

JOINT MEETING NOTICE AND AGENDA

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

Wednesday, January 9, 2019 at 6:00 p.m.

City Hall Council Chambers, 205 West 4th Street, Madera, California 93637

1. 6:00 p.m. – CALL TO ORDER

ROLL CALL

Mayor Andrew J. Medellin
Mayor Pro-Tem Steve Montes
Council Member Cecelia K. Foley Gallegos
Council Member Jose Rodriguez
Council Member Derek O. Robinson Sr.
Council Member Santos Garcia
Council Member Donald E. Holley

INVOCATION

Pastor Lance Leach, Valley West Christian Center

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

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

PRESENTATIONS

INTRODUCTIONS

2. WORKSHOP

There are no items for this section.

3. CONSENT CALENDAR

- 3A.** Action Minutes of the Joint Meeting of the Regular Meeting of the Madera City Council, Special Meeting of the City Council as the Successor Agency to the former Madera Redevelopment Agency and Special Meeting of the Successor Housing Agency - July 11, 2018 **(City/Successor Agency/Successor Housing Agency)**
- 3B.** Action Minutes of the Joint Meeting of the Regular Meeting of the Madera City Council, Special Meeting of the City Council as the Successor Agency to the former Madera Redevelopment Agency and Special Meeting of the Successor Housing Agency - Minutes October 10, 2018 **(City/Successor Agency/Successor Housing Agency)**
- 3C.** Listing of Warrants Issued from October 1, 2018 to December 31, 2018 **(Successor Agency)**
- 3D.** Monthly Financial Reports – Successor Agency **(Successor Agency)**

- 3E. Consideration of Resolutions Amending the FY 2018/2019 Successor Agency and Successor Housing Agency Budget (**Successor Agency / Successor Housing Agency**)

4. **PROJECTS AND REPORTS**

- 4A. Consideration of a Resolution Adopting the Madera Recognized Obligation Payment Schedule (ROPS) 19-20 Representing the Period July 1, 2019 to June 30, 2020 (**Successor Agency**)
- 4B. Consideration of a Resolution Approving the Administrative Budget of the Successor Agency for the Period July 1, 2019 – June 30, 2020 (**Successor Agency**)

5. **AGREEMENTS**

- 5A. Consideration of a Resolution Approving Release of Disposition and Development Agreement Executed by Ironhorse Elm, LLC and Authorizing the Mayor to Execute the Release on Behalf of the City (**Successor Agency**)
- 5B. Consideration of a Resolution Approving a Sixth Amendment to the City Clerk At-Will Employment Agreement and Authorizing the Mayor to Execute the Amendment (**City**)

6. **HOUSING**

- 6A. Joint Public Hearing Regarding Consideration of Resolutions Approving 33433 Report and Approval of Sale of Real Properties Located at 307, 309, 311, 313, and 315 Malone Street and Consideration of a Resolution Approving Disposition and Development Agreement with Habitat for Humanity Fresno, Inc. (**City / Successor Housing Agency**)
- 6B. Consideration of Resolutions Approving Amendment to Grant Agreement with Madera Opportunities for Resident Enrichment and Services, Inc. (MORES) for a - 48 Unit Affordable Multi-Family Housing Project Located at 121, 125, 200 and 204 North "C" Street and Authorizing the Mayor to Execute the Agreement and Amending the 2018/2019 Agency Budget (**City / Successor Housing Agency**)

7. **GENERAL**

There are no items for this section.

8. **AGENCY MEMBER REPORTS**

9. **CLOSED SESSION**

- 9A. Conference with Labor Negotiators Pursuant to Government Code §54957.6

(A) Agency Designated Representatives: Arnaldo Rodriguez

Unrepresented Positions:

Planning Manager, Director of Community Development, Police Chief, Grant Administrator, City Engineer, Information Services Manager, Director of Parks & Community Services, Chief Building Official, Director of Financial Services, Public Works Operations Director and Director of Human Resources

(B) Agency Designated Representatives: Andy Medellin, Jose Rodriguez, Donald Holley

Unrepresented Positions:

City Attorney, City Clerk

- 9B. Conference with Legal Counsel – Existing Litigation. Subdivision (d)(1) of Government Code §54956.9

One case: MCA 1803, LLC, et al. v. City of Madera MCV073252

- 9C. Closed Session Announcement – City Attorney

- 9D. Closed Session Report – City Attorney

10. **ADJOURN**

The next Regular Meeting of the Successor Agency will be Wednesday, February 13, 2019.

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

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

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

I, Claudia Mendoza, Recording Secretary, declare under penalty of perjury that I posted the above Joint Meeting Agenda of the Special Meeting of the Madera City Council, and Regular Meeting of the City Council as the Successor Agency for the former Madera Redevelopment Agency and Special Meeting of the City Council as the Successor Housing Agency for January 9, 2019 to be held at 6:00 p.m. in the Council Chambers at City Hall near the front entrances of City Hall before the close of business on Thursday, January 3, 2019.



Claudia Mendoza, Successor Agency Recording Secretary

/cm

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

July 11, 2018
6:00 p.m.

City Hall
Council Chambers

1. CALL TO ORDER

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

ROLL CALL

Present: Mayor Andrew J. Medellin
Mayor Pro-Tem Jose Rodriguez
Council Member Cecelia K. Foley Gallegos
Council Member William Oliver was absent during roll call, arrived at 6:12 p.m.
Council Member Derek O. Robinson Sr.
Council Member Charles F. Rigby
Council Member Donald E. Holley

Absent: None

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

City of Madera staff members present: Neighborhood Preservation Supervisor Viola Rodriguez, Neighborhood Preservation Specialist Nicholas Salinas and Community Outreach Assistant Christina Herrera.

INVOCATION

Hannah Cummings, Teach One to Lead One

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Andrew Medellin.

PUBLIC COMMENT – REGULAR SESSION

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

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

Mayor Medellin recessed the Joint Special Meeting of the Madera City Council, Regular Meeting of the Madera City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Madera City Council as the Successor Housing Agency at 6:14 p.m. and opened the Special City Council Meeting was closed at 7:08 p.m.

Housing Authority Chairperson Oliver opened the Regular Meeting of the Housing Authority of the City of Madera, calling for items as listed on the agenda. The Housing Authority meeting was adjourned at 7:28 p.m.

Mayor Medellin reconvened the Joint Special Meeting of the Madera City Council, Regular Meeting of the Madera City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Madera City Council as the Successor Housing Agency at 7:30 p.m.

PRESENTATIONS

No Presentations were given.

INTRODUCTIONS

There are no items for this section.

2. WORKSHOP – This item was taken at 7:30 p.m. (after Item 5A)

2A. Rental Housing Inspection Program (City)

Neighborhood Preservation Supervisor Viola Rodriguez prepared a presentation that provided status of projections and costs of the Rental Housing Inspection Program. The presentation outlined cost per inspection, the inspections needed to be completed to meet the implementation plan that was outlined in the ordinance. The statistics she provided is for a six (6) month period.

Discussion followed.

Workshop only - no action taken.

Announcement by Secretary:

Per Government Code Section 54957.5, members of the public are advised, that less than 72 hours prior to this evening's meeting, Item 3A was provided to Council and staff. If you wish to obtain a copy of this item, it is located on the podium.

3. CONSENT CALENDAR This item was taken at 7:20 p.m. (before Item 2A)

3A. Minutes of the Joint Meeting of the Regular Meeting of the Madera City Council, Special Meeting of the City Council as the Successor Agency to the former Madera Redevelopment Agency and Special Meeting of the Successor Housing Agency – June 13, 2018 (City/Successor Agency/Successor Housing Agency)

3B. Listing of Warrants Issued from June 1, 2018 to June 30, 2018 (Successor Agency)

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

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

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

On motion by Council Member Holley seconded by Council Member Oliver on the Consent Calendar was approved unanimously as presented by the following 7/0 vote: Ayes: Council Members Medellin, Rodriguez, Robinson, Foley Gallegos, Rigby, Oliver and Holley; Noes: None; Absent: None; Abstain: None; Resulting in the unanimous approval of Minutes of the Regular Meeting of the Madera City Council, Special Meeting of the City Council as the Successor Agency to the former Madera Redevelopment Agency and Special Meeting of the Successor Housing Agency – June 13, 2018.

4. PROJECTS AND REPORTS This item was taken at 7:22 p.m. (before Item 2A)

4A. Update on Refunding of Successor Agency Bond Issues (Successor Agency)

Executive Director Wilson was very happy to report that the bond sale was a success. The bond financing team did a great job. He also credited former Executive Director Jim Taubert and former Executive Secretary Sandi Brown for ensuring everything was done in accordance within the bond requirements.

Discussion followed.

Update report only - no action taken.

5. AGREEMENTS This item was taken at 7:26 p.m. (before Item 2A)

5A. Consideration of a Resolution Approving Agreement for Purchase and Sale of Real Property and Escrow Instructions for the Sale of Real Property Located at 5 East Yosemite Avenue (APN 007-101-017) to Maria M. Melgar (City)

Executive Director Wilson reported Maria M. Melgar offered to purchase the property located at 5 East Yosemite Avenue. The sales price is considered to be fair market value at \$135,500.00. It is Ms. Melgar's intent is to open a sandwich shop/café.

Discussion followed.

Mayor Medellin called for a motion to adopt the City resolution

On motion by Council Member Oliver, seconded by Council Member Rodriguez, Resolution Number CC 18-128 was approved unanimously as presented by the following the 7/0 vote: Ayes: Council Members Medellin, Rodriguez, Robinson, Foley Gallegos, Rigby, Oliver and Holley; Noes: None; Absent: None; Abstain: None.

6. HOUSING

There are no items for this section.

7. GENERAL

There were no items for this section.

8. AGENCY MEMBER REPORTS

Council Member Robinson had nothing to report.

Council Member Foley Gallegos reported she attended a Business Watch meeting at Cazadores Bar & Grill with Mayor Medellin. Kudos to Officer Juarez, Christina Herrera and Lacey Burleson.

Council Member Rigby reported that Madera Police Department will be hosting a summer camp at the John Wells Center, everyone should check it out.

Council Member Holley encouraged everyone to attend Movies in the Park every Friday.

Council Member Oliver had nothing to report.

Mayor Pro Tem Rodriguez had nothing to report.

Mayor Medellin had nothing to report.

9. CLOSED SESSION

There are no items for this section.

10. ADJOURNMENT

Mayor Medellin adjourned the Joint Special Meeting of the Madera City Council, Regular Meeting of the Madera City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Madera City Council as the Successor Housing Agency at 8:52 p.m.

Claudia Mendoza, Recording Secretary

Andrew J. Medellin, Mayor

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

October 10, 2018
6:00 p.m.

City Hall
Council Chambers

1. CALL TO ORDER

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

ROLL CALL

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

Absent: Council Member William Oliver

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

City of Madera staff members present: City Administrator Steve Frazier, City Clerk Sonia Alvarez, City Engineer Keith Helmuth, Public Works Director John Scarborough.

