Our inspection of the Form A of the Statement of Indebtedness filed with the County Auditor-Controller on September 30, 2011 did not show any obligations listed on the EOPS that were entered into after June 29, 2011.

**COUNTY OF MADERA
AGREED-UPON PROCEDURES TO THE
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4. Inquire and specifically state in the report the manner in which the agency did or did not execute a transfer of the Low and Moderate Income Housing Fund to the redevelopment successor agency by February 1, 2012. Procedures to accomplish this might include changing the name of the accounting fund and related bank accounts that are holding these assets for the successor agency. If the successor agency is a party other than the agency that created the redevelopment agency, an examination of bank statements and changing of account titles and fund names evidencing such transfer will be sufficient.

Results: We determined that the City of Madera executed a transfer of the Low and Moderate Income Housing Fund to the City of Madera as the successor agency to the Redevelopment Agency through adoption of a resolution. The City's accounting system reflects the creation of funds 40200 and 60600 used to report the balances of the former Redevelopment Agency and the Low and Moderate Income Housing Fund.

5. Inquire and specifically state in the report how housing activities (assets and functions, rights, powers, duties, and obligations) were transferred and the manner in which this agency did or did not execute a transfer. Procedures to accomplish this might include changing the name of the accounting fund and related bank accounts that are holding these assets for the other agency. An examination of bank statements and changing of account titles and fund names evidencing such transfers will be sufficient. If the housing successor is a party other than the agency that created the redevelopment agency, an examination of bank statements and re-recording of titles evidencing such transfer will be sufficient.

Results: On January 10, 2012, the City of Madera elected to retain the housing assets and functions previously performed by the City of Madera Redevelopment Agency through adoption of resolutions and changing of the name of the accounting funds holding the assets, liabilities and fund balance for the successor agency.

**COUNTY OF MADERA
AGREED-UPON PROCEDURES TO THE
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B. SUCCESSOR AGENCY

1. Inspect evidence that a successor agency (A) has been established by February 1, 2012; and (B) the successor agency oversight board has been appointed, with names of the successor agency oversight board members, which must be submitted to the Department of Finance by May 1, 2012.

Results: The City of Madera elected to serve as the successor agency to the Redevelopment Agency on January 11, 2012 with the adoption of a resolution.

We did obtain evidence that names of the successor agency oversight board members were submitted to the Department of Finance by May 1, 2012.

2. Inquire regarding the procedures accomplished and specifically state in the report the manner in which this agency did or did not execute a transfer of operations to the successor agency, which was due by February 1, 2012. Procedures to accomplish this might include changing the name of the accounting fund and related bank accounts that are holding these assets for the successor agency. If the successor agency is a party other than the agency that created the redevelopment agency, an examination of bank statements and changing of account titles and fund names evidencing such transfers will be sufficient.

Results: We determined that a transfer of operations occurred on January 11, 2012 from the former redevelopment agency to the successor agency through changing the names of the accounting funds holding the assets, liabilities and fund balances of the successor agency. City of Madera established six new funds to report successor agency activities.

We reviewed the City of Madera's general ledger report and noted creation of five successor agency funds (Cash clearing fund, low/mod housing tax increment, non-housing tax increment, non-housing bond proceeds, low/mod housing bond proceeds and debt service funds).

3. Ascertain that the successor agency has established the Redevelopment Obligation Retirement Fund(s) in its accounting system.

Results: We determined that the City of Madera did establish the Redevelopment Obligation Retirement Fund in its accounting system.

4. Inspect the EOPS and ROPS and identify the payments that were due to be paid through the date of the AUP report. Select a sample (based on a dollar amount as determined by the MADERA County Auditor-Controller) and compare the payments that were due to be paid through the date of the AUP report to a copy of the cancelled check or other documentation supporting the payment.

Results: Several payments scheduled for payment per the EOPS and ROPS schedules were noted as not paid as of the date of the AUP report. See Appendix 3 for detailed results.

5. Obtain listings that support the asset figures (cash, investments, accounts receivable, notes, receivables, fixed assets, etc.) in the audited financial statements as of June 30, 2010, June 30, 2011, or the agency's fiscal year ending, and as of January 31, 2012, as determined by the successor agency and include as an attachment to the AUP report.

Results: See Appendix 4 for detailed results.

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C. RECOGNIZED OBLIGATION PAYMENT SCHEDULE (DRAFT ROPS)

1. Inspect evidence that the initial draft of the ROPS was prepared by March 1, 2012.

Results: We reviewed a resolution dated September 14, 2011 approving the prepared Recognized Obligation Payment Schedule.

2. Note in the minutes of the Oversight Board that the draft ROPS has been approved by the Oversight Board. If the Oversight Board has not yet approved the draft ROPS as of the date of the AUP, this should be mentioned in the AUP report.

Results: We reviewed a resolution dated September 14, 2011 approving the Recognized Obligation Payment Schedule.

3. Inspect evidence that a copy of the draft ROPS was submitted to the County Auditor-Controller, State Controller, and Department of Finance.

Results: We reviewed a memorandum sent to Madera County Auditor-Controller, State of California Department of Finance and State of California Controller's Office showing evidence of the draft ROPS submission.

4. Inspect evidence that the draft ROPS includes monthly scheduled payments for each enforceable obligation for the current six-month reporting time period.

Results: We reviewed the draft ROPS which includes monthly scheduled payments for each enforceable obligation for the six month reporting period of January 1, 2012 thru June 30, 2012.

5. Select a sample (based on dollar amount as determined by the MADERA County Auditor-Controller) and trace enforceable obligations listed on the draft ROPS to the legal document that forms the basis for the obligation.

Results: Some obligations on the draft ROPS were identified as not having legal documentation or as being obligations of the City of Madera Redevelopment Agency. See Appendix 5.

6. Trace the obligations enumerated on the draft ROPS to the obligations enumerated on the EOPS (including amendments) and note any material differences as agreed to by the MADERA County Auditor-Controller.

Results: All obligations enumerated on the draft ROPS were traced to the obligations enumerated on the EOPS without any material difference. See Appendix 6 for detailed results.

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D. RECOGNIZED OBLIGATION PAYMENT SCHEDULE (FINAL ROPS)

1. Inspect evidence that the final ROPS was submitted to the County Auditor-Controller, the State Controller, and Department of Finance by April 15, 2012, and is posted on the website of the City/County as successor agency (Health and Safety Code section 34177(2)(C)).

Results: We reviewed an email correspondence dated April 13, 2012 from the Finance Director of City of Madera to the State Controller's Office, Department of Finance and the County Auditor Controller evidencing submission of the final ROPS.

2. Inspect the final ROPS and identify the payments that were due to be paid through the date of the Agreed-Upon Procedures report. For payments on the ROPS that were identified as being due through the date of the Agreed-Upon Procedures report, inspect evidence of payment and determine that amounts agree to the purpose of the obligation as amounts could be estimated.

Results: Several payments scheduled for payment per the final ROPS schedule were unpaid as of the date of the AUP report. See Appendix 7 for detailed results.

3. Select a sample (based on a dollar amount as determined by the MADERA County Auditor-Controller) and trace enforceable obligations listed on the final ROPS to the legal agreements or documents that forms the basis for the obligation.

Results: The obligations on the final ROPS were identified as not having legal documentation or as being obligations of the City of Madera Redevelopment Agency. See Appendix 8 for detailed results.

**COUNTY OF MADERA
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E. OTHER PROCEDURES

1. Obtain a list of pass-through obligations and payments made from the successor agency from July 1, 2011 through January 31, 2012, Inspect evidence of payment, and note any differences from the list of pass-through obligations and payments made.

Results: Pass-through calculations and payments for redevelopment agencies in Madera County were performed by the Madera County Auditor Controller's office. No pass-through payments were made by the City of Madera Redevelopment Agency or the City as the successor agency.

Appendix 1

Review of EOPS
August 1, 2011 through December 31, 2011

**COUNTY OF MADERA
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Appendix 1 - Review of EOPS August 1, 2011 through December 31, 2011 (Page 1 of 4)

# on EOPS	Project name or area associated with the obligation	The payee	A description of the nature of the work/service agreed to	Obligation as of 6/30/11	The amount of payments obligated to be made by month through December 2011	Compare obligation as listed to legal documentation. (RDA must be a party to the contract)	If an estimate, is listed as such and legal documentation supports the estimate.
Page 1							
1	1998 Tax Allocation Bond	BNYMellon	Bonds issue to fund RDA projects	\$ 10,211,274	\$ 263,931	1998 Tax allocation bond with an aggregate principal amount of \$7,440,000 is supported by the Bond Indenture Document.	N/A
2	2003 Tax Allocation Bond	BNYMellon	Bonds issue to fund RDA projects	\$ 28,736,321	\$ 898,184	2003 Tax allocation bond with an aggregate principal amount of \$19,495,000 are supported by various resolutions, the Fiscal agent agreement, the Bond purchase contract.	N/A
3	2008A Tax Allocation Bond	BNYMellon	Bonds issue to fund non-housing projects	\$ 49,899,395	\$ 960,466	2008 Series A Subordinate Tax allocation bond with a principal amount of \$25,455,000 are supported by various resolutions and the Bond Indenture document.	N/A
4	2008B Tax Allocation Bond	BNYMellon	Bonds issue to fund housing projects	\$ 7,720,777	\$ 167,022	2008 Series B Subordinate Tax allocation bond with a principal amount of \$4,000,000 are supported by various resolutions and the Bond Indenture document.	N/A
5	State CalHFA Loan HELP	CALHFA	Loan for affordable Multi Family housing	\$ 1,212,840	\$ 165,130	Reviewed California housing Finance Agency loan agreement dated September 14, 2005 by and between the Madera Redevelopment Agency and the California Housing finance Agency.	N/A
6	County of Madera Courthouse Agmt		Court House Building	\$ 880,000	\$ -	Reviewed Memorandum of Understanding dated March 17, 2009, by and among the County of Madera and City of Madera Redevelopment Agency.	Estimated based on total expected expenditure amount.
7	City Code Enforcement		Agreement Code Enforcement	\$ 617,000	\$ 305,000	Reviewed agreement for services funded by City of Madera dated July 1m 2011 between the City of Madera and the Madera Redevelopment Agency.	Estimated based on total expected expenditure amount.
8	Signalization Project		DDA on land sale	\$ 375,000	\$ 375,000	Reviewed resolution number 06-45 of the Council of the City of Madera dated February 8, 2006 authorizing the Madera Redevelopment Agency financing for the design of traffic signalization projects at the intersections of Clinton/Tozer, Yosemite/Elm and Cleveland/Raymond.	Estimated based on total expected expenditure amount.
9	Administration operation cost		Admin	\$ 815,193	\$ 561,721	Reviewed 2011/2012 Final Budget Report	Estimated based on total expected expenditure amount.
10	Employee Cost		Payroll	\$ 557,987	\$ 294,834	Reviewed 2011/2012 Final Budget Report	Estimated based on total expected expenditure amount.
11	Sugar Pine Village Subdivision		Single family Construction Loans	\$ 400,000	\$ 300,000	Reviewed agreement for option to purchase real property between the Madera Redevelopment Agency and Rio Scubi, LLC dated August 10, 2011.	Estimated based on total expected expenditure amount.
12	MUSD		Single family Construction Loans	\$ 100,000	\$ 80,000	Reviewed construction loan agreement dated June 8, 2011 between Madera Unified School District and Madera Redevelopment Agency.	Estimated based on total expected expenditure amount.
13	Madera County		Property Tax Admin	\$ 468,464	\$ 218,464	Reviewed Madera County property tax administrative allocation report for the fiscal year 2010-11	Estimated based on total expected expenditure amount.
14	84-22 Gal All Steel Trash Cans	Ros Recreation Equipment		\$ 6,109	\$ 6,109	Reviewed Madera Redevelopment Agency's purchase order dated December 20, 2012.	Estimated based on total expected expenditure amount.

DRAFT 9/7/2012

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Appendix 1 - Review of EOPS August 1, 2011 through December 31, 2011 (Page 2 of 4)

# on EOPS	Project name or area associated with the obligation	The payee	A description of the nature of the work/service agreed to	Obligation as of 6/30/11	The amount of payments obligated to be made by month through December 2011	Compare obligation as listed to legal documentation. (RDA must be a party to the contract)	If an estimate, is listed as such and legal documentation supports the estimate.
15	Relocation Services Central Madera District	Overland, Pacific & Cutler, Inc		\$ 1,265	\$ 1,265	Reviewed City of Madera's purchase order dated January 26, 2009.	Estimated based on total expected expenditure amount.
16	23 Unit Subdivision Plan	Triad Associates, Inc		\$ 9,740	\$ 9,740	Reviewed resolution number MRA 1314 of the Madera Redevelopment Agency Madera, California approving agreement with Triad Architecture & Planning Associates Inc. for development of a 23 unit affordable housing subdivision at sixth/sycamore.	Estimated based on total expected expenditure amount.
17	Environmental Services	Krazan & Associates, Inc		\$ 3,500	\$ 3,500	Reviewed resolution number OB 12-05 approving an amendment to the agreement with Krazan and Associates, Inc. for the environmental services for soil and groundwater remediation at 1350 East Yosemite Avenue in the City of Madera.	Estimated based on total expected expenditure amount.
18	Demolition Services	Selsor Demolition		\$ 19,598	\$ 19,598	Reviewed Madera Redevelopment Agency's purchase order dated August 18, 2010 and subsequent change orders dated September 9, 2010, October 26, 2010 and February 18, 2011.	Estimated based on total expected expenditure amount.
19	Engineering Services 23 units subdivision	Precision Civil Engineering		\$ 15,544	\$ 15,544	Reviewed resolution number MRA-1313 of the Madera Redevelopment Agency approving agreement with Precision Civil Engineering Inc., for site development related to the 23 unit affordable housing subdivision at sixth/sycamore.	Estimated based on total expected expenditure amount.
20	Consulting Services, Graffiti Program	Boyles and Associates		\$ 15,000	\$ 15,000	Reviewed City of Madera's purchase order dated January 26, 2009.	Estimated based on total expected expenditure amount.
21	Graffiti Removal Program	California Conservation Corps		\$ 49,433	\$ 49,433	Reviewed Madera Redevelopment Agency's purchase order dated July 16, 2010.	Estimated based on total expected expenditure amount.
22	Demo 14 - Various Addresses	Giersch & Associates		\$ 152,823	\$ 152,823	Reviewed City of Madera's purchase order dated October 17, 2008.	Estimated based on total expected expenditure amount.
23	Design Services for Infill Housing Program	Triad Associates, Inc		\$ 5,273	\$ 5,273	Reviewed resolution number MRA 1314 of the Madera Redevelopment Agency Madera, California approving agreement with Triad Architecture & Planning Associates Inc. for development of a 23 unit affordable housing subdivision at sixth/sycamore.	Estimated based on total expected expenditure amount.
24	Engineering Services Midtown Village Subdivision	Technicon Engineering Services, Inc		\$ 3,710	\$ 3,710	Reviewed resolution number MRA 1444 of the Madera Redevelopment Agency approving agreement with Technicon Engineering Services, Inc. for geotechnical services related to the evaluation of subsurface conditions at the property located at 616 East Sixth Street.	Estimated based on total expected expenditure amount.

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**COUNTY OF MADERA
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CITY OF MADERA REDEVELOPMENT
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Appendix 1 - Review of EOPS August 1, 2011 through December 31, 2011 (Page 3 of 4)

# on EOPS	Project name or area associated with the obligation	The payee	A description of the nature of the work/service agreed to	Obligation as of 6/30/11	The amount of payments obligated to be made by month through December 2011	Compare obligation as listed to legal documentation. (RDA must be a party to the contract)	If an estimate, is listed as such and legal documentation supports the estimate.
25	Engineering Services AV, 16 Improvement	Blair, Church & Flynn consulting Eng.		\$ 6,102	\$ 6,102	Reviewed resolution number SA 12-18 of the City of Madera Redevelopment Agency approving amendment to agreement with Blair, Church & Flynn for engineering and design services for the Riverview Linear Park Improvements Project.	Estimated based on total expected expenditure amount.
26	Environmental Services to accomplish soil	Krazan & Associates, Inc		\$ 127,868	\$ 127,868	Reviewed resolution number OB 12-05 approving an amendment to the agreement with Krazan and Associates, Inc. for the environmental services for soil and groundwater remediation at 1350 East Yosemite Avenue in the City of Madera.	Estimated based on total expected expenditure amount.
27	Exterior Home Improvement Grant	Various		\$ 27,642	\$ 27,642	Per Bob Wilson of the Successor Agency, the projects and purchase orders were subsequently closed.	Estimated based on total expected expenditure amount.
28	Grant Agreement Arborpoint Affordable housing	Pacific West Communities, Inc		\$ 375,000	\$ 375,000	Reviewed resolution number MRA-1484 of the Madera Redeveloping Agency dated August 10, 2011, approving amended grantee agreement with Pacific West Communities, Inc., an Idaho Corporation for the providing of funds for the construction of housing affordable to low and very low income households.	Estimated based on total expected expenditure amount.
29	Operation Civic Pride Project	Madera Coalition for Community Justice/Madera Sunrise Rotary		\$ 23,134	\$ 23,134	Reviewed City of Madera's purchase order dated January 26, 2009.	Estimated based on total expected expenditure amount.
30	Reimbursement Agreement Handicapped	City of Madera		\$ 130,150	\$ 130,150	Reviewed reimbursement agreement dated October 14, 2009 for professional design engineering and construction services related to the handicapped ramp improvement project between the Madera Redevelopment Agency and City of Madera.	Estimated based on total expected expenditure amount.
31	Utility Project management Services	California Utility Consultants		\$ 29,500	\$ 29,500	Reviewed resolution number MRA-1333 of the Madera Redevelopment Agency approving agreement with California Utility Consultants for consultation and project management services related to the sixth and sycamore subdivision.	Estimated based on total expected expenditure amount.
32	Professional Services to Provide Relocation	Overland, Pacific & Cutler, Inc		\$ 19,865	\$ 19,865	Reviewed resolution number MRA-1190 of the Madera Redevelopment Agency dated December 10, 2008, approving agreement with Overland Pacific & Cutler Inc., for relocations services related to the central Madera district.	Estimated based on total expected expenditure amount.
33	Avenue 16 Street Project			\$ 250,000	\$ 250,000	Reviewed resolution number MRA-909 of the Madera Redevelopment Agency dated October 11, 2006 approving the financing of the design and construction of the Avenue 16 and Granada Drive improvement project.	Estimated based on total expected expenditure amount.

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**COUNTY OF MADERA
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Appendix 1 - Review of EOPS August 1, 2011 through December 31, 2011 (Page 4 of 4)

# on EOPS	Project name or area associated with the obligation	The payee	A description of the nature of the work/service agreed to	Obligation as of 6/30/11	The amount of payments obligated to be made by month through December 2011	Compare obligation as listed to legal documentation. (RDA must be a party to the contract)	If an estimate, is listed as such and legal documentation supports the estimate.
Page 2							
1	Low Mod Housing	Project Fund	20% Set aside	\$ 56,761,980	\$ -	Reviewed resolution number SHA 12-06 dated April 11, 2012 of the City Council of the City of Madera as the Successor Housing Agency to the Former Madera Redevelopment Agency of the City of Madera, acknowledging the transfer of property acquired with twenty percent (20%) housing set-aside and housing set-aside tax allocation bond proceeds from the former Madera Redevelopment Agency to the City of Madera Successor Housing Agency. We noted that the Department of Finance did consider this item enforceable.	N/A

Appendix 2

Review of Amended EOPS
January 1, 2012 through June 30, 2012

**COUNTY OF MADERA
AGREED-UPON PROCEDURES TO THE
CITY OF MADERA REDEVELOPMENT
AND SUCCESSOR AGENCY**

Appendix 2 - Review of Amended EOPS January 1, 2012 through June 30, 2012 (Page 1 of 8)

# on EOPS	Project name or area associated with the obligation	The payee	A description of the nature of the work/service agreed to	Total Obligation	The amount of payments obligated to be made by month through June 30, 2012	Compare obligation as listed to legal documentation. (RDA must be a party to the contract)	If an estimate, is listed as such and legal documentation supports the estimate.	Identify any obligation entered into before June 29, 2011 based on Form A of the Statement of Indebtedness
	State CalHFA Loan HELP	Management			\$ 3,258	Reviewed California housing Finance Agency loan agreement dated September 14, 2005 by and between the Madera Redevelopment Agency and the California Housing finance Agency.	Estimated based on total expected expenditure amount	Not included on Statement of Indebtedness. Per City's Redevelopment Manager, this item represents estimates of staff time for ongoing management responsibilities that is not applicable to the Statement of Indebtedness.
	Annual Audit Project management				\$ 2,865	1998 Tax allocation bond with an aggregate principal amount of \$7,440,000 is supported by the Bond Indenture Document. 2003 Tax allocation bond with an aggregate principal amount of \$19,495,000 are supported by various resolutions, the Fiscal agent agreement, the Bond purchase contract. 2008 Series A Subordinate Tax allocation bond with a principal amount of \$25,455,000 are supported by various resolutions and the Bond Indenture document. 2008 Series B Subordinate Tax allocation bond with a principal amount of \$4,000,000 are supported by various resolutions and the Bond Indenture document.	Estimated based on total expected expenditure amount	Not included on Statement of Indebtedness. Per City's Redevelopment Manager, this item represents estimates of staff time for ongoing management responsibilities that is not applicable to the Statement of Indebtedness.
	NSP3 Projects		Project Management	\$ 205,710	\$ 27,428	Reviewed County of Madera NSP-3 Grant Administration and Program Implementation agreement for services with City of Madera dated September 14, 2011.	Estimated based on total expected expenditure amount	Not included on Statement of Indebtedness. Per City's Redevelopment Manager, this item represents estimates of staff time for ongoing management responsibilities that is not applicable to the Statement of Indebtedness.
	Continuing Disclosure Rpt				\$ 4,114	1998 Tax allocation bond with an aggregate principal amount of \$7,440,000 is supported by the Bond Indenture Document. 2003 Tax allocation bond with an aggregate principal amount of \$19,495,000 are supported by various resolutions, the Fiscal agent agreement, the Bond purchase contract. 2008 Series A Subordinate Tax allocation bond with a principal amount of \$25,455,000 are supported by various resolutions and the Bond Indenture document. 2008 Series B Subordinate Tax allocation bond with a principal amount of \$4,000,000 are supported by various resolutions and the Bond Indenture document.	Estimated based on total expected expenditure amount	Not included on Statement of Indebtedness. Per City's Redevelopment Manager, this item represents estimates of staff time for ongoing management responsibilities that is not applicable to the Statement of Indebtedness.
	Annual Report				\$ 23,556	1998 Tax allocation bond with an aggregate principal amount of \$7,440,000 is supported by the Bond Indenture Document. 2003 Tax allocation bond with an aggregate principal amount of \$19,495,000 are supported by various resolutions, the Fiscal agent agreement, the Bond purchase contract. 2008 Series A Subordinate Tax allocation bond with a principal amount of \$25,455,000 are supported by various resolutions and the Bond Indenture document. 2008 Series B Subordinate Tax allocation bond with a principal amount of \$4,000,000 are supported by various resolutions and the Bond Indenture document.	Estimated based on total expected expenditure amount	Not included on Statement of Indebtedness. Per City's Redevelopment Manager, this item represents estimates of staff time for ongoing management responsibilities that is not applicable to the Statement of Indebtedness.
	5 Year Imp Plan				\$ 23,122	Reviewed Implementation Plan 2008-2013 for the Madera Redevelopment Project dated May 14, 2008.	Estimated based on total expected expenditure amount	Not included on Statement of Indebtedness. Per City's Redevelopment Manager, this item represents estimates of staff time for ongoing management responsibilities that is not applicable to the Statement of Indebtedness.
	Bond Reserve Requirement				\$ -	1998 Tax allocation bond with an aggregate principal amount of \$7,440,000 is supported by the Bond Indenture Document. 2003 Tax allocation bond with an aggregate principal amount of \$19,495,000 are supported by various resolutions, the Fiscal agent agreement, the Bond purchase contract. 2008 Series A Subordinate Tax allocation bond with a principal amount of \$25,455,000 are supported by various resolutions and the Bond Indenture document. 2008 Series B Subordinate Tax allocation bond with a principal amount of \$4,000,000 are supported by various resolutions and the Bond Indenture document.	Estimated based on total expected expenditure amount	Not included on Statement of Indebtedness. Per City's Redevelopment Manager, this item represents estimates of staff time for ongoing management responsibilities that is not applicable to the Statement of Indebtedness.

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**COUNTY OF MADERA
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Appendix 2 - Review of Amended EOPS January 1, 2012 through June 30, 2012 (Page 2 of 8)

# on EOPS	Project name or area associated with the obligation	The payee	A description of the nature of the work/service agreed to	Total Obligation	The amount of payments obligated to be made by month through June 30, 2012	Compare obligation as listed to legal documentation. (RDA must be a party to the contract)	If an estimate, is listed as such and legal documentation supports the estimate.	Identify any obligation entered into before June 29, 2011 based on Form A of the Statement of Indebtedness
	Statement of Indebtedness				\$ 5,486	Reviewed Standard & Poor's special assessment/tax increment financing/tax allocation bond disclosure questionnaire dated January 27, 2012.	Estimated based on total expected expenditure amount	Not included on Statement of Indebtedness. Per City's Redevelopment Manager, this item represents estimates of staff time for ongoing management responsibilities that is not applicable to the Statement of Indebtedness.
	State Controllers Report				\$ 5,486	Legal documentation was unavailable for our review	Estimated based on total expected expenditure amount	Not included on Statement of Indebtedness. Per City's Redevelopment Manager, this item represents estimates of staff time for ongoing management responsibilities that is not applicable to the Statement of Indebtedness.
	HCD Report				\$ 6,167	Reviewed correspondence from the Department of Housing and Community Development Division of Housing Policy Development dated September 29, 2011 regarding agency requirement to submit annual report to the department of housing and community development (HCD)	Estimated based on total expected expenditure amount	Not included on Statement of Indebtedness. Per City's Redevelopment Manager, this item represents estimates of staff time for ongoing management responsibilities that is not applicable to the Statement of Indebtedness.
	Standard & Poors Report				\$ 5,486	Legal documentation was unavailable for our review	Estimated based on total expected expenditure amount	Not included on Statement of Indebtedness. Per City's Redevelopment Manager, this item represents estimates of staff time for ongoing management responsibilities that is not applicable to the Statement of Indebtedness.
	AB 987 Reporting				\$ 5,139	Reviewed Assembly Bill No. 987 Chapter 690 approved and filed October 14, 2007.	Estimated based on total expected expenditure amount	Not included on Statement of Indebtedness. Per City's Redevelopment Manager, this item represents estimates of staff time for ongoing management responsibilities that is not applicable to the Statement of Indebtedness.
	Affordable Housing Monitoring				\$ 12,334	Legal documentation was unavailable for our review	Estimated based on total expected expenditure amount	Not included on Statement of Indebtedness. Per City's Redevelopment Manager, this item represents estimates of staff time for ongoing management responsibilities that is not applicable to the Statement of Indebtedness.
	Property Management		Lot maintenance		\$ 8,226	Legal documentation was unavailable for our review	Estimated based on total expected expenditure amount	Not included on Statement of Indebtedness. Per City's Redevelopment Manager, this item represents estimates of staff time for ongoing management responsibilities that is not applicable to the Statement of Indebtedness.
	Public Notice Requirement		Agenda		\$ 3,084	Legal documentation was unavailable for our review	Estimated based on total expected expenditure amount	Not included on Statement of Indebtedness. Per City's Redevelopment Manager, this item represents estimates of staff time for ongoing management responsibilities that is not applicable to the Statement of Indebtedness.
	Board Meeting preparation				\$ 10,280	Legal documentation was unavailable for our review	Estimated based on total expected expenditure amount	Not included on Statement of Indebtedness. Per City's Redevelopment Manager, this item represents estimates of staff time for ongoing management responsibilities that is not applicable to the Statement of Indebtedness.
	Abandoned Vehicle Authority		Management		\$ -	Legal documentation was unavailable for our review	Estimated based on total expected expenditure amount	Not included on Statement of Indebtedness. Per City's Redevelopment Manager, this item represents estimates of staff time for ongoing management responsibilities that is not applicable to the Statement of Indebtedness.

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**COUNTY OF MADERA
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Appendix 2 - Review of Amended EOPS January 1, 2012 through June 30, 2012 (Page 3 of 8)

# on EOPS	Project name or area associated with the obligation	The payee	A description of the nature of the work/service agreed to	Total Obligation	The amount of payments obligated to be made by month through June 30, 2012	Compare obligation as listed to legal documentation. (RDA must be a party to the contract)	If an estimate, is listed as such and legal documentation supports the estimate.	Identify any obligation entered into before June 29, 2011 based on Form A of the Statement of Indebtedness
	Waste Tire Grant Management		Management		\$ -	Legal documentation was unavailable for our review	Estimated based on total expected expenditure amount	Not included on Statement of Indebtedness. Per City's Redevelopment Manager, this item represents estimates of staff time for ongoing management responsibilities that is not applicable to the Statement of Indebtedness.
	CDBG		Management		\$ 36,024	Legal documentation was unavailable for our review	Estimated based on total expected expenditure amount	Not included on Statement of Indebtedness. Per City's Redevelopment Manager, this item represents estimates of staff time for ongoing management responsibilities that is not applicable to the Statement of Indebtedness.
	OSCA GRANT		Management		\$ 6,936	Legal documentation was unavailable for our review	Estimated based on total expected expenditure amount	Not included on Statement of Indebtedness. Per City's Redevelopment Manager, this item represents estimates of staff time for ongoing management responsibilities that is not applicable to the Statement of Indebtedness.
	EHIG		Management		\$ 3,086	Per Bob Wilson of the Successor Agency, the projects and purchase orders were subsequently closed.	Estimated based on total expected expenditure amount	Not included on Statement of Indebtedness. Per City's Redevelopment Manager, this item represents estimates of staff time for ongoing management responsibilities that is not applicable to the Statement of Indebtedness.
	Successor Agency		Admin Fee		\$ 250,000	Represents administration cost for amount greater of 5% of tax increment received or \$250,000 as stated on AB1X26.	Estimated based on total expected expenditure amount	Not included on Statement of Indebtedness
	1998 Tax Allocation Bond	BNYMellon	Bonds issue to fund RDA projects	\$ 10,211,274	\$ 407,630	1998 Tax allocation bond with an aggregate principal amount of \$7,440,000 is supported by the Bond Indenture Document.	N/A	Included on Statement of Indebtedness
	2003 Tax Allocation Bond	BNYMellon	Bonds issue to fund RDA projects	\$ 28,736,321	\$ 1,309,219	2003 Tax allocation bond with an aggregate principal amount of \$19,495,000 are supported by various resolutions, the Fiscal agent agreement, the Bond purchase contract.	N/A	Included on Statement of Indebtedness
	2008A Tax Allocation Bond	BNYMellon	Bonds issue to fund non-housing projects	\$ 49,899,395	\$ 1,599,558	2008 Series A Subordinate Tax allocation bond with a principal amount of \$25,455,000 are supported by various resolutions and the Bond Indenture document.	N/A	Included on Statement of Indebtedness
	2008B Tax Allocation Bond	BNYMellon	Bonds issue to fund housing projects	\$ 7,720,777	\$ 261,597	2008 Series B Subordinate Tax allocation bond with a principal amount of \$4,000,000 are supported by various resolutions and the Bond Indenture document.	N/A	Included on Statement of Indebtedness
	State CalHFA Loan HELP	CALHFA	Loan for affordable Multi Family housing	\$ 1,068,582	\$ -	Reviewed California housing Finance Agency loan agreement dated September 14, 2005 by and between the Madera Redevelopment Agency and the California Housing finance Agency.	N/A	Included on Statement of Indebtedness
	BNYMT Trustee fees 1998 Series	BNYMellon	Trustee Fees	\$ 56,000	\$ 3,500	1998 Tax allocation bond with an aggregate principal amount of \$7,440,000 is supported by the Bond Indenture Document.	Estimated based on total expected expenditure amount	Not included on Statement of Indebtedness
	BNYMT Trustee fees 2003 Series	BNYMellon	Trustee Fees	\$ 73,500	\$ 3,500	2003 Tax allocation bond with an aggregate principal amount of \$19,495,000 are supported by various resolutions, the Fiscal agent agreement, the Bond purchase contract.	Estimated based on total expected expenditure amount	Not included on Statement of Indebtedness
	BNYMT Trustee fees 2008 Series & Arbitrage	BNYMellon	Trustee Fees	\$ 195,000	\$ 7,500	2008 Series A Subordinate Tax allocation bond with a principal amount of \$25,455,000 are supported by various resolutions and the Bond Indenture document. 2008 Series B Subordinate Tax allocation bond with a principal amount of \$4,000,000 are supported by various resolutions and the Bond Indenture document.	Estimated based on total expected expenditure amount	Not included on Statement of Indebtedness

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**COUNTY OF MADERA
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Appendix 2 - Review of Amended EOPS January 1, 2012 through June 30, 2012 (Page 4 of 8)

# on EOPS	Project name or area associated with the obligation	The payee	A description of the nature of the work/service agreed to	Total Obligation	The amount of payments obligated to be made by month through June 30, 2012	Compare obligation as listed to legal documentation. (RDA must be a party to the contract)	If an estimate, is listed as such and legal documentation supports the estimate.	Identify any obligation entered into before June 29, 2011 based on Form A of the Statement of Indebtedness
	Arbitrage Calculations - contract	Cal Muni	Bond Required Arbitrage calc	\$ 65,000	\$ 2,500	1998 Tax allocation bond with an aggregate principal amount of \$7,440,000 is supported by the Bond Indenture Document. 2003 Tax allocation bond with an aggregate principal amount of \$19,495,000 are supported by various resolutions, the Fiscal agent agreement, the Bond purchase contract. 2008 Series A Subordinate Tax allocation bond with a principal amount of \$25,455,000 are supported by various resolutions and the Bond Indenture document. 2008 Series B Subordinate Tax allocation bond with a principal amount of \$4,000,000 are supported by various resolutions and the Bond Indenture document.	Estimated based on total expected expenditure amount	Not included on Statement of Indebtedness
	Bond Dissemination	Orrick	Bond Required	\$ 52,000	\$ 2,000	1998 Tax allocation bond with an aggregate principal amount of \$7,440,000 is supported by the Bond Indenture Document. 2003 Tax allocation bond with an aggregate principal amount of \$19,495,000 are supported by various resolutions, the Fiscal agent agreement, the Bond purchase contract. 2008 Series A Subordinate Tax allocation bond with a principal amount of \$25,455,000 are supported by various resolutions and the Bond Indenture document. 2008 Series B Subordinate Tax allocation bond with a principal amount of \$4,000,000 are supported by various resolutions and the Bond Indenture document.	Estimated based on total expected expenditure amount	Not included on Statement of Indebtedness
	Annual Audit - Contract Cost	Caporicci & Larson, Inc	Bond Required		\$ 4,000	1998 Tax allocation bond with an aggregate principal amount of \$7,440,000 is supported by the Bond Indenture Document. 2003 Tax allocation bond with an aggregate principal amount of \$19,495,000 are supported by various resolutions, the Fiscal agent agreement, the Bond purchase contract. 2008 Series A Subordinate Tax allocation bond with a principal amount of \$25,455,000 are supported by various resolutions and the Bond Indenture document. 2008 Series B Subordinate Tax allocation bond with a principal amount of \$4,000,000 are supported by various resolutions and the Bond Indenture document.	Estimated based on total expected expenditure amount	Not included on Statement of Indebtedness
	Legal Services - Contract Cost				\$ 50,000	Legal documentation was unavailable for our review. Per City Redevelopment Manager, this obligation was estimated and no actual contract or fee had been incurred.	Estimated based on total expected expenditure amount	Not included on Statement of Indebtedness
	Replacement Housing Obligation program cost				\$ -	Legal documentation was unavailable for our review	N/A	Not included on Statement of Indebtedness. Per City's Redevelopment Manager, this item represents estimates of staff time for ongoing management responsibilities that is not applicable to the Statement of Indebtedness.
	Required Public Noticing		H&S Code 33433			Reviewed disposition and development agreement dated August 8, 2012 between the City of Madera and Region Buenrostro and Gonzalo Buenrostro.	N/A	Not included on Statement of Indebtedness. Per City's Redevelopment Manager, this item represents estimates of staff time for ongoing management responsibilities that is not applicable to the Statement of Indebtedness.
	H&S Code 33433 Tracking					Reviewed summary report pursuant to Section 33433 of the California Community Redevelopment Law on a disposition and development agreement by and between the Successor Agency to the former Madera Redevelopment Agency.	N/A	Not included on Statement of Indebtedness. Per City's Redevelopment Manager, this item represents estimates of staff time for ongoing management responsibilities that is not applicable to the Statement of Indebtedness.