INVOCATION

Council Member Donald Holley

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Andrew Medellin.

PUBLIC COMMENT – REGULAR SESSION

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

Baldwin Moy, 126 North B Street. Discussed the use of public facilities for community forum.

Rosalva Becerra, 29741 Avenue 22. Expressed concerns with auto accidents at Road 28 ½. Mayor Medellin responded to Ms. Becerra that we do not have jurisdiction in this location. She may want to see the Board of Supervisors, they meet on Tuesdays at 9:00 a.m.

No other Public Comments were offered.

Mayor Medellin recessed the Joint Special Meeting of the Madera City Council, Regular Meeting of the Madera City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Madera City Council as the Successor Housing Agency at 6:14 p.m. and opened the Special City Council Meeting was closed at 7:08 p.m.

Housing Authority Chairperson Oliver opened the Regular Meeting of the Housing Authority of the City of Madera, calling for items as listed on the agenda. The Housing Authority meeting was adjourned at 7:28 p.m.

Mayor Medellin reconvened the Joint Special Meeting of the Madera City Council, Regular Meeting of the Madera City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Madera City Council as the Successor Housing Agency at 7:30 p.m.

PRESENTATIONS

No Presentations were given.

INTRODUCTIONS

There are no items for this section.

2. WORKSHOP

There are no items for this section.

3. CONSENT CALENDAR

3A. Listing of Warrants Issued from July 1, 2018 to September 30, 2018 (Successor Agency)

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

3C. Consideration of Resolution Amending the FY 2018/2019 Successor Agency and Successor Housing Agency Budget (Successor Agency)

3D. Consideration of a Resolution Approving Execution of Petition including Consent and Waiver Requesting the Annexation of Property to the City of Madera Community Facilities District No. 2005-1 Annexation No. 4 and Authorizing the Mayor to Execute the Petition on behalf of the Agency (Successor Housing Agency)

3E. Change from Detailed Minutes to Action Minutes for Special Meeting of Madera City Council as the Successor Agency and Successor Housing Agency (Successor Agency and Successor Housing Agency)

3F. Investment Report for the Quarter Ending June 30, 2018 (Successor Agency)

- 3G. Consideration of Resolution Approving Agreement with Fraser & Associates for Services Related to Continuing Bond Disclosure Requirements (Successor Agency)**
- 3H. Consideration of a Resolution Approving an Agreement with Pacific Gas & Electric Related to the Installation of Gas and Electric Facilities for the Riverwalk Subdivision Project (Successor Housing Agency)**

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

On motion by Council Member Rigby seconded by Council Member Foley Gallegos on the Consent Calendar was approved unanimously as presented by the following 6/0 vote: Ayes: Council Members Medellin, Rodriguez, Robinson, Foley Gallegos, Rigby and Holley; Noes: None; Absent: Council Member Oliver; Abstain: None; resulting in the adoption of resolutions SA 18-15, SHA 18-15, SHA 18-16, SA 18-16 and SHA 18-17.

4. PROJECTS AND REPORTS

- 4A. Discussion and Direction Concerning Future Use of 428 East Yosemite Avenue Office of the Successor Agency to the former Madera Redevelopment Agency (Successor Agency)**

Executive Director Wilson asked the City Council to discuss and provide direction concerning the future use of the building at 428 East Yosemite Avenue.

Discussion followed.

On motion by Council Member Foley Gallegos seconded by Council Member Holley approving the motion unanimously by the following the 6/0 vote: Ayes: Council Members Medellin, Rodriguez, Robinson, Foley Gallegos, Rigby and Holley; Noes: None; Absent: Council Member Oliver; Abstain: None; resulting in the approval of the Engineering Department, Building Department and Planning Department move to 428 East Yosemite Avenue building.

5. AGREEMENTS

- 5A. Joint Public Hearing Regarding Consideration of Resolutions Approving 33433 Report and Agreement for Purchase and Sale of Real Property and Escrow Instructions for the Sale of Real Property Located at 121 & 125 North "C" Street (APN 007-112-014 & 015) to Madera Opportunities for Resident Enrichment Services, Inc. (Successor Agency)**

Executive Director Wilson reported that this is a noticed public hearing that the City Council and the Successor Agency will consider adopting resolutions approving a sales agreement for properties located at 121 & 125 North "C" Street to MORES. The sales price is \$96,000.00

Mayor Medellin opened the public hearing at 7:54 p.m. There being no other speakers, the public hearing was closed at 7:54 p.m.

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

On motion by Council Member Rigby, seconded by Council Member Foley Gallegos, Resolution Number SA 18-17 was approved unanimously as presented by the following the 6/0 vote: Ayes:

Council Members Medellin, Rodriguez, Robinson, Foley Gallegos, Rigby and Holley; Noes: None; Absent: Council Member Oliver; Abstain: None.

Mayor Medellin called for a motion to adopt the City resolution

On motion by Council Member Rigby, seconded by Mayor Pro-Tem Rodriguez, Resolution Number CC 18-196 was approved unanimously as presented by the following the 6/0 vote: Ayes: Council Members Medellin, Rodriguez, Robinson, Foley Gallegos, Rigby and Holley; Noes: None; Absent: Council Member Oliver; Abstain: None.

5B. Consideration of a Resolution Approving Six Street Easement Deeds for Six Successor Agency Owned Parcels to the State of California, Department of Transportation (Successor Agency)

Executive Director Wilson reported that the Successor Agency Board will consider adopting a resolution approving six street easement deeds for six parcels to the State of California Department of Transportation in conjunction with the City's East Yosemite Avenue (State Route 145) & Elm Street Traffic Signal Project.

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

On motion by Council Member Holley, seconded by Council Member Rigby, Resolution Number SA 18-18 was approved unanimously as presented by the following the 6/0 vote: Ayes: Council Members Medellin, Rodriguez, Robinson, Foley Gallegos, Rigby and Holley; Noes: None; Absent: Council Member Oliver; Abstain: None.

5C. Consideration of a Resolution Approving Agreement with Bartel Associates, LLC for Actuarial Consulting Services Related to Agency CalPERS Unfunded Liabilities (Successor Agency)

Executive Director Wilson reported that the Successor Agency Board will consider a resolution approving an agreement with Bartel Associates, LLC to calculate the Agency's unfunded PERS liability. The agreement amount is not to exceed \$6,000.

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

On motion by Council Member Holley, seconded by Council Member Foley Gallegos, Resolution Number SA 18-19 was approved unanimously as presented by the following the 6/0 vote: Ayes: Council Members Medellin, Rodriguez, Robinson, Foley Gallegos, Rigby and Holley; Noes: None; Absent: Council Member Oliver; Abstain: None.

5D. Consideration of a Resolution Approving a Real Estate Option Agreement, Memorandum of Agreement, and Purchase and Sale Agreement with Madera Opportunities for Resident Enrichment and Services, Inc for the properties at 200 and 204 N. C Street (City)

Community Development Director Dave Merchen reported the City owns two adjoining parcels located at 200 and 204 N. C Street in downtown Madera. Madera Opportunities for Resident Enrichment and Services, Inc. (MORES) is proposing to develop a 28-unit veteran's housing

project on these properties and is preparing an application to fund the project through the Affordable Housing Sustainable Communities program.

Mr. Merchen presented three agreements for the City Council's consideration.

Discussion followed.

Mayor Medellin called for a motion to adopt the City Council resolution

On motion by Council Member Foley Gallegos, seconded by Council Member Robinson, Resolution Number CC 18-197 was approved unanimously as presented by the following the 6/0 vote: Ayes: Council Members Medellin, Rodriguez, Robinson, Foley Gallegos, Rigby and Holley; Noes: None; Absent: Council Member Oliver; Abstain: None.

6. HOUSING

6A. Consideration of a Resolution Approving a Grant Agreement with Madera Opportunities for Resident Enrichment and Services, Inc. (MORES) for a 48-Unit Affordable Multi-Family Housing Project located at 121, 125, 200 and 204 North "C" Street (Successor Housing Agency)

Executive Director Wilson reported that the Successor Housing Agency Board will consider resolution approving a grant agreement with MORES. This grant will be funded with program income in the Low Mod Housing Fund. The agreement amount is not to exceed \$226,000.

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

On motion by Council Member Holley, seconded by Council Member Robinson, Resolution Number SHA 18-18 was approved unanimously as presented by the following the 6/0 vote: Ayes: Council Members Medellin, Rodriguez, Robinson, Foley Gallegos, Rigby and Holley; Noes: None; Absent: Council Member Oliver; Abstain: None.

6B. Consideration of a Resolution Approving an Agreement with California Utility Consultants, Inc., for Engineering Services Related to the Design and Installation of Gas, Electric, Phone, and CATV Facilities for the Adelaide Subdivision (Successor Housing Agency)

Executive Director Wilson reported that the Successor Housing Agency Board will consider adopting a resolution approving an agreement with California Utility Consultants, Inc. to design and coordinate the Adelaide Subdivision work associated with the dry utilities. The agreement amount not to exceed \$28,500.00

Mayor Medellin called for a motion to adopt the City Council resolution

On motion by Council Member Foley Gallegos, seconded by Council Member Robinson, Resolution Number SHA 18-19 was approved unanimously as presented by the following the 6/0 vote: Ayes: Council Members Medellin, Rodriguez, Robinson, Foley Gallegos, Rigby and Holley; Noes: None; Absent: Council Member Oliver; Abstain: None.

7. GENERAL

There were no items for this section.

8. AGENCY MEMBER REPORTS

Council Member Robinson had nothing to report.

Council Member Foley Gallegos had nothing to report.

Council Member Rigby had nothing to report.

Council Member Holley had nothing to report.

Mayor Pro Tem Rodriguez had nothing to report.

Mayor Medellin stated that there is a lot of fantastic things that are happening in Madera that we are doing. We can do better job writing our story than letting someone else write that story for us.

9. CLOSED SESSION

9A. Closed Session Announcement – City Attorney

9B. Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code §54956.9(d)(2) – 1 case

9C. Reconvene Closed Session at 8:27 p.m.

The City Council retired to Closed Session at 8:12 p.m. and reconvened the meeting at 8:27 p.m. with all members present.

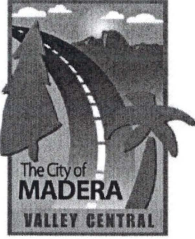
Mr. Richardson announced that the City Council met in Closed Session for one item pursuant to Government Code Section 54956.9(d)(2), and noted that no reportable action was taken during Closed Session.

10. ADJOURNMENT

Mayor Medellin adjourned the Joint Special Meeting of the Madera City Council, Regular Meeting of the Madera City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Madera City Council as the Successor Housing Agency at 8:27 p.m.

Claudia Mendoza, Recording Secretary

Andrew J. Medellin, Mayor



REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: January 9, 2019

Agenda Number: 3C

Finance Department

A handwritten signature in blue ink, appearing to read "Susan O'Haro", written over a horizontal line.

Susan O'Haro, Financial Services Manager

Department Director

A handwritten signature in blue ink, appearing to read "Bob Wilson", written over a horizontal line.

Bob Wilson, Executive Director

SUBJECT: Listing of Warrants Issued for October 1 through December 31, 2018

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

SUMMARY: Successor Agency Warrants

DISCUSSION: Attached is the register of warrants for the Successor Agency to the former Redevelopment Agency covering obligations paid during the period mentioned above.

FINANCIAL IMPACT: Warrants #1374 – 1412 in the amount of \$34,894.73

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: Approval of the monthly financial reports is not addressed in the vision or action plans; there is no formal action being requested, therefore, no conflict exists with any of the actions or goals contained in that plan.

ALTERNATIVES: None

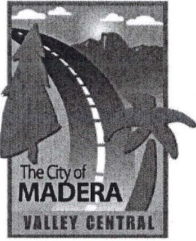
ATTACHMENTS: Successor Agency Warrant Listing

THE SUCCESSOR AGENCY TO
THE FORMER CITY OF MADERA REDEVELOPMENT AGENCY
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK MAIN ACCOUNT
January 9, 2019

| CHECK | PAYDATE | ISSUED TO | DESCRIPTION | AMOUNT |
|-------|------------|----------------------------------|--|----------|
| 1374 | 10/05/2018 | CITY OF MADERA | Parking & Business District Assessment 12/31/2018 5 E Yosemite | 34.13 |
| 1375 | 10/05/2018 | CITY OF MADERA | Parking & Business District Assessment 12/31/2018 428 E Yosemite | 113.69 |
| 1376 | 10/05/2018 | MADERA CLEANERS AND LAUNDRY INC. | Mat Cleaning | 4.50 |
| 1377 | 10/05/2018 | MADERA TRIBUNE | Public Hearing 121-125 N. C St PHN | 216.00 |
| 1378 | 10/18/2018 | CHICAGO TITLE | Title 309 Malone | 500.00 |
| 1379 | 10/18/2018 | CHICAGO TITLE | Title 311 Malone | 500.00 |
| 1380 | 10/18/2018 | CHICAGO TITLE | Title 313 Malone | 500.00 |
| 1381 | 10/18/2018 | CHICAGO TITLE | Title 315 Malone | 500.00 |
| 1382 | 10/18/2018 | CHICAGO TITLE | Title 317 Malone | 500.00 |
| 1383 | 10/18/2018 | CITY OF MADERA | UB Billing for October 2018 5 E Yosemite | 204.21 |
| 1384 | 10/18/2018 | MADERA UNIFIED SCHOOL DISTRICT | Adopt A School - Fingerprinting | 188.00 |
| 1385 | 10/18/2018 | PACIFIC GAS & ELECTRIC | Gas & Electric utilities Sept 2018 5 E Yosemite & 428 E Yosemite | 1,205.42 |
| 1386 | 10/18/2018 | ROBERT PAUL ROWE | 305 E Yosemite Ave appraisal | 1,750.00 |
| 1387 | 10/19/2018 | ANTHEM BLUE CROSS | City paid retiree Med Bill Nov 2018-Jim Taubert | 143.67 |
| 1388 | 10/19/2018 | ANTHEM BLUE CROSS | City paid retiree Rx Bill Nov 2018-Jim Taubert | 169.80 |
| 1389 | 10/26/2018 | FREDERICK DEAN ROLLINS | Appraisal 121 & 125 N C St | 450.00 |
| 1390 | 10/26/2018 | GIERSCH & ASSOCIATES, INC. | E Yosemite & Elm Lot Development Project | 5,597.25 |
| 1391 | 11/09/2018 | BANK OF NEW YORK MELLON | 2003 Final Rebate Calculation | 1,500.00 |
| 1392 | 11/09/2018 | BANK OF NEW YORK MELLON | 1998 Final Rebate Calculation | 2,000.00 |
| 1393 | 11/09/2018 | GIERSCH & ASSOCIATES, INC. | E Yosemite & Elm Lot Development Project | 1,413.75 |
| 1394 | 11/09/2018 | MADERA TRIBUNE | Public Hearing 121-125 N. C St PHN | 220.00 |
| 1395 | 11/09/2018 | PACIFIC GAS & ELECTRIC | Gas & Electric utilities Oct 2018 5 E Yosemite & 428 E Yosemite | 928.75 |
| 1396 | 11/09/2018 | SANDY'S HOUSEKEEPING | Janitorial Svs Nov 2018 | 150.00 |
| 1397 | 11/16/2018 | ANTHEM BLUE CROSS | City paid retiree Rx Bill Dec 2018-Jim Taubert | 169.80 |
| 1398 | 11/16/2018 | CITY OF MADERA | UB Billing for November 2018 5 E Yosemite | 213.82 |
| 1399 | 11/21/2018 | ANTHEM BLUE CROSS | City paid retiree Med Bill Dec 2018-Jim Taubert | 143.67 |
| 1400 | 12/07/2018 | BLAIR CHURCH & FLYNN | Adelaide Subdivision Engineering Svs | 8,563.50 |
| 1401 | 12/07/2018 | CHICAGO TITLE COMPANY | Title report Adelaide Subdivision-map | 500.00 |
| 1402 | 12/07/2018 | DIAMOND COMMUNICATIONS | Alarm monitoring for Jan-Mar 2019 | 180.00 |
| 1403 | 12/07/2018 | GIERSCH & ASSOCIATES, INC. | E Yosemite & Elm Lot Development Project | 1,925.00 |
| 1404 | 12/07/2018 | MADERA CHAMBER OF COMMERCE | 2019 Membership dues | 200.00 |
| 1405 | 12/07/2018 | MADERA UNIFIED SCHOOL DISTRICT | Adopt A School - Fingerprinting | 141.00 |
| 1406 | 12/07/2018 | SANDY'S HOUSEKEEPING | Janitorial Svs Dec 2018 | 150.00 |
| 1407 | 12/07/2018 | TERMINIX INTERNATIONAL | Pest Control Svs 428 E Yosemite Ave 11/1/18 | 29.00 |
| 1408 | 12/14/2018 | MADERA CLEANERS AND LAUNDRY INC. | Mat Cleaning | 18.00 |
| 1409 | 12/21/2018 | CITY OF MADERA | UB Billing for December 2018 5 E Yosemite | 168.39 |
| 1410 | 12/21/2018 | GIERSCH & ASSOCIATES, INC. | E Yosemite & Elm Lot Development Project | 2,613.00 |
| 1411 | 12/21/2018 | PACIFIC GAS & ELECTRIC | Gas & Electric utilities Nov 2018 5 E Yosemite & 428 E Yosemite | 926.71 |
| 1412 | 12/28/2018 | ANTHEM BLUE CROSS | City paid retiree Med Bill Jan 2019-Jim Taubert | 163.67 |

BANK #1 - Union Bank Main Acct. Total

\$ 34,894.73



REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: January 9, 2019

Agenda Number: 3D

Finance Department



Susan O'Haro, Financial Services Manager

Department Director



Bob Wilson, Executive Director

SUBJECT: Monthly Financial Reports

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

SUMMARY: Successor Agency Financial Statements for month ending December 31, 2018

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

FINANCIAL IMPACT: The financial statements enclosed reflect the activities of the Successor Agency for the period ending December 31, 2018.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: Approval of the monthly financial reports is not addressed in the vision or action plans; there is no formal action being requested, therefore, no conflict exists with any of the actions or goals contained in that plan.

ALTERNATIVES: None

ATTACHMENTS: Successor Agency Financial Statements

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City of Madera, CA - LIVE 2018.1
FLEXIBLE PERIOD REPORT

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FROM 2019 01 TO 2019 06

ACCOUNTS FOR:
4020 Housing Fund

| | ORIGINAL APPROP | TRANFRS/ ADJSTMTS | REVISED BUDGET | ACTUALS | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|---|--------------------|----------------------|-------------------|------------|--------------|---------------------|-------------|
| 40200000 Low/Mod Housing Fund | | | | | | | |
| 40200000 4000 Current Secured Property Tax | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40200000 4001 Current Supplemental Property | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40200000 4002 Current Unsecured Property T | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40200000 4003 Homeowner's Prop Tax Relief | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40200000 4005 Prior Year Property Tax | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40200000 4162 Interest Income | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40200000 4163 Interest Income/Loans | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40200000 4190 Rental Income | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40200000 4201 Services for Other Agencies | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40200000 4355 Transfer In | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40200000 4434 Grant | 0 | -226,000 | -226,000 | .00 | .00 | -226,000.00 | .0% |
| 40200000 4442 Local Grants | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40200000 4555 Multi-Family Rehab Program | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40200000 4657 Miscellaneous Revenue | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40200000 4659 Refunds and Reimbursements | 0 | -12,000 | -12,000 | -14,875.50 | .00 | 2,875.50 | 124.0% |
| 40200000 4671 Sale of Real and Personal Pr | -850,000 | 0 | -850,000 | -50,000.00 | .00 | -800,000.00 | 5.9% |
| 40200000 4742 Unrealized Gain/Loss on Inve | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40200000 4750 Gain on Sale of Real Propert | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40200000 4751 Realized Gain/Loss Sale of I | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40200000 5000 Salaries/Full-time | 37,172 | 0 | 37,172 | 10,263.58 | .00 | 26,908.42 | 27.6% |
| 40200000 5005 Salaries/Part-time | 3,694 | 0 | 3,694 | .00 | .00 | 3,694.00 | .0% |
| 40200000 5100 Salaries/Overtime | 0 | 0 | 0 | 31.43 | .00 | -31.43 | .0% |
| 40200000 5105 Salaries/Leave Payout | 3,155 | 0 | 3,155 | .00 | .00 | 3,155.00 | .0% |
| 40200000 5200 Salaries/Auto & Expense Allo | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40200000 5300 Public Employee Retirement S | 7,963 | 0 | 7,963 | 1,544.55 | .00 | 6,418.45 | 19.4% |
| 40200000 5302 Long Term Disability Insuran | 86 | 0 | 86 | 35.30 | .00 | 50.70 | 41.0% |
| 40200000 5303 Life Insurance Premiums | 14 | 0 | 14 | 7.15 | .00 | 6.85 | 51.1% |
| 40200000 5304 Workers Compensation Insuran | 3,740 | 0 | 3,740 | 899.42 | .00 | 2,840.58 | 24.0% |
| 40200000 5305 Medicare Tax- Employer's Sha | 643 | 0 | 643 | 154.77 | .00 | 488.23 | 24.1% |
| 40200000 5307 Deferred Comp/Part-Time | 139 | 0 | 139 | .00 | .00 | 139.00 | .0% |
| 40200000 5308 Deferred Compensation/Full-t | 183 | 0 | 183 | 425.42 | .00 | -242.42 | 232.5% |
| 40200000 5309 Unemployment Insurance | 95 | 0 | 95 | .00 | .00 | 95.00 | .0% |
| 40200000 5310 Section 125 Benefit Allow. | 6,389 | 0 | 6,389 | 2,422.67 | .00 | 3,966.33 | 37.9% |
| 40200000 6401 Gas and Electric Utilities | 4,000 | 0 | 4,000 | .00 | .00 | 4,000.00 | .0% |
| 40200000 6402 Telephone/Fax Charges | 350 | 0 | 350 | 67.64 | .00 | 282.36 | 19.3% |
| 40200000 6410 Advertising/Job Announcement | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40200000 6411 Advertising/Bids and Notices | 3,500 | 0 | 3,500 | 436.00 | .00 | 3,064.00 | 12.5% |
| 40200000 6414 Professional Dues | 0 | 0 | 0 | .00 | .00 | .00 | .0% |