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**COUNTY OF MADERA
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Appendix 2 - Review of Amended EOPS January 1, 2012 through June 30, 2012 (Page 5 of 8)

# on EOPS	Project name or area associated with the obligation	The payee	A description of the nature of the work/service agreed to	Total Obligation	The amount of payments obligated to be made by month through June 30, 2012	Compare obligation as listed to legal documentation. (RDA must be a party to the contract)	If an estimate, is listed as such and legal documentation supports the estimate.	Identify any obligation entered into before June 29, 2011 based on Form A of the Statement of Indebtedness
	Property Liquidation Program				\$ -	Legal documentation was unavailable for our review	N/A	Not included on Statement of Indebtedness. Per City's Redevelopment Manager, this item represents estimates of staff time for ongoing management responsibilities that is not applicable to the Statement of Indebtedness.
	Insurance Premiums				\$ -	Legal documentation was unavailable for our review. Per City's Redevelopment Manager, this obligation represents on-going operational costs and paid as the invoices are received.	N/A	Not included on Statement of Indebtedness
	Wrap up Audit				\$ 7,000	Legal documentation was unavailable for our review. Per City's Redevelopment Manager, the amount was estimated and deferred to future ROPS.	Estimated based on total expected expenditure amount	Not included on Statement of Indebtedness. Per City's Redevelopment Manager, this item represents estimates of staff time for ongoing management responsibilities that is not applicable to the Statement of Indebtedness.
	Herbicide Property Maintenance				\$ -	Legal documentation was unavailable for our review	N/A	Not included on Statement of Indebtedness. Per City's Redevelopment Manager, this item represents estimates of staff time for ongoing management responsibilities that is not applicable to the Statement of Indebtedness.
	MUSD 308 S. J Street				\$ 4,000	Reviewed construction loan agreement dated June 8, 2011 between the Madera Unified School District and Madera Redevelopment Agency.	Estimated based on total expected expenditure amount	Not included on Statement of Indebtedness
	Low Mod Housing set-aside	Project Fund	20% SET ASIDE	\$ 56,761,980	\$ -	Reviewed resolution number SHA 12-06 dated April 11, 2012 of the City Council of the City of Madera as the Successor Housing Agency to the Former Madera Redevelopment Agency of the City of Madera, acknowledging the transfer of property acquired with twenty percent (20%) housing set-aside and housing set-aside tax allocation bond proceeds from the former Madera Redevelopment Agency to the City of Madera Successor Housing Agency. We noted that the Department of Finance did not consider this item enforceable.	N/A	Included on Statement of Indebtedness
	Housing Bond Fund Obligations			\$ 810,098	\$ -	Legal documentation was unavailable for our review. Per City's Redevelopment Manager, successor agency has the option to use bond funds as intended under AB 1484.	N/A	Not included on Statement of Indebtedness
	Capital Project Bond Fund Obligations			\$ 4,868,596	\$ -	Legal documentation was unavailable for our review. Per City's Redevelopment Manager, successor agency has the option to use bond funds as intended under AB 1484.	N/A	Not included on Statement of Indebtedness
					\$ -			
	ENCUMBRANCES				\$ -			
	Lake/Adell Street Project	City of Madera	Reimburse Agmt for Eng Srv - Lake/Adell - Contract with Yamabe/Horn	\$ 16,289	\$ -	Reviewed City of Madera's purchase order dated September 26, 2006	N/A	Not included on Statement of Indebtedness
	Demo 14	Giersch & Associates	Demo - Eng Services	\$ 176,590	\$ -	Reviewed City of Madera's purchase order dated October 17, 2008	N/A	Not included on Statement of Indebtedness
	Sunrise Park	Madera Sunrise Rotary Club	OPC Project-Entry Sign at Sunrise Rotary Sports Complex	\$ 11,428	\$ -	Reviewed City of Madera's purchase order dated December 22, 2008	N/A	Not included on Statement of Indebtedness
	Central Madera Street Project	Blair, Church & Flynn	Eng/Design - Central Madera Residential District Proj No. 208-0541 (Split: 40% - 2002-3802; 60% - 5002-3802)	\$ 65,513	\$ -	Reviewed resolution number SA 12-18 of the City of Madera Redevelopment Agency approving amendment to agreement with Blair, Church & Flynn for engineering and design service for the Riverview Linear Park Improvements Project.	N/A	Not included on Statement of Indebtedness

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# on EOPS	Project name or area associated with the obligation	The payee	A description of the nature of the work/service agreed to	Total Obligation	The amount of payments obligated to be made by month through June 30, 2012	Compare obligation as listed to legal documentation. (RDA must be a party to the contract)	If an estimate, is listed as such and legal documentation supports the estimate.	Identify any obligation entered into before June 29, 2011 based on Form A of the Statement of Indebtedness
	Operation Civic Pride	Madera Coalition for Comm Justice	Planting of Community Garden - Lake & 4th - Operation Civic Pride	\$ 11,706	\$ -	Reviewed City of Madera's purchase order dated January 26, 2009	N/A	Not included on Statement of Indebtedness
	Arborpoint	Pacific West Communities	Arborpoint Apt Affordable Housing Grant	\$ 375,000	\$ -	Reviewed resolution number MRA-1484 of the Madera Redevelopment Agency dated August 10, 2011, approving amended grantee agreement with Pacific West Communities, Inc., an Idaho Corporation for the providing of funds for the construction of housing affordable to low and ver low income households.	N/A	Not included on Statement of Indebtedness
	Adell Imp Project	Quand Knopf	Engineering/Surveying - Adell Improvement Project (Contract for \$128,120 + 10% - \$140,900; CO \$5,150) Proj No. 90058	\$ 21,500	\$ -	Reviewed approval of resolution number OB 12-11 approving the second amendment to the agreement with Quad Knopf for design and engineering services related to the Adell Improvement Project.	N/A	Not included on Statement of Indebtedness
	Graffiti Consulting contract	Boyles and Associates	Consulting Services - Graffiti Removal Program	\$ 15,000	\$ -	Reviewed City of Madera's purchase order dated January 26, 2009	N/A	Not included on Statement of Indebtedness
	EHIG	Amelia Gutierrez	305 South I Street - EHIG Program	\$ 79	\$ -	Per Bob Wilson of the Successor Agency, the projects and purchase orders were subsequently closed.	N/A	Not included on Statement of Indebtedness
	Ave 16 Improvements	Blair, Church and Flynn	Ave 16 - 3rd Amend-\$10,500 Proj No. 205-0427 - BW2 & 4th Amend-\$44,400- Proj No. 205-0427	\$ 6,102	\$ -	Reviewed approval of resolution number OB 12-15 approving the amended agreement with Blair, Church & Flynn for the preparation of an Infrastructure Master Plan for the Avenue 16/Avenue 17 Commercial/Industrial Corridor.	N/A	Not included on Statement of Indebtedness
	Operation Civic Pride	Madera Dist Chamber of Commerce	2009-2010 Operation Civic Pride Program	\$ 1,250	\$ -	Reviewed City of Madera's purchase order dated August 20, 2009	N/A	Not included on Statement of Indebtedness
	EHIG	Socorro Curiel	EHIG - 313 South I. Street	\$ 628	\$ -	Per Bob Wilson of the Successor Agency, the projects and purchase orders were subsequently closed.	N/A	Not included on Statement of Indebtedness
	Madera Industrial area	NorthStar	Master Plan Traffic Circulation-SW Madera Industrial Area (Agmt \$136,629 + 10% Contingency- \$13,629)	\$ 89,951	\$ -	Reviewed approval of resolution number OB 12-13 approving the amendment to the agreement with North Star Engineering Group to complete the preparation of an infrastructure master plan for the southwest industrial area.	N/A	Not included on Statement of Indebtedness
	Midtown Village	Precision Engineering	6th & Sycamore Subdivision(Midtown) - Civil Eng. Srv #08-131	\$ 15,545	\$ -	Reviewed resolution number MRA-1313 of the Madera Redevelopment Agency approving agreement with Precision Civil Engineering Inc., for site development related to the 23 unit affordable housing subdivision at sixth/sycamore.	N/A	Not included on Statement of Indebtedness
	Midtown Village	TRJAD	6th & Sycamore Subdivision(Midtown) - Precise Plan - Project No.8077	\$ 9,320	\$ -	Reviewed resolution number MRA 1314 of the Madera Redevelopment Agency Madera, California approving agreement with Triad Architecture & Planning Associates Inc for development of a 23 unit affordable housing subdivision at sixth/sycamore.	N/A	Not included on Statement of Indebtedness
	Canal Relocation	Quad Knopf	Eng Srv - Relocation of MID Canal between 7th & E Streets relocating to Clinton ROW Proj No. 90222	\$ 49,261	\$ -	Reviewed approval of resolution number OB 12-12 approving the amendment to the agreement with Quad-Knopf for design and engineering services related to the MID Pipeline Relocation Project.	N/A	Not included on Statement of Indebtedness
	Laurel Linear Park	Blair, Church & Flynn	Eng Srv-Sunset/Laurel/Riverview Linear Park Project- No. 209-0326	\$ 14,926	\$ -	Reviewed approval of resolution number OB 12-14 approving the amendment to the agreement with Blair, Church & Flynn for engineering and design services for the Riverview Linear Park Improvement Project.	N/A	Not included on Statement of Indebtedness
	Handicap Ramp project	City of Madera - Public Works	Reimburse for Handicapped Ramp Project	\$ 31,000	\$ -	Legal documentation was unavailable for our review. We noted that the Department of Finance did not consider this item enforceable.	N/A	Not included on Statement of Indebtedness
	Midtown Village	California Utility Consultants	Utility Project Mgmt Services - 6th & Sycamore Subdivision	\$ 29,500	\$ -	Reviewed resolution number MRA-1333 of the Madera Redevelopment Agency approving agreement with California Utility Consultants for consultation and project management services related to the sixth and sycamore subdivision.	N/A	Not included on Statement of Indebtedness
	Riverwalk Subdivision	California Utility Consultants	Utility Project Mgmt Services - Riverwalk Subdivision	\$ 29,500	\$ -	Reviewed Madera Development Agency's purchase order dated December 7, 2009	N/A	Not included on Statement of Indebtedness

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**COUNTY OF MADERA
AGREED-UPON PROCEDURES TO THE
CITY OF MADERA REDEVELOPMENT
AND SUCCESSOR AGENCY**

Appendix 2 - Review of Amended EOPS January 1, 2012 through June 30, 2012 (Page 7 of 8)

# on EOPS	Project name or area associated with the obligation	The payee	A description of the nature of the work/service agreed to	Total Obligation	The amount of payments obligated to be made by month through June 30, 2012	Compare obligation as listed to legal documentation. (RDA must be a party to the contract)	If an estimate, is listed as such and legal documentation supports the estimate.	Identify any obligation entered into before June 29, 2011 based on Form A of the Statement of Indebtedness
	Lake St median project	Dave Bigler Associates	Landscape Design - Lake Street Median Cleveland to Ellis	\$ 2,250	\$ -	Reviewed Madera Redevelopment Agency's purchase order dated January 13, 2010	N/A	Not included on Statement of Indebtedness
	EHIG	Jesus Chia	EHIG - 1516 Lucia Way	\$ 12,000	\$ -	Per Bob Wilson of the Successor Agency, the projects and purchase orders were subsequently closed	N/A	Not included on Statement of Indebtedness
	Soil Remediation 1350 Yose	Kruzan and Associates	EIR Soil and Ordwater Remediation - 1350 E. Yosemite (Contract: \$265,500 + 10% of \$26,550 = 292,050). Amend #1 - Add'l \$196,000 approved 5/11/11 Amend #2 - Increased \$196,000 agmt to \$209,172 (plus add'l 10% contg as needed) approved 6/8/11 (\$209,172+20,917=230,089).	\$ 177,802	\$ 177,804	Reviewed resolution number OB 12-05 approving an amendment to the agreement with Kruzan and Associates, Inc for the environmental services for soil and groundwater remediation at 1350 East Yosemite Avenue in the City of Madera.	Estimated based on total expected expenditure amount	Not included on Statement of Indebtedness
	EHIG	Manuel and Alicia Gullen	1805 Merced Street - EHIG	\$ 611	\$ -	Per Bob Wilson of the Successor Agency, the projects and purchase orders were subsequently closed	N/A	Not included on Statement of Indebtedness
	EHIG	Rosemary Gil	800 James Way - EHIG	\$ 954	\$ -	Per Bob Wilson of the Successor Agency, the projects and purchase orders were subsequently closed.	N/A	Not included on Statement of Indebtedness
	EHIG	Maria Troncoso (May 10)	1416 Wessmith Way - EHIG	\$ 100	\$ -	Per Bob Wilson of the Successor Agency, the projects and purchase orders were subsequently closed.	N/A	Not included on Statement of Indebtedness
	EHIG	Lucina Rueda (May 10)	1813 Merced Street - EHIG	\$ 1,535	\$ -	Per Bob Wilson of the Successor Agency, the projects and purchase orders were subsequently closed.	N/A	Not included on Statement of Indebtedness
	California Conservation Corps (7/14/10)	California Conservation Corps (7/14/10)	2010/11 Graffiti Abatement Crew - Contracted Services	\$ 12,033	\$ -	Reviewed Madera Redevelopment Agency's purchase order dated January 16, 2010	N/A	Not included on Statement of Indebtedness
	Landscape Design	Dave Bigler Associates (9/8/10)	Landscape Design Services at new RDA Office - 428 E Yosemite Ave	\$ 600	\$ -	Reviewed Madera Redevelopment Agency's purchase order dated September 9, 2010	N/A	Not included on Statement of Indebtedness
	Midtown Village	Technicon Eng. Services, Inc. (11/10/10)	Geotech Eng Services - Midtown Subdivision (6th/Sycamore)	\$ 3,710	\$ -	Reviewed resolution number MRA 1444 of the Madera Redevelopment Agency approving agreement with Technicon Engineering Services, Inc. for geotechnical services related to the evaluation of subsurface conditions at the property located at 616 East Sixth Street.	N/A	Not included on Statement of Indebtedness
	428 Yosemite Plaza	Ross Recreation Equipment (Dec. 2010)	Benches (3) and Trash Receptacle (2) at 428 E Yosemite Ave Office	\$ 6,109	\$ -	Reviewed Madera Redevelopment Agency's purchase order dated December 20, 2010	N/A	Not included on Statement of Indebtedness
	Lake St median project	City of Madera - Engineering (Dec. 2010)	Reimbursement Agmt - Lake Str Median Proj (total proj cost \$170,000)	\$ 85,000	\$ -	Reviewed Madera Redevelopment Agency's purchase order dated December 13, 2010	N/A	Not included on Statement of Indebtedness
	California Conservation Corps (6/8/11)	California Conservation Corps (6/8/11)	2011/12 Graffiti Abatement Crew - Contracted Services	\$ 29,084	\$ 29,082	Reviewed Madera Redevelopment Agency's purchase order dated June 15, 2011	Estimated based on total expected expenditure amount	Not included on Statement of Indebtedness
	PROJECTS IN PROGRESS				\$ -		N/A	Not included on Statement of Indebtedness
	Riverwalk Subdivision		\$5,135,000 Expensed to Date	\$ 1,210,000	\$ -	Reviewed Madera Development Agency's purchase order dated December 7, 2009	N/A	Not included on Statement of Indebtedness
	Midtown Village Subdivision		\$1,126,000 Expensed to Date	\$ 840,000	\$ -	Reviewed resolution number MRA-1313 of the Madera Redevelopment Agency approving agreement with Precision Civil Engineering Inc., for site development related to the 23 unit affordable housing subdivision at sixth/sycamore.	N/A	Not included on Statement of Indebtedness
	Downtown Streetscape		\$41,652 Expensed to Date	\$ 600,000	\$ -	Legal documentation was unavailable for our review. Per City Redevelopment Manager, this project is being eliminated.	N/A	Not included on Statement of Indebtedness
	Sonora/Green/Columbia/Sierra improvement project		\$46,000 Expensed to Date	\$ 375,000	\$ -	Legal documentation was unavailable for our review. Per City Redevelopment Manager, this project is being eliminated.	N/A	Not included on Statement of Indebtedness
	Adell Improvement Project		\$120,658 Expensed to Date	\$ 2,300,000	\$ -	Reviewed resolution number 08-195 of the Council of the City of Madera authorizing the financing of the design and construction of the Adell Improvement Project.	N/A	Not included on Statement of Indebtedness

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**COUNTY OF MADERA
AGREED-UPON PROCEDURES TO THE
CITY OF MADERA REDEVELOPMENT
AND SUCCESSOR AGENCY**

Appendix 2 - Review of Amended EOPS January 1, 2012 through June 30, 2012 (Page 8 of 8)

# on EOPS	Project name or area associated with the obligation	The payee	A description of the nature of the work/service agreed to	Total Obligation	The amount of payments obligated to be made by month through June 30, 2012	Compare obligation as listed to legal documentation. (RDA must be a party to the contract)	If an estimate, is listed as such and legal documentation supports the estimate.	Identify any obligation entered into before June 29, 2011 based on Form A of the Statement of Indebtedness
	Downtown Canal Relocation		\$38,233 Expensed to Date	\$ 980,000	\$ -	Reviewed resolution number 09-246 of the Council of the City of Madera authorizing the financing of the design and construction of the Mid Canal Pipelining Relocation Project.	N/A	Not included on Statement of Indebtedness
	Laurel Linear Park		\$25,096 Expensed to Date	\$ 1,200,000	\$ -	Reviewed resolution number 09-247 of the Council of the City of Madera authorizing the financing of the design and construction of the Sunset/Laurel/Riverview Linear Park Project.	N/A	Not included on Statement of Indebtedness
	Airport Infrastructure Master Plan		\$89,499 Expensed to Date	\$ 30,000	\$ -	Reviewed resolution number 99-155 of the Council of the City of Madera authorizing the financing of certain public improvements.	N/A	Not included on Statement of Indebtedness
	Southwest Industrial Park Master Plan		\$59,965 Expensed to Date	\$ 30,000	\$ -	Reviewed resolution number MRA-1270 of the Madera Redevelopment Agency approving the financing of the preparation of the infrastructure master plan for the southwest industrial area project.	N/A	Not included on Statement of Indebtedness
	East Yosemite Widening Project		\$976,248 Expensed to Date	\$ 650,000	\$ -	Legal documentation was unavailable for our review. Per City Redevelopment Manager, this project is being eliminated.	N/A	Not included on Statement of Indebtedness
	"E" Street Improvement Project		\$118,087 Expensed to Date	\$ 1,800,000	\$ -	Legal documentation was unavailable for our review. Per City Redevelopment Manager, this project is being eliminated.	N/A	Not included on Statement of Indebtedness
	Tribune - Honda Construction Loan				\$ 400,000	Per Bob Wilson of the Successor Agency, the Agency is planning to provide a construction loan aimed at providing incentive to a successful Honda dealership to remain within the downtown Madera area. Reviewed valuation of building at 106 E. 7th Street Madera, CA with valuation dated of April 12, 2012.	Estimated based on total expected expenditure amount	Not included on Statement of Indebtedness
	Avenue 16 Landscape Project		\$138,800 Expensed to Date		\$ 250,000	Reviewed resolution number MRA-909 of the Madera Redevelopment Agency dated October 11, 2006 approving the financing of the design and construction of the Avenue 16 and Granada Drive improvement project.	Estimated based on total expected expenditure amount	Not included on Statement of Indebtedness
	Replacement Housing Obligation construction loans			\$ 1,100,000	\$ -	Reviewed relocation plan for the 'Court House Project' South 'G' Street, Madera, CA dated February, 2008.	N/A	Not included on Statement of Indebtedness
	Elm & Yosemite Traffic Signal		DDA	\$ 375,000		Reviewed reimbursement agreement dated February 8, 2006, by and between the City of Madera and the Madera Redevelopment Agency. Reviewed disposition and development agreement dated September 13, 2010 between the Madera Redevelopment Agency and Ironhorse Elm, LLC.	N/A	Included on Statement of Indebtedness
	County of Madera Courthouse Agmt	County Of Madera	Court House Building	\$ 950,000	\$ -	Reviewed Memorandum of Understanding dated March 17, 2009, by and among the County of Madera and City of Madera Redevelopment Agency.	N/A	Included on Statement of Indebtedness

Appendix 3

EOPS and ROPS Items

**COUNTY OF MADERA
AGREED-UPON PROCEDURES TO THE
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AND SUCCESSOR AGENCY**

Appendix 3 - Review of EOPS and ROPS payments (Page 1 of 4)

EOPS ITEMS

# ON EOPS	PER SCHEDULE		ACTUAL PAYMENT		Examine copy of the cancelled check or other documentation to determine if payments made agreed to schedules
	AMOUNT	DATE	AMOUNT	DATE	
1	\$ 263,931	Sep-11	263,931	9/30/2011	Reviewed City of Madera's Fund 40200 general ledger report showing evidence of payment.
2	\$ 898,184	Sep-11	898,184	9/30/2011	Reviewed City of Madera's Fund 40200 general ledger report showing evidence of payment.
3	\$ 960,466	Sep-11	960,466	9/30/2011	Reviewed City of Madera's Fund 40200 general ledger report showing evidence of payment.
4	\$ 167,022	Sep-11	133,618	9/30/2011	Reviewed City of Madera's Fund 40200 general ledger report showing evidence of payment.
5	\$ 165,130	Aug-11	135,153	9/23/2011	Reviewed City of Madera Redevelopment Agency's account 2056-9540 "Loans Payable Fiscal Year 2012" details covering fiscal year ended June 30, 2012.
7	\$ 305,000	Aug-11	259,070	1/31/2012	Reviewed City of Madera's Fund 40200 general ledger report showing evidence of payment.
8	\$ 375,000	Sep-11	-	Not paid	N/A. Per City's Redevelopment Manager, Yosemite Elm Signal is going through review at Cal Trans. Expenditures of funds will take place in future time periods (future ROPS).
9	\$ 561,721		261,749	July 11 ~ June 12	Reviewed City of Madera's Fund 40200 general ledger report showing evidence of payment.
10	\$ 294,834		500,458	July 11 ~ June 12	Reviewed City of Madera's Fund 40200 general ledger report showing evidence of payment.
11	\$ 300,000	Oct-11 ~ Dec-11	-	Not paid	N/A. Per City's Redevelopment Manager, construction loans were not expensed but will take place in future ROPS.
12	\$ 80,000	Sep-11 ~ Dec-11	-	Not paid	N/A. Per City's Redevelopment Manager, construction loans were not expensed but will take place in future ROPS.
13	\$ 218,464	Jun-12	295,615	Various	Reviewed Madera County's property tax administrative allocation report for fiscal year 2010/11
21	\$ 49,433		27,038	July 11 ~ June 12	Reviewed City of Madera's Fund 40200 general ledger report showing evidence of payment.
22	\$ 152,823		56,650	July 11 ~ June 12	Reviewed City of Madera's Fund 40200 general ledger report showing evidence of payment.
26	\$ 127,868		241,982	July 11 ~ June 12	Reviewed City of Madera's Fund 40200 general ledger report showing evidence of payment.

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**COUNTY OF MADERA
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Appendix 3 - Review of EOPS and ROPS payments (Page 2 of 4)

Amended EOPS ITEMS

# ON AMENDED EOPS	PER SCHEDULE		ACTUAL PAYMENT		Examine copy of the cancelled check or other documentation to determine if payments made agreed to schedules
	AMOUNT	DATE	AMOUNT	DATE	
27	\$ 27,642	Sep-11	-	Not paid	N/A. Per City's Redevelopment Manager, exterior home improvement grant purchase orders are unpaid and will be closed.
28	\$ 375,000	Oct-11	-	Not paid	N/A. Per City's Redevelopment Manager, Arborpoint payments were deferred to future ROPS.
29	\$ 23,134	Aug-11 ~ Dec-11	-	Not paid	N/A. Per City's Redevelopment Manager, two purchase orders represent the scheduled payment amount. One purchased order was deferred to future ROPS and the other purchase order will be closed.
30	\$ 130,150	Sep-11	-	Not paid	N/A. Per City's Redevelopment Manager, the purchase order related to the Handicapped Ramp program will be closed.
31	\$ 29,500	Oct-11	-	Not paid	N/A. Per City's Redevelopment Manager, the California Utilities Purchase order was deferred to future ROPS.
33	\$ 250,000	Oct-11 ~ Nov-11	-	Not paid	N/A. Per City's Redevelopment Manager, the Avenue 16 Street Landscape project was deferred to future ROPS.
None noted	\$ 27,428	Mar-12 ~ Jun-12	22,162.61	August 2011 ~ June 2012	Reviewed details of allocated payroll hours to the project.
None noted	\$ 23,556	Jun-12	-	Not paid	N/A
None noted	\$ 23,122	Jun-12	-	Not paid	N/A
None noted	\$ 36,024	Jan-12 ~ Jun-12	-	Not paid	N/A
None noted	\$ 250,000	Feb-12 ~ Jun-12	-	Not paid	N/A
None noted	\$ 407,630	Mar-12, Jun-12	146,315.00	2/28/2012	Examined evidence of wire payment dated 2/28/12
None noted	\$ 1,309,219	Mar-12, Jun-12	399,609.38	2/28/2012	Examined evidence of wire payment dated 2/28/12

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**COUNTY OF MADERA
AGREED-UPON PROCEDURES TO THE
CITY OF MADERA REDEVELOPMENT
AND SUCCESSOR AGENCY**

Appendix 3 - Review of EOPS and ROPS payments (Page 3 of 4)

Initial ROPS ITEMS

# ON ROPS	PER SCHEDULE		ACTUAL PAYMENT		Examine copy of the cancelled check or other documentation to determine if payments made agreed to schedules
	AMOUNT	DATE	AMOUNT	DATE	
None noted	\$ 1,599,558	Mar-12, Jun-12	609,874.79	2/28/2012	Examined evidence of wire payment dated 2/28/12
None noted	\$ 261,597	Mar-12, Jun-12	95,796.48	2/28/2012	Examined evidence of wire payment dated 2/28/12
None noted	\$ 50,000	Feb-12 ~ Jun-12	-	Not paid	N/A
None noted	\$ 177,804	Jan-12 ~ Jun-12	177,681.02	Aug-11 ~ May-12	Reviewed cancelled check #9689, #9713, #9785, #9805, #9602, #9623, #9666
None noted	\$ 29,082	Jan-12 ~ Jun-12	27,038.00	August 2011 ~ June 2012	Reviewed City of Madera's Fund 40200 general ledger report showing evidence of payment.
None noted	\$ 400,000	Jun-12	-	Not paid	Per Bob Wilson of the Successor Agency, the scheduled payment has been deferred to future ROPS
None noted	\$ 250,000	Jun-12	-	Not paid	Per Bob Wilson of the Successor Agency, the scheduled payment has been deferred to future ROPS
None noted	\$ 27,428	Mar-12 ~ Jun-12	22,162.61	Not paid	Reviewed details of allocated payroll hours to the project. Per Bob Wilson of the Successor Agency, the scheduled payment is a repeat of previously listed payment.
None noted	\$ 23,556	Jun-12	-	Not paid	Per Bob Wilson of the Successor Agency, the scheduled payment is a repeat of previously listed payment.
None noted	\$ 23,122	Jun-12	-	Not paid	Per Bob Wilson of the Successor Agency, the scheduled payment is a repeat of previously listed payment.
None noted	\$ 36,024	Jan-12 ~ Jun-12	-	Not paid	Per Bob Wilson of the Successor Agency, the scheduled payment is a repeat of previously listed payment.
None noted	\$ 250,000	Feb-12 ~ Jun-12	-	Not paid	Per Bob Wilson of the Successor Agency, the scheduled payment is a repeat of previously listed payment.
None noted	\$ 407,630	Mar-12, Jun-12	146,315.00	2/28/2012	Examined evidence of wire payment dated 2/28/12. Per Bob Wilson of the Successor Agency, the scheduled payment is a repeat of previously listed payment.
None noted	\$ 1,309,219	Mar-12, Jun-12	399,609.38	2/28/2012	Examined evidence of wire payment dated 2/28/12. Per Bob Wilson of the Successor Agency, the scheduled payment is a repeat of previously listed payment.
None noted	\$ 1,599,558	Mar-12, Jun-12	609,874.79	2/28/2012	Examined evidence of wire payment dated 2/28/12. Per Bob Wilson of the Successor Agency, the scheduled payment is a repeat of previously listed payment.

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**COUNTY OF MADERA
 AGREED-UPON PROCEDURES TO THE
 CITY OF MADERA REDEVELOPMENT
 AND SUCCESSOR AGENCY**

Appendix 3 - Review of EOPS and ROPS payments (Page 4 of 4)

Initial ROPS ITEMS

# ON ROPS	PER SCHEDULE		ACTUAL PAYMENT		Examine copy of the cancelled check or other documentation to determine if payments made agreed to schedules
	AMOUNT	DATE	AMOUNT	DATE	
None noted	\$ 261,597	Mar-12, Jun-12	95,796.48	2/28/2012	Examined evidence of wire payment dated 2/28/12. Per Bob Wilson of the Successor Agency, the scheduled payment is a repeat of previously listed payment.
None noted	\$ 50,000	Feb-12 ~ Jun-12	-	Not paid	Per Bob Wilson of the Successor Agency, the scheduled payment is a repeat of previously listed payment.
None noted	\$ 177,804	Jan-12 ~ Jun-12	177,681.02	Aug-11 ~ May-12	Reviewed cancelled check #9689, #9713, #9785, #9805, #9602, #9623, #9666. Per Bob Wilson of the Successor Agency, the scheduled payment is a repeat of previously listed payment.
None noted	\$ 29,082	Jan-12 ~ Jun-12	27,038.00	August 2011 ~ June 2012	Reviewed City of Madera's Fund 40200 general ledger report showing evidence of payment. Per Bob Wilson of the Successor Agency, the scheduled payment is a repeat of previously listed payment.
None noted	\$ 400,000	Jun-12	-	Not paid	Per Bob Wilson of the Successor Agency, the scheduled payment is a repeat of previously listed payment.
None noted	\$ 250,000	Jun-12	-	Not paid	Per Bob Wilson of the Successor Agency, the scheduled payment is a repeat of previously listed payment.

Appendix 4A

Detailed List of Assets as of January 31, 2012

Report: R:\live\gl\glreprt.x.p

Version: 020000-R58.53.00

User ID: robert w

City of Madera Redevelopment Agency

Trial Balance Without Encumbrance

For Fiscal Year 2012, Period 1 to 7 and Budget Cycle Working

From xPrint

Date: 06/04/12

Time: 16:41:39

Account	Description	Opening Balance	Period Actual	Closing Balance
Fund 10100: Cash Clearing Fund				
Account: Assets				
1001-9100	Cash in Union Bank	410,728.57	2,392,012.10	2,802,740.67
	NET Account: Assets	410,728.57	2,392,012.10	2,802,740.67
	TOTAL Fund 10100: Cash Clearing Fund	410,728.57	2,392,012.10	2,802,740.67
?				
Fund 40200: Low/Mod Housing Tax Increment				
Account: Assets				
2001-9100	Cash in Union Bank	121,128.56	817,571.28	938,699.84
2001-9102	Cash with Fiscal Agent - LAIF	1,054,106.59	(598,258.29)	455,848.30
2002-9106	Unrealized <Gain>/Loss from Investment	(8,366.16)	-	(8,366.16)
2011-9110	Accounts Receivable	93,123.54	(5,223.53)	87,900.01
2011-9111	Accrued Interest Receivable	1,741.71	(1,741.71)	-
2011-9121	Due From City	25.26	-	25.26
2013-9113	Loans Receivable	1,017,178.65	(85,739.96)	931,438.69
2014-9113	Rehab Loans Receivable-05-01-Caceres	72,393.43	(9,195.01)	63,198.42
2015-9113	Rehab Loans Receivable-05-02-Quintero	69,885.20	(6,283.39)	63,601.81
2016-9113	Rehab Loans Receivable-05-03-Lyon	78,436.58	(7,035.94)	71,400.64
2017-9113	Rehab Loans Receivable-05-04-Lee	744,203.31	(72,422.19)	671,781.12
2030-9130	Prepaid Expenses	837.60	-	837.60
	NET Account: Assets	3,244,694.27	31,671.26	3,276,365.53
	TOTAL Fund 40200: Low/Mod Housing Tax Increment	3,244,694.27	31,671.26	3,276,365.53
?				
Fund 40300: Non Housing Tax Increment				
Account: Assets				
3001-9100	Cash in Union Bank	113,874.86	113,206.30	227,081.16
3001-9102	Cash with Fiscal Agent - LAIF	995,912.97	(547,881.89)	448,031.08
3002-9106	Unrealized <Gain>/Loss from Investment	(5,027.80)	-	(5,027.80)
3011-9110	Accounts Receivable	102,067.75	(102,067.75)	-
3011-9111	Accrued Interest Receivable	2,118.11	(2,118.11)	-
	NET Account: Assets	1,208,945.89	(538,861.45)	670,084.44
	TOTAL Fund 40300: Non Housing Tax Increment	1,208,945.89	(538,861.45)	670,084.44
?				
Fund 60500: Non Housing Bond Proceeds				
Account: Assets				
5001-9100	Cash in Union Bank	94,842.02	(1,001,196.80)	(906,354.78)
5001-9102	Cash with Fiscal Agent - LAIF	5,260,156.21	616.44	5,260,772.65
5002-9106	Unrealized <Gain>Loss from Investment	(8,688.46)	-	(8,688.46)
5011-9110	Accounts Receivable	20,244.12	(20,894.13)	(650.01)
5011-9111	Accrued Interest Receivable	616.44	(616.44)	-
5011-9121	Due from City	882.47	-	882.47
5013-9115	Contracts Receivable	1,258.56	-	1,258.56
5030-9130	Prepaid Expenses	3,350.41	-	3,350.41
	NET Account: Assets	5,372,661.77	(1,022,090.93)	4,350,570.84
	TOTAL Fund 60500: Non Housing Bond Proceeds	5,372,661.77	(1,022,090.93)	4,350,570.84
?				
Fund 60600: Low/Mod Housing Bond Proceeds				
Account: Assets				
6001-9100	Cash in Union Bank	7,595.03	293,739.78	301,334.81
6001-9102	Cash with Fiscal Agent - LAIF	517,000.54	330.75	517,331.29
6002-9106	Unrealized <Gain> Loss From Investment	(972.28)	-	(972.28)
6011-9111	Accrued Interest Receivable	330.75	(330.75)	-

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Report: R:\live\gl\glreprt.p

Version: 020000-R58.53.00

User ID: robert w

City of Madera Redevelopment Agency

Trial Balance Without Encumbrance

For Fiscal Year 2012, Period 1 to 7 and Budget Cycle Working

From xPrint

Date: 06/04/12

Time: 16:41:39

Account	Description	Opening Balance	Period Actual	Closing Balance
6011-9121	Due from City	13.04	-	13.04
6018-9124	Redemption Fund 2008	301,407.22	(301,407.22)	-
	NET Account: Assets	825,374.30	(7,667.44)	817,706.86
	TOTAL Fund 60600: Low/Mod Housing Bond Proceeds	825,374.30	(7,667.44)	817,706.86
?				
	Fund 80400: Debt Service Fund			
	Account: Assets			
4001-9100	Cash in Union Bank	73,288.10	2,168,691.54	2,241,979.64
4001-9102	Cash with Fiscal Agent - LAIF	677,924.63	(449,616.81)	228,307.82
4002-9106	Unrealized <Gain>Loss from Investment	10,730.66	-	10,730.66
4003-9102	Cash with Fiscal Agent - Merrill Lynch	3,254.80	17.65	3,272.45
4011-9111	Accrued Interest Receivable	383.19	(383.19)	-
4016-9123	Amount to be Provided 1998 Bond	6,315,000.00	-	6,315,000.00
4017-9123	Amount to be Provided 2003 Bond	17,240,000.00	-	17,240,000.00
4018-9123	Amount to be Provided 2008 Bond	28,705,000.00	-	28,705,000.00
4018-9124	Redemption Fund 2008	3,122,397.97	(1,778,537.32)	1,343,860.65
4018-9127	2008 Bond Reserve Account.	2,570,450.68	(27,419.88)	2,543,030.80
4019-9124	Redemption & Surplus Fund 1998	13.29	(1.97)	11.32
4020-9124	Redemption Fund 2003	6.42	(5.42)	1.00
4021-9125	Bond Interest 2008	0.02	-	0.02
4027-9127	Bond Reserve 1998	468,933.89	10.39	468,944.28
4029-9127	Bond Reserve 2003	1.00	-	1.00
	NET Account: Assets	59,187,384.65	(87,245.01)	59,100,139.64
	TOTAL Fund 80400: Debt Service Fund	59,187,384.65	(87,245.01)	59,100,139.64
?				
	REPORT TOTALS	70,249,789.45	767,818.53	71,017,607.98

The GL Trial Balance is out by: 71,017,607.98

DRAFT 9/7/2012

<u>Borrower</u>	<u>Amount</u>	<u>Int. Rate</u>	<u>Term</u>	<u>Use</u>	<u>Status</u>	<u>Interest Earned</u>
Caceres	\$ 122,226	3%	5.5 Years	MF Rehab	Current	\$ 14,024
Lyons	138,752	3%	5.5 Years	MF Rehab	Current	16,117
Quintero	108,635	3%	6 Years	MF Rehab	Current	12,074
Lee	1,000,000	3%	7 Years	MF Rehab	Current	99,333
Kyriss	160,000	3%	5 Year	SF Construction	Current	10,934
Kyriss	320,000	3%	5 Year	SF Construction	Current	22,510
Bravo	80,900	10%	5 Year	SF Mortgage	Current	2,023
Sugar Pine	400,000	Variable	Const. Financing	SF Construction	Current	18,152
DMP	80,000	Variable	Const. Financing	SF Construction	Current	8,949
Crossings	240,000	3%	Unpaid per terms of Agreement	MF Financing	Unpaid per terms	22,428
DMP	80,000	Variable	Const. Financing	SF Construction	Paid in Full	5,164
DMP	80,000	Variable	Const. Financing	SF Construction	Paid in Full	1,668
DMP	\$ 480,000	Variable	Const. Financing	MF Construction	Paid in Full	\$ 16,498

Madera Redevelopment Agency-Owned Property

	Address	APN	Proposed Use	Projected Sales Price	Estimated Property Tax Generated
	514 North B Street	007-022-002	Riverwalk Subdivision (Still need to acquire two properties to develop as planned)		
	321 East Central	007-022-008	Riverwalk Subdivision		
	315 East Central	007-022-010	Riverwalk Subdivision		
	329 East Central	007-022-006	Riverwalk Subdivision		
	325 East Cenral	007-022-007	Riverwalk Subdivision		
	413 North B Street	007-031-016	Riverwalk Subdivision		
	427 North B Street	007-031-019	Riverwalk Subdivision		
	408/408-1/2 North A Street	007-031-004; 005	Riverwalk Subdivision		
	420 North A Street	007-031-001	Riverwalk Subdivision		
	421 North B Street	007-031-018	Riverwalk Subdivision		
	No. C at Fresno River	007-022-014	Riverwalk Subdivision		
	416 North A Street	007-031-002	Riverwalk Subdivision		
	417 North B Street	007-031-017	Riverwalk Subdivision		
	501 North C Street	007-063-001	Central Avenue Outlot		
	411 North B Street	007-065-003	Central Avenue Outlot		
	301 Percy Street	008-142-042	Sugar Pine Village Subdivision		
	307 Percy Street	008-142-043	Sugar Pine Village Subdivision		
	313 Percy Street	008-142-044	Sugar Pine Village Subdivision		
	319 Percy Street	008-142-045	Sugar Pine Village Subdivision		
	325 Percy Street	008-142-046	Sugar Pine Village Subdivision		
	331 Percy Street	008-142-047	Sugar Pine Village Subdivision		
	337 Percy Street	008-142-048	Sugar Pine Village Subdivision		
	318 Percy Street	008-142-053	Sugar Pine Village Subdivision		
	312 Percy Street	008-142-054	Sugar Pine Village Subdivision		
DRAFT 9/7/2012	1418 Santa Fe Street	008-142-055	Sugar Pine Village Subdivision		
	1414 Santa Fe Street	008-142-056	Sugar Pine Village Subdivision		
	1410 Santa Fe Street	008-142-057	Sugar Pine Village Subdivision		
	1406 Santa Fe Street	008-142-058	Sugar Pine Village Subdivision		
	297 Elm Street	008-142-059	Sugar Pine Village Subdivision		
	275 Elm Street	008-142-060	Sugar Pine Village Subdivision		
	253 Elm Street	008-142-061	Sugar Pine Village Subdivision		

	Address	APN	Proposed Use	Projected Sales Price	Estimated Property Tax Generated
	239 Elm Street	008-142-062	Sugar Pine Village Subdivision		
	221 Elm Street	008-142-063	Sugar Pine Village Subdivision		
	252 Percy Street	008-142-064	Sugar Pine Village Subdivision		
	270 Percy Street	008-142-065	Sugar Pine Village Subdivision		
	294 Percy Street	008-142-066	Sugar Pine Village Subdivision		
	Outlot	008-142-067	Sugar Pine Village Subdivision		
	614 Sycamore/618 East 7th Street	007-203-016	Midtown Village Subdivision		
	624 East 7th Street	007-203-023	Midtown Village Subdivision		
	620 East 7th Street	007-203-022	Midtown Village Subdivision		
	623/625 East 7th Street	007-203-018	Midtown Village Subdivision		
	620 East 6th Street	007-174-010	Midtown Village Subdivision		
	616 East 6th Street	007-174-009	Midtown Village Subdivision		
	Riverside Villas Subdivision - Lots 6-28	005-014-008 thru 030	Housing Subdivision		
	Infill Housing Properties				
	103 Grove Street	012-015-001	Lot too small for development		
	723 South A Street	011-131-015	Infill Housing		
	425 Stinson Avenue	011-213-011	Infill Housing		
	824 South B Street	011-162-005	Infill Housing		
	411 Hull Avenue	011-233-017	Infill Housing		
	340 Stinson avenue	011-233-001	Infill Housing		
	334/338 Stinson Avenue	0121-233-002; 003	Infill Housing		
	217 North A Street	007-092-013	Infill Housing		
	129 Fig Street	008-022-014	Infill Housing		
	1708 North Lake Street	004-170-007	Infill Housing		
	East Yosemite Avenue Properties				
	1401 East Yosemite Avenue	008-143-019			
	1403 East Yosemite Avenue	008-143-020			
	1321 East Yosemite Avenue	007-142-001			
	1407 East Yosemite Avenue	008-143-003			
	1399 East Yosemite Avenue	008-143-018			
	1405 East Yosemite Avenue	008-143-021			
	Portion of E Yosemite Ave. (Btw Fig/Elm)	008-022-021	Purchased 991 sf for Str ROW		
	Portion of 1350 E Yosemite Ave.	008-023-001	Purchased 2,750.74 sf for Str ROW		

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	Address	APN	Proposed Use	Projected Sales Price	Estimated Property Tax Generated
	COMMERCIAL PROPERTIES				
	218 East Yosemite (Ritz)	007-161-006	DT Commercial		
	121/125/129 North C Street	007-112-014/015	DT Parking Lot		
	SW Corner Clinton/Tozer Street	035-150-012; 013	Purchased 197.69 sf for Signal Light		
	NE Corner Clinton/Tozer Street	008-110-007	Purchased 136.96 sf for Signal Light		
	124 South A Street	007-165-006	(Behind RDA office/shared parking lot)		
	320 So D/321 So E/100 E 7th Street	007-184-010; 016/020	Former Madera Tribune		
	109 South B Street	007-165-011	DT Commercial		
	111 South B Street	007-165-010	DT Commercial		
	UPRR Parcels #15, #17, #21, portion of #24	011-011-004, 011-152-009, 011-183-022; 004	DT Commercial		
	MISCELLANEOUS PROPERTIES				
	120 North E Str/5 East Yosemite Ave	007-101-016; 017	Chamber lease to 11/30/11 2 Monkeys lease to 10/1/14		
	428 East Yosemite Avenue	007-165-019	RDA Office		
	Housing Properties - with Promissory Note for Payoff of Loan				
	303 Central Avenue	007-021-001	Const Loan Prom Note-D. Kyriss; Termination Date: 2/14/2039	Amended DDA allows lease of home to 2/14/2014	
	1220 Nebraska	004-111-019	Const Loan Prom Note-D. Kyriss; Termination Date: 2/14/2039	Amended DDA allows lease of home to 2/14/2014	
	1224 Nebraska	004-111-018	Const Loan Prom Note-D. Kyriss; Termination Date: 2/14/2039	Amended DDA allows lease of home to 2/14/2014	
	307 South J Street	010-153-012	Home Loan Prom Note- Joe Bravo; Termination Date: 3/1/2016		
	Pending Payoff of Construction Loans		Property Owner		
	342 Percy Street	008-142-048	Rio Scubi		
	336 Percy Street	008-142-050	Rio Scubi		
	330 Percy Street	008-142-051	Rio Scubi		
	324 Percy Street	008-142-052	Rio Scubi		
	321 South J Street	010-153-008	DMP		
	308 South J Street	010-152-003	MUSD		

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**Madera Redevelopment Agency ned Property
Housing Properties**

	Address	APN	Proposed Use	Projected Sales Price	Estimated Property Tax Generated
	514 North B Street	007-022-002	<u>Riverwalk Subdivision</u> (Still need to acquire two properties to develop as planned)		
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	315 East Central	007-022-010	Riverwalk Subdivision		
	329 East Central	007-022-006	Riverwalk Subdivision		
	325 East Cenral	007-022-007	Riverwalk Subdivision		
	413 North B Street	007-031-016	Riverwalk Subdivision		
	427 North B Street	007-031-019	Riverwalk Subdivision		
	408/408-1/2 North A Street	007-031-004; 005	Riverwalk Subdivision		
	420 North A Street	007-031-001	Riverwalk Subdivision		
	421 North B Street	007-031-018	Riverwalk Subdivision		
	No. C at Fresno River	007-022-014	Riverwalk Subdivision		
	416 North A Street	007-031-002	Riverwalk Subdivision		
	417 North B Street	007-031-017	Riverwalk Subdivision		
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	331 Percy Street	008-142-047	Sugar Pine Village Subdivision		
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	1410 Santa Fe Street	008-142-057	Sugar Pine Village Subdivision		
	1406 Santa Fe Street	008-142-058	Sugar Pine Village Subdivision		
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	624 East 7th Street	007-203-023	Midtown Village Subdivision		
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	623/625 East 7th Street	007-203-018	Midtown Village Subdivision		
	620 East 6th Street	007-174-010	Midtown Village Subdivision		
	616 East 6th Street	007-174-009	Midtown Village Subdivision		
	Riverside Villas Subdivision - Lots 6-28	005-014-008 thru 030	Housing Subdivision (23 lots)		
	Infill Housing Properties				
	103 Grove Street	012-015-001	Lot too small for development		
	723 South A Street	011-131-015	Infill Housing		
	425 Stinson Avenue	011-213-011	Infill Housing		
	824 South B Street	011-162-005	Infill Housing		
	411 Hull Avenue	011-233-017	Infill Housing		
	340 Stinson avenue	011-233-001	Infill Housing		
	334/338 Stinson Avenue	0121-233-002; 003	Infill Housing		
	217 North A Street	007-092-013	Infill Housing		
	129 Fig Street	008-022-014	Infill Housing		
	1708 North Lake Street	004-170-007	Infill Housing		

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Madera Redevelopment Agency-Owned Property

Non-Housing Property

	Address	APN	Proposed Use	Projected Sales Price	Estimated Property Tax Generated
	East Yosemite Avenue Properties				
	1401 East Yosemite Avenue	008-143-019			
	1403 East Yosemite Avenue	008-143-020			
	1321 East Yosemite Avenue	007-142-001			
	1407 East Yosemite Avenue	008-143-003			
	1399 East Yosemite Avenue	008-143-018			
	1405 East Yosemite Avenue	008-143-021			
	Portion of E Yosemite Ave. (Btw Fig/Elm)	008-022-021	Purchased 991 sf for Str ROW		
	Portion of 1350 E Yosemite Ave.	008-023-001	Purchased 2,750.74 sf for Str ROW		
	Commercial Properties				
	218 East Yosemite (Ritz)	007-161-006	DT Commercial		
	121/125/129 North C Street	007-112-014/015	DT Parking Lot		
	124 South A Street	007-165-006	(Behind RDA office/shared parking lot)		
	320 So D/321 So E/100 E 7th Street	007-184-010; 016/020	Former Madera Tribune		
	109 South B Street	007-165-011	DT Commercial		
	111 South B Street	007-165-010	DT Commercial		
	UPRR Parcels #15, #17, #21, portion of #24	011-011-004, 011-152-009, 011-183-022; 004	DT Commercial		
	SW Corner Clinton/Tozer Street	035-150-012; 013	Purchased 197.69 sf for Signal Light		
	NE Corner Clinton/Tozer Street	008-110-007	Purchased 136.96 sf for Signal Light		
	Miscellaneous Properties				
DRAFT 9/7/2012	120 North E Str/5 East Yosemite Ave	007-101-016; 017	Leased to Madera Chamber of Commerce (120 No E Str) Leased to Two 2 Monkeys (5 E Yosemite)		
	428 East Yosemite Avenue	007-165-019	RDA Office		

Appendix 4B

Detailed List of Assets as of June 30, 2011

MADERA REDEVELOPMENT AGENCY								
FIXED ASSET LISTING BY CLASS								
ENDING JUNE 30, 2011								
Asset No.	Description	Class	Life	Pur- amt.	Pur-date	Accume Depr 6/30/2010	Curr yr depr FY-10/11	Total deprec 6/30/2011
0250-001	124 South C Street -Corner	1	99	12,745.00	05/21/01	0.00	0.00	0.00
0260-001	123 South C Street- Corner	1	99	2,041.00	06/14/01	0.00	0.00	0.00
0810-001	100, 108, 110 S. A St Land for new RDA/Code Enf bld	1	99	98,940.00	12/17/08	0.00	0.00	0.00
0810-001	114 S. A St Land for new RDA/Code Enf bldg	1	99	275,840.00	12/17/08	0.00	0.00	0.00
	1 Total			389,566.00		0.00	0.00	0.00
0170-001	5 E. Yosemite Property	2	20	75,656.25	05/31/93	68,090.63	3,782.81	71,873.45
0240-001	Depot Building	2	20	622,208.54	06/30/02	279,993.84	31,110.43	311,104.26
0270-001	T-1 Line at 5 E Yosemite	2	20	2,382.96	10/09/02	0.00	0.00	0.00
0310-001	Air Condition Unit replacement	2	10	2,260.00	09/30/03	1,582.00	226.00	1,808.00
0820-001	100, 108, 110 South A Street [to be new RDA Bldg par	2	25	301,060.00	12/17/08	0.00	12,042.40	12,042.40
0820-001	114 South A Street [to be renovated to new RDA Bldg]	2	25	374,160.00	12/17/08	0.00	14,966.40	14,966.40
0820-002	New Building Site studies	2	25	7,080.00	02/18/09	0.00	283.20	283.20
0820-003	Architect Services new office building	2	25	5,510.00	03/25/09	0.00	220.40	220.40
0820-004	Design Services new office building	2	25	2,040.00	04/22/09	0.00	81.60	81.60
0820-005	Design Services & courier services for new office build	2	25	2,488.75	05/14/09	0.00	99.55	99.55
0820-006	Professional Services new office building	2	25	300.00	06/09/09	0.00	12.00	12.00
0820-007	Professional Services new office building	2	25	1,300.00	07/08/09	0.00	52.00	52.00
0820-008	Architectural, Design & Engineering Svcs	2	25	83,973.24	07/08/09	0.00	3,358.93	3,358.93
0820-009	Remodal of building	2	25	164,897.00	07/08/09	0.00	6,595.88	6,595.88
0820-010	Utilities for new building	2	25	110,028.20	07/08/09	0.00	4,401.13	4,401.13
0820-011	Copy/Plotting/Printing Svcs	2	25	6,729.29	07/08/09	0.00	269.17	269.17
0820-012	Asbestos testing/plan check and other fees	2	25	6,005.32	07/08/09	0.00	240.21	240.21
0830-001	MARK WILSON CONSTR. - NEW RDA BLDG PROJ	2	25	1,366,434.58	8/12/2010	0.00	54,657.38	54,657.38
0830-001	RETENTION PMTS MARK WILSON CONSTRUCTION	2	25	151,826.07	8/12/2010	0.00	6,073.04	6,073.04
0830-002	Recrd CIP FY 10-11	2	25	6,474.83	9/30/2010	0.00	258.99	258.99
0830-003	Change order # 5 10/26/10 PO 547	2	25	6,727.37	11/5/2010	0.00	269.09	269.09
0830-003	Change Order #3 per MRA #1288 PO 547	2	25	10,475.47	8/12/2010	0.00	419.02	419.02
0830-003	Change Order #4 PO 547	2	25	1,460.00	8/12/2010	0.00	58.40	58.40
0830-004	DESIGN & INSTALLATION OF LOGO AT NEW RDA	2	25	4,380.35	1/13/2011	0.00	175.21	175.21
0830-004	DOOR DECALS @428 E YOSEMITE	2	25	152.25	12/22/2010	0.00	6.09	6.09
0830-004	WELDING SVS RDA BUILDING	2	25	225.00	9/17/2010	0.00	9.00	9.00
0830-004	PROF ENG SVS NEW RDA BUILDING	2	25	333.00	9/17/2010	0.00	13.32	13.32
0830-004	PROF ENG SVS NEW RDA BUILDING	2	25	343.00	9/17/2010	0.00	13.72	13.72
0830-004	PROF ENG SVS RDA BLDG	2	25	540.00	10/7/2010	0.00	21.60	21.60
0830-004	PROF SVS RDA BLDG	2	25	8,913.75	10/22/2010	0.00	356.55	356.55
0830-004	PROF SVS RDA BLDG	2	25	2,940.00	10/7/2010	0.00	117.60	117.60
0830-005	LAB SVS RDA OFFICE BLDG	2	25	3,796.00	8/5/2010	0.00	151.84	151.84
0830-005	PLUMBING SVS	2	25	399.25	3/11/2011	0.00	15.97	15.97
0830-005	Reclass RDA (new) office bldg exps	2	25	2,555.00	7/28/2010	0.00	102.20	102.20
0830-005	RELOCATION OF GAS METER-NEW RDA OFFICE	2	25	1,000.00	8/12/2010	0.00	40.00	40.00

MADERA REDEVELOPMENT AGENCY								
FIXED ASSET LISTING BY CLASS								
ENDING JUNE 30, 2011								
Asset No.	Description	Class	Life	Pur- amt.	Pur-date	Accume Depr 6/30/2010	Curr yr depr FY-10/11	Total deprec 6/30/2011
0830-005	STORM WATER FEES 428 E YOSEMITE	2	25	317.00	2/4/2011	0.00	12.68	12.68
0830-005	UTILITY PROJECT MANAGEMENT SERVICES AT Y	2	25	1,950.00	1/13/2011	0.00	78.00	78.00
0830-005	WINDOW INSULATION SVS	2	25	358.10	6/30/2011	0.00	14.32	14.32
	2 Total			3,339,680.57		349,666.47	140,606.15	490,272.62
0010-001	Transcriber Advocate Mod. V	3	10	1,273.46	01/12/97	1,273.46	0.00	1,273.46
0020-001	Conference room chairs (8)	3	10	823.21	05/17/93	987.85	0.00	987.85
0030-001	Book Case	3	10	110.98	01/04/93	133.18	0.00	133.18
0040-001	Credenza	3	10	339.41	05/17/93	407.29	0.00	407.29
0050-001	1065 Anderson Chair	3	10	234.90	01/04/93	281.88	0.00	281.88
0060-001	Typewriter	3	10	457.94	01/04/93	549.53	0.00	549.53
0070-001	Computer Desk	3	10	226.27	01/04/93	271.52	0.00	271.52
0080-001	HP lasser Jet	3	10	2,283.22	09/07/93	2,739.86	0.00	2,739.86
0090-001	Chair Mat	3	10	80.81	01/04/93	96.97	0.00	96.97
0120-001	Fax Cannon L5000	3	10	2,366.19	06/30/96	2,366.19	0.00	2,366.19
0180-001	Four Drawer Legal Cabinete	3	10	1,468.26	10/12/01	1,468.26	146.82	1,615.07
0190-001	Four Drawer Legal Cabinete	3	10	1,468.26	10/12/01	1,468.26	146.82	1,615.07
0200-001	Four Drawer Legal Cabinete	3	10	1,468.25	10/12/01	1,468.25	146.81	1,615.05
0210-001	Four Drawer Legal Cabinete	3	10	1,676.72	06/30/02	1,539.75	167.67	1,707.42
0220-001	Four Drawer Legal Cabinete	3	10	1,676.72	06/30/02	1,539.75	167.67	1,707.42
0230-001	Four Drawer Legal Cabinete	3	10	1,676.74	06/30/02	1,539.76	167.67	1,707.44
0280-001	Builed Desk	3	10	2,253.01	10/24/03	1,802.41	225.30	2,027.71
0300-001	SBC Telephone set	3	10	1,110.13	12/11/02	888.10	111.01	999.12
0320-001	Reception Area desk net of items surplused FY 10-11	3	10	6,096.27	02/15/04	5,581.94	(517.11)	5,064.83
0360-001	Telephone Equipment	3	10	182.27	01/03/05	109.37	18.23	127.59
0390-001	Assistance Desk	3	10	842.77	01/26/05	505.67	84.28	589.94
0400-001	Program Manager Desk	3	10	3,346.34	12/28/05	2,007.79	334.63	2,342.43
0420-001	Office Desk	3	10	981.87	03/31/05	589.13	98.19	687.31
0440-001		3	10	1,930.49	05/01/06	965.25	193.05	1,158.30
0450-001		3	10	4,440.00	07/18/05	2,220.00	444.00	2,664.00
0790-001	12,000 BTU A/C Unit for Computer Room	3	10	1,810.00	06/21/07	724.00	181.00	905.00
0830-006	APPLIANCES FOR NEW RDA BLDG	3	10	911.25	12/10/2010	0.00	91.13	91.13
0830-006	CONTRACTED SERVICES FOR THE INSTALLATION	3	10	66,142.15	9/23/2010	0.00	6,614.22	6,614.22
0830-006	PURCHASE OF NEW OFFICE FURNISHINGS FOR	3	10	59,125.80	7/22/2010	0.00	5,912.58	5,912.58
0830-007	INSTALLATION OF NEW OFFICE FURNISHINGS F	3	10	7,053.50	7/22/2010	0.00	705.35	705.35
0830-007	SALES TAX ON NEW OFFICE FURNISHINGS FOR	3	10	5,790.70	7/22/2010	0.00	579.07	579.07
0830-007	OFFICE FURNITURE	3	10	61.99	12/10/2010	0.00	6.20	6.20
0830-007	PURCHASE OF NEW OFFICE FURNISHINGS FOR THE NEW RDA/CODE ENFORCEMENT OFFICES AT 428 E YOSEMITE AVE	3	10	59,126.10	12/10/2010	0.00	5,912.61	5,912.61

MADERA REDEVELOPMENT AGENCY								
FIXED ASSET LISTING BY CLASS								
ENDING JUNE 30, 2011								
Asset No.	Description	Class	Life	Pur- amt.	Pur-date	Accume Depr 6/30/2010	Curr yr depr FY-10/11	Total deprec 6/30/2011
0830-007	INSTALLATION OF NEW OFFICE FURNISHINGS FOR NEW RDA/CODE ENFORCEMENT OFFICES AT 428 E YOSEMITE AVE	3	10	7,053.50	12/10/2010	0.00	705.35	705.35
0830-007	SALES TAX ON NEW OFFICE FURNISHINGS FOR	3	10	5,790.70	12/10/2010	0.00	579.07	579.07
0830-007	OFFICE FURNITURE	3	10	135.94	12/10/2010	0.00	13.59	13.59
0830-007	FURNITURE INTALLATION COSTS NEW RDA BLDG	3	10	244.69	12/22/2010	0.00	24.47	24.47
0830-008	PURCHASE AND INSTALLATION OF SPACESAVER	3	10	20,395.00	7/22/2010	0.00	2,039.50	2,039.50
	3 Total			272,455.81		33,525.41	25,299.16	58,824.57
0820-001	100, 108, 110 South A Street [to be new RDA Bldg par	4	0	301,060.00	12/17/08	0.00	0.00	0.00
0820-001	114 South A Street [to be renovated to new RDA Bldg]	4	0	374,160.00	12/17/08	0.00	0.00	0.00
0820-002	New Building Site studies	4	0	7,080.00	02/18/09	0.00	0.00	0.00
0820-003	Architect Services new office building	4	0	5,510.00	03/25/09	0.00	0.00	0.00
0820-004	Design Services new office building	4	0	2,040.00	04/22/09	0.00	0.00	0.00
0820-005	Design Services & courier services for new office build	4	0	2,488.75	05/14/09	0.00	0.00	0.00
0820-006	Professional Services new office building	4	0	300.00	06/09/09	0.00	0.00	0.00
0820-007	Professional Services new office building	4	0	1,300.00	07/08/09	0.00	0.00	0.00
0820-008	Architectural, Design & Engineering Svcs	4	0	83,973.24	07/08/09	0.00	0.00	0.00
0820-009	Remodal of building	4	0	164,897.00	07/08/09	0.00	0.00	0.00
0820-010	Utilities for new building	4	0	110,028.20	07/08/09	0.00	0.00	0.00
0820-011	Copy/Plotting/Printing Svcs	4	0	6,729.29	07/08/09	0.00	0.00	0.00
0820-012	Asbestos testing/plan check and other fees	4	0	6,005.32	07/08/09	0.00	0.00	0.00
	Transfer CIP to Building and Structures in FY 2010-2011			(371,633.05)	06/30/11			
	Transfer CIP to Building and Structures in FY 2010-2011			(693,938.75)	06/30/11			
	4 Total			0.00		0.00	0.00	0.00
0100-001	Pent Computer	6	5	3,354.25	06/12/96	3,354.25	0.00	3,354.25
0110-001	Pent Computer	6	5	2,316.63	06/12/93	2,316.63	0.00	2,316.63
0130-001	HP Pent II Computer	6	5	1,185.25	06/30/99	1,422.30	0.00	1,422.30
0140-001	Hewelt Brio P II Computer	6	5	1,185.25	06/30/99	1,422.30	0.00	1,422.30
0150-001	KDS 15" Monitor	6	5	172.35	06/10/99	206.82	0.00	206.82
0160-001	Computer program	6	5	204.51	06/21/99	245.41	0.00	245.41
0290-001	Computer Tower Gatey (2)	6	5	0.00	11/14/02	0.00	0.00	0.00
0290-002	Monitor EV700 17" (2)	6	5	0.00	11/14/02	0.00	0.00	0.00
0290-003	Keyboard-104 (2)	6	5	0.00	11/14/02	0.00	0.00	0.00
0290-004	Speakers:GC300 (4)	6	5	2,896.34	11/14/02	2,896.34	0.00	2,896.34
0330-001	Laptop Dell Computer	6	5	2,019.81	03/14/04	2,019.81	0.00	2,019.81
0340-001	Desktop Dell Computer	6	5	1,573.38	03/15/04	1,573.38	0.00	1,573.38
0350-001	Server Proliant ML 350g hot plug	6	5	2,204.56	01/18/05	2,204.56	0.00	2,204.56
0370-001	Dell computer optiples GX280	6	5	1,135.63	01/17/05	1,135.63	0.00	1,135.63

MADERA REDEVELOPMENT AGENCY								
FIXED ASSET LISTING BY CLASS								
ENDING JUNE 30, 2011								
Asset No.	Description	Class	Life	Pur- amt.	Pur-date	Accume Depr 6/30/2010	Curr yr depr FY-10/11	Total deprec 6/30/2011
0380-001	Dell computer optiplex GX280	6	5	1,135.63	01/17/05	1,135.63	0.00	1,135.63
0410-001	Security alarm system	6	5	1,175.00	01/13/05	1,175.00	0.00	1,175.00
0410-002	Security alarm system monitor	6	5	92.88	01/13/05	92.88	0.00	92.88
0430-001	HP 64 Bit/133 MHZ dual	6	5	377.13	04/13/05	377.13	0.00	377.13
0430-002	Veritas Backup Exec for Wind	6	3	522.59	04/13/05	522.59	0.00	522.59
0460-001	HP Compaq DC5700 & Equip Serial # 2UA722171R	6	5	1,216.50	06/04/07	973.20	243.30	1,216.50
0470-001	HP Compaq DC5700 & Equip Serial # 2UA722171S	6	5	1,216.50	06/04/07	973.20	243.30	1,216.50
0480-001	HP Compaq DC5700 & Equip Serial # 2UA722171T	6	5	1,216.50	06/04/07	973.20	243.30	1,216.50
0490-001	HP Compaq DC5700 & Equip Serial # 2UA722171V	6	5	1,216.50	06/04/07	973.20	243.30	1,216.50
0500-001	HP Compaq DC5700 & Equip Serial # 2UA722171W	6	5	1,216.50	06/04/07	973.20	243.30	1,216.50
0510-001	HP Compaq DC5700 & Equip Serial # 2UA722171X	6	5	1,216.50	06/04/07	973.20	243.30	1,216.50
0520-001	HP Compaq DC5700 & Equip Serial # 2UA722171Y	6	5	1,216.50	06/04/07	973.20	243.30	1,216.50
0530-001	HP Compaq DC5700 & Equip Serial # 2UA722171Z	6	5	1,216.50	06/04/07	973.20	243.30	1,216.50
0540-001	HP Compaq DC5700 & Equip Serial # 2UA7221720	6	5	1,216.49	06/04/07	973.20	243.30	1,216.50
0550-001	HP Compaq DC5700 & Equip Serial # 2UA7221721	6	5	1,216.49	06/04/07	973.20	243.30	1,216.50
0560-001	HP Compaq DC5700 & Equip Serial # 2UA7221722	6	5	1,216.49	06/04/07	973.20	243.30	1,216.50
0570-001	HP LP2065 2T TFT Monitor Serial # CNG7210310	6	5	459.47	06/18/07	367.57	91.89	459.47
0580-001	HP XW4400 Workstation (2)	6	5	5,169.84	06/01/07	4,135.88	1,033.97	5,169.85
0590-001	HP Promo L1906 LCD Monitor Serial # CNC716NPD2	6	5	225.20	06/01/07	180.16	45.04	225.20
0600-001	HP Promo L1906 LCD Monitor Serial # CNC716NPTQ	6	5	225.20	06/01/07	180.16	45.04	225.20
0610-001	HP Promo L1906 LCD Monitor Serial # CNC716NQ1X	6	5	225.20	06/01/07	180.16	45.04	225.20
0620-001	HP Promo L1906 LCD Monitor Serial # CNC716NPCP	6	5	225.20	06/01/07	180.16	45.04	225.20
0630-001	HP Promo L1906 LCD Monitor Serial # CNC715QYPS	6	5	225.20	06/01/07	180.16	45.04	225.20
0640-001	HP Promo L1906 LCD Monitor Serial # CNC715QXLK	6	5	225.20	06/01/07	180.16	45.04	225.20
0650-001	HP Promo L1906 LCD Monitor Serial # CNC716NPPK	6	5	225.20	06/01/07	180.16	45.04	225.20
0660-001	HP Promo L1906 LCD Monitor Serial # CNC716NPCC	6	5	225.20	06/01/07	180.16	45.04	225.20
0670-001	HP Promo L1906 LCD Monitor Serial # CNC716NPBK	6	5	225.20	06/01/07	180.16	45.04	225.20
0680-001	HP Promo L1906 LCD Monitor Serial # CNC716NQXN	6	5	225.19	06/01/07	180.16	45.04	225.20
0690-001	HP Promo L1906 LCD Monitor Serial # CNC716QXGS	6	5	225.19	06/01/07	180.16	45.04	225.20
0700-001	HP Promo LP2465 24" TFT Monitor Serial # CNK7150	6	5	753.17	06/01/07	602.53	150.63	753.17
0700-002	CA Recycling Fee	6	5	96.00	06/01/07	76.80	19.20	96.00
0710-001	HP Proliant DL360 G5 Servers (3) & Equipment	6	5	26,904.55	06/21/07	21,523.64	5,380.91	26,904.55
0780-001	Computer accessories for Assets 0490-001 thru 0540-	6	5	428.78	05/25/07	343.03	85.76	428.78
0800-001	HP Workstation xw6200 - Xeon 3.23 GHz	6	5	2,102.36	11/01/06	1,681.88	420.48	2,102.36
0800-002	HP LP2465 - flat panel display - TFT - 24" [Monitor]	6	5	1,025.97	11/01/06	820.77	205.19	1,025.97
		6 Total		74,349.98		64,339.72	10,559.77	74,899.49
0720-001	Microsoft Office Project Standard 2007 (4 complete pk	7	5	2,309.43	05/25/07	1,847.55	461.89	2,309.43
0730-001	Adobe PageMaker 7.0 for Windows (2 complete pkgs)	7	5	1,064.50	05/25/07	851.60	212.90	1,064.50
0740-001	Adobe PhotoShop CS2 (complete pkg)	7	5	1,308.49	05/25/07	1,046.80	261.69	1,308.49
0750-001	Microsoft Streets & Trips 2007 w/GPS locator (5 comp	7	5	570.21	05/25/07	456.16	114.04	570.20

MADERA REDEVELOPMENT AGENCY								
FIXED ASSET LISTING BY CLASS								
ENDING JUNE 30, 2011								
Asset No.	Description	Class	Life	Pur- amt.	Pur-date	Accume Depr 6/30/2010	Curr yr depr FY-10/11	Total deprec 6/30/2011
0760-001	AutoCAD LT 2007 (complete pkg)	7	5	869.74	05/25/07	695.80	173.95	869.75
0770-001	HP Extended Runtime Module - battery enclosure	7	5	1,149.59	05/25/07	919.68	229.92	1,149.60
	7 Total			7,271.96		5,817.58	1,454.38	7,271.96
	Grand Total			4,083,324.32		453,349.18	177,919.46	631,268.65

D 07/2012

Appendix 4C

Detailed List of Assets as of June 30, 2010

**MADERA REDEVELOPMENT AGENCY
FIXED ASSET LISTING BY CLASS
ENDING JUNE 30, 2010**

Asset No.	Description	Class	Life	Pur- amt.	Pur-date	Accume Depr	Curr yr depr	Total deprec
						6/30/2009	FY-08/09	6/30/2010
		Class Total		0.00		6/30/2009	0.00	6/30/2010
0250-001	124 South C Street -Corner	1	99	12,745.00	05/21/01	0.00	0.00	0.00
0260-001	123 South C Street- Corner	1	99	2,041.00	06/14/01	0.00	0.00	0.00
0810-001	100, 108, 110 S. A St Land for new RDA/Code Enf bldg	1	99	98,940.00	12/17/08	0.00	0.00	0.00
0810-001	114 S. A St Land for new RDA/Code Enf bldg	1	99	275,840.00	12/17/08	0.00	0.00	0.00
	Total Land and Improvements	1 Total		389,566.00		0.00	0.00	0.00
0170-001	5 E. Yosemite Property	2	20	75,656.25	05/31/93	64,307.82	3,782.81	68,090.63
0240-001	Depot Building	2	20	622,208.54	06/30/02	248,883.41	31,110.43	279,993.84
0270-001	T-1 Line at 5 E Yosemite	2	20	2,382.96	10/09/02	0.00	0.00	0.00
0310-001	Air Condition Unit replacement	2	10	2,260.00	09/30/03	1,356.00	226.00	1,582.00
	Total Building and Structures	2 Total		702,507.75		314,547.23	35,119.24	349,666.47
0010-001	Transcriber Advocate Mod. V	3	10	1,273.46	01/12/97	1,273.46	0.00	1,273.46
0020-001	Conference room chairs (8)	3	10	823.21	05/17/93	987.85	0.00	987.85
0030-001	Book Case	3	10	110.98	01/04/93	133.18	0.00	133.18
0040-001	Credenza	3	10	339.41	05/17/93	407.29	0.00	407.29
0050-001	1065 Anderson Chair	3	10	234.90	01/04/93	281.88	0.00	281.88
0060-001	Typewriter	3	10	457.94	01/04/93	549.53	0.00	549.53
0070-001	Computer Desk	3	10	226.27	01/04/93	271.52	0.00	271.52
0080-001	HP lasser Jet	3	10	2,283.22	09/07/93	2,739.86	0.00	2,739.86
0090-001	Chair Mat	3	10	80.81	01/04/93	96.97	0.00	96.97
0120-001	Fax Cannon L5000	3	10	2,366.19	06/30/96	2,366.19	0.00	2,366.19
0180-001	Four Drawer Legal Cabinete	3	10	1,468.26	10/12/01	1,321.44	146.82	1,468.26
0190-001	Four Drawer Legal Cabinete	3	10	1,468.26	10/12/01	1,321.44	146.82	1,468.26
0200-001	Four Drawer Legal Cabinete	3	10	1,468.25	10/12/01	1,321.44	146.81	1,468.25
0210-001	Four Drawer Legal Cabinete	3	10	1,676.72	06/30/02	1,372.08	167.67	1,539.75
0220-001	Four Drawer Legal Cabinete	3	10	1,676.72	06/30/02	1,372.08	167.67	1,539.75
0230-001	Four Drawer Legal Cabinete	3	10	1,676.74	06/30/02	1,372.09	167.67	1,539.76
0280-001	Builded Desk	3	10	2,253.01	10/24/03	1,577.11	225.30	1,802.41
0300-001	SBC Telephone set	3	10	1,110.13	12/11/02	777.09	111.01	888.10
0320-001	Reception Area desk	3	10	7,974.19	02/15/04	4,784.52	797.42	5,581.94
0360-001	Telephone Equipment	3	10	182.27	01/03/05	91.14	18.23	109.37
0390-001	Assistance Desk	3	10	842.77	01/26/05	421.39	84.28	505.67
0400-001	Program Manager Desk	3	10	3,346.34	12/28/05	1,673.16	334.63	2,007.79
0420-001	Office Desk	3	10	981.87	03/31/05	490.94	98.19	589.13
0440-001		3	10	1,930.49	05/01/06	772.20	193.05	965.25
0450-001		3	10	4,440.00	38,551.00	1,776.00	444.00	2,220.00
0790-001	12,000 BTU A/C Unit for Computer Room	3	10	1,810.00	06/21/07	543.00	181.00	724.00
	Total Machinery, Equipment, and Furniture	3 Total		42,502.41		30,094.84	3,430.56	33,525.41
0820-001	100, 108, 110 South A Street [to be new RDA Bldg parking lots]	4	0	301,060.00	12/17/08	0.00	0.00	0.00

DRAFT 9/7/2012

**MADERA REDEVELOPMENT AGENCY
FIXED ASSET LISTING BY CLASS
ENDING JUNE 30, 2010**

Asset No.	Description	Class	Life	Pur- amt.	Pur-date	Accume Depr	Curr yr depr	Total deprec
						6/30/2009	FY-08/09	6/30/2010
		Class Total		0.00		6/30/2009	0.00	6/30/2010
0820-001	114 South A Street [to be renovated to new RDA Bldg]	4	0	374,160.00	12/17/08	0.00	0.00	0.00
0820-002	New Building Site studies	4	0	7,080.00	02/18/09	0.00	0.00	0.00
0820-003	Architect Services new office building	4	0	5,510.00	03/25/09	0.00	0.00	0.00
0820-004	Design Services new office building	4	0	2,040.00	04/22/09	0.00	0.00	0.00
0820-005	Design Services & courier services for new office building	4	0	2,488.75	05/14/09	0.00	0.00	0.00
0820-006	Professional Services new office building	4	0	300.00	06/09/09	0.00	0.00	0.00
0820-007	Professional Services new office building	4	0	1,300.00	06/09/09	0.00	0.00	0.00
0820-008	Architectural, Design & Engineering Svcs	4	0	83,973.24	07/08/09	0.00	0.00	0.00
0820-009	Remodal of building	4	0	164,897.00	07/08/09	0.00	0.00	0.00
0820-010	Utilities for new building	4	0	110,028.20	07/08/09	0.00	0.00	0.00
0820-011	Copy/Plotting/Printing Svcs	4	0	6,729.29	07/08/09	0.00	0.00	0.00
0820-012	Asbestos testing/plan check and other fees	4	0	6,005.32	07/08/09	0.00	0.00	0.00
0820-013		4	0		07/08/09	0.00	0.00	0.00
0820-014		4	0		07/08/09	0.00	0.00	0.00
	Total Construction in Progress	4 Total		1,065,571.80		0.00	0.00	0.00
0100-001	Pent Computer	6	5	3,354.25	06/12/96	3,354.25	0.00	3,354.25
0110-001	Pent Computer	6	5	2,316.63	06/12/93	2,316.63	0.00	2,316.63
0130-001	HP Pent II Computer	6	5	1,185.25	06/30/99	1,422.30	0.00	1,422.30
0140-001	Hewelt Brio P II Computer	6	5	1,185.25	06/30/99	1,422.30	0.00	1,422.30
0150-001	KDS 15" Monitor	6	5	172.35	06/10/99	206.82	0.00	206.82
0160-001	Computer program	6	5	204.51	06/21/99	245.41	0.00	245.41
0290-001	Computer Tower Gatey (2)	6	5	0.00	11/14/02	0.00	0.00	0.00
0290-002	Monitor EV700 17" (2)	6	5	0.00	11/14/02	0.00	0.00	0.00
0290-003	Keyboard-104 (2)	6	5	0.00	11/14/02	0.00	0.00	0.00
0290-004	Speakers:GC300 (4)	6	5	2,896.34	11/14/02	2,896.34	0.00	2,896.34
0330-001	Laptop Dell Computer	6	5	2,019.81	03/14/04	2,019.81	0.00	2,019.81
0340-001	Desktop Dell Computer	6	5	1,573.38	03/15/04	1,573.38	0.00	1,573.38
0350-001	Server Proliant ML 350g hot plug	6	5	2,204.56	01/18/05	2,204.56	0.00	2,204.56
0370-001	Dell computer optiplex GX280	6	5	1,135.63	01/17/05	1,135.63	0.00	1,135.63
0380-001	Dell computer optiplex GX280	6	5	1,135.63	01/17/05	1,135.63	0.00	1,135.63
0410-001	Security alarm system	6	5	1,175.00	01/13/05	1,175.00	0.00	1,175.00
0410-002	Security alarm system monitor	6	5	92.88	01/13/05	92.88	0.00	92.88
0430-002	Veritas Backup Exec for Wind	6	3	522.59	04/13/05	522.59	0.00	522.59
0430-001	HP 64 Bit/133 MHZ dual	6	5	377.13	04/13/05	377.13	0.00	377.13
0460-001	HP Compaq DC5700 & Equip Serial # 2UA722171R	6	5	1,216.50	06/04/07	729.90	243.30	973.20
0470-001	HP Compaq DC5700 & Equip Serial # 2UA722171S	6	5	1,216.50	06/04/07	729.90	243.30	973.20
0480-001	HP Compaq DC5700 & Equip Serial # 2UA722171T	6	5	1,216.50	06/04/07	729.90	243.30	973.20
0490-001	HP Compaq DC5700 & Equip Serial # 2UA722171V	6	5	1,216.50	06/04/07	729.90	243.30	973.20

DRAFT 9/7/2012

**MADERA REDEVELOPMENT AGENCY
FIXED ASSET LISTING BY CLASS
ENDING JUNE 30, 2010**

DRAFT 9/7/2012

Asset No.	Description	Class	Life	Pur- amt.	Pur-date	Accume Depr	Curr yr depr	Total deprec
						6/30/2009	FY-08/09	6/30/2010
		Class Total		0.00		6/30/2009	0.00	6/30/2010
0500-001	HP Compaq DC5700 & Equip Serial # 2UA722171W	6	5	1,216.50	06/04/07	729.90	243.30	973.20
0510-001	HP Compaq DC5700 & Equip Serial # 2UA722171X	6	5	1,216.50	06/04/07	729.90	243.30	973.20
0520-001	HP Compaq DC5700 & Equip Serial # 2UA722171Y	6	5	1,216.50	06/04/07	729.90	243.30	973.20
0530-001	HP Compaq DC5700 & Equip Serial # 2UA722171Z	6	5	1,216.50	06/04/07	729.90	243.30	973.20
0540-001	HP Compaq DC5700 & Equip Serial # 2UA7221720	6	5	1,216.49	06/04/07	729.90	243.30	973.20
0550-001	HP Compaq DC5700 & Equip Serial # 2UA7221721	6	5	1,216.49	06/04/07	729.90	243.30	973.20
0560-001	HP Compaq DC5700 & Equip Serial # 2UA7221722	6	5	1,216.49	06/04/07	729.90	243.30	973.20
0570-001	HP LP2065 2T TFT Monitor Serial # CNG7210310	6	5	459.47	06/18/07	275.68	91.89	367.57
0580-001	HP XW4400 Workstation (2)	6	5	5,169.84	06/01/07	3,101.91	1,033.97	4,135.88
0590-001	HP Promo L1906 LCD Monitor Serial # CNC716NPD2	6	5	225.20	06/01/07	135.12	45.04	180.16
0600-001	HP Promo L1906 LCD Monitor Serial # CNC716NPTQ	6	5	225.20	06/01/07	135.12	45.04	180.16
0610-001	HP Promo L1906 LCD Monitor Serial # CNC716NQ1X	6	5	225.20	06/01/07	135.12	45.04	180.16
0620-001	HP Promo L1906 LCD Monitor Serial # CNC716NPCP	6	5	225.20	06/01/07	135.12	45.04	180.16
0630-001	HP Promo L1906 LCD Monitor Serial # CNC715QYPS	6	5	225.20	06/01/07	135.12	45.04	180.16
0640-001	HP Promo L1906 LCD Monitor Serial # CNC715QXLK	6	5	225.20	06/01/07	135.12	45.04	180.16
0650-001	HP Promo L1906 LCD Monitor Serial # CNC716NPPK	6	5	225.20	06/01/07	135.12	45.04	180.16
0660-001	HP Promo L1906 LCD Monitor Serial # CNC716NPCO	6	5	225.20	06/01/07	135.12	45.04	180.16
0670-001	HP Promo L1906 LCD Monitor Serial # CNC716NPBK	6	5	225.20	06/01/07	135.12	45.04	180.16
0680-001	HP Promo L1906 LCD Monitor Serial # CNC716NQXN	6	5	225.19	06/01/07	135.12	45.04	180.16
0690-001	HP Promo L1906 LCD Monitor Serial # CNC716QXGS	6	5	225.19	06/01/07	135.12	45.04	180.16
0700-001	HP Promo LP2465 24" TFT Monitor Serial # CNK7150YVW	6	5	753.17	06/01/07	451.90	150.63	602.53
0700-002	CA Recycling Fee	6	5	96.00	06/01/07	57.60	19.20	76.80
0710-001	HP Proliant DL360 G5 Servers (3) & Equipment	6	5	26,904.55	06/21/07	16,142.73	5,380.91	21,523.64
0780-001	Computer accessories for Assets 0490-001 thru 0540-001	6	5	428.78	05/25/07	257.27	85.76	343.03
0800-001	HP Workstation xw6200 - Xeon 3.23 GHz	6	5	2,102.36	11/01/06	1,261.41	420.47	1,681.88
0800-002	HP LP2465 - flat panel display - TFT - 24" [Monitor]	6	5	1,025.97	11/01/06	615.58	205.19	820.77
Total Computer Hardware		6 Total		74,349.98		53,779.95	10,559.76	64,339.72
0720-001	Microsoft Office Project Standard 2007 (4 complete pkgs)	7	5	2,309.43	05/25/07	1,385.66	461.89	1,847.55
0730-001	Adobe PageMaker 7.0 for Windows (2 complete pkgs)	7	5	1,064.50	05/25/07	638.70	212.90	851.60
0740-001	Adobe PhotoShop CS2 (complete pkg)	7	5	1,308.49	05/25/07	785.10	261.70	1,046.80
0750-001	Microsoft Streets & Trips 2007 w/GPS locator (5 complete pkgs)	7	5	570.21	05/25/07	342.12	114.04	456.16
0760-001	AutoCAD LT 2007 (complete pkg)	7	5	869.74	05/25/07	521.85	173.95	695.80
0770-001	HP Extended Runtime Module - battery enclosure	7	5	1,149.59	05/25/07	689.76	229.92	919.68
Total Software		7 Total		7,271.96		4,363.18	1,454.39	5,817.58
Grand Total				2,281,769.90		402,785.20	50,563.95	453,349.18

Appendix 5

Review of Draft ROPS Payments
January 1, 2012 through June 30, 2012

**COUNTY OF MADERA
AGREED-UPON PROCEDURES TO THE
CITY OF MADERA REDEVELOPMENT
AND SUCCESSOR AGENCY**

Appendix 5 - Review of Draft ROPS payments January 1, 2012 through June 30, 2012 (Page 1 of 5)

# on draft ROPS	Project Name / Debt Obligation	Total Outstanding Debt or Obligation	The amount of payments obligated to be made by month through June 30, 2012	Trace enforceable obligations to the legal document(s)
None	State CalHFA Loan HELP	\$ -	\$ 3,258	Reviewed loan agreement dated September 14, 2005 by and between the Madera Redevelopment Agency and the California Housing Finance Agency.
None	Annual Audit Project management	\$ -	\$ 2,865	Per Bob Wilson of the Successor Agency, the obligation represents estimates of staff time for ongoing management responsibilities that continue post AB 1X26 H&S Code 33080.1.
None	NSP3 Projects	\$ 205,710	\$ 27,428	Reviewed County of Madera NSP-3 Grant Administration and Program Implementation agreement for services with City of Madera dated September 14, 2011. Per Bob Wilson of the Successor Agency, the obligation represents estimates of staff time for ongoing management responsibilities related to NSP Grant.
None	Continuing Disclosure Rpt	\$ -	\$ 4,114	Reviewed Standard & Poor's special assessment/tax increment financing/tax allocation bond disclosure questionnaire dated January 27, 2012. Per Bob Wilson of the Successor Agency, the obligation represents estimates of staff time for ongoing bond reporting responsibilities.
None	Annual Report	\$ -	\$ 23,556	Reviewed a letter dated November 16, 2011 from the California State Controller's office requesting every redevelopment agency to present an annual report to their legislative body and the State Controller's Office within six months of the agency's fiscal year end pursuant H&S Code section 33080.1.
None	5 Year Imp Plan	\$ -	\$ 23,122	Per Bob Wilson of the Successor Agency, the obligation represents estimates of staff time for preparation of the 5 Year Implementation Plan as required, H&S Code 33000 et seq.
None	Bond Reserve Requirement	\$ -	\$ -	
None	Statement of Indebtedness	\$ -	\$ 5,486	Per Bob Wilson of the Successor Agency, the statement of indebtedness report is no longer required per AB1484.
None	State Controllers Report	\$ -	\$ 5,486	Per Bob Wilson of the Successor Agency, the obligation represents estimates of staff time for preparation of the State Controller's Report. Reviewed a letter dated November 16, 2011 from the California State Controller's office requesting every redevelopment agency to present an annual report to their legislative body and the State Controller's Office within six months of the agency's fiscal year end pursuant H&S Code section 33080.1.
None	HCD Report	\$ -	\$ 6,167	Per Bob Wilson of the Successor Agency, the obligation represents estimates of staff time for preparation of the HCD Report.
None	Standard & Poors Report	\$ -	\$ 5,486	Per Bob Wilson of the Successor Agency, the obligation represents estimates of staff time for preparation of the Standard & Poor's Report which is an ongoing bond requirement.
None	AB 987 Reporting	\$ -	\$ 5,139	Per Bob Wilson of the Successor Agency, the obligation represents estimates of staff time for preparation of the AB 987 reporting.
None	Affordable Housing Monitoring	\$ -	\$ 12,334	Per Bob Wilson of the Successor Agency, the obligation represents estimates of staff time for annual monitoring of affordable unites as required per CRL.
None	Property Management	\$ -	\$ 8,226	Per Bob Wilson of the Successor Agency, the obligation represents estimates of staff time for the management of land holdings.