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FLEXIBLE PERIOD REPORT

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FROM 2019 01 TO 2019 06

ACCOUNTS FOR:
4020 Housing Fund

| | ORIGINAL APPROP | TRANFRS/ ADJSTMTS | REVISED BUDGET | ACTUALS | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|--|--------------------|----------------------|-------------------|------------|--------------|---------------------|-------------|
| 40200000 6415 Publications/Subscriptions | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40200000 6416 Office Supplies/Expendable | 200 | 0 | 200 | .00 | .00 | 200.00 | .0% |
| 40200000 6418 Postage / Other Mailing Char | 100 | 0 | 100 | .00 | .00 | 100.00 | .0% |
| 40200000 6420 Mileage Reimbursements | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40200000 6426 Equipment Fuel, Supplies & M | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40200000 6440 Contracted Services | 60,000 | -350 | 59,650 | 10,296.00 | .00 | 49,354.00 | 17.3% |
| 40200000 6442 Audit Fees | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40200000 6449 Bond Cost of Issuance Fees | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40200000 6480 Adopt-A-School Grant Program | 0 | 0 | 0 | 329.00 | .00 | -329.00 | .0% |
| 40200000 6481 Affordable Housing Grants | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40200000 6485 Rehabilitation Costs | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40200000 6487 Disposal Costs | 80,000 | 0 | 80,000 | 716.00 | .00 | 79,284.00 | .9% |
| 40200000 6515 Taxes and Assessments | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40200000 6530 Conference/Training/Ed | 100 | 0 | 100 | .00 | .00 | 100.00 | .0% |
| 40200000 6532 Maintenance/Other Supplies | 400 | 0 | 400 | .00 | .00 | 400.00 | .0% |
| 40200000 6535 Lease Property Maintenance | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40200000 6560 Liability / Property Insuran | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40200000 6562 Retiree Insurance Premiums | 0 | 350 | 350 | 210.81 | .00 | 139.19 | 60.2% |
| 40200000 6570 Settlements | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40200000 6704 Intergov'l Charges | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40200000 6802 Acquisitions | 800,000 | -300,000 | 500,000 | 2,950.00 | .00 | 497,050.00 | .6% |
| 40200000 6999 Prior Period Exp Adjustment | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40200000 7000 Vehicles and Equipment | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40200000 7030 Facilities And Improvements | 0 | 300,000 | 300,000 | 170,864.88 | .00 | 129,135.12 | 57.0% |
| 40200000 8000 Interest Expense | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40200000 8001 Principal Payment | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40200000 8200 Transfer Out | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| TOTAL Low/Mod Housing Fund | 161,923 | -238,000 | -76,077 | 136,779.12 | .00 | -212,856.12-179.8% | |
| TOTAL Housing Fund | 161,923 | -238,000 | -76,077 | 136,779.12 | .00 | -212,856.12-179.8% | |
| TOTAL REVENUES | -850,000 | -238,000 | -1,088,000 | -64,875.50 | .00 | -1,023,124.50 | |
| TOTAL EXPENSES | 1,011,923 | 0 | 1,011,923 | 201,654.62 | .00 | 810,268.38 | |

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FROM 2019 01 TO 2019 06

ACCOUNTS FOR:

4030 Redev Prop Tax Trust Fd

| ORIGINAL APPROP | TRANFRS/ ADJSTMTS | REVISED BUDGET | ACTUALS | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|--------------------|----------------------|-------------------|---------|--------------|---------------------|-------------|
|--------------------|----------------------|-------------------|---------|--------------|---------------------|-------------|

40300000 Non Housing Tax Increment

| | | | | | | | | | |
|----------|------|-------------------------------|------------|---|------------|---------------|-----|---------------|-------|
| 40300000 | 4000 | Current Secured Property Tax | -3,343,667 | 0 | -3,343,667 | -1,900,000.00 | .00 | -1,443,667.00 | 56.8% |
| 40300000 | 4001 | Current Supplemental Property | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 | 4002 | Current Unsecured Property T | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 | 4003 | Homeowner's Prop Tax Relief | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 | 4005 | Prior Year Property Tax | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 | 4162 | Interest Income | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 | 4167 | Rents and Leases | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 | 4201 | Services for Other Agencies | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 | 4355 | Transfer In | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 | 4434 | Grant | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 | 4657 | Miscellaneous Revenue | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 | 4659 | Refunds and Reimbursements | 0 | 0 | 0 | -3,166.71 | .00 | 3,166.71 | .0% |
| 40300000 | 4671 | Sale of Real and Personal Pr | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 | 4742 | Unrealized Gain/Loss on Inve | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 | 4751 | Realized Gain/Loss Sale of I | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 | 5000 | Salaries/Full-time | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 | 5005 | Salaries/Part-time | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 | 5100 | Salaries/Overtime | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 | 5105 | Salaries/Leave Payout | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 | 5200 | Salaries/Auto & Expense Allo | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 | 5300 | Public Employee Retirement S | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 | 5302 | Long Term Disability Insuran | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 | 5303 | Life Insurance Premiums | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 | 5304 | Workers Compensation Insuran | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 | 5305 | Medicare Tax- Employer's Sha | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 | 5307 | Deferred Comp/Part-Time | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 | 5308 | Deferred Compensation/Full-t | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 | 5309 | Unemployment Insurance | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 | 5310 | Section 125 Benefit Allow. | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 | 6401 | Gas and Electric Utilities | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 | 6402 | Telephone/Fax Charges | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 | 6416 | Office Supplies/Expendable | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 | 6418 | Postage / Other Mailing Char | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 | 6420 | Mileage Reimbursements | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 | 6440 | Contracted Services | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 | 6442 | Audit Fees | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 | 6480 | Program Expense | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 | 6487 | Disposal Costs | 0 | 0 | 0 | .00 | .00 | .00 | .0% |

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FROM 2019 01 TO 2019 06

ACCOUNTS FOR:

4030 Redev Prop Tax Trust Fd

| | ORIGINAL APPROP | TRANFRS/ ADJSTMTS | REVISED BUDGET | ACTUALS | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|--|--------------------|----------------------|-------------------|---------------|--------------|---------------------|-------------|
| 40300000 6515 Taxes and Assessments | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 6530 Conference/Training/Ed | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 6532 Maintenance/Other Supplies | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 6535 Lease Property Maintenance | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 6561 Miscellaneous Expenses | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 6704 Intergov'l Charges | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 6779 Pension Expense-GASB 68 | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 6903 Interfund Charges - Cost Dis | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 6999 Prior Period Exp Adjustment | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 7000 Vehicles and Equipment | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 7030 Facilities And Improvements | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 40300000 8200 Transfer Out | 3,581,426 | 0 | 3,581,426 | 2,137,759.00 | .00 | 1,443,667.00 | 59.7% |
| TOTAL Non Housing Tax Increment | 237,759 | 0 | 237,759 | 234,592.29 | .00 | 3,166.71 | 98.7% |
| TOTAL Redev Prop Tax Trust Fd | 237,759 | 0 | 237,759 | 234,592.29 | .00 | 3,166.71 | 98.7% |
| TOTAL REVENUES | -3,343,667 | 0 | -3,343,667 | -1,903,166.71 | .00 | -1,440,500.29 | |
| TOTAL EXPENSES | 3,581,426 | 0 | 3,581,426 | 2,137,759.00 | .00 | 1,443,667.00 | |

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 City of Madera, CA - LIVE 2018.1
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FROM 2019 01 TO 2019 06

ACCOUNTS FOR:

5750 Successor Agency Admin

| | ORIGINAL APPROP | TRANFRS/ ADJSTMTS | REVISED BUDGET | ACTUALS | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|--|--------------------|----------------------|-------------------|-------------|--------------|---------------------|-------------|
| 57500000 Successor Agency Admin | | | | | | | |
| 57500000 4355 Transfer In | -250,000 | 0 | -250,000 | -125,000.00 | .00 | -125,000.00 | 50.0% |
| 57500000 4659 Refunds and Reimbursements | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 57500000 5000 Salaries/Full-time | 132,167 | 0 | 132,167 | 36,492.70 | .00 | 95,674.30 | 27.6% |
| 57500000 5005 Salaries/Part-time | 13,134 | 0 | 13,134 | .00 | .00 | 13,134.00 | .0% |
| 57500000 5100 Salaries/Overtime | 0 | 0 | 0 | 111.78 | .00 | -111.78 | .0% |
| 57500000 5105 Salaries/Leave Payout | 11,219 | 0 | 11,219 | .00 | .00 | 11,219.00 | .0% |
| 57500000 5200 Salaries/Auto & Expense Allo | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 57500000 5300 Public Employee Retirement S | 28,314 | 0 | 28,314 | 5,491.66 | .00 | 22,822.34 | 19.4% |
| 57500000 5302 Long Term Disability Insuran | 304 | 0 | 304 | 125.48 | .00 | 178.52 | 41.3% |
| 57500000 5303 Life Insurance Premiums | 48 | 0 | 48 | 25.41 | .00 | 22.59 | 52.9% |
| 57500000 5304 Workers Compensation Insuran | 13,298 | 0 | 13,298 | 3,197.94 | .00 | 10,100.06 | 24.0% |
| 57500000 5305 Medicare Tax- Employer's Sha | 2,286 | 0 | 2,286 | 550.32 | .00 | 1,735.68 | 24.1% |
| 57500000 5307 Deferred Comp/Part-Time | 492 | 0 | 492 | .00 | .00 | 492.00 | .0% |
| 57500000 5308 Deferred Compensation/Full-t | 651 | 0 | 651 | 1,512.54 | .00 | -861.54 | 232.3% |
| 57500000 5309 Unemployment Insurance | 335 | 0 | 335 | .00 | .00 | 335.00 | .0% |
| 57500000 5310 Section 125 Benefit Allow. | 22,714 | 0 | 22,714 | 7,864.89 | .00 | 14,849.11 | 34.6% |
| 57500000 6401 Gas and Electric Utilities | 4,000 | 0 | 4,000 | 7,384.65 | .00 | -3,384.65 | 184.6% |
| 57500000 6402 Telephone/Fax Charges | 3,500 | 0 | 3,500 | 989.56 | .00 | 2,510.44 | 28.3% |
| 57500000 6410 Advertising/Job Announcement | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 57500000 6411 Advertising/Bids and Notices | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 57500000 6414 Professional Dues | 300 | 0 | 300 | 200.00 | .00 | 100.00 | 66.7% |
| 57500000 6415 Publications/Subscriptions | 100 | 0 | 100 | 39.00 | .00 | 61.00 | 39.0% |
| 57500000 6416 Office Supplies/Expendable | 1,500 | 0 | 1,500 | 87.98 | .00 | 1,412.02 | 5.9% |
| 57500000 6418 Postage / Other Mailing Char | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 57500000 6420 Mileage Reimbursements | 1,200 | 0 | 1,200 | .00 | .00 | 1,200.00 | .0% |
| 57500000 6440 Contracted Services | 10,000 | -1,750 | 8,250 | 1,814.42 | .00 | 6,435.58 | 22.0% |
| 57500000 6442 Audit Fees | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 57500000 6515 Taxes and Assessments | 500 | 0 | 500 | 227.38 | .00 | 272.62 | 45.5% |
| 57500000 6530 Conference/Training/Ed | 2,000 | 0 | 2,000 | .00 | .00 | 2,000.00 | .0% |
| 57500000 6532 Maintenance/Other Supplies | 2,000 | 0 | 2,000 | 42.13 | .00 | 1,957.87 | 2.1% |
| 57500000 6562 Retiree Insurance Premiums | 0 | 1,750 | 1,750 | 1,139.59 | .00 | 610.41 | 65.1% |
| 57500000 6779 Pension Expense-GASB 68 | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 57500000 6918 Interfund Charges- Comp Main | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 57500000 6920 Interfund Charges - Computer | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 57500000 6999 Prior Period Exp Adjustment | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 57500000 7000 Vehicles and Equipment | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| TOTAL Successor Agency Admin | 62 | 0 | 62 | -57,702.57 | .00 | 57,764.57 | % |