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**COUNTY OF MADERA
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Appendix 5 - Review of Draft ROPS payments January 1, 2012 through June 30, 2012 (Page 2 of 5)

# on draft ROPS	Project Name / Debt Obligation	Total Outstanding Debt or Obligation	The amount of payments obligated to be made by month through June 30, 2012	Trace enforceable obligations to the legal document(s)
None	Public Notice Requirement	\$ -	\$ 3,084	Per Bob Wilson of the Successor Agency, the obligation represents estimates of staff time for public notice requirements.
None	Board Meeting preparation	\$ -	\$ 10,280	Per Bob Wilson of the Successor Agency, the obligation represents estimates of staff time for board meeting requirements.
None	Abandoned Vehicle Authority	\$ -	\$ -	
None	Waste Tire Grant Management	\$ -	\$ -	
None	CDBG	\$ -	\$ 36,024	Per Bob Wilson of the Successor Agency, the obligation represents estimates of staff time.
None	OSCA GRANT	\$ -	\$ 6,936	Per Bob Wilson of the Successor Agency, the obligation represents estimates of staff time.
None	EHIG	\$ -	\$ 3,086	Per Bob Wilson of the Successor Agency, the obligation represents estimates of staff time.
None	Successor Agency	\$ -	\$ 250,000	Per Bob Wilson of the Successor Agency, the obligation represents estimates of Successor Agency administrative expenses.
None		\$ -		
None	1998 Tax Allocation Bond	\$ 10,211,274	\$ 407,630	1998 Tax allocation bond with an aggregate principal amount of \$7,440,000 is supported by the Bond Indenture Document.
None	2003 Tax Allocation Bond	\$ 28,736,321	\$ 1,309,219	2003 Tax allocation bond with an aggregate principal amount of \$19,495,000 are supported by various resolutions, the Fiscal agent agreement, the Bond purchase contract.
None	2008A Tax Allocation Bond	\$ 49,899,395	\$ 1,599,558	2008 Series A Subordinate Tax allocation bond with a principal amount of \$25,455,000 are supported by various resolutions and the Bond Indenture document.
None	2008B Tax Allocation Bond	\$ 7,720,777	\$ 261,597	2008 Series B Subordinate Tax allocation bond with a principal amount of \$4,000,000 are supported by various resolutions and the Bond Indenture document.
None	State CalHFA Loan HELP	\$ 1,068,582	\$ -	Legal documentation was unavailable for our review
None	BNYMT Trustee fees 1998 Series	\$ -	\$ 3,500	1998 Tax allocation bond with an aggregate principal amount of \$7,440,000 is supported by the Bond Indenture Document.
None	BNYMT Trustee fees 2003 Series	\$ -	\$ 3,500	2003 Tax allocation bond with an aggregate principal amount of \$19,495,000 are supported by various resolutions, the Fiscal agent agreement, the Bond purchase contract.
None	BNYMT Trustee fees 2008 Series & Arbitrage	\$ -	\$ 7,500	2008 Series A Subordinate Tax allocation bond with a principal amount of \$25,455,000 are supported by various resolutions and the Bond Indenture document. 2008 Series B Subordinate Tax allocation bond with a principal amount of \$4,000,000 are supported by various resolutions and the Bond Indenture document.
None	Arbitrage Calculations - contract	\$ -	\$ 2,500	Legal documentation was unavailable for our review
None	Bond Dissemination	\$ -	\$ 2,000	Legal documentation was unavailable for our review
None	Annual Audit - Contract Cost	\$ -	\$ 4,000	Legal documentation was unavailable for our review
None	Legal Services - Contract Cost	\$ -	\$ 50,000	Legal documentation was unavailable for our review
None	Replacement Housing Obligation program cost	\$ -	\$ -	
None	Required Public Noticing	\$ -		
None	H&S Code 33433 Tracking	\$ -		
None	Property Liquidation Program	\$ -	\$ -	

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**COUNTY OF MADERA
AGREED-UPON PROCEDURES TO THE
CITY OF MADERA REDEVELOPMENT
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Appendix 5 - Review of Draft ROPS payments January 1, 2012 through June 30, 2012 (Page 3 of 5)

# on draft ROPS	Project Name / Debt Obligation	Total Outstanding Debt or Obligation	The amount of payments obligated to be made by month through June 30, 2012	Trace enforceable obligations to the legal document(s)
None	Insurance Premiums	\$ -	\$ -	
None	Wrap up Audit	\$ -	\$ 7,000	Reviewed copy of the AB 1484 engagement letter dated August 30, 2012
None	Herbicide Property Maintenance	\$ -	\$ -	
None	MUSD 308 S. J Street	\$ -	\$ 4,000	Reviewed construction loan agreement dated June 8, 2011 between the Madera Unified School District and Madera Redevelopment Agency.
None	Low Mod Housing set-aside	\$ 56,761,980	\$ -	Reviewed resolution number SHA 12-06 dated April 11, 2012 of the City Council of the City of Madera as the Successor Housing Agency to the Former Madera Redevelopment Agency of the City of Madera, acknowledging the transfer of properties acquired with twenty percent (20%) housing set-aside and housing set-aside tax allocation bond proceeds from the former Madera Redevelopment Agency to the City of Madera Successor Housing Agency. We noted that the Department of Finance did consider this item enforceable.
None	Housing Bond Fund Obligations	\$ 810,098	\$ -	Legal documentation was unavailable for our review
None	Capital Project Bond Fund Obligations	\$ 4,868,596	\$ -	Legal documentation was unavailable for our review
None				
None			\$ -	
None	ENCUMBRANCES		\$ -	
None	Lake/Adell Street Project	\$ 16,289	\$ -	Reviewed City of Madera's purchase order dated September 26, 2006
None	Demo 14	\$ 176,590	\$ -	Reviewed City of Madera's purchase order dated October 17, 2008
None	Sunrise Park	\$ 11,428	\$ -	Reviewed City of Madera's purchase order dated December 22, 2008
None	Central Madera Street Project	\$ 65,513	\$ -	Reviewed resolution number SA 12-18 of the City of Madera Redevelopment Agency approving amendment to agreement with Blair, Church & Flynn for engineering and design services for the Riverview Linear Park Improvements Project.
None	Operation Civic Pride	\$ 11,706	\$ -	Reviewed City of Madera's purchase order dated January 26, 2009
None	Arborpoint	\$ 375,000	\$ -	Reviewed resolution number MRA-1484 of the Madera Redeveloping Agency dated August 10, 2011, approving amended grantee agreement with Pacific West Communities, Inc., an Idaho Corporation for the providing of funds for the construction of housing affordable to low and ver low income households.
None	Adell Imp Project	\$ 21,500	\$ -	Reviewed approval of resolution number OB 12-11 approving the second amendment to the agreement with Quad Knopf for design and engineering services related to the Adell Improvement Project.
None	Graffiti Consulting contract	\$ 15,000	\$ -	Reviewed City of Madera's purchase order dated January 26, 2009
None	EHIG	\$ 79	\$ -	Per Bob Wilson of the Successor Agency, the obligation represents estimates of staff time.
None	Ave 16 Improvements	\$ 6,102	\$ -	Reviewed approval of resolution number OB 12-15 approving the amended agreement with Blair, Church & Flynn for the preparation of an Infrastructure Master Plan for the Avenue 16/Avenue 17 Commercial/Industrial Corridor.
None	Operation Civic Pride	\$ 1,250	\$ -	Reviewed City of Madera's purchase order dated August 20, 2009
None	EHIG	\$ 628	\$ -	Per Bob Wilson of the Successor Agency, the obligation represents estimates of staff time.

**COUNTY OF MADERA
AGREED-UPON PROCEDURES TO THE
CITY OF MADERA REDEVELOPMENT
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Appendix 5 - Review of Draft ROPS payments January 1, 2012 through June 30, 2012 (Page 4 of 5)

# on draft ROPS	Project Name / Debt Obligation	Total Outstanding Debt or Obligation	The amount of payments obligated to be made by month through June 30, 2012	Trace enforceable obligations to the legal document(s)
None	Madera Industrial area	\$ 89,951	\$ -	Reviewed approval of resolution number OB 12-13 approving the amendment to the agreement with North Star Engineering Group to complete the preparation of an infrastructure master plan for the southwest industrial area.
None	Midtown Village	\$ 15,545	\$ -	Reviewed resolution number MRA-1313 of the Madera Redevelopment Agency approving agreement with Precision Civil Engineering Inc., for site development related to the 23 unit affordable housing subdivision at sixth/sycamore.
None	Midtown Village	\$ 9,320	\$ -	Reviewed resolution number MRA 1314 of the Madera Redevelopment Agency Madera, California approving agreement with Triad Architecture & Planning Associates Inc. for development of a 23 unit affordable housing subdivision at sixth/sycamore.
None	Canal Relocation	\$ 49,261	\$ -	Reviewed approval of resolution number OB 12-12 approving the amendment to the agreement with Quad-Knopf for design and engineering services related to the MID Pipeline Relocation Project.
None	Laurel Linear Park	\$ 14,926	\$ -	Reviewed approval of resolution number OB 12-14 approving the amendment to the agreement with Blair, Church & Flynn for engineering and design services for the Riverview Linear Park Improvement Project.
None	Handicap Ramp project	\$ 31,000	\$ -	Per Bob Wilson of the Successor Agency, the obligation represents estimates of staff time. We noted that the Department of Finance did not consider this item enforceable.
None	Midtown Village	\$ 29,500	\$ -	Reviewed resolution number MRA-1333 of the Madera Redevelopment Agency approving agreement with California Utility Consultants for consultation and project management services related to the sixth and sycamore subdivision.
None	Riverwalk Subdivision	\$ 29,500	\$ -	Reviewed Madera Development Agency's purchase order dated December 7, 2009
None	Lake St median project	\$ 2,250	\$ -	Reviewed Madera Redevelopment Agency's purchase order dated January 13, 2010
None	EHIG	\$ 12,000	\$ -	Per Bob Wilson of the Successor Agency, the obligation represents estimates of staff time.
None	Soil Remediation 1350 Yose	\$ 177,802	\$ 177,804	Reviewed resolution number OB 12-05 approving an amendment to the agreement with Krazan and Associates, Inc. for the environmental services for soil and groundwater remediation at 1350 East Yosemite Avenue in the City of Madera.
None	EHIG	\$ 611	\$ -	Per Bob Wilson of the Successor Agency, the obligation represents estimates of staff time.
None	EHIG	\$ 954	\$ -	Per Bob Wilson of the Successor Agency, the obligation represents estimates of staff time.
None	EHIG	\$ 100	\$ -	Per Bob Wilson of the Successor Agency, the obligation represents estimates of staff time.
None	EHIG	\$ 1,535	\$ -	Per Bob Wilson of the Successor Agency, the obligation represents estimates of staff time.
None	California Conservation Corps (7/14/10)	\$ 12,033	\$ -	Reviewed Madera Redevelopment Agency's purchase order dated January 16, 2010
None	Landscape Design	\$ 600	\$ -	Reviewed Madera Redevelopment Agency's purchase order dated September 9, 2010
None	Midtown Village	\$ 3,710	\$ -	Reviewed resolution number MRA 1444 of the Madera Redevelopment Agency approving agreement with Technicon Engineering Services, Inc. for geotechnical services related to the evaluation of subsurface conditions at the property located at 616 East Sixth Street.
None	428 Yosemite Plaza	\$ 6,109	\$ -	Reviewed Madera Redevelopment Agency's purchase order dated December 20, 2010
None	Lake St median project	\$ 85,000	\$ -	Reviewed Madera Redevelopment Agency's purchase order dated December 13, 2010
None	California Conservation Corps (6/8/11)	\$ 29,084	\$ 29,082	Reviewed Madera Redevelopment Agency's purchase order dated June 15, 2011

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**COUNTY OF MADERA
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CITY OF MADERA REDEVELOPMENT
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Appendix 5 - Review of Draft ROPS payments January 1, 2012 through June 30, 2012 (Page 5 of 5)

# on draft ROPS	Project Name / Debt Obligation	Total Outstanding Debt or Obligation	The amount of payments obligated to be made by month through June 30, 2012	Trace enforceable obligations to the legal document(s)
None				
None	PROJECTS IN PROGRESS		\$ -	
None	Riverwalk Subdivision	\$ 1,210,000	\$ -	Legal documentation was unavailable for our review
None	Midtown Village Subdivision	\$ 840,000	\$ -	Legal documentation was unavailable for our review
None	Downtown Streetscape	\$ 600,000	\$ -	Per Bob Wilson of the Successor Agency, this project has been eliminated and the obligation will be removed from future obligation schedules.
None	Sonora/Green/Columbia/Sierra improvement project	\$ 375,000	\$ -	Per Bob Wilson of the Successor Agency, this project has been eliminated and the obligation will be removed from future obligation schedules.
None	Adell Improvement Project	\$ 2,300,000	\$ -	Reviewed resolution number 08-195 of the Council of the City of Madera authorizing the financing of the design and construction of the Adell Improvement Project.
None	Downtown Canal Relocation	\$ 980,000	\$ -	Reviewed resolution number 09-246 of the Council of the City of Madera authorizing the financing of the design and construction of the Mid Canal Pipelining Relocation Project.
None	Laurel Linear Park	\$ 1,200,000	\$ -	Reviewed resolution number 09-247 of the Council of the City of Madera authorizing the financing of the design and construction of the Sunset/Laurel/Riverview Linear Park Project.
None	Airport Infrastructure Master Plan	\$ 30,000	\$ -	Reviewed resolution number 99-155 of the Council of the City of Madera authorizing the financing of certain public improvements.
None	Southwest Industrial Park Master Plan	\$ 30,000	\$ -	Reviewed resolution number MRA-1270 of the Madera Redevelopment Agency approving the financing of the preparation of the infrastructure master plan for the southwest industrial area project.
None	East Yosemite Widening Project	\$ 650,000	\$ -	Per Bob Wilson of the Successor Agency, this project has been eliminated and the obligation will be removed from future obligation schedules.
None	"E" Street Improvement Project	\$ 1,800,000	\$ -	Per Bob Wilson of the Successor Agency, this project has been eliminated and the obligation will be removed from future obligation schedules.
None	Tribune - Honda Construction Loan	\$ -	\$ 400,000	Legal documentation was unavailable for our review
None	Avenue 16 Landscape Project	\$ -	\$ 250,000	Reviewed resolution number MRA-909 of the Madera Redevelopment Agency dated October 11, 2006 approving the financing of the design and construction of the Avenue 16 and Granada Drive improvement project.
None	Replacement Housing Obligation construction loans	\$ 1,100,000	\$ -	Reviewed relocation plan for the 'Court House Project' South 'G' Street, Madera, CA dated February, 2008.
None	Elm & Yosemite Traffic Signal	\$ 375,000		Reviewed reimbursement agreement dated February 8, 2006, by and between the City of Madera and the Madera Redevelopment Agency. Reviewed disposition and development agreement dated September 13, 2010 between the Madera Redevelopment Agency and Ironhorse Elm, LLC.
None	County of Madera Courthouse Agmt	\$ 950,000	\$ -	Reviewed Memorandum of Understanding dated March 17, 2009, by and among the County of Madera and City of Madera Redevelopment Agency.

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Appendix 6

Review of EOPS and Draft ROPS
January 1, 2012 through June 30, 2012

**COUNTY OF MADERA
AGREED-UPON PROCEDURES TO THE
CITY OF MADERA REDEVELOPMENT
AND SUCCESSOR AGENCY**

Appendix 6 - Review of EOPS and Draft ROPS January 1, 2012 through June 30, 2012 (Page 1 of 3)

# on EOPS	Obligations on EOPS	Amount	Obligations on Draft ROPS	Amount	Note any material differences agreed to by County Auditor-Controller
None	State CalHFA Loan HELP	\$ 3,258	State CalHFA Loan HELP	\$ 3,258	\$ -
None	Annual Audit Project management	\$ 2,865	Annual Audit Project management	\$ 2,865	\$ -
None	NSP3 Projects	\$ 27,428	NSP3 Projects	\$ 27,428	\$ -
None	Continuing Disclosure Rpt	\$ 4,114	Continuing Disclosure Rpt	\$ 4,114	\$ -
None	Annual Report	\$ 23,556	Annual Report	\$ 23,556	\$ -
None	5 Year Imp Plan	\$ 23,122	5 Year Imp Plan	\$ 23,122	\$ -
None	Bond Reserve Requirement	\$ -	Bond Reserve Requirement	\$ -	\$ -
None	Statement of Indebtedness	\$ 5,486	Statement of Indebtedness	\$ 5,486	\$ -
None	State Controllers Report	\$ 5,486	State Controllers Report	\$ 5,486	\$ -
None	HCD Report	\$ 6,167	HCD Report	\$ 6,167	\$ -
None	Standard & Poors Report	\$ 5,486	Standard & Poors Report	\$ 5,486	\$ -
None	AB 987 Reporting	\$ 5,139	AB 987 Reporting	\$ 5,139	\$ -
None	Affordable Housing Monitoring	\$ 12,334	Affordable Housing Monitoring	\$ 12,334	\$ -
None	Property Management	\$ 8,226	Property Management	\$ 8,226	\$ -
None	Public Notice Requirement	\$ 3,084	Public Notice Requirement	\$ 3,084	\$ -
None	Board Meeting preparation	\$ 10,280	Board Meeting preparation	\$ 10,280	\$ -
None	Abandoned Vehicle Authority	\$ -	Abandoned Vehicle Authority	\$ -	\$ -
None	Waste Tire Grant Management	\$ -	Waste Tire Grant Management	\$ -	\$ -
None	CDBG	\$ 36,024	CDBG	\$ 36,024	\$ -
None	OSCA GRANT	\$ 6,936	OSCA GRANT	\$ 6,936	\$ -
None	EHIG	\$ 3,086	EHIG	\$ 3,086	\$ -
None	Successor Agency	\$ 250,000	Successor Agency	\$ 250,000	\$ -
None	1998 Tax Allocation Bond	\$ 407,630	1998 Tax Allocation Bond	\$ 407,630	\$ -
None	2003 Tax Allocation Bond	\$ 1,309,219	2003 Tax Allocation Bond	\$ 1,309,219	\$ -
None	2008A Tax Allocation Bond	\$ 1,599,558	2008A Tax Allocation Bond	\$ 1,599,558	\$ -
None	2008B Tax Allocation Bond	\$ 261,597	2008B Tax Allocation Bond	\$ 261,597	\$ -
None	State CalHFA Loan HELP	\$ -	State CalHFA Loan HELP	\$ -	\$ -
None	BNYMT Trustee fees 1998 Series	\$ 3,500	BNYMT Trustee fees 1998 Series	\$ 3,500	\$ -
None	BNYMT Trustee fees 2003 Series	\$ 3,500	BNYMT Trustee fees 2003 Series	\$ 3,500	\$ -
None	BNYMT Trustee fees 2008 Series & Arbitrage	\$ 7,500	BNYMT Trustee fees 2008 Series & Arbitrage	\$ 7,500	\$ -
None	Arbitrage Calculations - contract	\$ 2,500	Arbitrage Calculations - contract	\$ 2,500	\$ -
None	Bond Dissemination	\$ 2,000	Bond Dissemination	\$ 2,000	\$ -
None	Annual Audit - Contract Cost	\$ 4,000	Annual Audit - Contract Cost	\$ 4,000	\$ -

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**COUNTY OF MADERA
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Appendix 6 - Review of EOPS and Draft ROPS January 1, 2012 through June 30, 2012 (Page 2 of 3)

# on EOPS	Obligations on EOPS	Amount	Obligations on Draft ROPS	Amount	Note any material differences agreed to by County Auditor-Controller
None	Legal Services - Contract Cost	\$ 50,000	Legal Services - Contract Cost	\$ 50,000	\$ -
None	Replacement Housing Obligation program cost	\$ -	Replacement Housing Obligation program cost	\$ -	\$ -
None	Required Public Noticing		Required Public Noticing		\$ -
None	H&S Code 33433 Tracking		H&S Code 33433 Tracking		\$ -
None	Property Liquidation Program	\$ -	Property Liquidation Program	\$ -	\$ -
None	Insurance Premiums	\$ -	Insurance Premiums	\$ -	\$ -
None	Wrap up Audit	\$ 7,000	Wrap up Audit	\$ 7,000	\$ -
None	Herbicide Property Maintenance	\$ -	Herbicide Property Maintenance	\$ -	\$ -
None	MUSD 308 S. J Street	\$ 4,000	MUSD 308 S. J Street	\$ 4,000	\$ -
None	Low Mod Housing set-aside	\$ -	Low Mod Housing set-aside	\$ -	\$ -
None	Housing Bond Fund Obligations	\$ -	Housing Bond Fund Obligations	\$ -	\$ -
None	Capital Project Bond Fund Obligations	\$ -	Capital Project Bond Fund Obligations	\$ -	\$ -
None		\$ -		\$ -	\$ -
None		\$ -		\$ -	\$ -
None	ENCUMBRANCES	\$ -	ENCUMBRANCES	\$ -	\$ -
None	Lake/Adell Street Project	\$ -	Lake/Adell Street Project	\$ -	\$ -
None	Demo 14	\$ -	Demo 14	\$ -	\$ -
None	Sunrise Park	\$ -	Sunrise Park	\$ -	\$ -
None	Central Madera Street Project	\$ -	Central Madera Street Project	\$ -	\$ -
None	Operation Civic Pride	\$ -	Operation Civic Pride	\$ -	\$ -
None	Arborpoint	\$ -	Arborpoint	\$ -	\$ -
None	Adell Imp Project	\$ -	Adell Imp Project	\$ -	\$ -
None	Graffiti Consulting contract	\$ -	Graffiti Consulting contract	\$ -	\$ -
None	EHIG	\$ -	EHIG	\$ -	\$ -
None	Ave 16 Improvements	\$ -	Ave 16 Improvements	\$ -	\$ -
None	Operation Civic Pride	\$ -	Operation Civic Pride	\$ -	\$ -
None	EHIG	\$ -	EHIG	\$ -	\$ -
None	Madera Industrial area	\$ -	Madera Industrial area	\$ -	\$ -
None	Midtown Village	\$ -	Midtown Village	\$ -	\$ -
None	Midtown Village	\$ -	Midtown Village	\$ -	\$ -
None	Canal Relocation	\$ -	Canal Relocation	\$ -	\$ -
None	Laurel Linear Park	\$ -	Laurel Linear Park	\$ -	\$ -
None	Handicap Ramp project	\$ -	Handicap Ramp project	\$ -	\$ -
None	Midtown Village	\$ -	Midtown Village	\$ -	\$ -
None	Riverwalk Subdivision	\$ -	Riverwalk Subdivision	\$ -	\$ -

**COUNTY OF MADERA
AGREED-UPON PROCEDURES TO THE
CITY OF MADERA REDEVELOPMENT
AND SUCCESSOR AGENCY**

Appendix 6 - Review of EOPS and Draft ROPS January 1, 2012 through June 30, 2012 (Page 3 of 3)

# on EOPS	Obligations on EOPS	Amount	Obligations on Draft ROPS	Amount	Note any material differences agreed to by County Auditor-Controller
None	Lake St median project	\$ -	Lake St median project	\$ -	\$ -
None	EHIG	\$ -	EHIG	\$ -	\$ -
None	Soil Remediation 1350 Yose	\$ 177,804	Soil Remediation 1350 Yose	\$ 177,804	\$ -
None	EHIG	\$ -	EHIG	\$ -	\$ -
None	EHIG	\$ -	EHIG	\$ -	\$ -
None	EHIG	\$ -	EHIG	\$ -	\$ -
None	EHIG	\$ -	EHIG	\$ -	\$ -
None	California Conservation Corps (7/14/10)	\$ -	California Conservation Corps (7/14/10)	\$ -	\$ -
None	Landscape Design	\$ -	Landscape Design	\$ -	\$ -
None	Midtown Village	\$ -	Midtown Village	\$ -	\$ -
None	428 Yosemite Plaza	\$ -	428 Yosemite Plaza	\$ -	\$ -
None	Lake St median project	\$ -	Lake St median project	\$ -	\$ -
None	California Conservation Corps (6/8/11)	\$ 29,082	California Conservation Corps (6/8/11)	\$ 29,082	\$ -
None					\$ -
None	PROJECTS IN PROGRESS	\$ -	PROJECTS IN PROGRESS	\$ -	\$ -
None	Riverwalk Subdivision	\$ -	Riverwalk Subdivision	\$ -	\$ -
None	Midtown Village Subdivision	\$ -	Midtown Village Subdivision	\$ -	\$ -
None	Downtown Streetscape	\$ -	Downtown Streetscape	\$ -	\$ -
None	Sonora/Green/Columbia/Sierra improvement project	\$ -	Sonora/Green/Columbia/Sierra improvement project	\$ -	\$ -
None	Adell Improvement Project	\$ -	Adell Improvement Project	\$ -	\$ -
None	Downtown Canal Relocation	\$ -	Downtown Canal Relocation	\$ -	\$ -
None	Laurel Linear Park	\$ -	Laurel Linear Park	\$ -	\$ -
None	Airport Infrastructure Master Plan	\$ -	Airport Infrastructure Master Plan	\$ -	\$ -
None	Southwest Industrial Park Master Plan	\$ -	Southwest Industrial Park Master Plan	\$ -	\$ -
None	East Yosemite Widening Project	\$ -	East Yosemite Widening Project	\$ -	\$ -
None	"E" Street Improvement Project	\$ -	"E" Street Improvement Project	\$ -	\$ -
None	Tribune - Honda Construction Loan	\$ 400,000	Tribune - Honda Construction Loan	\$ 400,000	\$ -
None	Avenue 16 Landscape Project	\$ 250,000	Avenue 16 Landscape Project	\$ 250,000	\$ -
None	Replacement Housing Obligation construction loans	\$ -	Replacement Housing Obligation construction loans	\$ -	\$ -
None	Elm & Yosemite Traffic Signal		Elm & Yosemite Traffic Signal		\$ -
None	County of Madera Courthouse Agmt	\$ -	County of Madera Courthouse Agmt	\$ -	\$ -

DRAFT 9/7/2012

Appendix 7

Review of Final ROPS Payments
January 1, 2012 through June 30, 2012

**COUNTY OF MADERA
AGREED-UPON PROCEDURES TO THE
CITY OF MADERA REDEVELOPMENT
AND SUCCESSOR AGENCY**

Appendix 7 - Review of Final ROPS payments January 1, 2012 through June 30, 2012

# on final ROPS	Project name or area associated with the obligation	PER SCHEDULE		ACTUAL PAYMENT		Inspect evidence of payment
		AMOUNT	DATE	AMOUNT	DATE	
1	1998 Tax Allocation Bond	\$ 407,630	Mar-12, Jun-12	\$ 146,315	2/28/2012	Examined evidence of wire payment dated 2/28/12
2	2003 Tax Allocation Bond	\$ 1,309,219	Mar-12, Jun-12	\$ 399,609	2/28/2012	Examined evidence of wire payment dated 2/28/12
3	2008A Tax Allocation Bond	\$ 1,599,558	Mar-12, Jun-12	\$ 609,875	2/28/2012	Examined evidence of wire payment dated 2/28/12
4	2008B Tax Allocation Bond	\$ 261,597	Mar-12, Jun-12	\$ 95,796	2/28/2012	Examined evidence of wire payment dated 2/28/12
23	SA & Oversight Board Meeting pre & post	\$ 21,839	Feb-12 ~ Jun-12	\$ -	Not paid	N/A
33	Successor Agency Employee Cost	\$ 135,000	Jan-12 ~ Jun-12	\$ 192,351	1/31/2012	Reviewed City of Madera's Fund 40200 general ledger report showing evidence of payment.
53	Other SA Admin Costs	\$ 115,000	Jan-12 ~ Jun-12	\$ -	Not paid	N/A
87	California Conservation Corps (6/8/11)	\$ 29,084	Jan-12 ~ Jun-12	27,038.00	August 2011 ~ June 2012	Reviewed City of Madera's Fund 40200 general ledger report showing evidence of payment.
95	NSP3 Projects	\$ 27,428	Mar-12 ~ Jun-12	22,162.61	August 2011 ~ June 2012	Reviewed details of allocated payroll hours to the project.
101	Soil Remediation 1350 Yose	\$ 177,802	Jan-12 ~ Jun-12	177,681.02	Aug-11 ~ May-12	Reviewed cancelled check #9689, #9713, #9785, #9805, #9602, #9623, #9666

Appendix 8

Review of Final ROPS
January 1, 2012 through June 30, 2012

**COUNTY OF MADERA
AGREED-UPON PROCEDURES TO THE
CITY OF MADERA REDEVELOPMENT
AND SUCCESSOR AGENCY**

Appendix 8 - Final ROPS ITEMS (Page 1 of 6)

# on final ROPS	Project name or area associated with the obligation	The payee	A description of the nature of the work/service agreed to	Total Outstanding Debt or Obligation	The amount of payments obligated to be made by month through June 30, 2012	Compare obligation as listed to legal documentation. (RDA must be a party to the contract)
1	1998 Tax Allocation Bond	BNYMellon	Bonds issue to fund RDA projects	10,211,274	671,561	1998 Tax allocation bond with an aggregate principal amount of \$7,440,000 is supported by the Bond Indenture Document.
2	2003 Tax Allocation Bond	BNYMellon	Bonds issue to fund RDA projects	28,736,321	2,207,404	2003 Tax allocation bond with an aggregate principal amount of \$19,495,000 are supported by various resolutions, the Fiscal agent agreement, the Bond purchase contract.
3	2008A Tax Allocation Bond	BNYMellon	Bonds issue to fund non-housing projects	49,899,395	2,560,024	2008 Series A Subordinate Tax allocation bond with a principal amount of \$25,455,000 are supported by various resolutions and the Bond Indenture document.
4	2008B Tax Allocation Bond	BNYMellon	Bonds issue to fund housing projects	7,720,777	428,619	2008 Series B Subordinate Tax allocation bond with a principal amount of \$4,000,000 are supported by various resolutions and the Bond Indenture document.
5	BNYMT Trustee fees 1998 Series	BNYMellon	Trustee Fees	56,000	3,500	1998 Tax allocation bond with an aggregate principal amount of \$7,440,000 is supported by the Bond Indenture Document.
6	BNYMT Trustee fees 2003 Series	BNYMellon	Trustee Fees	73,500	3,500	2003 Tax allocation bond with an aggregate principal amount of \$19,495,000 are supported by various resolutions, the Fiscal agent agreement, the Bond purchase contract.
7	BNYMT Trustee fees 2008 Series & Arbitrage	BNYMellon	Trustee Fees	195,000	7,500	2008 Series A Subordinate Tax allocation bond with a principal amount of \$25,455,000 are supported by various resolutions and the Bond Indenture document. 2008 Series B Subordinate Tax allocation bond with a principal amount of \$4,000,000 are supported by various resolutions and the Bond Indenture document.
8	Arbitrage Calculations - contract	Cal Muni	Bond Required Arbitrage calc	65,000	2,500	1998 Tax allocation bond with an aggregate principal amount of \$7,440,000 is supported by the Bond Indenture Document. 2003 Tax allocation bond with an aggregate principal amount of \$19,495,000 are supported by various resolutions, the Fiscal agent agreement, the Bond purchase contract. 2008 Series A Subordinate Tax allocation bond with a principal amount of \$25,455,000 are supported by various resolutions and the Bond Indenture document. 2008 Series B Subordinate Tax allocation bond with a principal amount of \$4,000,000 are supported by various resolutions and the Bond Indenture document.

**COUNTY OF MADERA
AGREED-UPON PROCEDURES TO THE
CITY OF MADERA REDEVELOPMENT
AND SUCCESSOR AGENCY**

Appendix 8 - Final ROPS ITEMS (Page 2 of 6)

# on final ROPS	Project name or area associated with the obligation	The payee	A description of the nature of the work/service agreed to	Total Outstanding Debt or Obligation	The amount of payments obligated to be made by month through June 30, 2012	Compare obligation as listed to legal documentation. (RDA must be a party to the contract)
9	Bond Dissemination	Orrick	Bond Requirement	52,000	2,000	1998 Tax allocation bond with an aggregate principal amount of \$7,440,000 is supported by the Bond Indenture Document. 2003 Tax allocation bond with an aggregate principal amount of \$19,495,000 are supported by various resolutions, the Fiscal agent agreement, the Bond purchase contract. 2008 Series A Subordinate Tax allocation bond with a principal amount of \$25,455,000 are supported by various resolutions and the Bond Indenture document. 2008 Series B Subordinate Tax allocation bond with a principal amount of \$4,000,000 are supported by various resolutions and the Bond Indenture document.
10	State CalHFA Loan HELP	Management	Semi annual rpts, loan invoicing, monitoring, pymts to CalHFA	45,599	6,514	Reviewed California housing Finance Agency loan agreement dated September 14, 2005 by and between the Madera Redevelopment Agency and the California Housing finance Agency.
11	Annual Audit Project management	Personnel Staff	Life of Plan 2040	80,220	2,865	Legal documentation was unavailable for our review
12	Continuing Disclosure Rpt	Personnel Staff	Bond Requirement	115,198	4,114	1998 Tax allocation bond with an aggregate principal amount of \$7,440,000 is supported by the Bond Indenture Document. 2003 Tax allocation bond with an aggregate principal amount of \$19,495,000 are supported by various resolutions, the Fiscal agent agreement, the Bond purchase contract. 2008 Series A Subordinate Tax allocation bond with a principal amount of \$25,455,000 are supported by various resolutions and the Bond Indenture document. 2008 Series B Subordinate Tax allocation bond with a principal amount of \$4,000,000 are supported by various resolutions and the Bond Indenture document.
13	Annual Report	Personnel Staff	Bond Requirement	329,784	11,778	1998 Tax allocation bond with an aggregate principal amount of \$7,440,000 is supported by the Bond Indenture Document. 2003 Tax allocation bond with an aggregate principal amount of \$19,495,000 are supported by various resolutions, the Fiscal agent agreement, the Bond purchase contract. 2008 Series A Subordinate Tax allocation bond with a principal amount of \$25,455,000 are supported by various resolutions and the Bond Indenture document. 2008 Series B Subordinate Tax allocation bond with a principal amount of \$4,000,000 are supported by various resolutions and the Bond Indenture document.
14	5 Year Imp Plan	Personnel Staff		129,483		Legal documentation was unavailable for our review
15	Statement of Indebtedness	Personnel Staff		153,597	5,486	Legal documentation was unavailable for our review
16	State Controllers Report	Personnel Staff		153,597	5,486	Legal documentation was unavailable for our review
17	HCD Report	Personnel Staff		172,670	6,167	Legal documentation was unavailable for our review
18	Standard & Poors Report	Personnel Staff	Bond Requirement	153,597	5,486	Legal documentation was unavailable for our review
19	AB 987 Reporting	Personnel Staff		143,892	5,139	Legal documentation was unavailable for our review
20	Affordable Housing Monitoring	Personnel Staff		345,341	12,334	Legal documentation was unavailable for our review
21	Property Management	Personnel Staff	Facility and Lot maintenance	82,260	16,452	Legal documentation was unavailable for our review
22	Public Notice Requirement	Personnel Staff	Agenda	30,834	6,167	Legal documentation was unavailable for our review
23	SA & Oversight Board Meeting pre & post	Personnel Staff	18 Mtg/Yr 60hrs each	393,102	78,620	Legal documentation was unavailable for our review
24	OSCA GRANT	Personnel Staff	Site Monitoring, grant mgmt	27,746	13,873	Legal documentation was unavailable for our review

**COUNTY OF MADERA
AGREED-UPON PROCEDURES TO THE
CITY OF MADERA REDEVELOPMENT
AND SUCCESSOR AGENCY**

Appendix 8 - Final ROPS ITEMS (Page 3 of 6)

# on final ROPS	Project name or area associated with the obligation	The payee	A description of the nature of the work/service agreed to	Total Outstanding Debt or Obligation	The amount of payments obligated to be made by month through June 30, 2012	Compare obligation as listed to legal documentation. (RDA must be a party to the contract)
25	Required Public Noticing	H&S Code 34433	77 parcels @ \$250 + 4hrs each	35,078		Legal documentation was unavailable for our review
26	Replacement Housing Obligation program cost		Adm & Management	140,000		Legal documentation was unavailable for our review
27	Commercial Property Liquidation		Commercial Properties	175,000	15,000	Legal documentation was unavailable for our review
28	Annual Audit - Contract Cost	Caporicci & Larson, Inc	Bond Requirement	112,000	4,000	Legal documentation was unavailable for our review
29	Insurance Premiums		Liability, Property Insurance	55,000	11,000	Legal documentation was unavailable for our review
30	Oversight Board			TBD		Legal documentation was unavailable for our review
31	Herbicide Property Maintenance		Weed Control on SA properties	35,000	7,000	Legal documentation was unavailable for our review
32	Property Tax Services	Fraser & Associates	Property Tax Services	28,000		Legal documentation was unavailable for our review
33	City Services	City of Madera	Legal Services, Human Resources, Finance	675,085	135,017	Legal documentation was unavailable for our review
34	Successor Agency Board Members		Salaries Board Members	10,800	2,160	Legal documentation was unavailable for our review
35	SA OB Web Development	Emo Creative	H&S 34179 Web Site development	4,900	4,900	Legal documentation was unavailable for our review
36	Employee Leave Balances			TBD		Legal documentation was unavailable for our review
37	Arborpoint	Pacific West Communities	Arborpoint Apt Affordable Housing Grant	412,500		Reviewed resolution number MRA-1484 of the Madera Redeveloping Agency dated August 10, 2011, approving amended grantee agreement with Pacific West Communities, Inc., an Idaho Corporation for the providing of funds for the construction of housing affordable to low and ver low income households.
38	Riverside Villas		Storm drainage	289,324		Reviewed copy of the preliminary engineer's estimate dated March 4, 2010 and completed information request form from Contech Construction Products, Inc.
39	Midtown Village Subdivision		\$1,126,000 Expensed to Date	924,000		Reviewed resolution number MRA-1313 of the Madera Redevelopment Agency approving agreement with Precision Civil Engineering Inc., for site development related to the 23 unit affordable housing subdivision at sixth/sycamore.
40	MUSD 308 S. J Street		Update Plans		4,000	Reviewed work authorization letter dated December 20, 2011 between the Vernal Group and City of Madera Redevelopment Agency.
41	County of Madera Courthouse Agmt	County Of Madera	Court House Building	950,000		Reviewed Memorandum of Understanding dated March 17, 2009, by and among the County of Madera and City of Madera Redevelopment Agency.
42	Tribune - Honda Construction Loan			400,000		Legal documentation was unavailable for our review
43	Avenue 16 Landscape Project		\$138,800 Expensed to Date	302,500		Reviewed resolution number MRA-909 of the Madera Redevelopment Agency dated October 11, 2006 approving the financing of the design and construction of the Avenue 16 and Granada Drive improvement project.
44	Downtown Streetscape		\$41,652 Expensed to Date			Legal documentation was unavailable for our review. Per City's Redevelopment Manager, this project is being eliminated.
45	Sonora/Green/Columbia/Sierra improvement project		\$46,000 Expensed to Date			Legal documentation was unavailable for our review. Per City's Redevelopment Manager, this project is being eliminated.
46	Laurel Linear Park		\$25,096 Expensed to Date			Reviewed resolution number 09-247 of the Council of the City of Madera authorizing the financing of the design and construction of the Sunset/Laurel/Riverview Linear Park Project.
47	Airport Infrastructure Master Plan		\$89,499 Expensed to Date	33,000		Reviewed resolution number 99-155 of the Council of the City of Madera authorizing the financing of certain public improvements.
48	Southwest Industrial Park Master Plan	NorthStar	Master Plan Traffic Circulation-SW Madera Industrial Area (Agmt \$136,629 + 10% Contingency-\$13,629)	121,000		Reviewed resolution number MRA-1270 of the Madera Redevelopment Agency approving the financing of the preparation of the infrastructure master plan for the southwest industrial area project.

**COUNTY OF MADERA
AGREED-UPON PROCEDURES TO THE
CITY OF MADERA REDEVELOPMENT
AND SUCCESSOR AGENCY**

Appendix 8 - Final ROPS ITEMS (Page 4 of 6)

# on final ROPS	Project name or area associated with the obligation	The payee	A description of the nature of the work/service agreed to	Total Outstanding Debt or Obligation	The amount of payments obligated to be made by month through June 30, 2012	Compare obligation as listed to legal documentation. (RDA must be a party to the contract)
49	"E" Street Improvement Project		\$118,087 Expensed to Date			Legal documentation was unavailable for our review. Per City's Redevelopment Manager, this project is being eliminated.
50	TOTAL PAYABLE FROM THE REDEVELOPMENT PROPERTY TAX TRUST FUND			104,069,374	6,250,165	
51						
52	Successor Agency Employee Cost	Successor Agency	Payroll Cost	675,000	135,000	Legal documentation was unavailable for our review
53	Other SA Admin Costs	Successor Agency	Administrative Costs	575,000	115,000	Legal documentation was unavailable for our review
54	TOTAL PAYABLE FROM THE ADMINISTRATIVE ALLOWANCE ALLOCATION				250,000	
55						
56	AT&T		428 E Yosemite Underground Utilities	5,805	5,805	Reviewed AT&T bill dated April 28, 2011
57	PG&E		Adell St Underground Utilities	13,282	13,282	Reviewed a letter from PG&E dated February 15, 2012 showing the details of final bill.
58	PG&E		Clark/Owens Underground Utilities	3,374	3,374	Reviewed PG&E bill dated February 1, 2012.
59	Adell Imp Project	Quad Knopf	Engineering/Surveying - Adell Improvement Project (Contract for \$128,120 + 10% - \$140,900; CO \$5,150) Proj No. 90058	33,979	33,979	Reviewed approval of resolution number OB 12-11 approving the second amendment to the agreement with Quad Knopf for design and engineering services related to the Adell Improvement Project.
60	Adell Improvement Project		\$133,940 Expensed to Date	1,630,000		Reviewed approval of resolution number OB 12-11 approving the second amendment to the agreement with Quad Knopf for design and engineering services related to the Adell Improvement Project.
61	Ave 16 Improvements	Blair, Church and Flynn	Ave 16 - 3rd Amend-\$10,500 Proj No. 206-0427 - EW2 & 4th Amend-\$44,400- Proj No. 206-0427	6,102		Reviewed approval of resolution number OB 12-15 approving the amended agreement with Blair, Church & Flynn for the preparation of an Infrastructure Master Plan for the Avenue 16/Avenue 17 Commercial/Industrial Corridor.
62	Canal Relocation	Quad Knopf	Eng Srv - Relocation of MID Canal between 7th & E Streets relocating to Clinton ROW Proj No. 90222	63,690		Reviewed approval of resolution number OB 12-12 approving the amendment to the agreement with Quad-Knopf for design and engineering services related to the MID Pipeline Relocation Project.
63	Laurel Linear Park	Blair, Church & Flynn	Eng Srv-Sunset/Laurel/Riverview Linear Park Project- No. 209-0326	31,900		Reviewed approval of resolution number OB 12-14 approving the amendment to the agreement with Blair, Church & Flynn for engineering and design services for the Riverview Linear Park Improvement Project.
64	428 Yosemite Plaza	Ross Recreation Equipment	Benches (3) and Trash Receptacle (2) at 428 E Yosemite Ave Office	6,109	6,109	Reviewed Madera Redevelopment Agency's purchase order dated December 20, 2010
65	Lake St median project	City of Madera - Engineering	Reimbursement Agmt - Lake Str Median Proj (total proj cost \$170,000)	85,000		Reviewed Madera Redevelopment Agency's purchase order dated January 13, 2010
66	Housing Bond Fund Obligations		2008B Tax Exempt Bond Proceeds	810,098		Legal documentation was unavailable for our review
67	Riverwalk Subdivision		\$5,135,000 Expensed to Date	1,210,000		Reviewed Madera Development Agency's purchase order dated December 7, 2009
68	Riverwalk Subdivision		Property Acquisition	270,250		Reviewed Madera Development Agency's purchase order dated December 7, 2009
69	Lake/Adell Street Project	City of Madera	Reimburse Agmt for Eng Srv - Lake/Adell - Contract with Yamabe/Horn	16,289		Reviewed City of Madera's purchase order dated September 26, 2006
70	Demo 14	Giersch & Associates	Demo - Eng Services	176,590		Reviewed City of Madera's purchase order dated October 17, 2008
71	Sunrise Park	Madera Sunrise Rotary Club	OPC Project-Entry Sign at Sunrise Rotary Sports Complex	11,428		Reviewed City of Madera's purchase order dated December 22, 2008
72	Central Madera Street Project	Blair, Church & Flynn	Eng/Design - Central Madera Residential District Proj No. 208-0541 (Split: 40% - 2002-3802; 60% - 5002-3802)	65,513		Reviewed resolution number SA 12-18 of the City of Madera Redevelopment Agency approving amendment to agreement with Blair, Church & Flynn for engineering and design services for the Riverview Linear Park Improvements Project.

**COUNTY OF MADERA
AGREED-UPON PROCEDURES TO THE
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Appendix 8 - Final ROPS ITEMS (Page 5 of 6)

# on final ROPS	Project name or area associated with the obligation	The payee	A description of the nature of the work/service agreed to	Total Outstanding Debt or Obligation	The amount of payments obligated to be made by month through June 30, 2012	Compare obligation as listed to legal documentation. (RDA must be a party to the contract)
73	Operation Civic Pride	Madera Coalition for Comm	Planting of Community Garden - Lake & 4th - Operation Civic Pride	11,706		Reviewed City of Madera's purchase order dated January 26, 2009
74	Midtown Village	Precision Engineering	6th & Sycamore Subdivision(Midtown) - Civil Eng. Srv #08-131	15,545		Reviewed resolution number MRA-1313 of the Madera Redevelopment Agency approving agreement with Precision Civil Engineering Inc., for site development related to the 23 unit affordable housing subdivision at sixth/sycamore.
75	Midtown Village	TRIAD	6th & Sycamore Subdivision(Midtown) - Precise Plan - Project No.8077	9,320		Reviewed resolution number MRA 1314 of the Madera Redevelopment Agency Madera, California approving agreement with Triad Architecture & Planning Associates Inc. for development of a 23 unit affordable housing subdivision at sixth/sycamore.
76	Midtown Village	California Utility Consultan	Utility Project Mgmt Services - 6th & Sycamore Subdivision	29,500		Reviewed resolution number MRA-1333 of the Madera Redevelopment Agency approving agreement with California Utility Consultants for consultation and project management services related to the sixth and sycamore subdivision.
77	Midtown Village	Technicon Eng. Services, In	Geotech Eng Services - Midtown Subdivision (6th/Sycamore)	3,710		Reviewed resolution number MRA 1444 of the Madera Redevelopment Agency approving agreement with Technicon Engineering Services, Inc. for geotechnical services related to the evaluation of subsurface conditions at the property located at 616 East Sixth Street.
78	Project Operations		Contract Services	60,750	12,150	Legal documentation was unavailable for our review. We noted that the Department of Finance considers administrative costs in excess of the \$250,000 to be not an enforceable item.
79	Project Operations		Utilities	108,000	21,600	Legal documentation was unavailable for our review. We noted that the Department of Finance considers administrative costs in excess of the \$250,000 to be not an enforceable item.
80	Project Operations		Profession Dues & Assessments	23,225	5,645	Legal documentation was unavailable for our review. We noted that the Department of Finance considers administrative costs in excess of the \$250,000 to be not an enforceable item.
81	Project Operations		Other Supplies	48,420	9,684	Legal documentation was unavailable for our review. We noted that the Department of Finance considers administrative costs in excess of the \$250,000 to be not an enforceable item.
82	Riverwalk Subdivision	California Utility Consultan	Utility Project Mgmt Services - Riverwalk Subdivision	49,500		Reviewed Madera Development Agency's purchase order dated December 7, 2009
83	East Yosemite Widening Project		\$976,248 Expensed to Date			Legal documentation was unavailable for our review. Per City's Redevelopment Manager, this project is being eliminated.
84	Elm & Yosemite Traffic Signal		DDA - Impact Fees may fund project	412,500		Reviewed reimbursement agreement dated February 8, 2006, by and between the City of Madera and the Madera Redevelopment Agency. Reviewed disposition and development agreement dated September 13, 2010 between the Madera Redevelopment Agency and Ironhorse Elm, LLC.
85	Successor Agency Employee Cost		Project Management	220,000	44,000	Legal documentation was unavailable for our review
87	California Conservation Corps (6/8/11)	California Conservation Co	2011/12 Graffiti Abatement Crew - Contracted Services	29,084	29,084	Reviewed Madera Redevelopment Agency's purchase order dated January 16, 2010

**COUNTY OF MADERA
AGREED-UPON PROCEDURES TO THE
CITY OF MADERA REDEVELOPMENT
AND SUCCESSOR AGENCY**

Appendix 8 - Final ROPS ITEMS (Page 6 of 6)

# on final ROPS	Project name or area associated with the obligation	The payee	A description of the nature of the work/service agreed to	Total Outstanding Debt or Obligation	The amount of payments obligated to be made by month through June 30, 2012	Compare obligation as listed to legal documentation. (RDA must be a party to the contract)
88	Property Maintenance 428 Yosemite			60,000	12,000	Legal documentation was unavailable for our review
89	Property Maintenance 120 N. E St.			140,000	5,000	Legal documentation was unavailable for our review
90	Server upgrade		Server, switch, software, licensing	25,600	25,600	Reviewed purchase orders dated June 22, 2012
91	Replacement Housing Obligation		Loan & Incentives	1,240,000		Reviewed relocation plan for the 'Court House Project' South 'G' Street, Madera, CA dated February, 2008.
92	Bond Reserve Requirement			2,990,643		Legal documentation was unavailable for our review
93						
95	NSP3 Projects		Project Management	205,710	27,428	Legal documentation was unavailable for our review
96	Abandoned Vehicle Authority		Management	13,714	2,743	Legal documentation was unavailable for our review
97	Waste Tire Grant Management		Management	16,457	4,114	Legal documentation was unavailable for our review
98	CDBG		Management	216,132	72,044	Legal documentation was unavailable for our review
99	Property Maintenance 5 E. Yosemite			140,000	5,000	Legal documentation was unavailable for our review
100	State CalHFA Loan HELP	CALHFA	Loan for affordable Multi Family housing	1,068,582	132,153	Reviewed California housing Finance Agency loan agreement dated September 14, 2005 by and between the Madera Redevelopment Agency and the California Housing finance Agency.
101	Soil Remediation 1350 Yose	Krazan and Associates	EIR Soil and Grdwater Remediation - 1350 E. Yosemite (Contract: \$265,500 + 10% of \$26,550 = 292,050). Amend #1 - Add'l \$196,000 approved 5/11/11 Amend #2 - Increased \$196,000 agmt to \$209,172 (plus add'l 10% contg as needed) approved 6/8/11. (\$209,172+\$20,917=\$230,089)	177,802	177,802	Reviewed resolution number OB 12-05 approving an amendment to the agreement with Krazan and Associates, Inc. for the environmental services for soil and groundwater remediation at 1350 East Yosemite Avenue in the City of Madera.

REPORT TO THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

BOARD MEETING OF: September 17, 2012

AGENDA ITEM NUMBER: 3.2

APPROVED BY:



Executive Director

Subject: Housing Asset Transfer Form/Request to Meet and Confer

Summary: The Oversight Board will be provided information on the Department of Finance's response to the Housing Asset Transfer Form and our request to "Meet and Confer."

HISTORY/BACKGROUND

AB1484 required the submittal of a Housing Asset Transfer Form to the Department of Finance (DOF) by August 1, 2012. The Successor Agency and Successor Housing Agency approved and accepted the Housing Asset List at their meeting on August 8, 2012. (A copy is attached) We have received a request for clarification from the DOF on a number of items and they are objecting to the following Items:

Exhibit A – Real Property. Item #50 – Vacant Lot. The property is defined as an economic remnant with landscape improvements and is not considered a housing asset pursuant to HSC Section 34176 (e).

We concur. The property is located at 103 Grove. The property is an uneconomic remnant. Hardscape improvements were constructed in conjunction with the Olive Widening project. The property should be transferred to the City of Madera.

Exhibit A – Real Property, Item #370 – Low Mod Tenant Occupied Units. This item was included in the exhibit twice, under item 361 and 370.

We informed DOF of the error and concur with their findings. The listing under Item #370 should be deleted.

Exhibit C – Low Mod Encumbrances. The following items (Items 1-3) are not considered enforceable obligations (EO) pursuant to HSC 34171(d).

Item #1 – The Amended Grantee Agreement was executed after June 27, 2011.

On June 8, 2011, the former Redevelopment Agency amended the Affordability Covenants and Restrictions with Pacific West Communities for the Arborpoint Point project. The purpose of the amendment was to adjust the number of two (2), three (3) and four (4) bedroom units.

The original agreement was approved March 11, 2009. They are ruling that this is not an enforceable obligation because the amendment was executed after June 27, 2011.

Item #2-3 amounts were funding set-aside for a future affordable housing development project. However, no contracts have been executed to establish items as EOs.

These funds are 20% Housing Set Aside and bond proceeds. Our approved EOPS, ROPS I and ROPS II indicated these funds would be used to complete the Riverwalk Subdivision. This project is necessary to meet our replacement housing obligation as required by Health and Safety Code Section 33413. These obligations were created by acquisitions related to the Courthouse and Riverwalk Subdivision projects. We have requested that the Department of Finance provide a legal opinion relieving us of these obligations.

SITUATION

AB 1484 provides for a Meet and Confer process if we disagree with DOF rulings. We exercised our rights under this provision and were provided with the following response:

"We acknowledge receipt of your request to meet and confer. We are currently finalizing the procedures related to the meet and confer process and will contact you soon with instructions regarding how to proceed."

Thanks,

Department of Finance, Redevelopment Agency Administration

RECOMMENDATION

Information only; no action is required.

JET:sb

Attachment:

-Housing Asset List

City of Fresno
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of Asset a/	Legal Title and Description	Carrying Value of Asset	Total square footage	Square footage reserved for low-mod housing	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant b/	Date of transfer to Housing Successor Agency	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition by the former RDA	Interest in real property (option to purchase, easement, etc.)
1	Unimproved Land	514 North B Street: 007-022-002	(1)	(1)	(1)	(1)	CRL	2/1/12 (by memo) & 4/11/12 (by reso)	\$4,734,725 (2)	N/A	N/A	1/20/2006	
2	Unimproved Land	321 East Central: 007-022-008	(1)	(1)	(1)	(1)	CRL	same		N/A	N/A	3/20/2007	
3	Unimproved Land	315 East Central: 007-022-010	(1)	(1)	(1)	(1)	CRL	same		N/A	N/A	3/20/2007	
4	Unimproved Land	329 East Central: 007-022-006	(1)	(1)	(1)	(1)	CRL	same		N/A	N/A	3/20/2007	
5	Unimproved Land	325 East Central: 007-022-007	(1)	(1)	(1)	(1)	CRL	same		N/A	N/A	6/16/2008	
6	Unimproved Land	413 North B Street: 007-031-016	(1)	(1)	(1)	(1)	CRL	same		N/A	N/A	10/1/2008	
7	Unimproved Land	427 North B Street: 007-031-019	(1)	(1)	(1)	(1)	CRL	same		N/A	N/A	10/2/2008	
8	Unimproved Land	408/408-1/2 North A Street: 007-031-004;	(1)	(1)	(1)	(1)	CRL	same		N/A	N/A	1/16/2009	
9	Unimproved Land	420 North A Street: 007-031-001	(1)	(1)	(1)	(1)	CRL	same		N/A	N/A	3/31/2009	
10	Unimproved Land	421 North B Street: 007-031-018	(1)	(1)	(1)	(1)	CRL	same		N/A	N/A	4/7/2009	
11	Unimproved Land	No. C at Fresno River: 007-022-014	(1)	(1)	(1)	(1)	CRL	same		N/A	N/A	12/31/2009	
12	Unimproved Land	416 North A Street: 007-031-002	(1)	(1)	(1)	(1)	CRL	same		N/A	N/A	7/12/2010	
13	Unimproved Land	417 North B Street: 007-031-017	(1)	(1)	(1)	(1)	CRL	same		N/A	N/A	4/1/2010	
14	Unimproved Land	501 North C Street: 007-063-001	(1)	(1)	(1)	(1)	CRL	same		N/A	N/A	8/6/2008	
15	Unimproved Land	411 North B Street: 007-065-003	(1)	(1)	(1)	(1)	CRL	same		N/A	N/A	12/13/2006	
16													
17	Improved Lot	301 Percy Street: 008-142-042	\$10,000	4,500 sf	same	(3)	CRL	same	\$1,430,669 (4)	N/A	N/A	12/10/2009	
18	Improved Lot	307 Percy Street: 008-142-043	\$10,000	4,500 sf	same	(3)	CRL	same		N/A	N/A	"	
19	Improved Lot	313 Percy Street: 008-142-044	\$10,000	4,500 sf	same	(3)	CRL	same		N/A	N/A	"	
20	Improved Lot	319 Percy Street: 008-142-045	\$10,000	4,500 sf	same	(3)	CRL	same		N/A	N/A	"	

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21	Improved Lot	325 Percy Street: 008-142-046	\$10,000	4,500 sf	same	(3)	CRL	same		N/A	N/A	"	
22	Improved Lot	331 Percy Street: 008-142-047	\$10,000	4,500 sf	same	(3)	CRL	same		N/A	N/A	"	
23	Improved Lot	337 Percy Street: 008-142-048	\$10,000	4,500 sf	same	(3)	CRL	same		N/A	N/A	"	
24	Improved Lot	318 Percy Street: 008-142-053	\$10,000	4,500 sf	same	(3)	CRL	same		N/A	N/A	"	
25	Improved Lot	312 Percy Street: 008-142-054	\$10,000	4,500 sf	same	(3)	CRL	same		N/A	N/A	"	
26	Improved Lot	1418 Santa Fe Street: 008-142-055	\$10,000	4,500 sf	same	(3)	CRL	same		N/A	N/A	"	
27	Improved Lot	1414 Santa Fe Street: 008-142-056	\$10,000	4,500 sf	same	(3)	CRL	same		N/A	N/A	"	
28	Improved Lot	1410 Santa Fe Street: 008-142-057	\$10,000	4,500 sf	same	(3)	CRL	same		N/A	N/A	"	
29	Improved Lot	1406 Santa Fe Street: 008-142-058	\$10,000	4,500 sf	same	(3)	CRL	same		N/A	N/A	"	
30	Improved Lot	297 Elm Street: 008-142-059	\$10,000	4,500 sf	same	(3)	CRL	same		N/A	N/A	"	
31	Improved Lot	275 Elm Street: 008-142-060	\$10,000	4,500 sf	same	(3)	CRL	same		N/A	N/A	"	
32	Improved Lot	253 Elm Street: 008-142-061	\$10,000	4,500 sf	same	(3)	CRL	same		N/A	N/A	"	
33	Improved Lot	239 Elm Street: 008-142-062	\$10,000	4,500 sf	same	(3)	CRL	same		N/A	N/A	"	
34	Improved Lot	221 Elm Street: 008-142-063	\$10,000	4,500 sf	same	(3)	CRL	same		N/A	N/A	"	
35	Improved Lot	252 Percy Street: 008-142-064	\$10,000	4,500 sf	same	(3)	CRL	same		N/A	N/A	"	
36	Improved Lot	270 Percy Street: 008-142-065	\$10,000	4,500 sf	same	(3)	CRL	same		N/A	N/A	"	
37	Improved Lot	294 Percy Street: 008-142-066	\$10,000	4,500 sf	same	(3)	CRL	same		N/A	N/A	"	
38	Improved Lot	Outlot: 008-142-067	N/A	N/A	N/A	(3)	CRL	same		N/A	N/A	"	
39		:											
40	Unimproved Land	614 Sycamore/618 East 7th Street: 007-	(5)	(5)	(5)	(5)	CRL	same	\$1,292,914 (6)	N/A	N/A	11/20/2006	
41	Unimproved Land	624 East 7th Street: 007-203-023	(5)	(5)	(5)	(5)	CRL	same		N/A	N/A	11/20/2006	
42	Unimproved Land	620 East 7th Street: 007-203-022	(5)	(5)	(5)	(5)	CRL	same		N/A	N/A	12/7/2006	
43	Unimproved Land	623/625 East 7th Street: 007-203-018	(5)	(5)	(5)	(5)	CRL	same		N/A	N/A	2/8/2007	

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44	Unimproved Land	620 East 6th Street: 007-174-010	(5)	(5)	(5)	(5)	CRL	same		N/A	N/A	10/16/2007	
45	Unimproved Land	616 East 6th Street: 007-174-009	(5)	(5)	(5)	(5)	CRL	same		N/A	N/A	11/18/2009	
46		:											
47	23 Lot Subdivisio	Riverside Villas Subdivision - Lots 6-28:	\$10,000/lot	Avg 5,016 sf per lot	N/A	N/A	CRL	same	\$180,000	N/A	N/A	4/13/2011	
48		:											
49		Infill Housing Properties:											
50	Vacant Lot	103 Grove Street: 012-015-001	Unbuildable lot	N/A	N/A	N/A	CRL	same	\$20,776	N/A	N/A	4/19/2006	
51	Improved Lot	723 South A Street: 011-131-015	\$10,000	7,500 sf	7,500 sf	N/A	CRL	same	\$165,342	N/A	N/A	2/21/2007	
52	Improved Lot	425 Stinson Avenue: 011-213-011	\$10,000	3,000 sf	3,000 sf	N/A	CRL	same	\$146,338	N/A	N/A	11/2/2007	
53	Two Improved Lots	824 South B Street and 820 South B Street 011-162-005	\$10,000/per lot	7,500 sf per lot	7,500 sf per lot	N/A	CRL	same	\$210,220	N/A	N/A	1/28/2008	
54	Improved Lot	401 Hull Avenue: 011-233-017	\$10,000	7,500 sf	7,500 sf	N/A	CRL	same	\$153,747	N/A	N/A	6/26/2008	
55	Two Improved Lots	340 Stinson Ave: 011-233-030 344 Stinson Ave: 011-233-029	\$10,000/per lot	7,500 sf per lot	7,500 sf per lot	N/A	CRL	same	\$161,290	N/A	N/A	6/20/2008	
56	Two Improved Lots	338 Stinson Ave: 011-233-031 334 Stinson Ave: 011-233-032	\$10,000/per lot	7,500 sf per lot	7,500 sf per lot	N/A	CRL	same	\$189,051	N/A	N/A	7/31/2008	
57		217 North A Street: 007-092-013	\$10,000	7,500 sf	7,500 sf	N/A	CRL	same	\$63,096	N/A	N/A	7/10/2009	
58	Improved Lot	129 Fig Street: 008-022-014	\$10,000	9,710 sf	9,710 sf	N/A	CRL	same	\$71,052	N/A	N/A	12/3/2009	
59	Improved Lot	1708 North Lake Street: 004-170-007	\$10,000	38,768	38,768 sf	N/A	CRL	same	\$104,878	N/A	N/A	7/29/2010	
60	SF Home	1220 Nebraska	\$105,000	9,375 sf	9,375 sf	Yes	CRL	same	\$154,336	N/A	N/A	3/23/2007	
61	SF Home	1224 Nebraska	\$105,000	9,375 sf	9,375 sf	Yes	CRL	same	(purchased as 1 lot)			3/23/2007	
62	SF Home	303 Central Ave	\$107,000	8,775 sf	8,775 sf	Yes	CRL	same	\$158,727	N/A	N/A	11/17/2006	
63													
64	Low Mod Housing Covenant	1816 Jennings, 009-074-004	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	6/7/2007	
65	Low Mod Housing Covenant	309 North D Street, 007-081-008	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	7/23/2007	
66	Low Mod Housing Covenant	409 North A Street, 007-032-013	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	7/16/2007	

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67	Low Mod Housing Covenant	211 South P Street, 010-105-009	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	9/26/2007	
68	Low Mod Housing Covenant	418 South J Street, 010-182-005	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	9/11/2007	
69	Low Mod Housing Covenant	201 North B Street, 007-086-006	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	9/13/2007	
70	Low Mod Housing Covenant	1322 North D Street, 003-150-005	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	11/9/2007	
71	Low Mod Housing Covenant	412 North B Street, 007-064-003	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	3/11/2008	
72	Low Mod Housing Covenant	1000 East Yosemite Avenue, 008-021-006	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	3/1/2008	
73	Low Mod Housing Covenant	207 South A Street, 007-172-009	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	1/16/2008	
74	Low Mod Housing Covenant	1318 North D Street, 003-150-006	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	2/15/2008	
75	Low Mod Housing Covenant	222 South B Street, 007-164-005	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	5/19/2008	
76	Low Mod Housing Covenant	1317 North D Street, 004-131-004	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	3/23/2008	
77	Low Mod Housing Covenant	413 Wallace, 011-211-051	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	10/1/2008	
78	Low Mod Housing Covenant	200 North A Street, 007-086-005	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	9/24/2008	
79	Low Mod Housing Covenant	829 Sierra Street, 003-043-001	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	10/1/2008	
80	Low Mod Housing Covenant	316 Wallace, 011-231-008	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	10/14/2008	
81	Low Mod Housing Covenant	221 South J Street, 010-126-008	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	7/29/2008	
82	Low Mod Housing Covenant	1314 Rogers, 005-102-002	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	8/29/2008	
83	Low Mod Housing Covenant	408 North B Street, 007-064-004	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	7/1/2008	
84	Low Mod Housing Covenant	416 North D Street, 007-054-003	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	1/1/2009	
85	Low Mod Housing Covenant	1017 Bloker, 004-083-003	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	10/15/2009	
86	Low Mod Housing Covenant	412 North C Street, 007-062-003	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	7/1/2009	
87	Low Mod Housing Covenant	317 North C Street, 007-083-007	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	3/1/2010	
88	Low Mod Housing Covenant	325 North C Street, 007-083-008	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	3/1/2010	
89	Low Mod Housing Covenant	403 North B Street, 007-065-002	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	6/3/2008	
90	Low Mod Housing Covenant	405 North B Street, 007-083-007	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	6/3/2008	
91	Low Mod Housing Covenant	1006 West Yosemite Avenue, 010-104-002	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	2/28/2008	
92	Low Mod Housing Covenant	519 North D Street, 007-061-005	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	12/1/2008	
93	Low Mod Housing Covenant	1217 Mission Street, 005-150-005	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	8/10/2009	

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94	Low Mod Housing Covenant	112 South N Street, 010-111-017	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	9/10/2009	
95	Low Mod Housing Covenant	114 South N Street, 010-111-018	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	8/24/2009	
96	Low Mod Housing Covenant	111 North K Street, 010-082-009	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	1/26/2010	
97	Low Mod Housing Covenant	305 South I Street, 010-161-002	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	12/21/2009	
98	Low Mod Housing Covenant	513 James Way, 004-140-030	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	10/15/2009	
99	Low Mod Housing Covenant	311 South G Street, 010-163-007	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	8/6/2010	
100	Low Mod Housing Covenant	120 Fig Street, 008-021-036	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	9/13/2010	
101	Low Mod Housing Covenant	222 North B Street, 007-084-002	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	12/10/2009	
102	Low Mod Housing Covenant	208 South A Street, 007-166-003	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	9/1/2010	
103	Low Mod Housing Covenant	301 South J Street, 010-153-013	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	6/2/2009	
104	Low Mod Housing Covenant	313 South L Street, 010-151-012	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	7/12/2010	
105	Low Mod Housing Covenant	1717 Merced Street, 005-200-043	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	8/4/2010	
106	Low Mod Housing Covenant	220 East 10th Street, 011-081-014	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	1/18/2010	
107	Low Mod Housing Covenant	1721 Merced Street, 005-200-044	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	4/29/2011	
108	Low Mod Housing Covenant	1412 Sanarita Way, 005-200-072	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	2/8/2010	
109	Low Mod Housing Covenant	937 East 5th Street, 007-133-001	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	4/29/2010	
110	Low Mod Housing Covenant	1801 Merced Street, 005-200-045	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	5/14/2010	
111	Low Mod Housing Covenant	1200 Sherwood Way, 005-160-053	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	5/26/2010	
112	Low Mod Housing Covenant	300 Stadium Road, 012-110-038	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	5/21/2010	
113	Low Mod Housing Covenant	905 Cross Street, 008-013-017	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	4/12/2010	
114	Low Mod Housing Covenant	721 Clinton Street, 008-051-006	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	4/1/2010	
115	Low Mod Housing Covenant	910 East Yosemite Avenue 008-012-001	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	8/16/2010	
116	Low Mod Housing Covenant	1420 Popoli Way, 003-143-014	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	3/22/2010	
117	Low Mod Housing Covenant	1204 Sherwood Way, 005-160-052	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	6/14/2010	
118	Low Mod Housing Covenant	912 Merced Street, 005-044-007	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	2/16/2011	
119	Low Mod Housing Covenant	1106 Celeste Court, 005-150-053	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	5/13/2010	
120	Low Mod Housing Covenant	1212 Sanarita Way, 005-200-019	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/11/12 Reso	\$12,000	\$0	\$0	6/30/2010	

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121	Low Mod Housing Covenant	614 Vineyard Avenue, 011-094-008	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/1/12 Reso	\$12,000	\$0	\$0	6/14/2010	
122	Low Mod Housing Covenant	1212 East Lincoln Avenue, 005-031-008	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/1/12 Reso	\$12,000	\$0	\$0	7/8/2010	
123	Low Mod Housing Covenant	1813 Merced Street, 005-200-048	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/1/12 Reso	\$12,000	\$0	\$0	8/15/2011	
124	Low Mod Housing Covenant	1712 Merced Street, 005-140-049	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/1/12 Reso	\$12,000	\$0	\$0	10/14/2010	
125	Low Mod Housing Covenant	1805 Merced Street, 005-200-046	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/1/12 Reso	\$12,000	\$0	\$0	4/29/2011	
126	Low Mod Housing Covenant	1416 Wessmith Way, 005-172-033	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/1/12 Reso	\$12,000	\$0	\$0	9/1/2010	
127	Low Mod Housing Covenant	800 James Way, 004-150-008	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/1/12 Reso	\$12,000	\$0	\$0	10/7/2010	
128	Low Mod Housing Covenant	908 Cutting Street, 004-061-016	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/1/12 Reso	\$12,000	\$0	\$0	8/2/2010	
129	Low Mod Housing Covenant	305 North 'A' Street, 007-091-008	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/1/12 Reso	\$12,000	\$0	\$0	8/19/2010	
130	Low Mod Housing Covenant	715 South 'A' Street, 011-131-009	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/1/12 Reso	\$12,000	\$0	\$0	12/13/2010	
131	Low Mod Housing Covenant	1705 Merced St., 005-200-040	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/1/12 Reso	\$12,000	\$0	\$0	3/30/2011	
132	Low Mod Housing Covenant	417 East Central Avenue, 007-031-011	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/1/12 Reso	\$12,000	\$0	\$0	1/10/2011	
133	Low Mod Housing Covenant	1012 Sunrise Avenue, 001-211-024	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/1/12 Reso	\$12,000	\$0	\$0	4/18/2011	
134	Low Mod Housing Covenant	317 North D Street, 007-081-010	\$12,000	N/A	100%	Yes	CRL	2/1/12 Memo 4/1/12 Reso	\$12,000	\$0	\$0	5/13/113	
135													
136	MF Low Mod Covenant	301 North B Street, 007-193-016	\$55,945	9,370	7,808	Yes	CRL	2/1/12 Memo 4/1/12 Reso	\$55,945	\$0	\$30,055	7/1/2007	
137	MF Low Mod Covenant	118 Lyon, 007-132-003	\$69,375	2,388	1,592	Yes	CRL	2/1/12 Memo 4/1/12 Reso	\$69,375	\$0	\$17,344	9/13/2006	
138	MF Low Mod Covenant	317 S. B St, 007-193-007	\$64,324	9,312	7,760	Yes	CRL	2/1/12 Memo 4/1/12 Reso	\$64,324	\$0	\$0	12/20/2006	
139													
140	Low Mod Covenant-SF New Const	402 Manzana Ct., 008-082-032	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/1/12 Reso	N/A	N/A	N/A	8/28/1998	
141	Low Mod Covenant-SF New Const	420 Elm, 008-082-045	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/1/12 Reso	N/A	N/A	N/A	9/4/1998	
142	Low Mod Covenant-SF New Const	403 Manzana Ct., 008-083-039	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/1/12 Reso	N/A	N/A	N/A	9/22/1998	
143	Low Mod Covenant-SF New Const	714 So. C Street, 011-121-004	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/1/12 Reso	N/A	N/A	N/A	11/18/1998	
144	Low Mod Covenant-SF New Const	625 So. C Street, 011-082-014	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/1/12 Reso	N/A	N/A	N/A	12/9/1998	
145	Low Mod Covenant-SF New Const	325 Fig Street, 008-062-009	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/1/12 Reso	N/A	N/A	N/A	3/9/1999	
146	Low Mod Covenant-SF New Const	328 Hull Street, 011-232-005	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/1/12 Reso	N/A	N/A	N/A	4/20/1999	
147	Low Mod Covenant-SF New Const	424 Stinson, 011-212-002	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/1/12 Reso	N/A	N/A	N/A	5/13/1999	

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148	Low Mod Covenant-SF New Const	426 Stinson, 011-212-002	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	6/8/1999	
149	Low Mod Covenant-SF New Const	432 Hull Street, 011-211-054	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	6/8/1999	
150	Low Mod Covenant-SF New Const	900 Clinton, 008-073-013	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	6/21/1999	
151	Low Mod Covenant-SF New Const	431 Stinson, 011-213-023	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	6/22/1999	
152	Low Mod Covenant-SF New Const	411 Hull Street, 011-212-009	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	7/23/1999	
153	Low Mod Covenant-SF New Const	413 Hull Street, 011-212-010	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	7/1/1999	
154	Low Mod Covenant-SF New Const	911 Cross, 008-013-021	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	7/29/1999	
155	Low Mod Covenant-SF New Const	1013 South A Street, 011-232-011	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	7/8/1999	
156	Low Mod Covenant-SF New Const	912 Clinton, 008-073-025	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	8/9/1999	
157	Low Mod Covenant-SF New Const	720 Adelaide Street, 008-073-025	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	10/18/1999	
158	Low Mod Covenant-SF New Const	701 South D Street, 011-121-017	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	12/31/1999	
159	Low Mod Covenant-SF New Const	703 South D Street, 011-121-016	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	1/24/2000	
160	Low Mod Covenant-SF New Const	707 South D Street, 011-121-015	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	2/1/2000	
161	Low Mod Covenant-SF New Const	736 Lilly Street, 008-102-004	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	3/27/2000	
162	Low Mod Covenant-SF New Const	740 Lilly Street, 008-102-011	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	3/30/2000	
163	Low Mod Covenant-SF New Const	317 Hull Street, 011-233-019	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	4/24/2000	
164	Low Mod Covenant-SF New Const	826 Lilly Street, 008-102-015	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	4/21/2000	
165	Low Mod Covenant-SF New Const	325 Hull Street, 001-233-026	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	5/1/2000	
166	Low Mod Covenant-SF New Const	835 Adelaide Street, 008-102-017	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	5/1/2000	
167	Low Mod Covenant-SF New Const	825 Adelaide Street, 008-102-018	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	5/19/2000	
168	Low Mod Covenant-SF New Const	746 Lilly Street, 008-102-012	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	5/12/2000	
169	Low Mod Covenant-SF New Const	803 Adelaide Street, 008-102-020	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	5/12/2000	
170	Low Mod Covenant-SF New Const	836 Lilly Street, 008-102-004	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	5/8/2000	
171	Low Mod Covenant-SF New Const	913 So. B Street, 011-193-006	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	6/12/2000	