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FROM 2019 01 TO 2019 06

ACCOUNTS FOR:
5750 Successor Agency Admin

| | ORIGINAL APPROP | TRANFRS/ ADJSTMTS | REVISED BUDGET | ACTUALS | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|------------------------------|--------------------|----------------------|-------------------|-------------|--------------|---------------------|-------------|
| TOTAL Successor Agency Admin | 62 | 0 | 62 | -57,702.57 | .00 | 57,764.57 | % |
| TOTAL REVENUES | -250,000 | 0 | -250,000 | -125,000.00 | .00 | -125,000.00 | |
| TOTAL EXPENSES | 250,062 | 0 | 250,062 | 67,297.43 | .00 | 182,764.57 | |

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| ACCOUNTS FOR: | | | ORIGINAL APPROP | TRANFRS/ ADJSTMTS | REVISED BUDGET | ACTUALS | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|------------------------------------|------|------------------------------|--------------------|----------------------|-------------------|----------|--------------|---------------------|-------------|
| 6050 Non Housing Bond Proceeds | | | | | | | | | |
| <hr/> | | | | | | | | | |
| 60500000 Non Housing Bond Proceeds | | | | | | | | | |
| <hr/> | | | | | | | | | |
| 60500000 | 4162 | Interest Income | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60500000 | 4201 | Services for Other Agencies | -1,200 | 1,000 | -200 | -200.00 | .00 | .00 | 100.0% |
| 60500000 | 4355 | Transfer In | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60500000 | 4434 | Grant | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60500000 | 4657 | Miscellaneous Revenue | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60500000 | 4659 | Refunds and Reimbursements | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60500000 | 4671 | Sale of Real and Personal Pr | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60500000 | 4742 | Unrealized Gain/Loss on Inve | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60500000 | 4750 | Gain on Sale of Real Propert | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60500000 | 4751 | Realized Gain/Loss Sale of I | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60500000 | 4753 | Proceeds from Sale of Bonds | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60500000 | 5000 | Salaries/Full-time | 37,172 | -32,000 | 5,172 | 5,401.87 | .00 | -229.87 | 104.4% |
| 60500000 | 5005 | Salaries/Part-time | 3,694 | -3,694 | 0 | .00 | .00 | .00 | .0% |
| 60500000 | 5100 | Salaries/Overtime | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60500000 | 5105 | Salaries/Leave Payout | 3,155 | -3,155 | 0 | .00 | .00 | .00 | .0% |
| 60500000 | 5200 | Salaries/Auto & Expense Allo | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60500000 | 5300 | Public Employee Retirement S | 7,963 | -7,000 | 963 | 803.16 | .00 | 159.84 | 83.4% |
| 60500000 | 5302 | Long Term Disability Insuran | 86 | -60 | 26 | 19.95 | .00 | 6.05 | 76.7% |
| 60500000 | 5303 | Life Insurance Premiums | 14 | -11 | 3 | 3.71 | .00 | -.71 | 123.7% |
| 60500000 | 5304 | Workers Compensation Insuran | 3,740 | -3,300 | 440 | 471.93 | .00 | -31.93 | 107.3% |
| 60500000 | 5305 | Medicare Tax- Employer's Sha | 643 | -550 | 93 | 81.15 | .00 | 11.85 | 87.3% |
| 60500000 | 5307 | Deferred Comp/Part-Time | 139 | -139 | 0 | .00 | .00 | .00 | .0% |
| 60500000 | 5308 | Deferred Compensation/Full-t | 183 | 20 | 203 | 221.21 | .00 | -18.21 | 109.0% |
| 60500000 | 5309 | Unemployment Insurance | 95 | -85 | 10 | .00 | .00 | 10.00 | .0% |
| 60500000 | 5310 | Section 125 Benefit Allow. | 6,389 | -5,000 | 1,389 | 1,369.34 | .00 | 19.66 | 98.6% |
| 60500000 | 6401 | Gas and Electric Utilities | 4,000 | -2,300 | 1,700 | 425.70 | .00 | 1,274.30 | 25.0% |
| 60500000 | 6402 | Telephone/Fax Charges | 2,000 | -1,900 | 100 | 30.15 | .00 | 69.85 | 30.2% |
| 60500000 | 6410 | Advertising/Job Announcement | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60500000 | 6411 | Advertising/Bids and Notices | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60500000 | 6414 | Professional Dues | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60500000 | 6415 | Publications/Subscriptions | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60500000 | 6416 | Office Supplies/Expendable | 6,000 | -6,000 | 0 | .00 | .00 | .00 | .0% |
| 60500000 | 6418 | Postage / Other Mailing Char | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60500000 | 6420 | Mileage Reimbursements | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60500000 | 6440 | Contracted Services | 52,000 | -47,966 | 4,034 | 2,283.92 | .00 | 1,750.08 | 56.6% |
| 60500000 | 6442 | Audit Fees | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60500000 | 6449 | Bond Cost of Issuance Fees | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60500000 | 6485 | Rehabilitation Costs | 0 | 0 | 0 | .00 | .00 | .00 | .0% |

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| ACCOUNTS FOR: | | ORIGINAL APPROP | TRANFRS/ ADJSTMTS | REVISED BUDGET | ACTUALS | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|---------------------------------|-----------------------------------|--------------------|----------------------|-------------------|--------------|--------------|---------------------|-------------|
| 6050 Non Housing Bond Proceeds | | | | | | | | |
| 60500000 | 6487 Disposal Costs | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60500000 | 6515 Taxes and Assessments | 0 | 35 | 35 | 68.26 | .00 | -33.26 | 195.0% |
| 60500000 | 6530 Conference/Training/Ed | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60500000 | 6532 Maintenance/Other Supplies | 28,500 | -28,500 | 0 | .00 | .00 | .00 | .0% |
| 60500000 | 6535 Lease Property Maintenance | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60500000 | 6562 Retiree Insurance Premiums | 0 | 350 | 350 | 168.49 | .00 | 181.51 | 48.1% |
| 60500000 | 6600 Depreciation/ Replacement | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60500000 | 6602 Capitalized Asset Contra Acc | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60500000 | 6779 Pension Expense-GASB 68 | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60500000 | 6804 Infrastructure Study | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60500000 | 6807 Building Developmnt Depot Bl | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60500000 | 6810 Traffic Signal-Yosemite/E/m | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60500000 | 6811 Riverside Subdivision Strm D | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60500000 | 6812 Riverwalk Improvement Projec | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60500000 | 6999 Prior Period Exp Adjustment | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60500000 | 7000 Vehicles and Equipment | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60500000 | 7030 Facilities And Improvements | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60500000 | 7050 Construction/Infrastructure | 4,228,684 | -4,000,000 | 228,684 | 16,545.25 | -22,142.50 | 234,281.25 | 2.4% |
| 60500000 | 8200 Transfer Out | 0 | 3,744,330 | 3,744,330 | 3,744,330.47 | .00 | -.47 | 100.0% |
| 60500000 | 8259 Transfer Out-RDA F/A to City | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| TOTAL Non Housing Bond Proceeds | | 4,383,257 | -395,925 | 3,987,332 | 3,772,024.56 | -22,142.50 | 237,449.94 | 94.0% |
| TOTAL Non Housing Bond Proceeds | | 4,383,257 | -395,925 | 3,987,332 | 3,772,024.56 | -22,142.50 | 237,449.94 | 94.0% |
| TOTAL REVENUES | | -1,200 | 1,000 | -200 | -200.00 | .00 | .00 | |
| TOTAL EXPENSES | | 4,384,457 | -396,925 | 3,987,532 | 3,772,224.56 | -22,142.50 | 237,449.94 | |

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ACCOUNTS FOR:

6060 LowMod Housing Bond Proceeds

| ORIGINAL APPROP | TRANFRS/ ADJSTMTS | REVISED BUDGET | ACTUALS | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|--|----------------------|-------------------|---------|--------------|---------------------|-------------|
| <hr/> | | | | | | |
| 60600000 LowMod Housing Bond Proceeds | | | | | | |
| <hr/> | | | | | | |
| 60600000 4000 Current Secured Property Tax | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 4001 Current Supplemental Property Tax | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 4002 Current Unsecured Property Tax | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 4003 Homeowner's Prop Tax Relief | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 4005 Prior Year Property Tax | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 4162 Interest Income | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 4201 Services for Other Agencies | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 4355 Transfer In | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 4657 Miscellaneous Revenue | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 4659 Refunds and Reimbursements | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 4671 Sale of Real and Personal Property | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 4742 Unrealized Gain/Loss on Investments | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 4750 Gain on Sale of Real Property | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 4751 Realized Gain/Loss Sale of Investments | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 4753 Proceeds from Sale of Bonds | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 5000 Salaries/Full-time | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 5005 Salaries/Part-time | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 5100 Salaries/Overtime | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 5105 Salaries/Leave Payout | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 5200 Salaries/Auto & Expense Allowance | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 5300 Public Employee Retirement System | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 5302 Long Term Disability Insurance | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 5303 Life Insurance Premiums | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 5304 Workers Compensation Insurance | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 5305 Medicare Tax- Employer's Share | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 5307 Deferred Comp/Part-Time | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 5308 Deferred Compensation/Full-time | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 5309 Unemployment Insurance | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 5310 Section 125 Benefit Allowance | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 6401 Gas and Electric Utilities | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 6402 Telephone/Fax Charges | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 6410 Advertising/Job Announcement | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 6411 Advertising/Bids and Notices | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 6414 Professional Dues | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 6415 Publications/Subscriptions | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 6416 Office Supplies/Expendable | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 6418 Postage / Other Mailing Charges | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 6420 Mileage Reimbursements | 0 | 0 | .00 | .00 | .00 | .0% |

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FROM 2019 01 TO 2019 06

ACCOUNTS FOR:

6060 LowMod Housing Bond Proceeds

| | ORIGINAL APPROP | TRANFRS/ ADJSTMTS | REVISED BUDGET | ACTUALS | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|---|--------------------|----------------------|-------------------|------------|--------------|---------------------|-------------|
| 60600000 6440 Contracted Services | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 6442 Audit Fees | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 6449 Bond Cost of Issuance Fees | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 6485 Rehabilitation Costs | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 6500 Rehabilitation Assistant | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 6501 Down Payment Assistance | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 6530 Conference/Training/Ed | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 6532 Maintenance/Other Supplies | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 6803 Riverside Villa Subdivision | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 7000 Vehicles and Equipment | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60600000 7030 Facilities And Improvements | 400,000 | -398,500 | 1,500 | -6,818.21 | -10,000.00 | 18,318.21 | % |
| 60600000 8200 Transfer Out | 0 | 385,620 | 385,620 | 385,619.63 | .00 | .37 | 100.0% |
| TOTAL LowMod Housing Bond Proceeds | 400,000 | -12,880 | 387,120 | 378,801.42 | -10,000.00 | 18,318.58 | 95.3% |
| TOTAL LowMod Housing Bond Proceeds | 400,000 | -12,880 | 387,120 | 378,801.42 | -10,000.00 | 18,318.58 | 95.3% |
| TOTAL EXPENSES | 400,000 | -12,880 | 387,120 | 378,801.42 | -10,000.00 | 18,318.58 | |

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FROM 2019 01 TO 2019 06

ACCOUNTS FOR:

6070 Prior Bonds Project Fund

| | ORIGINAL APPROP | TRANFRS/ ADJSTMTS | REVISED BUDGET | ACTUALS | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|--|--------------------|----------------------|-------------------|---------------|--------------|---------------------|-------------|
| 60700000 Prior Bonds Project Fund | | | | | | | |
| 60700000 4162 Interest Income | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60700000 4201 Services for Other Agencies | 0 | -1,000 | -1,000 | -300.00 | .00 | -700.00 | 30.0% |
| 60700000 4355 Transfer-In | 0 | -4,595,933 | -4,595,933 | -4,595,932.99 | .00 | -.01 | 100.0% |
| 60700000 4434 Grants | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60700000 4657 Miscellaneous Revenue | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60700000 4659 Refunds and Reimbursements | 0 | -1,000 | -1,000 | .00 | .00 | -1,000.00 | .0% |
| 60700000 4671 Sale of Real and Personal Pr | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60700000 4742 Unrealized Gain/Loss on Inve | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60700000 4750 Gain on Sale of Real Propert | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60700000 4751 Realized Gain/Loss Sale of I | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60700000 4753 Proceeds from Sale of Bonds | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60700000 5000 Salaries / Full-Time | 0 | 32,000 | 32,000 | 4,861.71 | .00 | 27,138.29 | 15.2% |
| 60700000 5005 Salaries / Part-time | 0 | 3,694 | 3,694 | .00 | .00 | 3,694.00 | .0% |
| 60700000 5100 Salaries / Overtime | 0 | 0 | 0 | 31.43 | .00 | -31.43 | .0% |
| 60700000 5105 Salaries - Leave Payout | 0 | 3,155 | 3,155 | .00 | .00 | 3,155.00 | .0% |
| 60700000 5200 Salaries - Auto & Expense Al | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60700000 5300 Public Employees Retirement | 0 | 7,000 | 7,000 | 741.39 | .00 | 6,258.61 | 10.6% |
| 60700000 5302 Long Term Disability Insuran | 0 | 60 | 60 | 15.35 | .00 | 44.65 | 25.6% |
| 60700000 5303 Life Insurance Premiums | 0 | 11 | 11 | 3.44 | .00 | 7.56 | 31.3% |
| 60700000 5304 Workers Compensation Insuran | 0 | 3,300 | 3,300 | 427.49 | .00 | 2,872.51 | 13.0% |
| 60700000 5305 Medicare Tax- Employer's Sha | 0 | 550 | 550 | 73.62 | .00 | 476.38 | 13.4% |
| 60700000 5307 Deferred Comp/Part-Time | 0 | 139 | 139 | .00 | .00 | 139.00 | .0% |
| 60700000 5308 Deferred Compensation/Full-t | 0 | 145 | 145 | 204.21 | .00 | -59.21 | 140.8% |
| 60700000 5309 Unemployment Insurance | 0 | 85 | 85 | .00 | .00 | 85.00 | .0% |
| 60700000 5310 Section 125 Benefit Allow. | 0 | 5,000 | 5,000 | 1,053.33 | .00 | 3,946.67 | 21.1% |
| 60700000 6401 Gas and Electric Utilities | 0 | 2,300 | 2,300 | 656.68 | .00 | 1,643.32 | 28.6% |
| 60700000 6402 Telephone & Fax Charges | 0 | 1,900 | 1,900 | 37.49 | .00 | 1,862.51 | 2.0% |
| 60700000 6410 Advertising/Job Announcement | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60700000 6411 Advertising/Bids and Notices | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60700000 6414 Professional Dues | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60700000 6415 Publications/Subscriptions | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60700000 6416 Office Supplies/Expendable | 0 | 6,000 | 6,000 | .00 | .00 | 6,000.00 | .0% |
| 60700000 6418 Postage / Other Mailing Char | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60700000 6420 Mileage Reimbursements | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60700000 6440 Contracted Services | 0 | 47,605 | 47,605 | 1,750.00 | .00 | 45,855.00 | 3.7% |
| 60700000 6442 Audit Fees | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60700000 6449 Bond Cost of Issuance Fees | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60700000 6485 Rehabilitation Costs | 0 | 0 | 0 | .00 | .00 | .00 | .0% |

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ACCOUNTS FOR:

6070 Prior Bonds Project Fund

| | ORIGINAL APPROP | TRANFRS/ ADJSTMTS | REVISED BUDGET | ACTUALS | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|--|--------------------|----------------------|-------------------|---------------|--------------|---------------------|-------------|
| 60700000 6487 Disposal Costs | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60700000 6515 Taxes and Assessments | 0 | 200 | 200 | .00 | .00 | 200.00 | .0% |
| 60700000 6530 Conference/Training/Ed | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60700000 6532 Maintenance/Other Supplies | 0 | 28,500 | 28,500 | .00 | .00 | 28,500.00 | .0% |
| 60700000 6535 Lease Property Maintenance | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60700000 6562 Retiree Insurance Premiums | 0 | 350 | 350 | 42.33 | .00 | 307.67 | 12.1% |
| 60700000 6600 Depreciation / Replacement | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60700000 6602 Capitalized Asset Contra Acc | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60700000 6779 Pension Expense-GASB 68 | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60700000 6804 Infrastructure Study | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60700000 6807 Building Developmnt Depot Bl | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60700000 6810 Traffic Signal-Yosemite/E/m | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60700000 6811 Riverside Subdivision Strm D | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60700000 6812 Riverwalk Improvement Projec | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60700000 6999 Prior Period Exp Adjustment | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60700000 7000 Vehicles and Equipment | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60700000 7030 Facilities And Improvements | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60700000 7050 Construction/Infrastructure | 0 | 4,400,000 | 4,400,000 | 14,410.55 | .00 | 4,385,589.45 | .3% |
| 60700000 8200 Transfer Out | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 60700000 8259 Transfer Out-RDA F/A to City | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| TOTAL Prior Bonds Project Fund | 0 | -55,939 | -55,939 | -4,571,923.97 | .00 | 4,515,984.97 | % |
| TOTAL Prior Bonds Project Fund | 0 | -55,939 | -55,939 | -4,571,923.97 | .00 | 4,515,984.97 | % |
| TOTAL REVENUES | 0 | -4,597,933 | -4,597,933 | -4,596,232.99 | .00 | -1,700.01 | |
| TOTAL EXPENSES | 0 | 4,541,994 | 4,541,994 | 24,309.02 | .00 | 4,517,684.98 | |

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ACCOUNTS FOR:

8040 Debt Svc Fund - SA

| | ORIGINAL APPROP | TRANFRS/ ADJSTMTS | REVISED BUDGET | ACTUALS | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|---|--------------------|----------------------|-------------------|---------------|--------------|---------------------|-------------|
| 80400000 Debt Svc Fund/Successor Agency | | | | | | | |
| 80400000 4000 Current Secured Property Tax | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 80400000 4001 Current Supplemental Property Tax | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 80400000 4002 Current Unsecured Property Tax | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 80400000 4003 Homeowner's Prop Tax Relief | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 80400000 4005 Prior Year Property Tax | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 80400000 4162 Interest Income | -60,000 | 0 | -60,000 | .00 | .00 | -60,000.00 | .0% |
| 80400000 4355 Transfer In | -3,359,179 | 0 | -3,359,179 | -2,012,759.00 | .00 | -1,346,420.00 | 59.9% |
| 80400000 4659 Refunds and Reimbursements | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 80400000 4671 Sale of Real and Personal Property | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 80400000 4742 Unrealized Gain/Loss on Investment | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 80400000 4750 Gain on Sale of Real Property | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 80400000 4751 Realized Gain/Loss Sale of Investment | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 80400000 4753 Proceeds from Sale of Bonds | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 80400000 5000 Salaries/Full-time | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 80400000 5105 Salaries/Leave Payout | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 80400000 5200 Salaries/Auto & Expense Allowance | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 80400000 5300 Public Employee Retirement System | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 80400000 5302 Long Term Disability Insurance | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 80400000 5303 Life Insurance Premiums | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 80400000 5304 Workers Compensation Insurance | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 80400000 5305 Medicare Tax- Employer's Share | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 80400000 5308 Deferred Compensation/Full-time | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 80400000 5309 Unemployment Insurance | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 80400000 5310 Section 125 Benefit Allowance | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 80400000 6418 Postage / Other Mailing Charges | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 80400000 6440 Contracted Services | 40,000 | 0 | 40,000 | 3,500.00 | .00 | 36,500.00 | 8.8% |
| 80400000 6449 Bond Cost of Issuance Fees | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 80400000 6515 Taxes and Assessments | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 80400000 6530 Conference/Training/Equipment | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 80400000 6532 Maintenance/Other Supplies | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 80400000 6601 Amortization | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 80400000 6704 Intergovernmental Charges | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 80400000 6999 Prior Period Expense Adjustment | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 80400000 8000 Interest Expense | 2,220,971 | -110,200 | 2,110,771 | 1,125,259.38 | .00 | 985,511.62 | 53.3% |
| 80400000 8001 Principal Payment | 1,330,000 | 0 | 1,330,000 | 1,330,000.00 | .00 | .00 | 100.0% |
| 80400000 8200 Transfer Out | 0 | 465,983 | 465,983 | 465,982.89 | .00 | .11 | 100.0% |
| TOTAL Debt Svc Fund/Successor Agency | 171,792 | 355,783 | 527,575 | 911,983.27 | .00 | -384,408.27 | 172.9% |