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172	Low Mod Covenant-SF New Const	735 Adelaide Street, 008-102-023	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	6/19/2000	
173	Low Mod Covenant-SF New Const	804 Lilly Street, 008-102-013	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	6/27/2000	
174	Low Mod Covenant-SF New Const	813 Adelaide Street, 008-102-019	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	6/29/2000	
175	Low Mod Covenant-SF New Const	739 Adelaide Street , 008-102-022	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	7/5/2000	
176	Low Mod Covenant-SF New Const	745 Adelaide Street, 008-102-021	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	9/22/2000	
177	Low Mod Covenant-SF New Const	814 Lilly Street, 008-102-014	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	12/1/2000	
178	Low Mod Covenant-SF New Const	1019 Cross Street, 008-021-024	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	2/6/2001	
179	Low Mod Covenant-SF New Const	451 Manzana Court , 008-082-051	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	3/30/2001	
180	Low Mod Covenant-SF New Const	467 Manzana Court, 008-082-049	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	3/30/2001	
181	Low Mod Covenant-SF New Const	459 Manzana Court, 008-082-050	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	4/6/2001	
182	Low Mod Covenant-SF New Const	448 Elm Avenue, 008-082-048	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	4/16/2001	
183	Low Mod Covenant-SF New Const	443 Manzana Court, 008-082-052	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	4/27/2001	
184	Low Mod Covenant-SF New Const	430 Elm Avenue, 008-082-046	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	5/30/2001	
185	Low Mod Covenant-SF New Const	440 Elm Avenue, 008-082-047	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	6/28/2001	
186	Low Mod Covenant-SF New Const	814 (820) Clinton .. 008-073-029	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	8/2/2001	
187	Low Mod Covenant-SF New Const	612 Lilly Street , 008-092-009	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	9/10/2001	
188	Low Mod Covenant-SF New Const	604 Lilly Street , 008-092-009	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	9/11/2001	
189	Low Mod Covenant-SF New Const	413 Vineyard Avenue , 008-071-013	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	9/18/2001	
190	Low Mod Covenant-SF New Const	427 Manzana Court , 008-082-025	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	9/17/2001	
191	Low Mod Covenant-SF New Const	411 Manzana Court , 008-082-035	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	9/14/2001	
192	Low Mod Covenant-SF New Const	540 Lilly Street , 008-092-008;009	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	10/12/2001	
193	Low Mod Covenant-SF New Const	530 Lilly Street , 008-093-022	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	10/3/2001	
194	Low Mod Covenant-SF New Const	560 Lilly Street , 008-092-009	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	10/19/2001	
195	Low Mod Covenant-SF New Const	510 Lilly Street , 008-072-008	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	10/31/2001	

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196	Low Mod Covenant-SF New Const	550 Lilly Street , 013-151-003	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	10/29/2001	
197	Low Mod Covenant-SF New Const	520 Lilly Street , 008-072-008	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	10/29/2001	
198	Low Mod Covenant-SF New Const	435 Manzana Court , 008-082-053	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	11/17/2001	
199	Low Mod Covenant-SF New Const	622 Lilly Street , 008-092-009	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	12/24/2001	
200	Low Mod Covenant-SF New Const	765 Sawmill Street , 008-092-007	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	1/3/2002	
201	Low Mod Covenant-SF New Const	628 Lilly Street , 008-093-012	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	1/14/2002	
202	Low Mod Covenant-SF New Const	,	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A		
203	Low Mod Covenant-SF New Const	645 Soquel Court , 008-092-008	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	2/1/2002	
204	Low Mod Covenant-SF New Const	655 Soquel Court , 008-093-002	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	1/31/2002	
205	Low Mod Covenant-SF New Const	570 Lilly Street , 008-093-018	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	2/5/2002	
206	Low Mod Covenant-SF New Const	580 Lilly Street , 008-093-017	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	2/5/2002	
207	Low Mod Covenant-SF New Const	,	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A		
208	Low Mod Covenant-SF New Const	590 Lilly Street , 008-093-016	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	2/19/2002	
209	Low Mod Covenant-SF New Const	419 Manzana Court , 008-082-055	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	2/19/2002	
210	Low Mod Covenant-SF New Const	675 Soquel Court , 008-093-004	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	2/7/2002	
211	Low Mod Covenant-SF New Const	665 Soquel Court , 008-093-003	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	5/3/2002	
212	Low Mod Covenant-SF New Const	632 Lilly Street , 008-093-009	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	2/13/2002	
213	Low Mod Covenant-SF New Const	668 Soquel Court , 008-093-006	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	4/12/2002	
214	Low Mod Covenant-SF New Const	658 Soquel Court , 008-093-007	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	3/1/2002	
215	Low Mod Covenant-SF New Const	755 Sawmill , 008-093-009	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	3/22/2002	
216	Low Mod Covenant-SF New Const	678 Soquel Court , 008-093-005	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	3/1/2002	
217	Low Mod Covenant-SF New Const	648 Soquel Court , 008-093-008	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	3/20/2002	
218	Low Mod Covenant-SF New Const	428 Knox Street , 011-213-002	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	5/10/2002	
219	Low Mod Covenant-SF New Const	820 South D Street , 011-152-006	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	5/20/2002	

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220	Low Mod Covenant-SF New Const	736 Adelaide , 008-101-015	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	7/2/2002	
221	Low Mod Covenant-SF New Const	204 Elm Avenue , 008-022-028	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	7/17/2003	
222	Low Mod Covenant-SF New Const	1324 Santa Fe Court , 008-043-021	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	7/11/2003	
223	Low Mod Covenant-SF New Const	208 Elm Avenue , 008-022-025	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	7/20/2003	
224	Low Mod Covenant-SF New Const	1314 Santa Fe Court , 008-043-019	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	7/30/2003	
225	Low Mod Covenant-SF New Const	1310 Santa Fe Court , 008-043-018	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	8/15/2003	
226	Low Mod Covenant-SF New Const	1320 Santa Fe Court , 008-043-020	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	10/1/2003	
227	Low Mod Covenant-SF New Const	1319 Santa Fe Court , 008-043-003	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	7/31/2003	
228	Low Mod Covenant-SF New Const	1306 Santa Fe Court , 008-043-017	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	9/15/2003	
229	Low Mod Covenant-SF New Const	1307 Santa Fe Court , 008-043-016	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	10/3/2003	
230	Low Mod Covenant-SF New Const	1309 Santa Fe Court , 008-043-015	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	8/13/2003	
231	Low Mod Covenant-SF New Const	1313 Santa Fe Court , 008-043-014	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	9/5/2003	
232	Low Mod Covenant-SF New Const	1325 Santa Fe Court , 008-043-012	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	7/17/2003	
233	Low Mod Covenant-SF New Const	1221 Avila Way , 008-082-007	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	10/3/2003	
234	Low Mod Covenant-SF New Const	124 Elm Avenue , 008-022-025	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	10/30/2003	
235	Low Mod Covenant-SF New Const	120 Elm Avenue , 008-022-030	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	11/7/2003	
236	Low Mod Covenant-SF New Const	128 Elm Avenue , 008-022-025	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	11/7/2003	
237	Low Mod Covenant-SF New Const	132 Elm Avenue , 008-022-025	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	11/7/2003	
238	Low Mod Covenant-SF New Const	201 Fig Avenue , 008-022-020	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	11/10/2003	
239	Low Mod Covenant-SF New Const	200 Elm Avenue , 008-022-025	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	11/7/2003	
240	Low Mod Covenant-SF New Const	1209 Avila Way , 008-082-059	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	11/6/2003	
241	Low Mod Covenant-SF New Const	1215 Avila Way , 0089082-007	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	11/21/2003	
242	Low Mod Covenant-SF New Const	1203 Avila Way , 008-082-058	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	11/3/2003	
243	Low Mod Covenant-SF New Const	718 South D Street , 011-112-005	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	12/12/2003	

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44	Low Mod Covenant-SF New Const	223 So. B Street , 007-193-006	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	2/13/2004	
45	Low Mod Covenant-SF New Const	375 South Lake Street , 007-202-002	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	5/4/2004	
46	Low Mod Covenant-SF New Const	431 Fig Avenue , 008-082-068	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	6/4/2004	
47	Low Mod Covenant-SF New Const	437 Fig Avenue , 008-082-067	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	6/4/2004	
48	Low Mod Covenant-SF New Const	441 Fig Avenue , 088-082-007	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	6/4/2004	
49	Low Mod Covenant-SF New Const	808 South C Street , 011-161-003	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	6/25/2004	
50	Low Mod Covenant-SF New Const	458 Manzana Court , 008-082-064	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	7/30/2004	
51	Low Mod Covenant-SF New Const	448 Manzana Court , 088-082-063	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	7/30/2004	
52	Low Mod Covenant-SF New Const	1229 Avila Way , 008-082-062	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	8/9/2004	
53	Low Mod Covenant-SF New Const	468 Manzana Court , 008-082-065	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	8/20/2004	
54	Low Mod Covenant-SF New Const	941 Drysdale, 008-12-007	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	11/4/2004	
55	Low Mod Covenant-SF New Const	935 Drysdale, 008-120-008	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	11/15/2004	
56	Low Mod Covenant-SF New Const	975 Drysdale, 008-120-004	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	11/15/2004	
57	Low Mod Covenant-SF New Const	911 Drysdale, 008-120-010	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	11/19/2004	
58	Low Mod Covenant-SF New Const	853 Drysdale, 008-120-016	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	11/29/2004	
59	Low Mod Covenant-SF New Const	893 Drysdale, 0008-120-010	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	11/29/2004	
60	Low Mod Covenant-SF New Const	863 Drysdale, 008-120-014	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	12/3/2004	
61	Low Mod Covenant-SF New Const	923 Drysdale, 008-120-009	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	12/3/2004	
62	Low Mod Covenant-SF New Const	964 Drysdale, 008-120-038	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	12/4/2004	
63	Low Mod Covenant-SF New Const	857 Drysdale, 008-120-015	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	12/6/2004	
64	Low Mod Covenant-SF New Const	906 Drysdale, 008-120-042	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	12/7/2004	
65	Low Mod Covenant-SF New Const	918 Drysdale, 008-120-041	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	12/7/2004	
66	Low Mod Covenant-SF New Const	1077 Koufax, 008-120-023	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	12/7/25004	
67	Low Mod Covenant-SF New Const	1011 Koufax, 008-120-026	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	12/8/2004	

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68	Low Mod Covenant-SF New Const	989 Drysdale, 008-120-003	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	12/13/2004	
69	Low Mod Covenant-SF New Const	965 Drysdale, 008-120-005	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	12/14/2004	
70	Low Mod Covenant-SF New Const	1033 Koufax, 008-120-025	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	12/14/2004	
71	Low Mod Covenant-SF New Const	959 Drysdale, 008-120-006	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	12/17/2004	
72	Low Mod Covenant-SF New Const	847 Drysdale , 008-120-017	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	12/20/2004	
73	Low Mod Covenant-SF New Const	882 Drysdale, 008-120-044	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	12/22/2004	
74	Low Mod Covenant-SF New Const	851 Lilly , 008-120-029	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	12/22/2004	-
75	Low Mod Covenant-SF New Const	844 Drysdale, 008-120-049	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	12/23/2004	
76	Low Mod Covenant-SF New Const	850 Drysdale, 008-120-048	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	12/23/2004	
77	Low Mod Covenant-SF New Const	1089 Koufax, 008-120-024	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	12/23/2004	
78	Low Mod Covenant-SF New Const	1091 Koufax, 008-120-021	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	12/23/2004	
79	Low Mod Covenant-SF New Const	845 Lilly , 008-120-028	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	12/23/2004	
80	Low Mod Covenant-SF New Const	861 Lilly, 008-120-031	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	12/23/2004	
81	Low Mod Covenant-SF New Const	883 Lilly, 008-120-033	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	12/23/2005	
82	Low Mod Covenant-SF New Const	938 Drysdale, 008-120-040	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	12/27/2004	
83	Low Mod Covenant-SF New Const	835 Drysdale , 008-120-020	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	12/28/2004	
84	Low Mod Covenant-SF New Const	840 Drysdale, 008-120-050	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	12/28/2004	
85	Low Mod Covenant-SF New Const	843 Drysdale, 008-120-018	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	12/28/2004	
86	Low Mod Covenant-SF New Const	891 Lilly, 008-120-034	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	12/29/2004	
87	Low Mod Covenant-SF New Const	871 Lilly , 008-120-032	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	12/30/2004	
88	Low Mod Covenant-SF New Const	901 Drysdale, 008-120-011	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	1/3/2005	
89	Low Mod Covenant-SF New Const	1048 Podres, 008-120-037	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	1/4/2005	
90	Low Mod Covenant-SF New Const	855 Lilly, 008-120-028	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	1/7/2005	
91	Low Mod Covenant-SF New Const	870 Drysdale, 008-120-045	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	1/13/2005	

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32	Low Mod Covenant-SF New Const	839 Drysdale, 008-120-019	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	1/14/2005	
33	Low Mod Covenant-SF New Const	956 Drysdale, 008-120-039	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	1/19/2005	
34	Low Mod Covenant-SF New Const	1055 Koufax, 008-120-024	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	1/20/2005	
35	Low Mod Covenant-SF New Const	854 Drysdale, 008-120-047	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	1/21/2005	
36	Low Mod Covenant-SF New Const	860 Drysdale, 008-120-046	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	1/28/2005	
37	Low Mod Covenant-SF New Const	898 Drysdale, 008-120-043	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	1/28/2005	
38	Low Mod Covenant-SF New Const	875 Drysdale, 008-120-013	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	1/31/2005	
39	Low Mod Covenant-SF New Const	909 Lilly, 008-120-035	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	2/3/2005	
40	Low Mod Covenant-SF New Const	841 Lilly Street, 008-120-027	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	2/24/2005	
41	Low Mod Covenant-SF New Const	915 Lilly Street, 008-120-036	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	3/1/2005	
42	Low Mod Covenant-SF New Const	1005 East Sixth Street, 008-021-004	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	4/18/2005	
43	Low Mod Covenant-SF New Const	1117 Lincoln Avenue, 008-021-004	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	4/29/2005	
44	Low Mod Covenant-SF New Const	403 Adelaide, 008-072-001	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	3/3/2006	
45	Low Mod Covenant-SF New Const	502 Lilly, 008-093-025	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	3/24/2006	
46	Low Mod Covenant-SF New Const	638 Adelaide, 008-091-009	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	6/7/2006	
47	Low Mod Covenant-SF New Const	907 South B Street, 011-193-009	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	8/13/1996	
48	Low Mod Covenant-SF New Const	523 South C Street, 011-052-009	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	9/23/1996	
49	Low Mod Covenant-SF New Const	529 South C Street, 011-052-008	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	6/20/1996	
50	Low Mod Covenant-SF New Const	714 South C Street, 011-121-004	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	11/18/1998	
51	Low Mod Covenant-SF New Const	907 South C Street, 011-192-015	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	4/26/1996	
52	Low Mod Covenant-SF New Const	911 South C Street, 011-192-014	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	7/1/2003	
53	Low Mod Covenant-SF New Const	614 South D Street, 011-074-020	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	6/27/1996	
54	Low Mod Covenant-SF New Const	618 South D Street, 011-074-021	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	8/1/1996	
55	Low Mod Covenant-SF New Const	726 Adelaide Street, 008-101-017	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	10/19/1994	

i #	Type of Asset a/	Legal Title and Description	Carrying Value of Asset	Total square footage	Square footage reserved for low-mod housing	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant b/	Date of transfer to Housing Successor Agency	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition by the former RDA	Interest in real property (option to purchase, easement, etc.)
6	Low Mod Covenant-SF New Const	810 Adelaide Street, 008-101-012	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	8/34/1995	
7	Low Mod Covenant-SF New Const	849 Clinton Street, 008-052-033	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	1/20/1997	
8	Low Mod Covenant-SF New Const	401 Fig Street, 008-082-030	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	6/9/1998	
9	Low Mod Covenant-SF New Const	403 Fig Street, 008-082-029	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	6/11/1998	
10	Low Mod Covenant-SF New Const	407 Fig Street, 008-082-027	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	8/28/1998	
11	Low Mod Covenant-SF New Const	324 Hull Street, 011-232-006	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	2/6/1995	
12	Low Mod Covenant-SF New Const	412 Hull Street, 011-211-052	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	8/31/1995	
13	Low Mod Covenant-SF New Const	416 Hull Street, 011-211-050	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	9/19/1995	
14	Low Mod Covenant-SF New Const	427 Hull Street, 011-212-036	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	8/19/1996	
15	Low Mod Covenant-SF New Const	431 Hull Street, 011-212-035	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	1/18/1996	
16	Low Mod Covenant-SF New Const	312 Knox Street, 011-213-025	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	9/1/1996	
17	Low Mod Covenant-SF New Const	412 Knox Street, 011-213-025	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	10/6/1995	
18	Low Mod Covenant-SF New Const	319 Magnolia , 008-061-016	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	4/2/1996	
19	Low Mod Covenant-SF New Const	404 Manzana Street, 008-082-033	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	7/27/1998	
20	Low Mod Covenant-SF New Const	405 Manzana Street, 008-082-038	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	5/14/1998	
21	Low Mod Covenant-SF New Const	409 Manzana Street, 008-082-036	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	6/3/1998	
22	Low Mod Covenant-SF New Const	401 Roosevelt Street, 011-211-041	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	7/24/1995	
23	Low Mod Covenant-SF New Const	405 Roosevelt Street, 011-211-043	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	7/28/2005	
24	Low Mod Covenant-SF New Const	409 Roosevelt Street, 011-211-042	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	7/26/1995	
25	Low Mod Covenant-SF New Const	417 Roosevelt Street, 011-211-038	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	7/24/1995	
26	Low Mod Covenant-SF New Const	425 Roosevelt Street, 011-211-035	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	10/10/1995	
27	Low Mod Covenant-SF New Const	309 Stinson Avenue, 011-234-023	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	5/24/1995	
28	Low Mod Covenant-SF New Const	409 Stinson Avenue, 011-213-008	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	11/21/1994	
29	Low Mod Covenant-SF New Const	623 Vineyard Avenue, 008-091-028	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	4/12/1996	

#	Type of Asset a/	Legal Title and Description	Carrying Value of Asset	Total square footage	Square footage reserved for low-mod housing	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant b/	Date of transfer to Housing Successor Agency	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition by the former RDA	Interest in real property (option to purchase, easement, etc.)
1	Low Mod Covenant-SF New Const	233 Wallace Avenue, 011-253-010	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	10/4/1994	
1	Low Mod Covenant-SF New Const	404 Wallace Avenue, 011-211-044	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	3/1/1996	
2	Low Mod Covenant-SF New Const	408 Wallace Avenue, 011-211-009	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	1/9/1996	
3	Low Mod Covenant-SF New Const	409 Wallace Avenue, 011-211-053	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	4/26/1996	
1	Low Mod Covenant-SF New Const	412 Wallace Avenue, 011-211-041	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	3/6/1996	
5	Low Mod Covenant-SF New Const	416 Wallace Avenue, 011-211-039	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	3/11/1996	
3	Low Mod Covenant-SF New Const	417 Wallace Avenue, 011-211-049	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	1/31/1996	
7	Low Mod Covenant-SF New Const	421 Wallace Avenue, 011-211-047	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	3/11/1996	
3	Low Mod Covenant-SF New Const	720 South D Street, 011-112-006	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	10/25/1996	
3	Low Mod Covenant-SF New Const	413 Wallace Avenue, 011-211-051	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	3/24/1996	
1	Low Mod Covenant-SF New Const	341 Stinson Avenue , 008-142-022	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	10/16/1996	
1	Low Mod Covenant-SF New Const	417 Stinson Avenue , 011-213-028	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	10/11/1995	
2	Low Mod Covenant-SF New Const	619 Vineyard Avenue , 008-091-029	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	3/5/1996	
3	Low Mod Covenant-SF New Const	408 Elm Street, 008-082-021	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	2/6/1995	
4	Low Mod Covenant-SF New Const	317 Elm Street, 008-142-017	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	3/20/1995	
5	Low Mod Covenant-SF New Const	701 Clinton Street, 008-051-035	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	8/8/1996	
3	Low Mod Covenant-SF New Const	1126 Washington Avenue, 008-061-027	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	1/26/1995	
7	Low Mod Covenant-SF New Const	408 Knox Street, 011-213-026	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	10/26/1995	
3	Low Mod Covenant-SF New Const	420 North D Street, 007-054-002	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	3/18/2010	
9	Low Mod Covenant-SF New Const	215 South J Street, 010-126-010	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	10/1/2010	
0	Low Mod Covenant-SF New Const	307 South J Street, 010-153-012	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	3/3/2011	
1	Low Mod Covenant-SF New Const	209 Cypress Street, 012-022-008	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	4/13/2011	
2	Low Mod Covenant-SF New Const	321 South J Street, 010-153-008	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	6/1/2011	
3			(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A		

#	Type of Asset a/	Legal Title and Description	Carrying Value of Asset	Total square footage	Square footage reserved for low-mod housing	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant b/	Date of transfer to Housing Successor Agency	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition by the former RDA	Interest in real property (option to purchase, easement, etc.)
1	Sunrise Terrace Apartments	601 Sunrise Ave, 011-094-024	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	9/30/1994	
3	Yosemite Manor	108 P St, 010-102-005	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	5/13/2008	
3	Low Mod SF Rehab	415 N. D St, 007-062-009	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	12/9/2009	
7			(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A		
3	Low Mod Tenant Occupied Units	323 Magnolia, 008-061-022	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	1/31/2006	
3	Low Mod Tenant Occupied Units	308 N. B St, 007-083-004	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	3/21/2011	
3	Low Mod Tenant Occupied Units	209 Cypress, 012-022-008	(7)	N/A	N/A	Yes	CRL	2/1/12 Memo 4/11/12 Reso	N/A	N/A	N/A	Pending	
1													
2													
3													
4													
5													
3													

a/ Asset types may include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

b/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

- 1 Property acquired for purpose of developing Riverwalk Subdivision, 30/40 SF affordable units. The project is in design phase.
- Includes acquisition cost/demo/relocation/planning & engineering costs related to the 15 properties assembled for Riverwalk Subdivision.
- 2 Sugar Pine Village (SPV) Subdivision - 21 improved lots to be sold to developer for construction of SF affordable units.
- Includes acquisition cost/demo/relocation/planning & engineering costs related to the properties assembled for SPV subdivision.
- 3 Property acquired for purpose of developing Midtown Subdivision, 11 SF affordable units. The construction of off-site improvements was bid-ready at the time of dissolution.
- Includes acquisition cost/demo/relocation/planning & engineering costs related to the properties assembled for Midtown subdivision.
- 4 Value varies per date of non-compliance.

City of Madera
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of housing built or acquired with enforceably obligated funds a/	Date contract for Enforceable Obligation was executed	Contractual counterparty	Total amount currently owed for the Enforceable Obligation	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant b/	Current owner of the property	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition of the property
1	Low Mod MF Housing	3/11/2009	Pacific West Communities, Inc.	375,000	Yes	CRL	Pacific West Communities, Inc.	\$375,000	\$0	\$16,716,841	2011-2012
2	Replacement Housing Obligations			1,240,000	N/A	CRL Section 33413(d)[1]	N/A	\$6.2 Mil in current projects			
3	Housing Bond Encumbrances	9/10/2008	Bond Holders	806,991	N/A	2008B Bond Indenture	N/A	\$6.2 Mil in current projects			
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20											

a/ May include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

b/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

REPORT TO THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

BOARD MEETING OF: September 17, 2012

AGENDA ITEM NUMBER: 3.3

APPROVED BY:


Executive Director

Subject: Report on Redevelopment Legislation

Summary: The Oversight Board will be provided with an update of recent legislation as it relates to redevelopment/economic development activities.

HISTORY/BACKGROUND

Three (3) bills that would expand the ability of cities and counties to divert property taxes for local development projects are on the governor's desk. The bills would revamp the funding mechanism that diverts property taxes if an area is designated for development. Unlike redevelopment law, none of the property taxes could come from the taxes that fund schools. The bills are:

1. **SB 1156 (Steinberg)** – This bill could create new entities called Sustainable Communities Investment Authorities. Although similar to redevelopment agencies, they would allow counties and other agencies to withhold their property tax contributions if they don't support the development project.
2. **SB 214 (Wolk)** – The bill would remove the voter approval requirement currently needed to create an infrastructure financing district and issue bonds. It would also expand the types of projects that could be financed and requires districts to provide greater evidence that they benefit the community through regular reporting to affected property owners and other taxing entities.
3. **AB 2144 (J. Perez)** – This would not eliminate the voter approval process but would reduce it from two-thirds to 55%.

The California Taxpayers' Association opposes all three (3) bills because they reduce, eliminate or bypass voter approval requirements.

RECOMMENDATION

Information only; no action is required.

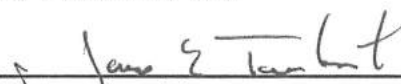
JET:sb

REPORT TO THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

BOARD MEETING OF: September 17, 2012

AGENDA ITEM NUMBER: 4.1

APPROVED BY:


Executive Director

Subject: Public Hearing Regarding the Consideration of Resolutions Acknowledging and Approving the 33433 Report Concerning the Sale of Real Property Located at 109 South B Street (APN 007-165-011) and 111 South B Street (APN 007-165-010) and Disposition and Development Agreement with Camarena Health

Summary: This is a noticed public hearing of the Oversight Board regarding the sale of Successor Agency owned property located at 109 South B Street and 111 South B Street. The buyer is Camarena Health and the sales price is \$67,500.00.

HISTORY/BACKGROUND

By previous action, the former Madera Redevelopment Agency acquired property at 109 and 111 South B Street. The asbestos was removed and the structures were demolished. Following the dissolution of redevelopment, the property was transferred to the Successor Agency by "exit memorandum" on February 8, 2012 and by "resolution" on April 11, 2012. The Oversight Board adopted a resolution acknowledging the transfer on April 11, 2012. Combined, the two vacant lots total approximately 11, 250 square feet. Peter Cooper appraised the property for \$67,500.00.

SITUATION

Camarena Health has successfully applied for a grant to construct a two-story 16,000± sf building that will house dental and medical services. The recently approved Reciprocal Easement Agreement with the Successor Agency did not provide enough parking. The intent is to construct thirteen parking spaces in conjunction with the office project and complete the construction of a two-story 4,416± office within two years. Management and administrative functions would be housed in the new office.

RECOMMENDATION

Staff recommends the Oversight Board adopt the following resolutions:

1. A resolution acknowledging and approving the sale of property located at 109 and 111 South B Street to Camarena Health.
2. A resolution acknowledging and approving the Disposition and Development Agreement between Successor Agency of the former Madera Redevelopment Agency and Camarena Health .

JET:sb

Attachments:

- Resolutions (2)
- 33433 Report
- Map
- DDA

RESOLUTION NO. OB-

RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, CALIFORNIA ACKNOWLEDGING AND APPROVING THE SALE OF PROPERTY KNOWN AS THE SALE OF PROPERTY KNOWN AS 109 AND 111 SOUTH 'B' STREETS FOR THE CONSTRUCTION OF A 4,416± SQUARE FOOT BUILDING FOR MEDICAL OFFICES WITH 13 PARKING STALLS ON SITE LOCATED IN THE CITY OF MADERA

WHEREAS, Camarena Health has applied to purchase property from the Successor Agency for the construction of a 4,416± square foot building for medical offices with 13 parking stalls on site located at 109 and 111 South 'B' Streets (the "Project"); and

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

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

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

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

NOW, THEREFORE, THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY hereby finds, determines,

resolves and orders as follows:

1. The above recitals are true and correct.
2. The Oversight Board has reviewed and considered the sale of the property known as 109 and 111 South 'B' Streets as contemplated in the Agreement as approved and presented by the Successor Agency to the former Madera Redevelopment Agency.
3. The sale of the property known as 109 and 111 South 'B' Streets as contemplated in the Agreement as approved and presented by the Successor Agency to the former Madera Redevelopment Agency is hereby approved.
4. This resolution is effective immediately upon adoption

* * * * *

RESOLUTION NO. OB-

RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, CALIFORNIA ACKNOWLEDGING AND APPROVING DISPOSITION AND DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION OF A 4,416± SQUARE FOOT BUILDING FOR MEDICAL OFFICES WITH 13 PARKING STALLS ON SITE AT 109 AND 111 SOUTH 'B' STREETS

WHEREAS, CAMARENA HEALTH, has applied to purchase property from the Successor Agency the construction of 4,416± square foot building for medical offices with 13 parking stalls on site located at 109 and 111 South 'B' Streets (the "Project"); and

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

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

WHEREAS, the Agreement is in the best interest of the Developer and Successor Agency in that it will allow the construction of a 4,416± square foot building for medical offices with 13 parking stalls on site in the Southeast area of Madera.

NOW, THEREFORE, THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY hereby finds, determines, resolves and orders as follows:

1. The above recitals are true and correct.
2. The Oversight Board has reviewed and considered the proposed Agreement as approved and presented by the Successor Agency to the former Madera Redevelopment Agency.

3. The Agreement as approved and presented by the Successor Agency to the former Madera Redevelopment Agency, a copy of which is on file in the office of the Executive

Director of the Successor Agency and referred to for further particulars, is hereby approved.

4. This resolution is effective immediately upon adoption.

**SUMMARY REPORT PURSUANT TO
SECTION 33433
OF THE
CALIFORNIA COMMUNITY REDEVELOPMENT LAW
ON A
DISPOSITION AND DEVELOPMENT AGREEMENT
BY AND BETWEEN THE
MADERA REDEVELOPMENT AGENCY
AND
CAMARENA HEALTH**

This summary report has been prepared for the Madera Redevelopment Agency ("Agency") pursuant to Section 33433 of the California Health and Safety Code. This report sets forth certain details of the proposed Disposition and Development Agreement between the Agency and Camarena Health ("Developer"). The site is located at 109 South B Street and 111 South B Street, parcel numbers 007-165-010 and 007-165-011, and are vacant lots.

I. A copy of the proposed Disposition and Development Agreement between the Agency and Developer is available upon request to the Successor Agency to the former Madera Redevelopment Agency, 428 East Yosemite Avenue, Madera, California, 93638, telephone (559) 661-5110.

II. The proposed sale of land to the developer is summarized as follows:

A. The cost of the Agreement to Agency:

1 Acquisition of Land	
109 South B Street	\$220,000.00
111 South B Street	172,000.00
2 Title and Escrow Fees	
109 South B Street	1,712.00
111 South B Street	1,936.00
3 Appraisal Fees	
109 South B Street	2,150.00
111 South B Street	1,650.00
4 Demolition - Engineering	
109 South B Street	18,350.00
111 South B Street	16,400.00
5 Demolition - Construction	
109 South B Street	16,778.00
111 South B Street	15,000.00
6 Environmental Assessment	
109 South B Street	2,500.00
111 South B Street	2,175.00
7 Environmental Cleanup	
109 South B Street	27,976.00
111 South B Street	19,820.00
8 Public Notices	
109 South B Street	135.00
111 South B Street	243.00
9 City BID and Park Assessment Fees	
109 South B Street	120.00
111 South B Street	85.26
Subtotal	\$519,030.26
Less Sales Price	-67,500.00
Net Cost to Agency	\$451,530.26

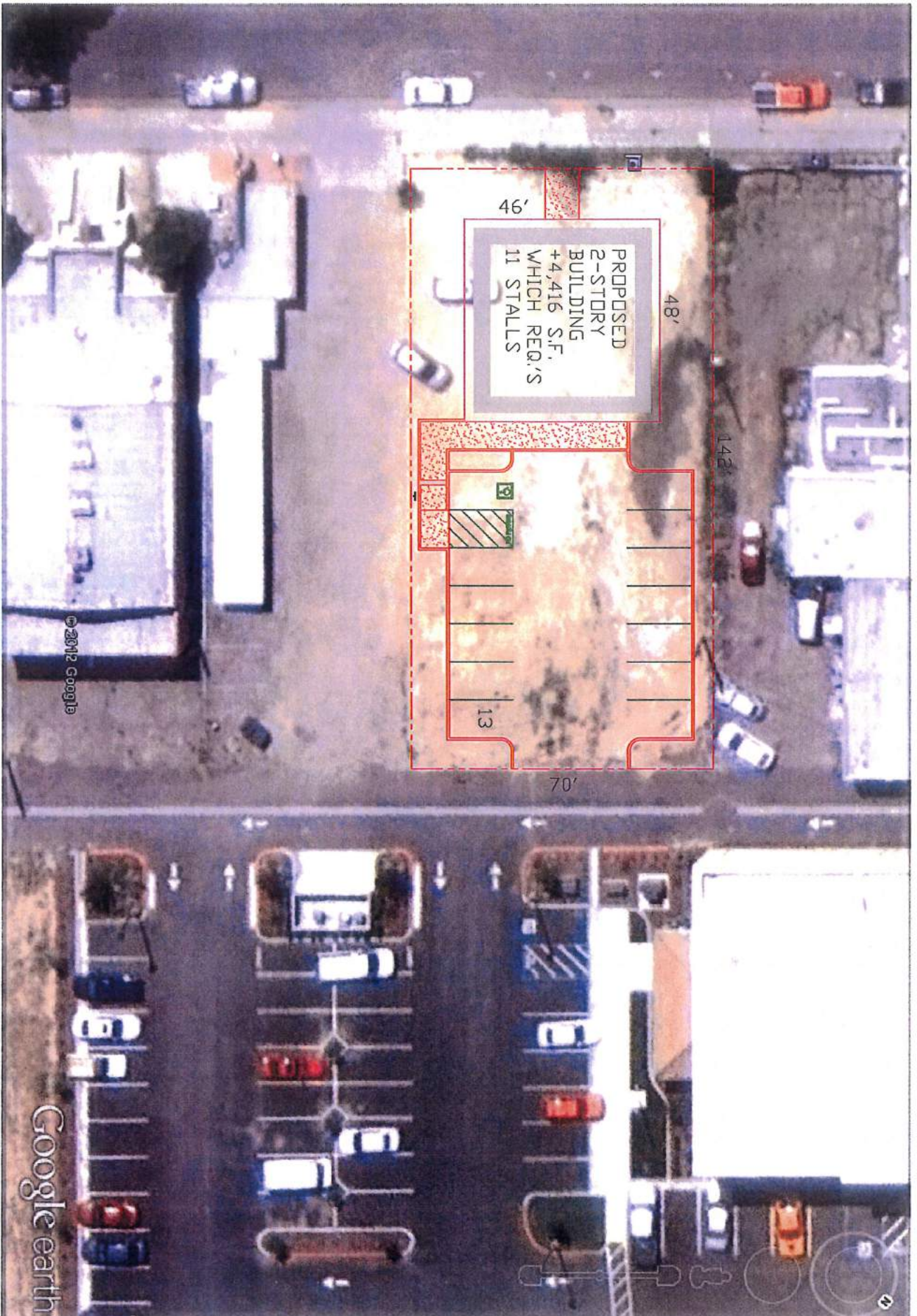
- B. The highest and best use permitted under the City of Madera General Plan is for commercial use of the property. The estimated value of the interest conveyed, determined the highest uses permitted for the area is \$67,500.00.
- C. The purchase price pursuant to the proposed agreement is \$67,500.00.
- D. The amount of the purchase price is fair market value of the subject parcel. The cost of the property to the Agency is more than the purchase price. However, staff is of the opinion that the cost to the Agency and the purchase price are justified based on several factors, including:
 - 1. The Agency has acquired and improved the property.
 - 2. The proposed agreement will upgrade Downtown Madera, the East Yosemite corridor, and the Project Area.
 - 3. The project has eliminated a blighted condition.
 - 4. The proposed agreement will stimulate new investment beneficial to the citizens of Madera.
 - 5. The proposed agreement will further the objectives of the Redevelopment Plan.
 - 6. The purchase price is consistent with, and based upon previous sales in the area.

III. Salient Points of the Agreement

- A. The proposed development will occupy approximately 11,249 sf (.26 acres) located on the southeast corner of South B Street at the East Yosemite Avenue intersection.
- B. Developer Responsibilities
 - 1. The Developer will purchase the site from the Agency for \$67,500.00.
 - 2. The Developer will construct 4,416 ± square feet of medical office space with 13 parking stalls.
 - 3. The Developer will submit a site plan and construction schedule for the development of the project.
- C. Agency Responsibilities
 - 1. The Agency will convey the property to the Developer for \$67,500.00.

IV. Blight Elimination

The proposed development as contained in the Agreement is essential to the stimulation of new investment in both the Project Area and Downtown Madera. The vacant lot has represented a blighting influence on the area. The project will increase economic activity in the area, thus strengthening the area for future development while eliminating a blighted condition.



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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
(Recorder's fee waived per Govt. Code §27383)

Successor Agency to the
Former Madera Redevelopment Agency
428 East Yosemite Avenue
Madera CA 93638
Attn: Executive Director

MAIL TAX STATEMENTS TO:

Camarena Health
344 East 6th Street
Madera Ca 93638

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DISPOSITION AND DEVELOPMENT AGREEMENT

BY AND BETWEEN

SUCCESSOR AGENCY TO THE FORMER
THE MADERA REDEVELOPMENT AGENCY

AND

CAMARENA HEALTH

FOR

109 and 111 SOUTH 'B' STREETS

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EXHIBITS

A - LEGAL DESCRIPTION

B - SCOPE OF DEVELOPMENT

C - GRANT DEED

DISPOSITION AND DEVELOPMENT AGREEMENT

This Agreement is entered into as of September ____, 2012, between the CITY OF MADERA AS SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY MADERA, a body corporate and politic ("Agency"), and CAMARENA HEALTH, ("Developer").

RECITALS

WHEREAS, the Madera Redevelopment Agency acquired the Project Site in its program to eliminate blight and blighting influences within the Agency Project Area and the Agency has demolished and removed all existing structures on the Project Site; and

WHEREAS, the Successor Agency of the Former Madera Redevelopment Agency desires that a two-story, 4,416 ± square foot medical office be developed on site; and

WHEREAS, the Developer has submitted a development proposal for the Project Site in response to a Request for Proposal process and the Successor Agency has reviewed the Developer's proposal and indicated its intent to have the Developer construct the Project as proposed; and

WHEREAS, California Health and Safety Code Section 33433 authorizes an Agency to convey land at its fair market value or its fair reuse value where such land is to be used by the grantee for development pursuant to the Redevelopment Plan; and

WHEREAS, the proposal submitted by the Developer includes the development and construction of a two-story, 4,416 ± square foot medical office on the site in accordance with the Redevelopment Plan; and

WHEREAS, the Successor Agency desires that the Project Site be developed in accordance with the proposal submitted to the Successor Agency by the Developer.

NOW THEREFORE, the Agency and the Developer agree as follows:

ARTICLE I DEFINITIONS

Section 101. Site. The property is located at 109 and 111 South 'B' Streets, in the City of Madera, more specifically described in "Exhibit A" which is attached to and incorporated in this agreement.

Section 102. Project. "Project" means the development of the Project Site by the construction of a two-story, 4,416 ± square foot medical office with 13 parking stalls. The Project is more specifically described in "Exhibit B" attached hereto and incorporated herein by this reference.

Section 103. Developer. "Developer" means CAMARENA HEALTH, whose mailing address for notice purposes is 344 East 6th Street, Madera Ca, 93638.

Section 104. Agency. "Successor Agency" means the Successor Agency of the Former Madera Redevelopment Agency, whose mailing address for notice purposes is 428 E. Yosemite, Madera, California 93638.

ARTICLE II PURPOSE OF AGREEMENT

Section 201. Purpose of Agreement. The purpose of this Agreement is to carry out, in part, Successor Agency policies regarding development of the Project Site within the Redevelopment Plan Area by providing for the disposition and development of the property described in Section 101, above, to be acquired by the Developer from the Successor Agency ("the Site"). The improvement of the Site as provided in this Agreement and the fulfillment of this Agreement generally are in the vital and best interests of the City, Successor Agency, and the health, safety and welfare of their residents, and are necessary to effectuate the purposes of the Successor Agency's policies, and are in accord with applicable federal, state and local laws and requirements.

ARTICLE III ACQUISITION AND DISPOSITION OF THE SITE

Section 301. Acquisition of the Site: Sale of the Site.

a. Site was previously acquired by the Madera Redevelopment Agency as part of its program to acquire properties and remove blight from such properties and to rehabilitate sites in the Downtown area of the City of Madera. It was transferred to the Successor Agency by operation of law upon the dissolution of redevelopment.

b. In accordance with and subject to all terms, conditions and covenants of this Agreement, the Agency shall sell the Site to the Developer, and the Developer shall purchase the Site from the Agency for a purchase price of \$67,500.00. The purchase price is the fair market value of the Site. The Agency finds that the use of this Site to develop a commercial medical building for use by city residents is in the best interest of the Successor Agency, the citizens and the public of the City of Madera ("City"). The Successor Agency further finds that the purchase price will provide for development which will alleviate a previously blighted condition. The Successor Agency further finds that such action will be of benefit to the Project Area of the Successor Agency in that it will encourage further development in the City.

Section 302. Conveyance of the Site.

a. The Successor Agency shall convey possession of and title to the Site, and the Developer shall accept such conveyance and possession, as follows:

(1) The Successor Agency shall convey and the Developer shall accept title to and possession of the Site within thirty (30) days from the effective date of this Agreement.

Section 302.1. Escrow. Within fifteen (15) days after execution of this agreement, the parties shall open escrow ("Escrow") with Chicago Title Company at 1653 North Schnoor Avenue, Madera, California, 93637, or another escrow company mutually satisfactory to both parties (the "Escrow Agent").