01/03/2019
09:30:48

City of Madera, CA - LIVE 2018.1
FLEXIBLE PERIOD REPORT

PAGE 14
glflxrpt

FROM 2019 01 TO 2019 06

ACCOUNTS FOR:

8040 Debt Svc Fund - SA

| ORIGINAL APPROP | TRANFRS/ ADJSTMTS | REVISED BUDGET | ACTUALS | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|--------------------|----------------------|-------------------|---------------|--------------|---------------------|-------------|
| 171,792 | 355,783 | 527,575 | 911,983.27 | .00 | -384,408.27 | 172.9% |
| -3,419,179 | 0 | -3,419,179 | -2,012,759.00 | .00 | -1,406,420.00 | |
| 3,590,971 | 355,783 | 3,946,754 | 2,924,742.27 | .00 | 1,022,011.73 | |

TOTAL Debt Svc Fund - SA

TOTAL REVENUES
TOTAL EXPENSES

01/03/2019
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City of Madera, CA - LIVE 2018.1
FLEXIBLE PERIOD REPORT

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FROM 2019 01 TO 2019 06

| | ORIGINAL APPROP | TRANFRS/ ADJSTMTS | REVISED BUDGET | ACTUALS | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|-------------|--------------------|----------------------|-------------------|------------|--------------|---------------------|-------------|
| GRAND TOTAL | 5,354,793 | -346,961 | 5,007,832 | 804,554.12 | -32,142.50 | 4,235,420.38 | 15.4% |

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

BOARD MEETING OF: January 9, 2019

AGENDA ITEM NUMBER: 3E

APPROVED BY:



Executive Director

SUBJECT: Consideration of Resolutions Amending the FY 2018/2019 Successor Agency and Successor Housing Agency Budget

RECOMMENDATION:

Staff recommends the following actions:

1. The Successor Agency approve the resolution amending the FY 2018/2019 budget as listed in Exhibit A.
2. The Successor Housing Agency approve the resolution amending the FY 2018/2019 Budget as listed in Exhibit B.

SUMMARY:

Council is being asked to approve a budget amendment to include cost for computer replacement and computer maintenance.

DISCUSSION:

The Agency participates in the City IT computer replacement and computer maintenance program. The program requires annual transfer of funds to fund the program. The program includes Successor Agency PC terminals and server. The annual participation total equals \$14,007. The cost of this service had not been included in the adopted budget. The requested budget amendment per Exhibit A and Exhibit B attached will allow for participation in the program.

FINANCIAL IMPACT:

The program will be funded from Administrative Allowance Fund 5750, Project Bond Fund 6070 and the Housing Fund 4020 as follows:

| <u>Program</u> | <u>Adm Allow Fund 5750</u> | <u>Project Bond Fund 6070</u> | <u>Housing Fund 4020</u> |
|----------------|----------------------------|-------------------------------|--------------------------|
| Replacement | \$1,489 | \$497 | \$497 |
| Maintenance | \$6,916 | \$2,307 | \$2,306 |

ALTERNATIVES:

Council has agreed to this program therefore no alternatives are available to the Agency.

Attachments:

- Resolution (SA)
- Resolution (SHA)
- Exhibit A & B

RESOLUTION NO. SA

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MADERA AS THE SUCCESSOR AGENCY OF THE FORMER
MADERA REDEVELOPMENT AGENCY AMENDING THE FISCAL
YER 2018/2019 AGENCY BUDGET**

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

WHEREAS, in accordance with Section 33606 of the California Health and Safety Code, the Agency is required to adopt an annual budget, and

WHEREAS, the Successor Agency budget needs to be amended to include computer related cost, and

WHEREAS, the Successor Agency Board has reviewed and approved the amendment to the FY 2018-2019 Agency Budget, which is attached hereto as “Exhibit A” and incorporated herein by this reference.

NOW, THEREFORE, IT IS RESOLVED the City Council of the City of Madera as the Successor Agency to the Former Madera Redevelopment Agency finds, declares, determines, and orders as follows:

1. The above recitals are true and correct.
2. The FY 2018/2019 Budget amendment is hereby approved and a signed copy of this resolution shall be placed on file in the office of the Director of Finance, who shall take such actions as necessary to reflect the budget per “Exhibit A”.
3. This Resolution shall become effective immediately upon adoption.

EXHIBIT A

SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

Budget Appropriations: Res: SA 01/09/19

Mid Year Budget Amendments FY 2018/2019

| <u>Description</u> | <u>Debit</u> | <u>Credit</u> |
|---|-----------------|-----------------|
| NON HOUSING BOND FUND 6070 | | |
| <i>Expenditures:</i> | <i>Increase</i> | <i>Decrease</i> |
| 60700000 6920 Interfund Transfer Computer Replacement | 497 | |
| 60700000 6918 Interfund Transfer Computer Maintenance | 2,306 | |
| 60700000 6440 Contract Services | - | 2,803 |
| | | |
| TOTAL Amendments Non Housing Bond Fund | <u>\$ 2,803</u> | <u>\$ 2,803</u> |
| | | |
| ADMINISTRATIVE ALLOWANCE FUND 5750 | | |
| <i>Expenditures:</i> | <i>Increase</i> | <i>Decrease</i> |
| 57500000 6920 Interfund Transfer Computer Replacement | 1,489 | |
| 57500000 6918 Interfund Transfer Computer Maintenance | 6,916 | |
| 57500000 6440 Contract Services | - | 8,405 |
| | | |
| TOTAL Amendments Administrative Allowance Fund | <u>\$ 8,405</u> | <u>\$ 8,405</u> |

RESOLUTION NO. SHA

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MADERA AS THE SUCCESSOR HOUSING AGENCY OF THE
FORMER MADERA REDEVELOPMENT AGENCY AMENDING
THE FISCAL YER 2018/2019 AGENCY BUDGET**

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

WHEREAS, in accordance with Section 33606 of the California Health and Safety Code, the Agency is required to adopt an annual budget, and

WHEREAS, the Successor Housing Agency budget needs to be amended to include computer related cost, and

WHEREAS, the Successor Agency Housing has reviewed and approved the amendment to the FY 2018-2019 Agency Budget, which is attached hereto as “Exhibit B” and incorporated herein by this reference.

NOW, THEREFORE, IT IS RESOLVED the City Council of the City of Madera as the Successor Housing Agency to the Former Madera Redevelopment Agency finds, declares, determines, and orders as follows:

1. The above recitals are true and correct.
2. The FY 2018/2019 Budget amendment is hereby approved and a signed copy of this resolution shall be placed on file in the office of the Director of Finance, who shall take such actions as necessary to reflect the budget per “Exhibit B”.
3. This Resolution shall become effective immediately upon adoption.

EXHIBIT B

SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

Budget Appropriations: Res: SHA 01/09/19

Mid Year Budget Amendments FY 2018/2019

| <u>Description</u> | <u>Debit</u> | <u>Credit</u> |
|---|-----------------|-----------------|
| LOW/MOD HOUSING FUND 4020 | | |
| <i>Expenditures:</i> | <u>Increase</u> | <u>Decrease</u> |
| 40200000 6920 Interfund Transfer Computer Replacement | 497 | |
| 40200000 6918 Interfund Transfer Computer Maintenance | 2,306 | |
| 40200000 6440 Contract Services | - | 2,803 |
| | | |
| TOTAL Amendments Non Housing Bond Fund | \$ 2,803 | \$ 2,803 |

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

BOARD MEETING OF: January 9, 2019
AGENDA ITEM NUMBER: 4A

APPROVED BY:


Executive Director

Consideration of a Resolution Adopting the Madera Recognized Obligation Payment Schedule (ROPS) 18-19 Representing the Period July 1, 2019 to June 30, 2020

RECOMMENDATION:

Staff recommends the Successor Agency adopt the resolution approving the revised Madera Recognized Obligation Payment Schedule 19-20 representing the period July 1, 2019 to June 30, 2020.

SUMMARY:

Pursuant to HSC section 34177 (o) (1), agencies shall submit an OB approved annual ROPS to Finance and the CAC by February 1 for the upcoming fiscal year. Finance will make its determination by April 15.

During the prior ROPS 13-14 A period the Successor Agency received its "Finding of Completion". Per H&S code section 34193.3 C(2)(A) the Finding of Completion allows the Successor Agency to proceed with the expenditure of bond funds in a manner that is consistent with bond covenants. We also have received approval of our Long Range Property Management Plan.

DISCUSSION:

ROPS 19-20 includes the following items for the Successor Agency FY 2019/20 Budget:

Bond Funded Projects included in the ROPS are as follows:

| Project | Amount |
|--|--------------------|
| 1) Riverwalk and Riverside (punch list items, dirt, grading) | \$ 130,000 |
| 2) Adelaide Subdivision | \$1,510,565 |
| 3) Malone Properties Improvements | \$ 35,000 |
| 4) E. Yosemite Lot Development | \$ 600,970 |
| 5) Administrative Cost | \$ 104,000 |
| 6) Adell Street Infrastructure Project | <u>\$2,000,000</u> |
| TOTAL FY 19-20 | <u>\$4,380,535</u> |

RPTTF request in ROPS: Request for RPTTF are listed below;

| <u>RPTTF Requested 19-20</u> | <u>Amount</u> |
|---|----------------------|
| 1) 2018A Tax Allocation Refunding Bond | \$2,033,076 |
| 2) 2018B Tax Allocation Refunding Bond | \$745,263 |
| 3) Bond Trustee Fees, Arbitrage, Disclosure Reporting | \$15,000 |
| 4) Administrative Allowance | <u>\$250,000</u> |
| TOTAL RPTTF Requested FY19-20 | <u>\$3,043,339</u> |

BW

Attachments:

-Resolution (Agency)

-ROPS

RESOLUTION NO. SA

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AS THE SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) 19-20 PURSUANT TO SECTION 34177 OF THE CALIFORNIA HEALTH AND SAFETY CODE FOR FISCAL YEAR 2019-2020 FOR THE PERIOD JULY 1, 2019 THROUGH JUNE 30, 2020

WHEREAS, in connection with the approval and adoption of the State Budget for Fiscal Year 2011-2012, the California Legislature adopted, and the Governor signed, ABx1 26 (the "Dissolution Act"), which, after the California Supreme Court's ruling on December 29, 2011, has had the effect of dissolving all redevelopment agencies in the State of California; and

WHEREAS, the City of Madera has accepted the designation as the Successor Agency ("Agency") as that term is defined in the Dissolution Act, which has been authorized to wind down the business of the former Madera Redevelopment Agency; and

WHEREAS, Section 34177 (a)(1) of the California Health and Safety Code (added by the Dissolution Act) required that each redevelopment agency adopt an Recognized Obligation Payment Schedule (ROPS) for payments the redevelopment agency was obligated to make; and

WHEREAS, Section 34177(o) (1) of the California Health and Safety Code requires the Agency to prepare the Recognized Obligation Payment Schedule (ROPS) in a format provided for by the Department of Finance for the approval of the Oversight Board and Department of Finance; and

WHEREAS, the Agency reserves the right pursuant to HSC section 34177 (o) (1) (E) to amend the Recognized Obligation Payment Schedule (ROPS) for approved enforceable obligations as needed and is due to Finance no later than October 1.