Section 302.2. Costs of Escrow. Successor Agency and Developer shall pay their respective portions of the premium for the Title Policy as set forth in Section 302.9 hereof. The Successor Agency shall pay for the documentary transfer taxes, if any, due with respect to the conveyance of the Site, and Developer and Successor Agency each agree to pay one-half of all other usual fees, charges and costs which arise from Escrow.

Section 302.3. Escrow Instructions. This Agreement constitutes the joint escrow instructions of Developer and Successor Agency, and the Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts reasonably necessary to close this Escrow in the shortest possible time. Insurance policies for fire or casualty are not to be transferred, and Successor Agency will cancel its own policies after the Closing. All funds received in the Escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from such account. However, if Escrow does not close within two (2) business days from deposit of the Purchase Price, the funds shall be deposited into an interest bearing account with such interest accruing to the benefit of the Developer.

If in the opinion of either party it is necessary or convenient in order to accomplish the Closing of this transaction, such party may require that the parties sign supplemental escrow instructions, provided that if there is any inconsistency between this Agreement and the supplemental escrow instructions, the provisions of this Agreement shall control. The parties agree to execute such other and further documents as may be reasonably necessary, helpful or appropriate to effectuate the provisions of this Agreement. The Closing shall take place when both the Successor Agency's Conditions Precedent and the Developer's Conditions Precedent as set forth in Section 302.11 and 302.12 have been satisfied. Escrow Agent is instructed to release Successor Agency's escrow closing and Developer's escrow closing statements to the respective parties.

Section 302.4. Authority of Escrow Agent. Escrow Agent is authorized to, and shall:

- a. Pay and charge Successor Agency and Developer for their share of the premiums of the Title Policy and charge Successor Agency any amount necessary to place title in the condition necessary to satisfy Section 302.8 of this Agreement.
- b. Pay and charge Developer and Successor Agency for their respective shares of any escrow fees, charges, and costs payable under Section 302.2 of this Agreement.

c. Pay and charge Developer for any endorsements to the Title Policy which are requested by the Developer.

d. Disburse funds, deliver and record the Grant Deed when both the Developer's Conditions Precedent and the Successor Agency's Conditions Precedent have been fulfilled or waived by Developer and Successor Agency.

e. Do such other actions as necessary, including obtaining the Title Policy to fulfill its obligations under this Agreement.

f. Within the discretion of Escrow Agent, direct Successor Agency and Developer to execute and deliver any instrument, affidavit, and statement, and to perform any act reasonably necessary to comply with the provisions of FIRPTA and any similar state act and regulation promulgated thereunder. Successor Agency agrees to execute a Certificate of Non-Foreign Status by individual transferor and/or a Certification of Compliance with Real Estate Reporting Requirements of the 1986 Tax Reform Act as may be required by Escrow Agent, on the form to be supplied by Escrow Agent.

g. Prepare and file with all appropriate governmental or taxing authorities a uniform settlement statement, closing statement, tax withholding forms including an IRS 1099-S form and be responsible for withholding taxes if any such forms are provided for or required by law.

Section 302.5. Closing. This transaction shall close ("Closing") within fifteen (15) days of the parties' satisfaction of all of Successor Agency's and Developer's Conditions Precedent to Closing as set forth in Section 302.11 and 302.12 hereof, but in no event later than November 1, 2012, (the "Outside Date"). The Closing shall occur at a location within Madera County at a time and place reasonably agreed upon by all parties. The "Closing" shall mean the time and day the Grant Deed is filed for record with the Madera County Recorder. The "Closing Date" shall mean the day on which the Closing occurs.

Section 302.6. Termination. If (except for deposit of money by Developer, which shall be made by Developer before Closing) Escrow is not in condition to close by the Outside Date, then either party which has fully performed under this Agreement may, in writing, demand the return of money or property and terminate this Agreement. If either party makes a written demand for return of documents or properties, this Agreement shall not terminate until five (5) days after Escrow Agent shall have delivered copies of such demand to all other parties at their respective addresses shown in this Agreement. If any objections are raised within said five (5) day period, Escrow Agent is authorized to hold all papers and documents until instructed by a court of competent jurisdiction or by mutual written instructions of the parties. Developer, however, shall have the sole option to withdraw any money deposited by it for the acquisition of the Site less Developer's share of costs of Escrow. Termination of this Agreement shall be without prejudice as to whatever legal rights either party may have against the other arising from this Agreement. If no demands are made, the Escrow Agent shall proceed with the Closing as

soon as possible.

Section 302.7. Closing Procedure. Escrow Agent shall close Escrow for the Site as follows:

- a. Record the Grant Deed with instructions for the Recorder of Madera County, California, to deliver the Grant Deed to Agency;
- b. Instruct the Title Company to deliver the Title Policy to Developer;
- c. File any informational reports required by Internal Revenue Code Section 6045(e), as amended, and any other applicable requirements;
- d. Deliver the FIRPTA Certificate, if any, to Developer; and
- e. Forward to both Developer and Successor Agency a separate accounting of all funds received and disbursed for each party and copies of all executed and recorded or filed documents deposited into Escrow, with such recording and filing date and information endorsed thereon.

Section 302.8. Review of Title. The Successor Agency shall cause Chicago Title Company, or another title company mutually agreeable to both parties (the "Title Company"), to deliver to Developer a standard preliminary title report (the "Report") with respect to the title to the Site, within twenty (20) days from the date of this Agreement. The Developer shall have the right to reasonably approve or disapprove any exceptions ("Exceptions"); provided however, that the Developer herein approves the following Exceptions:

- a. The Redevelopment Plan.
- b. All Utility easements as specified.

Developer shall have fifteen (15) days from the date of its receipt of the Report to give written notice to Agency and Escrow Holder of Developer's approval or disapproval of any such exceptions. Developer's failure to give written disapproval of the Report within such time limit shall be deemed approval of the Report. If Developer notifies Successor Agency of its disapproval of any Exceptions in the Report, Successor Agency shall have the right, but not the obligation, to remove any disapproved Exceptions within thirty (30) business days after receiving written notice of Developer's disapproval or provide assurances satisfactory to Developer that such Exception(s) will be removed on or before the Closing. If Successor Agency cannot or does not elect to remove any of the disapproved Exceptions within the period, Developer shall have ten (10) business days after the expiration of such 30-day period to either give the Successor Agency written notice that Developer elects to proceed with the purchase of the Site subject to the disapproved Exceptions or to give the Successor Agency written notice that the Developer elects to terminate this Agreement. The Exceptions to title approved by Developer as provided herein shall hereinafter be referred to as the "Condition of Title".

Developer shall have the right to approve or disapprove any Exceptions reported by the Title Company after Developer has approved the Condition of Title for the Site (which are not created by Developer). Successor Agency shall not voluntarily create any new exceptions to title following the date of this Agreement.

Section 302.9. Title Insurance. Concurrently with recordation of the Grant Deed conveying title to the Site, there shall be issued to Developer a CLTA owner's policy of title insurance (the "Title Policy"), together with such endorsements as are reasonably requested by the Developer, issued by the Title Company insuring that the title to the Site is vested in Developer in the condition required by Section 302.8 of this Agreement. The Title Company shall provide the Successor Agency with a copy of the Title Policy. The Title Policy shall be for the amount of the Purchase Price. The Successor Agency agrees to remove on or before the Closing any deeds of trust or other monetary liens against the Site. The Agency shall pay that portion of the premium for the Title Policy equal to the cost of a CLTA standard coverage title policy in the amount of the Purchase Price. Any additional costs, including the cost of an ALTA policy or any endorsements requested by the Developer, shall be borne by the Developer.

Section 302.10. Conditions of Closing. The Closing is conditioned upon the satisfaction of the following terms and conditions within the times designated below:

Section 302.11. Successor Agency's Conditions of Closing. Successor Agency's obligation to proceed with the Closing of the sale of the Site is subject to the fulfillment or waiver by Successor Agency of each and all of the conditions precedent (a) through (h), inclusive, described below ("Successor Agency's Conditions Precedent"), which are solely for the benefit of Successor Agency, and which shall be fulfilled or waived by the time periods provided for herein:

a. No Default. Prior to the Close of Escrow, Developer is not in default in any of its obligations under the terms of this Agreement and all representations and warranties of Developer contained herein shall be true and correct in all material respects.

b. Execution of Documents. The Developer shall have executed the Grant Deed and executed any other documents required hereunder and delivered such documents into Escrow.

c. Payment of Closing Costs. Prior to the Close of Escrow, Developer has paid all required costs of Closing into Escrow in accordance with Section 302.2 hereof.

d. Acquisition of Site. The Successor Agency shall have acquired title to the Entire Site, or shall be ready to acquire title to the entire Site concurrently with the Closing.

e. Design Approvals. The Developer shall have obtained approval by the Successor Agency of the various drawings as set forth in Section 404 hereof.

f. Land Use Approvals. The Developer shall have received all land use

approvals and permits required pursuant to Section 408 hereof.

g. Insurance. The Developer shall have provided proof of insurance as required in Section 407 hereof.

g. Financing. The Successor Agency shall have approved Developer obtained financing of the Developer Improvements.

Section 302.12. Developer's Conditions of Closing. Developer's obligation to proceed with the purchase of the Site is subject to the fulfillment or waiver by Developer of each and all of the conditions precedent (a) through (h), inclusive, described below ("Developer's Conditions Precedent"), which are solely for the benefit of the Developer, and which shall be fulfilled or waived by the time periods provided for herein:

a. No Default. Prior to the Close of Escrow, Successor Agency is not in default in any of its obligations under the terms of this Agreement and all representations and warranties of Agency contained herein shall be true and correct in all material respects.

b. Execution of Documents. The Successor Agency shall have executed the Grant Deed and any other documents required hereunder, and delivered such documents into Escrow.

c. Payment of Closing Costs. Prior to the Close of Escrow, Successor Agency shall have paid all required costs of Closing into Escrow in accordance with Section 306 hereof.

d. Review and Approval of Title. Developer shall have reviewed and approved the condition of title of the Site, as provided in Section 302.8 hereof.

e. Title Policy. The Title Company shall, upon payment of Title Company's regularly scheduled premium, have agreed to the Title Policy for the Site upon the Close of Escrow, in accordance with Section 302.9 hereof.

f. Design Approvals. The Developer shall have obtained approval by the Agency of the various drawings as set forth in Section 404 hereof.

g. Land Use Approvals. The Developer shall have received all land use approvals and permits required pursuant to Section 408 hereof.

h. Financing. The Successor Agency shall have approved financing of the Developer Improvements.

Section 303. Form of Deeds. The Agency shall convey and the Developer shall accept title to the Site by grant deed ("Deed") in the condition provided in Section 304 and in a form substantially the same as attached "Exhibit C". The Deed shall contain all provisions required by

applicable laws and regulations, and all conditions, covenants and restrictions specified elsewhere in this Agreement. This includes, but is not limited to, the requirement that the Project developed on the Site will be commercial building utilized for medical services.

Section 304. Condition of Title. Subject to Section 303 above, the Successor Agency shall convey fee simple marketable title to the Site. The title shall be in a condition described in the Agreement which is sufficient for a title company to issue a CLTA lender's title insurance policy on the Site substantially in the form set forth in a standard CLTA lenders title insurance policy.

The Successor Agency shall execute all documents and take all other steps consistent with Successor Agency practices, policies and applicable laws and regulations, as may be reasonably necessary to convey title to the Site as provided in this Section 304. The Mayor or Executive Director of the Successor Agency of the Former Madera Redevelopment Agency is authorized to execute all such documents on behalf of the Successor Agency.

Section 305. Payment of Purchase Price and Delivery of Deed. The Developer shall submit into Escrow in cash or certified check, the entire purchase price together with all escrow fees to Escrow Agent within twenty (20) days after the effective date of this Agreement. The Agency shall, within twenty-five (25) days after the effective date of this Agreement, promptly deliver a properly executed Grant Deed into Escrow at the offices of such title company.

Section 306. Title Insurance, Escrow Fees and Documentary Stamp Taxes. The costs for title insurance, Escrow fees and documentary stamp taxes shall be borne by the parties as required by Sections 302.2.

Section 307. Taxes and Assessments. The Successor Agency shall be responsible for all ad valorem taxes and assessments on any portion of the Site or any rights hereunder, if any, which are levied, assessed or imposed for any period prior to close of escrow. The Developer shall be responsible for all ad valorem taxes and assessments levied, assessed or imposed for any period after conveyance of title or delivery of possession whichever is sooner, of Site to the Developer, including but not limited to taxes assessed against or levied on buildings, fixtures, furnishings, equipment and all personal property contained in or about the parcel.

Section 308. Access and Entry By the Developer. Prior to conveyance of title to or possession of the Site by the Developer, the Developer shall have the right of access to and entry upon the Site at all reasonable times for the purposes of obtaining data and making surveys and tests necessary to carry out this Agreement. The Developer shall indemnify, hold harmless and defend the Successor Agency, its officers, agents or employees from any and all loss, liability, costs and damages (in contract, tort or strict liability, including without limitation personal injury, death at any time and property damage) suffered by any person and arising out of any work or activity of the Developer, its agents, servants, employees or contractors on the Site or any portion thereof.

If requested by the Developer, the Successor Agency shall provide or cause to be provided to the Developer all data and information pertaining to the Site and reasonably available to the City or Agency.

Section 309. Condition of the Site. The Site shall be conveyed in an "as is" condition, with no express or implied warranty by the Successor Agency as to the condition of the Site, its soil, geology, or the presence of known or unknown faults. It shall be the sole responsibility of the Developer at its expense to investigate and determine the soil, seismic and other conditions of the Site and the suitability of the Site for the Project. If the Site condition is not in all respects entirely suitable for the Project, then it shall be the sole responsibility and obligation of the Developer to take such action as may be necessary to place the Site in an entirely suitable condition.

ARTICLE IV DEVELOPMENT OF THE SITE

Section 401. Scope of Development. The Developer shall develop the Site with a two-story, 4,416 ± square foot medical office including but not limited to (1) the installation of all off-site improvements required by the City as a condition of approval of such construction, (2) construction of a two-story, 4,416 ± square foot medical office on the lot of the Site together with parking spaces as required by law. The Project shall be completed in accordance with and within the limitations of the Scope of Development, which is attached to this Agreement and incorporated herein, as "Exhibit B". The Developer shall be responsible for obtaining from all appropriate government agencies all permits, approvals and entitlements including any additional environmental review necessary to accomplish and complete the project.

Section 402. Basic Concept Drawings. The Developer shall prepare and submit to the Successor Agency, basic drawings and related documents describing the project to be constructed pursuant to this Agreement. The basic drawings shall be submitted for approval. The Site shall be developed in accordance with the basic drawings, related documents and renderings approved by the Agency and City pursuant to Section 404 except for such additional changes as may be mutually agreed upon by the Developer, City and Successor Agency. The basic drawings include without limitation a basic plan, elevations and other architectural drawings showing the architectural style and design of all buildings to be constructed on the Site.

Section 403 Construction Drawings, Plans and Related Documents. No later than 90 days after the execution of this Agreement, the Developer shall prepare and submit to the Successor Agency, for review and written approval, construction drawings, plans, and related documents for the Project. Such construction drawings, plans, maps and related documents for the Project shall be in sufficient detail to obtain a building permit for the Project from the City. The submission to the Successor Agency is for the purpose of determining whether or not the submitted drawings, plans and maps are consistent with the requirements of this Agreement. The approval of the Successor Agency will be in addition to and not in lieu of approvals required for the Project by the City or any other governmental agency in accordance with federal, state and local laws and ordinances.

Section 404 Approval of Drawings, Plans and Other Documents. Subject to the terms of this Agreement, the Successor Agency shall have the right to review and approve all drawings, plans and other documents relating to the Project, and any proposed changes therein, including without limitation the drawings, plans and other documents specified in Sections 402 and 403.

The Successor Agency shall approve or disapprove the plans, drawings and other documents for the Project within thirty (30) calendar days after receipt. Failure by the Successor Agency to either approve or disapprove within such thirty (30) day period shall be deemed approval by the Successor Agency. Any disapproval shall state in writing the reasons for disapproval and the changes which the Successor Agency requests. Such changes must be consistent with Exhibit B and with all plans, drawings and other documents previously approved or deemed approved hereunder. The Developer, upon receipt of a disapproval, shall revise the disapproved plans, drawings or other documents and shall resubmit them (or such revised portions thereof) to the Successor Agency as soon as possible but in no event later than thirty (30) calendar days after receipt of the notice of disapproval. Review and approval of drawings, plans and other documents by the Successor Agency pursuant to this Agreement shall be in addition to, and not in lieu of, any submittals, review or approval required by the City in connection with any Site plan review, conditional use permit, building permit or any other development entitlement required for the Project.

If either party desires to make any substantial change in the final construction drawings, plans or other documents after approval, such proposed change shall be submitted to the other party for approval. If the final construction drawings, plans or other documents as modified by the proposed change conform to the requirements of this Agreement, the Scope of Development and all applicable laws, codes, ordinances and regulations, the proposed change shall be approved and the party submitting such change shall be notified in writing within ten (10) calendar days after submission. Such change shall in any event be deemed approved by the Successor Agency or the Developer unless rejected, in whole or in part, by written notice thereof within the above ten (10) day period, setting forth in detail the reasons for rejection. Such approval shall be in addition to any approval required by any state, federal, or local agency including City.

Section 405 Cost of Construction. Developer shall bear all costs for improving the Site, including without limitation all costs for constructing the Project and all related improvements. Agency shall bear all costs related to design and construction of off-site streetscape enhancements.

Section 406 Time for Performance. Subject to Section 705, the Developer shall begin construction of the medical offices no later than January 1, 2013. Developer shall complete Project no later than two (2) years after the date of execution of this Agreement.

Section 407. Indemnity; Insurance.

a. The Developer shall indemnify, hold harmless and defend the City and Successor Agency and their respective Council, Board, officers, employees, volunteers and agents from any and all loss, liability, costs and damage (whether in contract, tort or strict liability, including without limitation, personal injury, death at any time or property damage),

and from any claims or actions in law or equity (including attorneys' fees and legal expenses), arising out of or in any way connected with (1) any act, error or omission of the Developer or any of its officers, employees, contractors, agents or representatives on the Site, or (2) design, construction, operation or maintenance of the Project or any portion thereof. However, the preceding sentence shall not apply to, and the Developer shall not be responsible for, any loss, liability, costs or damages caused solely by the negligence or willful misconduct of the City and/or Successor Agency, or any of their respective Council, Board, officers, employees or agents acting within the scope of their authority.

b. The Developer shall maintain the following insurance policies in full force And effect at all times while the Developer or its employees, contractors or agents have access to the Site and until the Certificate of Completion for the entire Site is recorded as follows:

- (1) Comprehensive general liability in an amount not less than \$1,000,000.00.
- (2) Workers' Compensation in the statutory amount.

The policy of comprehensive liability insurance shall specify that the coverage provided is primary and shall specify that the Successor Agency, and their respective officers and employees are additional insureds. Such policy shall also provide that it shall not be canceled or materially changed without thirty (30) days' prior written notice to the Agency. The Developer shall submit to the Successor Agency certificates evidencing the above insurance policies on or before the date the Successor Agency conveys Title. The certificates shall be in a form acceptable to the Executive Director of the Successor Agency.

Section 408. Government Permits and Environmental Review. Before beginning any grading, construction or development of any buildings, structures or other improvements on the Site, the Developer shall at its own expense, secure or cause to be secured, any and all permits and entitlements including any additional Environmental Review as required by the California Environmental Quality Act which may be required by the City or any other governmental agency affected by such construction or development. This obligation includes the payment of all fees needed to be paid prior to permit issuance.

Section 409. Rights of Access. During the period the Project is being constructed, designated representatives of the Successor Agency shall have access to the Site at all reasonable times for purposes of this Agreement, including but not limited to inspection of the work being performed in constructing the Project and related improvements. Such representatives shall be those designated in writing by the Executive Director of the Successor Agency. Inspection by such representatives shall not impose on the Successor Agency or City any liability or responsibility with respect to the work inspected or relieve the Developer from its obligations to construct the Project and related improvements in accordance with this Agreement, and all applicable laws, codes, ordinances and regulations.

Section 410. Local, State and Federal Laws. The Developer shall carry out construction of the Project and all related improvements in accordance with all applicable local, state and

federal laws, codes, ordinances and regulations, including without limitation all applicable state and federal labor standards.

Section 411. Nondiscrimination During Construction. At all times during construction of the Project, the Developer and its successors, assigns, employees, contractors and agents shall comply with the following:

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

b. The Developer shall, in all solicitations or advertisements for employees Placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin or ancestry.

c. The Developer shall include the provisions of paragraphs (a) through (c) of this Section in every contract or purchase order, and shall require the inclusion of these provisions in every subcontract entered into by any of its contractors so that such provisions will be binding on each such contractor, subcontractor or vendor, as the case may be. The Developer shall take such action with respect to any construction contract, subcontract or purchase order as the Successor Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. However, in the event the Developer becomes involved in or is threatened with litigation with a contractor, subcontractor or vendor as a result of such direction, the Developer may request the Successor Agency to enter into such litigation to protect the interest of the Successor Agency. For the purpose of including such provisions in any construction contract, subcontract or purchase order as required hereby, the first two lines of this Section shall be changed to read "At all times during the performance of this Contract, the Contractor," and the term "Developer" shall be changed to "Contractor" in paragraphs (a) through (c).

Section 412. Taxes. Assessments. Encumbrances and Liens. The Developer shall pay when due all real estate taxes and assessments on any portion of the Site assessed, levied or imposed after conveyance of title or delivery of possession. The Developer shall not place or allow to be placed on the Site or any portion thereof, any mortgage, trust deed, encumbrance or lien without the prior written approval of the Agency. The Developer shall remove or have removed any levy, encumbrance, lien or attachment made on the Site, or portion thereof or shall assure the satisfaction thereof within a reasonable time but in any event prior to a sale thereunder. Nothing contained in this Section 412 shall prohibit the Developer from contesting

the validity or amounts of any tax, assessment, encumbrance or lien, nor limit the remedies available to the Developer with respect thereto.

Section 413. Restrictions on Transfer.

a. No voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement except as expressly provided in this Section 413 or Section 414.

b. The Developer shall not, except as expressly permitted by this Agreement, assign or attempt to assign this Agreement or any right herein, nor make any total or partial sale, transfer, conveyance or assignment of the whole or any part of the Site, the Project or any portion of either, or suffer an involuntary assignment or conveyance of this Agreement or the Site, the Project or any portion of either, without prior written approval of the Agency. This restriction shall not prevent the granting of easements or permits to facilitate the development of the Site, nor shall it prohibit granting any security interest expressly described in this Agreement for financing the development of the Project.

In the event that, contrary to the provisions of this Agreement, the Developer does assign this Agreement or any of the rights herein, or does sell, transfer, convey or assign any part of the Site or the Project without the Agency's approval, in addition to all other remedies at law, the Agency shall be entitled to receive any and all consideration which exceeds such sales price limitation. The consideration payable for such sale, transfer, conveyance or assignment (to the extent it exceeds any amount authorized by the Agency) shall belong to and be paid to the Agency; and until so paid, the Agency shall have a lien on the Site for such amount.

c. The Developer shall promptly notify the Agency of any changes in the Identity of the parties in control of the Developer or the degree of such control. This Agreement may be terminated by the Agency pursuant to paragraph (b) of Section 706 if there is any significant change (voluntary or involuntary) in membership, management, control, ownership or identity of the Developer without the prior written approval of the Agency (other than changes due to death or incapacity of any individual). The restriction of this paragraph (c) shall terminate after recordation of the Certificate of Completion for all parcels.

Section 414. Security Financing and Rights of Holders.

a. Notwithstanding Section 413, mortgages, deeds of trust, sales and lease-backs, or any other form of conveyance required for any reasonable method of financing are permitted before recordation of the Certificate of Completion for the Project, but only for the purpose of securing funds to be used for financing the construction, operation and maintenance of the Project and any other expenditures necessary and appropriate to develop the Site in accordance with this Agreement. The Developer shall notify the Agency in advance of any mortgage, deed of trust, sale and lease-back, or other form of conveyance for financing if the Developer proposes to enter into the same before recordation of the Certificate(s) of Completion for all lots. The Developer shall not enter any such conveyance for financing without the prior

written approval of the Successor Agency, which approval the Successor Agency shall give if any such conveyance is given to a responsible financial or lending institution or other acceptable person or entity. In any event, the Developer shall promptly notify the Successor Agency of any mortgage, deed of trust, sale and lease-back, or other financing conveyance, encumbrance or lien that has been created or which has attached to the Site prior to recordation of the Certificate of Completion for all lots, whether by voluntary act of the Developer or otherwise.

The words "mortgage" and "deed of trust" as used herein include all appropriate modes of financing real estate acquisition, construction and land development.

b. The holder of any mortgage, deed of trust or other security interest authorized by this Agreement shall in no way be obligated by this Agreement to construct or complete the construction of any part of the Project or related improvements, or to guarantee such construction or completion; nor shall any covenant or other provision in the Deeds be construed to so obligate such holder. Nothing in this Agreement shall be deemed to permit or authorize any such holder to devote the Site to any uses, or to construct any improvements thereon, other than those uses or improvements permitted under applicable general and community plans and laws and ordinances of City.

c. Whenever the Successor Agency delivers any notice or demand to the Developer With respect to any breach or default by the Developer under this Agreement, the Successor Agency shall at the same time deliver a copy of such notice or demand to each holder of record of any mortgage, deed of trust or other security interest authorized by the City under this Agreement. Each such holder shall (insofar as the rights of the Successor Agency are concerned) have the right at its option, within ninety (90) calendar days after the receipt of the notice, to cure or remedy, or to commence to cure or remedy, any such default and to add the cost thereof to the security interest debt and the lien on its security interest. Nothing in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Project or related improvements (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed the Developer's obligations to the Successor Agency by written agreement satisfactory to the Successor Agency. In that event, the holder must agree to complete, in the manner provided in this Agreement, that portion of the Project, or related improvements to which the lien or title of such holder relates, and must submit evidence satisfactory to the Successor Agency that it has the qualifications and financial ability to perform such obligations. Any such holder properly completing such portion of the Project or such improvements shall be entitled, upon written request made to the Successor Agency, to a Certificate of Completion from the Successor Agency with respect to such improvements.

d. In any case where, six (6) months after default by the Developer in Completion of the Project, the holder of any mortgage, deed of trust or other security interest creating a lien or encumbrance on the Site or any portion thereof has not exercised the option afforded in paragraph (c) of this Section 414; or if it has exercised the option, but has not proceeded diligently with construction, the Successor Agency may either:

- (1) Purchase the mortgage, deed of trust or other security interest by payment

To the holder of the amount of the unpaid debt plus any accrued and unpaid interest; or

(2) If the ownership of the Site (or any portion thereof) has vested in the holder, purchase such interest from the holder upon the payment to the holder of an amount equal to the sum of the following:

(i) The unpaid mortgage, deed of trust or other security interest debt at the time title vested in the holder (less all appropriate credits, including those resulting from collection and application of rents and other income received during foreclosure proceedings);

(ii) All expenses with respect to foreclosure;

(iii) The net expenses, if any, exclusive of general overhead, incurred by the holder as a direct result of the subsequent ownership or management of the Site (or any portion thereof), such as insurance premiums and property taxes;

(iv) The costs of any improvements made by the holder; and

(v) An amount equivalent to the interest that would have accrued on the aggregate of such amount had all such amounts in (i), (ii), (iii) and (iv) above become part of the mortgage, deed of trust or other security interest debt and such debt had continued in existence to the date of payment by the Agency.

e. In the event of a default or breach by the Developer on a mortgage, deed of trust or other security instrument with respect to the Site (or any portion thereof) prior to the completion of the Project, and if the holder has not exercised its option to complete the Project, the Successor Agency may cure the default prior to the completion of any foreclosure. In such event, the Successor Agency shall be entitled to reimbursement from the Developer of all costs and expenses incurred by the Successor Agency in curing the default. The Agency shall also be entitled to a lien upon the Site, the Project or any portion of either, to the extent of such costs and expenses. Any such lien shall be subordinate and subject to mortgages, deeds of trust or other security instruments executed for the sole purpose of obtaining funds to develop the Site as permitted by this Agreement.

Section 415. Right of the Agency to Satisfy Other Liens. After the conveyance of title and prior to the recordation of the Certificate of Completion, and after the Developer has had a reasonable time to challenge, cure or satisfy any liens or encumbrances on the Site or any portion thereof, the Successor Agency shall have the right to satisfy any such liens or encumbrances. However, nothing in this Agreement shall require the Developer to pay or make provision for the payment of any tax, assessment, lien or charge so long as the Developer is in good faith contesting the validity or amount thereof and so long as such delay in payment will not subject the Site (or any portion thereof) to forfeiture or sale.

Section 416. Certificate of Completion. Promptly after completion of the Project and all other construction and development to be completed on the Site pursuant to this Agreement,

the Successor Agency shall furnish, at the request of the Developer, a Certificate of Completion to the Developer. The Successor Agency shall not unreasonably withhold such Certificate of Completion from the Developer. The Certificate of Completion shall be, and shall so state, a conclusive determination of satisfactory completion of construction of the Project and all related improvements on the Site. A Certificate of Completion may be provided on a lot by lot basis. After a Certificate of Completion is recorded for the Project or portion of the Project (lot), neither the Successor Agency nor any other person shall have any rights, remedies or controls that it would otherwise have or be entitled to exercise under this Agreement as a result of a default in or breach of any provision of this Agreement concerning construction of the Project or that portion of Project to which the certification applies.

The Certificate(s) of Completion shall be in such form as to permit them to be recorded in the Madera County Recorder's office. The Successor Agency shall be responsible for recording the Certificate(s) of Completion.

If the Successor Agency refuses or fails to furnish a Certificate of Completion after written request from the Developer, the Successor Agency shall, within thirty (30) calendar days after the written request, provide the Developer with a written statement of the reasons the Successor Agency refused or failed to furnish a Certificate of Completion. The statement shall also contain the Successor Agency's opinion of the action the Developer must take to obtain the Certificate of Completion. If the reason for such refusal is confined to the immediate availability of specific items or materials for landscaping or completion of minor items of work, the Successor Agency may, at its option, issue the Certificate(s) of Completion upon the posting of a cash deposit by the Developer with the Agency in an amount representing the value of the work not yet completed. If the Successor Agency fails to provide such written statement within the thirty (30) day period, the Developer shall be deemed entitled to the Certificate of Completion.

The Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any covenant, condition or restriction set forth in Article V, Sections 501(b), 502 and 503 of this Agreement, or of any obligation of the Developer to any holder of a mortgage, deed of trust or other security interest, or to any insurer of a mortgage, deed of trust or other security interest securing money loaned to finance the Project or any part thereof. The Certificate of Completion is not notice of completion as referred to in Section 3093 of the California Civil Code.

ARTICLE V USE OF THE SITE

Section 501. Uses.

a. The Developer covenants for itself, its successors, its assigns and every successor in interest to the Site or any part thereof that the Developer, such successors and such assigns shall:

(1) Develop and devote the Site solely to construction of the Project as described in "Exhibit B", subject to all restrictions, conditions and covenants of the City of Madera General Plan, any and all applicable adopted specific plans for the area, the Redevelopment Plan, the Deed, this Agreement and all drawings, plans and related documents

approved by the City and/or Agency pursuant to Sections 402, 403 and 404 above in accordance with this Agreement and all applicable general plans, laws and ordinances of the City; and

(2) Keep all common areas of the Site free from accumulation of debris and waste.

b. The Developer further covenants for itself, its successors, its assigns and every successor in interest to the Site or any part thereof that the Site shall not be devoted to any use other than operation and maintenance of the Project in accordance with all applicable general and specific plans, laws and ordinances of City, the Deeds, "Exhibit B", and other provisions of this Agreement without the Successor Agency's express prior written consent. The restrictions of this paragraph (b) shall not apply to the holder of any mortgage, deed of trust or other security interest authorized by this Agreement. Use of the Site by any such holder shall be subject to Paragraph (b) of Section 414.

Section 502. Nondiscrimination. There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site or the Project, and the Developer itself (or any person claiming under or through the Developer) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Site, the Project or any portion of either.

Section 503. Form of Nondiscrimination and Nonsegregation. The Developer shall refrain from restricting the use of the Site, the Project, or any portion of either on the basis of race, color, creed, religion, sex, marital status, national origin or ancestry of any person. All deeds, leases or contracts with respect to sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, the Project or any portion of either shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of

persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased."

c. In contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

Section 504. Effect and Duration of Covenants, Conditions and Restrictions. The covenants, conditions and restrictions established by this Agreement shall, without regard to technical classification or designation, run with the land and be binding on the Developer, all assignees and transferees of the Developer, and all successors in interest to the Site, the Project, or any part of either, for the benefit of the Successor Agency.

ARTICLE VI DEFAULT, REMEDIES AND TERMINATION

Section 601. Defaults - General. Subject to Section 805, failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The party who so fails or delays shall immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy within a period reasonable under the then-existing circumstances. During any period of cure, correction or remedy, such party shall not be in default.

The injured party shall give written notice of default to the party in default, specifying the default alleged by the injured party. Except as required to protect against further damages, and except as otherwise expressly provided above the injured party may not institute proceedings against the party in default until thirty (30) calendar days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of such right or remedies or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Section 602. Legal Actions.

a. In addition to any other rights or remedies, either Party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purposes of this Agreement. Such legal action may be instituted in the Superior Court of Madera County, or in the Fresno Division of the Federal District Court for the Eastern District of California.

b. This Agreement shall be interpreted and enforced, and the rights and duties of the parties under this Agreement (both procedural and substantive) shall be determined according to California law.

c. If the Developer commences legal action against the Agency, service of process shall be made on the Successor Agency as may be provided by law.

If the Successor Agency commences legal action against the Developer, service of process shall be made on the Developer by personal service on the president of the Developer or in such other manner as may be provided by law, whether service is made in or out of California.

Section 603. Rights and Remedies are Cumulative. Except as may be expressly stated otherwise in this Agreement, the rights and remedies of the parties are cumulative; the exercise by either party of one or more of its rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default.

Section 604. Damages. If either party defaults with regard to any provisions of this Agreement, the nondefaulting party shall serve written notice of such default upon the defaulting party. If the default is not commenced to be cured within thirty (30) calendar days after service of the notice of default and is not cured promptly in a continuous and diligent manner within a period reasonable under the then-existing circumstances, the defaulting party shall be liable to the nondefaulting party for any damages caused by such default. The nondefaulting party may thereafter (but not before) commence an action for damages against the defaulting party with respect to such default.

Section 605. Specific Performance. If either party defaults with regard to any provisions of this Agreement, the nondefaulting party shall serve written notice of such default upon the defaulting party. If the default is not commenced to be cured within thirty (30) calendar days after service of the notice of default and is not cured promptly in a continuous and diligent manner within a period reasonable under the then-existing circumstances, the nondefaulting party, at its option, may thereafter (but not before) commence an action for specific performance of this Agreement.

Section 606. Remedies and Rights of Termination.

a. If the Successor Agency does not tender conveyance of title to or possession of any portion of the Site to the Developer in the manner and condition established therefor in this Agreement and within the time specified in Section 302, then the Developer shall notify the Successor Agency in writing to cure such failure within sixty (60) calendar days after the date of receipt of such notice. If the Successor Agency does not cure the failure within such sixty (60) day period, then this Agreement shall, at the option of the Developer, be terminated by written notice thereof to the Successor Agency. The Successor Agency shall return to the Developer any of the purchase price that may have been paid, and thereafter neither the Successor Agency nor the Developer shall have any further rights against or liability to the other party under this Agreement.

b. In the event that prior to the conveyance of title or transfer of possession to the Site to the Developer:

(1) The Developer (or any successor in interest), in violation of this Agreement, assigns or attempts to assign this Agreement or any rights herein, or makes any total or partial sale, transfer, or conveyance of the whole or any part of the Site, the Project or any other improvements to be developed on the Site; or

(2) There is any significant change in the membership, management, control, ownership or identity of the Developer or the parties in control of the Developer, or any assignee, not permitted by this Agreement; or

(3) The Developer does not submit drawings, plans or other documents or submittals as required by this Agreement within the times specified in this Agreement; or

(4) The Developer does not take title to any portion of the Site under a tender of conveyance by the Agency pursuant to this Agreement, and if any default or failure referred to in items (1) through (4) is not cured within thirty (30) calendar days after written demand by the Successor Agency, then this Agreement and the rights of the Developer (or its successor) under this Agreement shall, at the Successor Agency's option, be terminated upon written notice from the Successor Agency. Such termination shall be in addition to and without limitation on any other rights or remedies that may be available to the Successor Agency for such default or failure.

Section 607. Right of Reentry. Subject to Section 705, the Successor Agency shall have the right, at its option, to reenter and take possession of the Site (or portion thereof), together with the Project and all other improvements thereon, and to terminate and revest in the Successor Agency the estate conveyed to the Developer if, after conveyance of title to or possession of any portion of the Site and prior to the recordation of the Certificate of Completion, the Developer shall, in violation of this Agreement:

a. Fail to commence construction of the Project within the time specified in Section 406; or

b. Abandon or substantially suspend construction of the Project or other improvements on the Site for a period of three months after written notice of such abandonment or suspension from the Successor Agency; or

c. Assign or attempt to assign this Agreement (or any rights herein), or transfer or suffer any involuntary transfer of this Agreement or the Site or the Project or the other improvements to be constructed on the Site, in violation of this Agreement; or

d. Such right to reenter, repossess, terminate and revest shall be subject to and be limited by, and shall not defeat, render invalid, or limit:

1. Any mortgage, deed of trust or other security interest permitted by this Agreement; or

2. Any rights or interests provided in this Agreement for the protection of the holders of such mortgages, deeds of trust or other security instruments.

f. The Deed shall contain appropriate references and provisions to give effect to the Successor Agency's right, pursuant to this Section 607, to reenter and take possession of the Site, or any part thereof, of the Project and all other improvements thereon, and to terminate and revest in the Successor Agency the estate conveyed to the Developer; or

g. Upon the revesting in the Successor Agency of title to the Site (or any portion thereof) as provided in this Section 607, the Successor Agency shall, pursuant to its responsibility under state law, use its best efforts to resell the Site (or portion thereof), as soon and in such manner as the Successor Agency shall find feasible and consistent with the policies of the Successor Agency to a qualified and responsible party or parties (as determined by the Agency) who will assume the obligation of completing the Project or constructing such other improvements instead of the Project as shall be satisfactory to the Successor Agency and in accordance with the uses specified for the Site (or portion thereof) in the general plan, or this Agreement. Upon such resale of the Site (or portion thereof), the proceeds shall be applied:

1. First, to reimburse the Successor Agency for all costs and expenses incurred by the Successor Agency (including, but not limited to, salaries of personnel, in connection with the recapture, management and resale of the Site, or portion thereof, but less any income derived by the Successor Agency therefrom in connection with such management); all taxes, assessments, and water and sewer charges with respect thereto (or, in the event that the Site or portion thereof is exempt from taxation or assessment or such charges during the period of ownership by the Successor Agency, then such taxes, assessments or charges as would have been payable if the Site, or portion thereof, was not so exempt); any payments made, or necessary to be made, to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Developer, its successors or transferees; any

expenditures made or obligations incurred with respect to the making or completion of the Project or other improvements or any part thereof on the Site (or portion thereof); and any amounts otherwise owing to the Successor Agency from the Developer or by its successor or transferee; and the difference between the Purchase Price and the fair market value of the Site as of the effective date of this Agreement determined at the highest and best use of the Site consistent with the applicable general and community plans; and

2. Second, to reimburse the Developer, its successor or transferee, up to the amount equal to the sum of (1) the Purchase Price less 20 percent of the Purchase Price to be retained by the Successor Agency as damage for nonperformance by the Developer; and (2) the costs incurred for the development of the Site, or portion thereof, and for the improvements completed by Developer that are existing thereon at the time of reentry and repossession; less (3) any gains or income withdrawn or made by the Developer from the Site, the Project or other improvements thereon.

Any balance remaining after such reimbursements shall be retained by the Successor Agency as its property.

h. The rights established in this Section 607 are to be interpreted in light of the fact that the Successor Agency is conveying the Site to the Developer for development of the Project and not for speculation in undeveloped land or any other purpose.

ARTICLE VII GENERAL PROVISIONS

Section 701. Notices and Communications. Notices and communications pursuant to this Agreement shall be given by personal delivery or certified mail, return receipt requested, to the Successor Agency or the Developer at their respective principal offices listed in Section 103 and 104 above or at such other address as such party may designate in writing. Such notices and communications shall be effective upon receipt.

Section 702. Conflict of Interest. No member, officer or employee of the City or Successor Agency shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to this Agreement, where such interest or decision is prohibited by law.

Section 703. No Payment to Third Parties. The Developer represents and warrants that it has not paid or given, and will not pay or give, to any third party any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, consultants, engineers and attorneys.

Section 704. Nonliability of Members, Officers and Employees. Notwithstanding any other provision of this Agreement, no member, officer or employee of the City or Successor Agency shall be personally liable to the Developer, for any default or breach by the City or Successor Agency, or for any amount which may become due to the Developer or such assignees, transferee or successor, or for any obligation under the terms of this Agreement.

Section 705. Delays Due to Uncontrollable Forces; Extensions of Time to Perform. In addition to specific provisions elsewhere in this Agreement, neither party shall be deemed in default for delay or failure in performance of its obligations under this Agreement where such delay or failure is caused substantially by any cause that is beyond the control and without the fault of such party, including but not limited to act of God, unusually severe weather, unusually severe flood, earthquake, war, riot, act of the public enemy, governmental quarantine, priority or restriction, act or failure to act by any governmental authority having jurisdiction (except for acts of the Successor Agency permitted under this Agreement), labor unrest or strike, unforeseeable inability to secure labor, materials, supplies, tools or transportation, or any similar or different cause. The party delayed by any such cause shall notify the other party within ten (10) calendar days after the delay begins reasonably describing the delay and the causes. If such notice is given within the ten (10) day period, the delayed party shall be entitled to an extension of time to perform for a period reasonably necessary to overcome the effects of the delay.

Time for performance under this Agreement may also be extended by written agreement between the Successor Agency and the Developer.

Section 706. Inspection of Books, Records and Documents. The Successor Agency has the right at all reasonable times to inspect the books, records and other documents of the Developer pertaining to the Site, sale of lots, or the construction, operation or maintenance of the Project as pertinent to the purposes of this Agreement. The Developer has the right at all reasonable times to inspect the books, records and documents of the Agency pertaining to the Site as pertinent to the purposes of this Agreement. For purposes of this Section 706, "books, records and documents" include, without limitation, plans, drawings, specifications, ledgers, journals, statements of account, financial statements, profit and loss statements, contracts, purchase orders, invoices, loan documents, computer printouts, correspondence and memoranda.

Section 707. Approval by the Agency or the Developer. Wherever this Agreement requires the Successor Agency or the Developer to approve any contract, document, plan, proposal, specification, drawing or other matter, such approval shall not be unreasonably withheld.

Section 708. Drawings, Plans and Data. If the Developer does not proceed with the purchase of the Site or with the construction, operation or maintenance of the Project as provided in this Agreement, and if this Agreement is terminated with respect thereto for any reason, the Developer shall deliver to the Successor Agency any and all drawings, maps, plans, data and other documents concerning the Site or Project, and the Successor Agency or any person or entity designated by the Successor Agency shall have the right to use such drawings, plans, data and documents.

Section 709. Commission and Fees. The Successor Agency shall not be liable or responsible for any real estate commissions, brokerage fees or finders fees which may arise from this Agreement. The Successor Agency and the Developer each represent that neither has engaged any broker, agent or finder in connection with this transaction.

Section 710. Compliance with Laws. Developer acknowledges that Developer, not the

Successor Agency, is responsible for determining applicability of and complying with all local, state and federal laws, including but not limited to provisions of the California Labor Code, Public Contract Code and Government Code. The Successor Agency makes no express or implied representation as to the applicability or inapplicability of any such laws to this Agreement or the parties' respective rights or obligations hereunder, including but not limited to payment of prevailing wages, competitive bidding, subcontractor listing, or similar or different matters. Developer further acknowledges that the Successor Agency shall not be liable or responsible in law or equity for any failure by Developer to comply with any such laws, regardless of whether the Successor Agency knew, could have known, or should have known, of the need for such compliance or whether the Agency failed to notify Developer of the need for such compliance.

Section 711. Entire Agreement; Waiver; Amendment.

a. This Agreement is executed in two duplicate originals, each of which is Deemed to be an original. This Agreement includes 24 pages and three attachments (Exhibits A, B, and C), which together constitute the entire understanding and agreement of the parties.

b. This Agreement integrates all of the terms, conditions, agreements and understandings between the Successor Agency and the Developer concerning the Site, the Project and other matters described in the Agreement. This Agreement supersedes all negotiations and previous agreements between the parties with respect to all or any part of the above matters. However, none of the terms, covenants, agreements or conditions in this Agreement shall be deemed to be merged with the Deeds.

c. This Agreement shall continue in full force and effect before and after conveyance of title to or possession of the Site.

d. All waivers of the provisions of this Agreement must be in writing and signed by the duly authorized representative of the party making the waiver. All amendments to this Agreement must be in writing and signed by duly authorized representatives of the Successor Agency and the Developer.

Camarena Health

Successor Agency to the Former
Madera Redevelopment Agency

By: _____

By: _____
Brett Frazier, Mayor

Title

////

Approved as to Form
J. Brent Richardson, General
Counsel

Attest:
Sandi Brown, Agency Secretary

ATTACH NOTARY ACKNOWLEDGEMENTS

EXHIBIT "A"

Page 1 of 2

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF Madera, COUNTY OF Madera, STATE OF CA
AND IS DESCRIBED AS FOLLOWS:

Lot 22 and the Southeast 20.00 feet of lot 23 in Block 69 of the City of Madera, according to the map thereof, recorded
on November 10, 1904, in Vol. 2 of Maps, at Page 9, Madera County Records.

APN: 007-165-010

EXHIBIT "A"

Page 2 of 2

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MADERA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

All of Lot 24 and the Northwesterly 5 feet of Lot 23 in Block 69 of the Town, now City of Madera, according to the Map entitled, "Map of Blocks 64 to 82, inclusive, Town of Madera", filed and recorded in the office of the County Recorder of the County of Madera, State of California, in Book 2, Page 9 of Maps.

APN: 007-165-011

EXHIBIT B

SCOPE OF DEVELOPMENT

Site Development

The area of the Site is approximately 11,249 square feet. The Site at the time of conveyance will be a totally vacant parcel of land. Development of the Site by Developer shall include construction of a two-story, 4,416 ± square foot medical office with 13 parking stalls and shall include grading, construction, and all off-site improvements required by the City as a condition of issuing a building permit for the Site which is located at 109 and 111 South "B" Streets (007-165-010 and 007-165-011) in the City of Madera. Developer shall be required to install underground facilities to serve the Site with water, sewer, and flood drainage as well as gas and electric utilities and landscaping of public right-of-way in accordance with any building permit requirements.

Construction of Medical Office

The Developer shall construct and occupy the medical office in accordance with the floor plans and elevation designs illustrated on the floor plans and elevation designs to be approved by the Agency.

Quality of Construction

The quality of the construction shall be the average standard of the industry or better. Specifications for all materials, attachments, and/or appurtenances shall be of good quality and designed for maximum durability without the need for extraordinary maintenance. All structures shall be level, plumb, and true. Construction shall be by skilled tradespeople and technicians to insure a high degree of workmanship. The landscaping of the street frontage shall be subject to approval by the Agency and City.

EXHIBIT C

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Successor Agency to the
Former Madera Redevelopment Agency
428 E. Yosemite Avenue
Madera CA 93638
Attn: Executive Director
(Recorder's fee waived per Govt. Code §27383)

MAIL TAX STATEMENTS TO:

Camarena Health
344 East 6th Street
Madera, CA 93638

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AFFIX DOCUMENTARY STAMP TAXES \$ _____ IN THIS SPACE

GRANT DEED

The SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, hereinafter called "Grantor," acting to carry out its policies regarding the development of a medical office hereby grants to CAMARENA HEALTH, hereinafter called "Grantee," all that real property situated in the County of Madera, State of California, described as follows:

SEE ATTACHED LEGAL DESCRIPTION

Hereinafter referred to as the "Property", subject however, to the following:

1. Easements of record;
2. The Disposition and Development Agreement executed by Grantor and Grantee, hereinafter referred to as the "Agreement;" and
3. Certain conditions, covenants, and restrictions as follows:

a. Grantee covenants and agrees for itself, and its successors and its assigns to or of the Property that the Grantee, and such successors and assigns, shall promptly begin and diligently prosecute to completion the development of the Property through the construction of the medical center and improvements thereon provided to be constructed in the Agreement. Such construction and improvements hereinafter referred to as the "Improvements", and such construction, shall in any event be completed within 2 years from such date. It is intended and agreed that such agreements and covenants shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Grant Deed itself, be, to the fullest extent permitted by law and equity, binding for the benefit of the community and the Grantor; said agreements and covenants shall be enforceable by the Successor Agency to the Former Madera Redevelopment Agency against the Grantee and its successors and assigns to or of the Property or any interest therein. Promptly after completion of the Improvements on the Property in accordance with the provisions of the Agreement, Grantor will furnish Grantee with an appropriate instrument so certifying such completion. This certification shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Agreement and in this Grant Deed with respect to the obligation of Grantee, and its successors and assigns to construct the Improvements on the Property so indicated and the dates for the beginning and completion thereof ; provided that such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligations of the Grantor to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the Improvements, or any part thereof. Grantor shall also, as the Improvements are completed on the Property, provided the Grantee is not in default with respect to any of its obligations under the Agreement, certify to the Grantee that such Improvements have been made in accordance with the provisions of the Agreement. Such certification shall mean and provide: (1) that any party purchasing such parcel pursuant to the authorization contained in the Agreement shall not, because of such purchase or lease, incur any obligations with respect to the construction of the Improvements relating to such Property, and (2) that neither the Grantor nor any other party shall thereafter have or be entitled to exercise with respect to

any such individual part or parcel so sold or in the case of lease, with respect to the leasehold interest, any rights or remedies or controls that it may otherwise have or be entitled to exercise with respect to the Property as a result of a default or breach of any provisions of the Agreement or this Grant Deed by the Grantee or any successor in interest or assign, unless (i) such default or breach be by the purchaser or lessee, or any successor in interest to or assign of such individual part or parcel with respect to the covenants contained and referred to in Section 3.b of this Grant Deed, and (ii) the right, remedy, or control related to such default or breach.

b. (1) The Grantee, herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that Grantee itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them shall:

- (i) Build a two-story, 4,416 ± square foot medical office and parking facilities;
- (ii) Devote the Property to, and only to and in accordance with, the uses specified in the General Plan, which may hereafter be amended and extended from time to time;
- (iii) Not discriminate upon the basis of race, color, religion, sex, marital status, national origin, or ancestry in the sale, lease or rental or in the use or occupancy of the Property or any Improvements erected or to be erected thereon; or any part thereof;
- (iv) Not effect or execute any agreement, lease, conveyance, or other instrument whereby sale, lease, occupancy or use of the Property or any part thereof is restricted upon the basis of race, color, religion, sex, marital status, national origin, or ancestry.
- (v) Not discriminate against, or segregate, any person, or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the Grantee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the

selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed;

- (vi) Comply with all applicable Federal, State and local laws, in effect from time to time prohibiting discrimination or segregation by reason of race, color, creed, religion, sex, marital status, national origin, or ancestry in the sale, lease, or occupancy of the Property.
- (vii) Comply with regulations issued by the secretary of Housing and Urban Development set forth in 37 F.R. 22732-3 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards.
- (viii) Developer agrees that neither the Site or a portion thereof shall ever be used for a business in which the sale of alcohol is more than 50% of its gross receipts nor shall it be used for a tattoo parlor, body piercing, palm reader, card room, adult entertainment, Laundromat, homeless shelter or massage parlor.

(2) It is intended and agreed that the agreements and covenants provided in this subsection 3.b shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as specifically provided in this Grant Deed, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, Grantor, its successors and assigns, the City of Madera, the Successor Agency, any successor in interest to the Property or any part thereof, its successors and assigns and every successor in interest to the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof.

It is further intended and agreed that the agreement and covenants provided in clauses 3.b (1) (i), (ii), (iii), (iv), (v), (vi), (vii) and (viii) shall remain in effect without limitations as to time; provided, that such agreements and covenants shall be binding on Grantee itself, each successor in interest to the Property, and every part thereof, and each

party in possession or occupancy, respectively, only for such period as it shall have title to or an interest in or possession or occupancy of the Property or part thereof.

(3) In amplification, and not in restriction, of the provisions of the proceeding subsection, it is intended and agreed that Grantor shall be deemed a beneficiary of the agreements and covenants provided in subsection 3.b (1), both for and in their own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of Grantor for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether Grantor remains, or is an owner of any land or interest therein to, or in favor of, which such agreements and covenants relate. Grantor shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions or suits in law or equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

c. (1) In the event that prior to completion of the Improvements as certified by Grantor:

- (i) Grantee or its successor in interest shall default in or violate its obligations with respect to the construction of the Improvements, (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work, and any such default or violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months [six (6) months, if the default is with respect to the date for completion of the Improvement] after written demand by the Grantor so to do; or
- (ii) Grantee or its successor in interest shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by the Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien not removed or discharged, or

provision satisfactory to Grantor made for such payment, removal, or discharge, within ninety (90) days after written demand by Grantor so to do; or

(iii) There is, in violation of the Agreement, any transfer of the Property or any part thereof, or any change in the ownership or distribution of the stock of the Grantee, or with respect to the identity of the parties in control of the Grantee or the degree thereof, and such violation shall not be cured within thirty (30) days after written demand by the Grantor to Grantee;

The Grantor shall have the right to reenter and take possession of the Property and to terminate (and revert in the Grantor) the estate conveyed by this Grant Deed to the Grantee, it being the intent that the conveyance of the Property to the Grantee is made upon condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by the Grantee specified in clauses (i), (ii), and (iii) of this subsection (c) failure on the part of the Grantee to remedy, end, or abrogate such default, failure, violation, or other action or inaction, within the period and in the manner stated in said clauses, Grantor at its option may declare a termination in favor of the Grantor of the title, and of all the rights and interest, in the Property conveyed by this Grant Deed to the Grantee and that such title, and all rights and interest of the Grantee, and any assigns or successors in interest, in the Property, shall revert to the Grantor; provided, that such condition subsequent and any revesting of title as a result thereof in Grantor shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way (a) the lien of any mortgage or other instruments authorized by the Agreement and executed for the sole purpose of obtaining funds to construct the Improvements, and (b) any rights or interest provided in the Agreement for the protection of the holders of such mortgages or other instruments.

(2) Grantor shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this subsection 3.c, including the right to execute and record or file with the County Recorder of the County of Madera a written declaration of the termination of all right, title and interest of Grantee and its successors in interest and assigns in the Property and the revesting of title thereto in the Grantor; provided, that any delay by the Grantor in instituting or prosecuting any such actions, suits or proceedings, taking any such steps, or otherwise asserting its rights under this

Grant Deed shall not be a waiver of such rights or deprive Grantor of or limit such rights in any way, it being the intent of this provision that Grantor should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this paragraph 3.c.(2) because of concepts of waiver, laches, or otherwise to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved, nor shall any waiver by Grantor with respect to any specific default by Grantee under this subsection 3.c be a waiver of the rights of Grantor with respect to any other defaults by Grantee under this Grant Deed or with respect to the particular default except to the extent specifically waived in writing.

WITNESS the hands of the officers of Grantor and Grantee, attested by the official and corporate seals thereof this _____ day of _____, 2012.

CAMARENA HEALTH

SUCCESSOR AGENCY TO THE
FORMERMADERA REDEVELOPMENT
AGENCY

By: _____

By: _____

Brett Frazier, Mayor

Title

APPROVED AS TO FORM:

J. BRENT RICHARDSON

General Counsel

ATTEST:

SANDI BROWN

Agency Secretary,

By: _____

By: _____

ATTACH NOTARY ACKNOWLEDGMENT

EXHIBIT "A"
Page 1 of 2

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF Madera, COUNTY OF Madera, STATE OF CA
AND IS DESCRIBED AS FOLLOWS:

Lot 22 and the Southeast 20.00 feet of lot 23 in Block 69 of the City of Madera, according to the map thereof, recorded
on November 10, 1904, in Vol. 2 of Maps, at Page 9, Madera County Records.

APN: 007-165-010

EXHIBIT "A"
Page 2 of 2

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MADERA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

All of Lot 24 and the Northwesterly 5 feet of Lot 23 in Block 69 of the Town, now City of Madera, according to the Map entitled, "Map of Blocks 64 to 82, inclusive, Town of Madera", filed and recorded in the office of the County Recorder of the County of Madera, State of California, in Book 2, Page 9 of Maps.

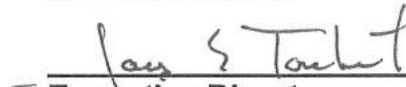
APN: 007-165-011

REPORT TO THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

MEETING OF: September 17, 2012

AGENDA ITEM NUMBER: 4.2

APPROVED BY:


Executive Director

Subject: Consideration of a Resolution Acknowledging and Approving an Amendment to Agreement with Krazan and Associates Inc., for Environmental Services for Soil and Groundwater Remediation at 1350 East Yosemite Avenue in the City of Madera

Summary: The Oversight Board will consider adopting a resolution related to soil and groundwater remediation at 1350 East Yosemite Avenue that acknowledges and approves the following actions:

- The acceptance of \$366,482.00 from the Orphan Site Cleanup Fund (OSCF) in additional grant funding, and authorizes the Executive Director of the Successor Agency to execute grant documents.
- The approval of an amendment to the agreement with Krazan and Associates in an amount not to exceed \$366,482.00, authorizing the Executive Director of the Successor Agency to approve contingencies of up to ten percent (10%), and authorizing the Mayor to execute the amended agreement.

BACKGROUND/SITUATION

Dating back to 2008, the former Redevelopment Agency successfully applied for a number of state and federal grants for soil and ground water remediation at 1350 East Yosemite Avenue. The history is as follows:

1. February 2008 – State Orphan Site Cleanup Account (OSCA) Grant Program

Total: \$103,281

Tasks: Underground storage tank (UST) removal/drilling, sampling, analysis and reporting; installation of groundwater monitoring wells; groundwater monitoring and reporting; excavation and disposal of contaminated soils; installation of soil vapor extraction wells.

2. June 2010 – Federal Orphan Site Cleanup Fund (OSCF) Program Assessment Grant

Total: \$140,805

Tasks: Installation of groundwater monitoring wells, vapor monitoring points, vapor extraction wells, groundwater air sparge wells; quarterly groundwater monitoring and reporting.

3. July 2010 – Federal OSCF Program Cleanup Grant

Total: \$187,000

Tasks: Trenching and plumbing for secured compound installation; remediation system installation and start up (January 2011); system operations and maintenance and reporting.

4. May 2011 – State OSCF Program Cleanup Grant

Total: \$367,193

Tasks: Ongoing systems operation and maintenance and reporting; quarterly groundwater monitoring and reporting; system decommissioning and closure, if warranted; reimbursement of past eligible cleanup response costs not captured in previous grants.

No matching funds are required.

SITUATION

We have received notification from the State Water Resources Control Board that we have been pre-approved for \$366,482.00 in additional funding for the OSCF Program Cleanup Grant. We have been contracting with Krazan and Associates to coordinate remediation activities. The amended agreement with Krazan is subject to funding from the State Water Resources Control Board.

RECOMMENDATION

Staff recommends the Oversight Board adopt the resolution acknowledging and accepting \$366,482 in additional OSCF grant funds and approving the fourth amendment to the agreement with Krazan and Associates for environmental services for soil and groundwater remediation at 1350 East Yosemite Avenue in the City of Madera.

JET:sb

Attachments:

- Resolution
- Krazan Proposal
- SWRCB Notification
- 4th Amended Agreement

RESOLUTION NO. OB-

RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, CALIFORNIA ACKNOWLEDGING AND APPROVING AN AMENDMENT TO AGREEMENT WITH KRAZAN AND ASSOCIATES INC., FOR ENVIRONMENTAL SERVICES FOR SOIL AND GROUNDWATER REMEDIATION AT 1350 EAST YOSEMITE AVENUE IN THE CITY OF MADERA AND AUTHORIZING THE EXECUTIVE DIRECTOR OF THE CITY OF MADERA SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY TO APPROVE CONTINGENCIES OF UP TO TEN PERCENT (10%)

WHEREAS, the City of Madera Successor Agency to the former Redevelopment Agency acknowledged the acceptance of \$366,482 in additional grant funding from the State Water Resources Control Board Orphan Site Cleanup Fund (OSCF) and authorized the Executive Director of the City of Madera Successor Agency to execute OSCF grant documents; and

WHEREAS, the City of Madera Successor Agency desires to approve a fourth amendment to the agreement with Krazan and Associates, Inc. to continue soil and ground water cleanup remediation at 1350 East Yosemite Avenue; and

WHEREAS, the City of Madera Successor Agency desires to approve change orders in an amount not to exceed \$366,482 to the original agreement and authorizes the Executive Director of the City of Madera Successor Agency to the former Madera Redevelopment Agency to approve contingencies of up to ten percent (10%); and

WHEREAS, the City of Madera Successor Agency has prepared a fourth amendment to the agreement with Krazan and Associates Inc. for services to accomplish the soil and groundwater remediation cleanup project at 1350 East Yosemite Avenue (the "Amendment") and such amendment agreement is on file in the office of the Executive Director of the City of Madera Successor Agency and referred to for more particulars.

NOW, THEREFORE, THE OVERSIGHT BOARD TO THE SUCCESSOR 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 Oversight Board has reviewed and considered the proposed Agreement as approved and presented by the Successor Agency to the former Madera Redevelopment Agency.
3. The Agreement with Krazan and Associates, Inc., as approved and presented by the Successor Agency, to the former Madera Redevelopment Agency, a copy of which is on file in the office of the Executive Director of the Successor Agency and referred to for further particulars, is hereby approved.
4. This resolution is effective immediately upon adoption.

* * * * *



Krazan & ASSOCIATES, INC.

GEOTECHNICAL ENGINEERING • ENVIRONMENTAL ENGINEERING
CONSTRUCTION TESTING & INSPECTION

August 28, 2012

Krazan Project No. 01406172

Page 1 of 4

Mr. Jim Taubert
City of Madera
As Successor Agency to the Former Madera Redevelopment Agency
428 East Yosemite Avenue
Madera, California 93638

RE: **REQUEST FOR CHANGE ORDER No. 4**
Additional Environmental Consulting and Remediation Services
Former Harmon's Service
1350 East Yosemite Avenue
Madera, California

Dear Mr. Taubert:

Krazan & Associates, Inc. (Krazan) appreciates the opportunity to assist the City of Madera as Successor Agency to the Former Madera Redevelopment Agency (City) with ongoing environmental remediation services at the referenced subject site. This Request for Change Order No. 4 is proposed to be guided by the terms and conditions of the existing January 13, 2010 *Agreement for Environmental Services for Soil and Groundwater Remediation* between the RDA and Krazan.

BACKGROUND

The purpose of the work related to this project is the remediation of hydrocarbon impacts to the subsurface from historical leaking fuel underground storage tanks formerly located on the referenced property. Krazan has been conducting environmental consulting and site assessment and cleanup activities on the subject site since 2006 by request of the City and in accordance with the oversight of the State Water Resources Control Board (SWRCB) and the 2010-2011 Orphan Site Cleanup Fund (OSCF) Program with the City as Grantee. In addition to these services, we have provided the City with application, compliance and reporting requirement services for grant reimbursement from the OSCF Program. Grant funding has been provided on an annual basis. However, the project is ongoing on a multi-year basis until site monitoring data indicates that contamination has decreased to levels acceptable to the regulatory agency in order to grant site closure. Consequently, subsequent funding has been required on a year-to-year basis.

Therefore, Krazan prepared the City's application for the 2011-2012 State OSCF Cleanup Grant in May 2011, which was approved by the SWRCB in a May 25, 2011 OSCF Program Cleanup Grant Agreement Number 10-719-550-0 in the amount of \$209,172. The City contracted with Krazan for provision of services in this amount based upon Krazan's Request for Change Orders No. 1 and No. 2. Subsequent to approval of this grant, because technical requirements of the remedial process changed (switch to thermal oxidizer remedial system) such that additional funding would be required to cover costs for additional materials, equipment and labor, in addition to a request for reimbursement of previously unreimbursed costs, Krazan prepared the City's application for Grant Amendment No. 2 in August-September 2011.

The SWRCB approved the grant amendment in November 2011 revising the grant amount to \$367,193 at that time.

Because of the necessity to continue remedial system operation due to on-going high influent contamination concentrations, Krazan submitted the City's application for Grant Amendment No. 3 requesting supplemental operating and monitoring costs through December 2013 in the amount of \$366,482. This additional cost was pre-approved by the SWRCB in August 2012 resulting in an amended grant total of \$733,675.

RATIONALE

Because the 2011-2012 OSCF Grant budget was increased to \$733,675, exceeding the existing contract total of \$367,193, this Request for Change Order No. 4 seeks to amend the agreement between the City and Krazan to increase by \$366,482.

CONTINUED PROJECT TASKS ANTICIPATED THROUGH SITE CLOSURE

The scope of work for this Request for Change Order No. 4 shall include the Scope of Work within the November 3, 2011 OSCF Program Cleanup Grant Agreement Number 10-719-550-1 between the RDA and the SWRCB.

- 1) Past Eligible Cleanup Response Work Conducted
- 2) Continued Soil Vapor Extraction and Groundwater Air Sparging
- 3) Groundwater Monitoring and Reporting
- 4) SVE System Decommissioning
- 5) Soil Vapor Survey
- 6) Public Notice
- 7) Destruction of Wells and SVE/AS Piping
- 8) Closure Report

COST OF SERVICES AND TIME LINE

Costs estimated herein are based upon continued operation of the on-site remedial system. Based upon the variable nature of specific subsurface conditions and circumstances related to operation and performance of the remedial system, estimated time to project completion may vary. Therefore, it is unfeasible to present a firm completion estimate. Furthermore, costs for operations and maintenance and project administration are estimated herein based upon experience with typical remedial scenarios, as such costs are dependent upon the length of time needed for system operations, as well as the unknown labor and materials demands to address unpredictable system performance and/or Grant requirements.

With consideration of the estimates of the required additional tasks and time line as presented above, the anticipated cost for additional services is on the order of \$366,482.

AUTHORIZATION

We are seeking written confirmation that we should continue the work as presented above on a time and expense basis. Please so indicate by signing the acknowledgement section at the bottom of this document, or provide an alternate form of documented authorization.

LIMITATIONS

Environmental remediation costs are subject to many influences that are not subject to precise forecasting and are outside of Consultant's control. As a result, actual costs incurred may vary substantially from the estimates prepared by Krazan. The provision of an estimate of fees or a cost estimate is not a guarantee that the services will be completed for that amount. Krazan & Associates will perform its services in a manner consistent with the standards of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services will be performed. Therefore, no warranty or guarantee, express or implied, is part of the services offered by this proposal.

CLOSING

We appreciate the opportunity to be of service to the City of Madera. If you have any questions regarding the scope of services proposed herein or the associated estimated cost for those services, or if we can be of further assistance, please feel free to contact me at 559-348-2200.

Respectfully submitted,
Krazan & Associates, Inc.



Arthur C. Farkas, R.E.A.
Environmental Division Manager

ACKNOWLEDGEMENT/CHANGE ORDER

Krazan & Associates, Inc. is hereby authorized to continue with the scope of additional services identified herein and the revised cost for services is acknowledged and approved. This Change Order is hereby made a part of the Professional Environmental Services Agreement entered into on January 13, 2010.

Approved by:

City of Madera as Successor Agency to the former Madera Redevelopment Agency

Signature

Date

Please Type or Print Name

Title



EDMUND G. BROWN JR.
GOVERNOR

MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

August 29, 2012

CITY OF MADERA
ATTN: JIM TAUBERT
428 EAST YOSEMITE AVE
MADERA, CA 93638

PRE-APPROVAL OF CORRECTIVE ACTION COSTS, OSCF FILE NO. B0063-1, SITE
ADDRESS: 1350 EAST YOSEMITE AVENUE, MADERA, CA 93638-1929

I have reviewed your request for pre-approval response action costs.

With the following provisions, total cost pre-approved as eligible for reimbursement for completing corrective action required by City of Madera Redevelopment Agency, is **\$366,482** the table below for a breakdown of costs approved for the fiscal period from May 2012 through December 2013.

Be aware that this pre-approval does not constitute a decision on reimbursement: **necessary** (as determined by the Fund) corrective action costs for work **directed and approved by the Regional Board** will be eligible for reimbursement at costs consistent with those pre-approved in this letter. However, depending on what happens in the field, some costs may not actually be necessary. If the Fund agrees that they were in fact necessary, the Fund will reimburse at reasonable rates (rates consistent with those pre-approved).

In order for future costs for corrective action to be part of the expedited reimbursement process, they must be pre-approved in writing by Fund staff.

All costs for corrective action must meet the requirements of Article 11, Chapter 16, Underground Storage Tank Regulations in order to be eligible for reimbursement.

COST PRE-APPROVAL BREAKDOWN

Task 1A	Ongoing Remedial System OM-20 Months	Amount Pre-Approved	Comments
	OM-12 months, twice weekly monitoring.	\$74,820	Technician labor rate costs approved at \$75/hr pre prior pre approval. Approved labor costs adjusted to 20 month period.
	OM status report.	\$7,650	Reporting costs adjusted to 20 month period, relative to original pre approval labor hours per quarter.
	OM materials and equipments purchases.	\$24,708	Tedlar bags, PID and vehicle costs.
	Grant Quarterly Reporting & Grantee Discussion	\$7,700	Quarterly Grant reporting costs.
	TASK SUBTOTAL	\$114,878	

Task 1B	Remedial Equipment and Materials-System Changeout and Replacement	Amount Pre-Approved	Comments
	Soil Vapor Extraction/Air Sparge (SVE/AS) equipment rental.	\$84,640	20 months
	Electrical Catalytical Oxidizer system costs. (ECAT).	\$35,420	14 months
	Electrical costs for thermal system.	\$9,000	6 months
	Propane costs (post May 2012).	\$60,000	6 months Propane costs, post May 2012.
	Equipment changeout to ECAT.	\$1,000	
	Initial and annual APCD permitting.	\$1,250	
	Equipment repairs and replacement.	\$36,500	
	SVE Influent/Effluent laboratory analytical costs; 44 samples for EPA 8015 and 8 samples for EPA 8260 and 40 tedlar bags.	\$4,432	Additional analytical costs and materials can be approved if necessary.
	TASK SUBTOTAL	\$232,242	

JIM TAUBERT
B0063

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Task 2	Groundwater Monitoring-4 Quarters (Semi Annual)-20 Months	Amount Pre-Approved	Comments
	Quarterly sampling costs, including static groundwater level recording, sample collection and vehicle costs.	\$7,410	
	In house labor for four GWM reports.	\$7,320	
	Quarterly GWM laboratory analytical costs; 44 samples for 8015, 7 samples for 8260 and 40 Tedlat Bags.	\$4,632	
	TASK SUBTOTAL	\$19,362	

- Only the tasks/costs reflected on the above table are pre-approved at this time. The Fund will review any tasks/costs that go beyond the pre-approved amount to be determined if the additional tasks and costs are necessary and reasonable. However, if costs exceed the above pre-approved amounts, the Fund will be unable to expedite your Reimbursement Request.
- The work products must be acceptable to the Regional Board.
- If a different scope of work becomes necessary, then you must request pre-approval of costs on the new scope of work.
- Although I have referred to the Krazan & Associates, Inc., amendment proposal in the pre-approval above, please be aware that you will be entering into a private contract. The State of California cannot compel you to sign any specific contract. This letter **pre-approves the costs** as presented in the submitted proposal for conducting the work approved by the Regional Board.

Please remember that it is still necessary to submit the actual costs of the work as explained in the Reimbursement Request Instructions to confirm that the costs are consistent with this pre-approval before you will be reimbursed. ***Please insure that your consultant prepares their invoices to include the required breakdown of costs on a time and materials basis, that invoiced tasks are consistent with the original proposal, and that reasonable explanations are provided for any changes made in the scope of work or increases in the costs. When the invoices are submitted you must include copies of all:***

- *subcontractor invoices,*
- *technical reports, when available, and*
- *applicable correspondence from the Regional Board.*

Please call if you have any questions; I can be reached at (916) 341-5824, or by email at kdumisani@waterboards.ca.gov.

Sincerely,



Kenyatta Dumisani,
Water Resources Control Engineer
Technical Review Unit
Underground Storage Tank Cleanup Fund

COPY

FOURTH AMENDMENT TO AGREEMENT FOR ENVIRONMENTAL
SERVICES FOR SOIL AND GROUNDWATER REMEDIATION

This Fourth Amendment to the previous agreement titled "Agreement for Environmental Services for Soil and Groundwater Remediation" Between Krazan and Associates, Inc., and the City of Madera as Successor to the Former Madera Redevelopment Agency for "Environmental Services for Soils and Groundwater Remediation Notice to Contractors", dated January 13, 2010, and amended on May 11, 2011 and further amended on August 10, 2011, and February 8, 2012, is made and entered into this 12th day of September, 2012, by and between the City of Madera as Successor Agency to the Former Madera Redevelopment Agency, hereinafter called "Agency," and Krazan and Associates, Inc., hereinafter called "Engineer".

WITNESSETH:

WHEREAS, Madera Redevelopment Agency and Engineer entered into an agreement dated January 13, 2010, to contract with Engineer to provide services related to Environmental Services for Soil and Groundwater Remediation (the "Agreement"); and

WHEREAS, Agency is the Successor Agency to the Former Madera Redevelopment Agency pursuant to Health and Safety Code sections 34170 et seq.; and

WHEREAS, Agency and Engineer desire to modify said Agreement by adding certain services to the agreement originally to be accomplished in the Agreement. The services to be added are the continued operation of the on-site remedial system, related to property located at 1350 East Yosemite Avenue, in the City of Madera.

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

Section 1. Paragraph "2" is amended to read as follows:

2. SCOPE OF WORK:

ENGINEER shall provide the professional services, by licensed professionals, set forth in the Scope of Services labeled Exhibit "A" (Request for change order No. 4) attached hereto and as incorporated herein by reference.

Section 2. Exhibit "A" attached to this Amendment shall be added to and become a part of the original Agreement as Exhibit "F".

Section 4. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

* * * * *

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

By: _____
Brett Frazier, Mayor

KRAZAN AND ASSOCIATES, INC.

By: _____

Title

APPROVED AS TO FORM:

By: _____
J. Brent Richardson,
City Attorney

ATTEST:

By: _____
Sandi Brown, Agency Secretary

**Krazan & ASSOCIATES, INC.**GEOTECHNICAL ENGINEERING • ENVIRONMENTAL ENGINEERING
CONSTRUCTION TESTING & INSPECTION

August 28, 2012

Krazan Project No. 01406172

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Mr. Jim Taubert
City of Madera
As Successor Agency to the Former Madera Redevelopment Agency
428 East Yosemite Avenue
Madera, California 93638

RE: **REQUEST FOR CHANGE ORDER No. 4**
Additional Environmental Consulting and Remediation Services
Former Harmon's Service
1350 East Yosemite Avenue
Madera, California

Dear Mr. Taubert:

Krazan & Associates, Inc. (Krazan) appreciates the opportunity to assist the City of Madera as Successor Agency to the Former Madera Redevelopment Agency (City) with ongoing environmental remediation services at the referenced subject site. This Request for Change Order No. 4 is proposed to be guided by the terms and conditions of the existing January 13, 2010 *Agreement for Environmental Services for Soil and Groundwater Remediation* between the RDA and Krazan.

BACKGROUND

The purpose of the work related to this project is the remediation of hydrocarbon impacts to the subsurface from historical leaking fuel underground storage tanks formerly located on the referenced property. Krazan has been conducting environmental consulting and site assessment and cleanup activities on the subject site since 2006 by request of the City and in accordance with the oversight of the State Water Resources Control Board (SWRCB) and the 2010-2011 Orphan Site Cleanup Fund (OSCF) Program with the City as Grantee. In addition to these services, we have provided the City with application, compliance and reporting requirement services for grant reimbursement from the OSCF Program. Grant funding has been provided on an annual basis. However, the project is ongoing on a multi-year basis until site monitoring data indicates that contamination has decreased to levels acceptable to the regulatory agency in order to grant site closure. Consequently, subsequent funding has been required on a year-to-year basis.

Therefore, Krazan prepared the City's application for the 2011-2012 State OSCF Cleanup Grant in May 2011, which was approved by the SWRCB in a May 25, 2011 OSCF Program Cleanup Grant Agreement Number 10-719-550-0 in the amount of \$209,172. The City contracted with Krazan for provision of services in this amount based upon Krazan's Request for Change Orders No. 1 and No. 2. Subsequent to approval of this grant, because technical requirements of the remedial process changed (switch to thermal oxidizer remedial system) such that additional funding would be required to cover costs for additional materials, equipment and labor, in addition to a request for reimbursement of previously unreimbursed costs, Krazan prepared the City's application for Grant Amendment No. 2 in August-September 2011.

The SWRCB approved the grant amendment in November 2011 revising the grant amount to \$367,193 at that time.

Because of the necessity to continue remedial system operation due to on-going high influent contamination concentrations, Krazan submitted the City's application for Grant Amendment No. 3 requesting supplemental operating and monitoring costs through December 2013 in the amount of \$366,482. This additional cost was pre-approved by the SWRCB in August 2012 resulting in an amended grant total of \$733,675.

RATIONALE

Because the 2011-2012 OSCF Grant budget was increased to \$733,675, exceeding the existing contract total of \$367,193, this Request for Change Order No. 4 seeks to amend the agreement between the City and Krazan to increase by \$366,482.

CONTINUED PROJECT TASKS ANTICIPATED THROUGH SITE CLOSURE

The scope of work for this Request for Change Order No. 4 shall include the Scope of Work within the November 3, 2011 OSCF Program Cleanup Grant Agreement Number 10-719-550-1 between the RDA and the SWRCB.

- 1) Past Eligible Cleanup Response Work Conducted
- 2) Continued Soil Vapor Extraction and Groundwater Air Sparging
- 3) Groundwater Monitoring and Reporting
- 4) SVE System Decommissioning
- 5) Soil Vapor Survey
- 6) Public Notice
- 7) Destruction of Wells and SVE/AS Piping
- 8) Closure Report

COST OF SERVICES AND TIME LINE

Costs estimated herein are based upon continued operation of the on-site remedial system. Based upon the variable nature of specific subsurface conditions and circumstances related to operation and performance of the remedial system, estimated time to project completion may vary. Therefore, it is unfeasible to present a firm completion estimate. Furthermore, costs for operations and maintenance and project administration are estimated herein based upon experience with typical remedial scenarios, as such costs are dependent upon the length of time needed for system operations, as well as the unknown labor and materials demands to address unpredictable system performance and/or Grant requirements.

With consideration of the estimates of the required additional tasks and time line as presented above, the anticipated cost for additional services is on the order of \$366,482.

AUTHORIZATION

We are seeking written confirmation that we should continue the work as presented above on a time and expense basis. Please so indicate by signing the acknowledgement section at the bottom of this document, or provide an alternate form of documented authorization.

LIMITATIONS

Environmental remediation costs are subject to many influences that are not subject to precise forecasting and are outside of Consultant's control. As a result, actual costs incurred may vary substantially from the estimates prepared by Krazan. The provision of an estimate of fees or a cost estimate is not a guarantee that the services will be completed for that amount. Krazan & Associates will perform its services in a manner consistent with the standards of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services will be performed. Therefore, no warranty or guarantee, express or implied, is part of the services offered by this proposal.

CLOSING

We appreciate the opportunity to be of service to the City of Madera. If you have any questions regarding the scope of services proposed herein or the associated estimated cost for those services, or if we can be of further assistance, please feel free to contact me at 559-348-2200.

Respectfully submitted,
Krazan & Associates, Inc.



Arthur C. Farkas, R.E.A.
Environmental Division Manager

ACKNOWLEDGEMENT/CHANGE ORDER

Krazan & Associates, Inc. is hereby authorized to continue with the scope of additional services identified herein and the revised cost for services is acknowledged and approved. This Change Order is hereby made a part of the Professional Environmental Services Agreement entered into on January 13, 2010.

Approved by:

City of Madera as Successor Agency to the former Madera Redevelopment Agency

Signature

Date

Please Type or Print Name

Title