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

1. The recitals listed above are true and correct.
2. The Agency hereby approves and adopts the Recognized Obligation Payment Schedule

19-20 for the period July 1, 2019 through June 30, 2020 attached hereto as Exhibit A.

3. The Agency authorizes and directs the Executive Director to:

(a) Present a copy of the adopted Recognized Obligation Payment Schedule 19-20 for the period July 1, 2019 through June 30, 2020 to the Countywide Oversight Board for approval.

(b) Transmit a copy of the adopted Recognized Obligation Payment Schedule 19-20 for the period July 1, 2019 through June 30, 2020 by mail or electronic means to the State Department of Finance, the State Controller, Madera County Administrator and Madera County Auditor-Controller.

(c) Post the Recognized Obligation Payment Schedule 19-20 for the period July 1, 2019 through June 30, 2020 on the City's website.

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

5. This resolution is effective immediately upon adoption.

* * * * *

| Madera City Recognized Obligation Payment Schedule (ROPS 19-20) - ROPS Detail | | | | | | | | | | | | | | | | | | | | | | |
|---|--|------------------------------------|-----------------------------------|-------------------------------------|--|--|--------------|--------------------------------------|---------|------------------|--------------------------|-----------------|-------------|--------------|-------------|--------------|-------------------------|-----------------|-------------|------------|-------------|--------------|
| July 1, 2019 through June 30, 2020 | | | | | | | | | | | | | | | | | | | | | | |
| (Report Amounts in Whole Dollars) | | | | | | | | | | | | | | | | | | | | | | |
| A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | S | T | U | V | W |
| Item # | Project Name/Debt Obligation | Obligation Type | Contract/Agreement Execution Date | Contract/Agreement Termination Date | Payee | Description/Project Scope | Project Area | Total Outstanding Debt or Obligation | Retired | ROPS 19-20 Total | 19-20A (July - December) | | | | | 19-20A Total | 19-20B (January - June) | | | | | 19-20B Total |
| | | | | | | | | | | | Fund Sources | | | | | | Fund Sources | | | | | |
| | | | | | | | | | | | Bond Proceeds | Reserve Balance | Other Funds | RPTTF | Admin RPTTF | | Bond Proceeds | Reserve Balance | Other Funds | RPTTF | Admin RPTTF | |
| | | | | | | | | \$ 66,017,294 | | \$ 7,423,874 | \$ 4,380,535 | \$ 202,957 | \$ 0 | \$ 1,813,972 | \$ 125,000 | \$ 6,522,464 | \$ 0 | \$ 0 | \$ 0 | \$ 776,410 | \$ 125,000 | \$ 901,410 |
| 1 | 1998 Tax Allocation Bond | Bonds Issued On or Before 12/31/10 | 10/7/1998 | 10/7/2028 | BNYMellon | Bonds issue to fund RDA projects | | | Y | \$ - | | | | | | \$ - | | | | | | \$ - |
| 2 | 2003 Tax Allocation Bond | Bonds Issued On or Before 12/31/10 | 10/30/2003 | 10/30/2033 | BNYMellon | Bonds issue to fund RDA projects | | | Y | \$ - | | | | | | \$ - | | | | | | \$ - |
| 3 | 2008A Tax Allocation Bond | Bonds Issued On or Before 12/31/10 | 9/10/2008 | 9/10/2038 | BNYMellon | Bonds issue to fund non-housing projects | | | Y | \$ - | | | | | | \$ - | | | | | | \$ - |
| 4 | 2008B Tax Allocation Bond | Bonds Issued On or Before 12/31/10 | 9/10/2008 | 9/10/2038 | BNYMellon | Bonds issue to fund housing projects | | | Y | \$ - | | | | | | \$ - | | | | | | \$ - |
| 5 | BNYMT Trustee fees 1998 Series, continuing disclosure requirements | Fees | 10/7/1998 | 10/7/2028 | BNYMellon, Cal Muni, Orrick | Trustee Fees, Disclosure Rpt, Bond Council | | | Y | \$ - | | | | | | \$ - | | | | | | \$ - |
| 6 | BNYMT Trustee fees 2003 Series, continuing disclosure requirements | Fees | 10/30/2003 | 10/30/2033 | BNYMellon, Cal Muni, Orrick | Trustee Fees, Disclosure Rpt, Bond Council | | | Y | \$ - | | | | | | \$ - | | | | | | \$ - |
| 7 | BNYMT Trustee fees 2008 Series & Arbitrage, continue disclosure requirements | Fees | 9/10/2008 | 9/10/2038 | BNYMellon, Cal Muni, Orrick | Trustee Fees, Disclosure Rpt, Bond Council | | | Y | \$ - | | | | | | \$ - | | | | | | \$ - |
| 21 | Property Management | Property Maintenance | 2/1/2008 | 9/10/2038 | Various Vendors | Facility and Lot maintenance | | 110,000 | N | \$ 5,000 | 5,000 | | | | | \$ 5,000 | | | | | | \$ - |
| 31 | Herbicide Property Maintenance | Property Maintenance | 2/1/2008 | 9/10/2038 | Western Ag & Turf Target Specialty Products Crop Production Services Ewing Irrigation, Ewing | Weed Control on SA properties | | | Y | \$ - | | | | | | \$ - | | | | | | \$ - |
| 38 | Riverside Villas | Bond Funded Project – Pre-2011 | 3/24/2011 | 9/10/2038 | Payee not listed | Final phase subdivision improvements | | 120,000 | N | \$ 30,000 | 30,000 | | | | | \$ 30,000 | | | | | | \$ - |
| 43 | Avenue 16 Landscape Project | Bond Funded Project – Pre-2011 | 10/11/2006 | 9/10/2038 | Payee not listed | \$138,800 Expensed to Date | | | Y | \$ - | | | | | | \$ - | | | | | | \$ - |
| 48 | Southwest Industrial Park Master Plan | Bond Funded Project – Pre-2011 | 9/9/2009 | 9/10/2038 | North Star PO 661 | Master Plan Traffic Circulation-SW Madera Industrial Area (Agmt \$136,629 + 10% Contingency-\$13,629) | | | Y | \$ - | | | | | | \$ - | | | | | | \$ - |
| 54 | SA Admin Costs | Admin Costs | 1/1/2012 | 9/10/2038 | Successor Agency | Administrative Costs | | 5,500,000 | N | \$ 250,000 | | | | | 125,000 | \$ 125,000 | | | | | 125,000 | \$ 125,000 |
| 66 | Riverwalk Subdivision | Bond Funded Project – Pre-2011 | 1/15/2014 | 9/10/2038 | unknown | Engineering and survey, truck dirt, grading, alley paving | | 350,000 | N | \$ 100,000 | 100,000 | | | | | \$ 100,000 | | | | | | \$ - |
| 67 | Riverwalk Subdivision | Bond Funded Project – Pre-2011 | 1/15/2014 | 9/10/2038 | Waiting for response from RFP | Property Acquisition | | | N | \$ - | | | | | | \$ - | | | | | | \$ - |
| 70 | Central Madera Street Project | Bond Funded Project – Pre-2011 | 1/14/2009 | 9/10/2038 | Blair, Church & Flynn PO 660 | Eng/Design - central Madera Residential District Proj No. 208-0541 | | | Y | \$ - | | | | | | \$ - | | | | | | \$ - |
| 75 | Project Operations | Project Management Costs | 1/1/2012 | 9/10/2038 | Various Vendors | Contract Services | | 75,000 | N | \$ 40,000 | 40,000 | | | | | \$ 40,000 | | | | | | \$ - |
| 76 | Project Operations | Project Management Costs | 1/1/2012 | 9/10/2038 | Various Vendors | PG&E, application, Consultants | | 60,000 | N | \$ 6,000 | 6,000 | | | | | \$ 6,000 | | | | | | \$ - |
| 77 | Project Operations | Project Management Costs | 1/1/2012 | 9/10/2038 | Various Vendors | Consultants, Professionals | | 20,000 | N | \$ 6,000 | 6,000 | | | | | \$ 6,000 | | | | | | \$ - |
| 78 | Project Operations | Project Management Costs | 1/1/2012 | 9/10/2038 | Various Vendors | Other Materials, Supplies | | 38,000 | N | \$ 12,000 | 12,000 | | | | | \$ 12,000 | | | | | | \$ - |
| 83 | SA Project Employee Cost | Project Management Costs | 1/1/2012 | 9/10/2038 | Personnel Staff | Project Management | | 358,000 | N | \$ 40,000 | 40,000 | | | | | \$ 40,000 | | | | | | \$ - |
| 85 | Property Maintenance 428 Yosemite | Property Maintenance | 1/1/2012 | 9/10/2038 | Various Vendors | Property Maintenance 428 Yosemite | | 48,000 | N | \$ - | | | | | | \$ - | | | | | | \$ - |
| 86 | Property Maintenance 120 N. E St. | Property Maintenance | 1/1/2012 | 9/10/2038 | Various Vendors | Property Maintenance 128 N E St | | 135,000 | N | \$ - | | | | | | \$ - | | | | | | \$ - |
| 95 | Property Maintenance 5 E. Yosemite | Property Maintenance | 1/1/2012 | 9/10/2038 | Various Vendors | Property Maintenance 5 E Yosemite | | 133,000 | N | \$ - | | | | | | \$ - | | | | | | \$ - |
| 150 | Remodel 5 E. Yosemite | Bond Funded Project – Pre-2011 | 7/30/2014 | 6/30/2018 | SIM Construction Design, unknown construction contractor | Restore for continued transient use as permitted in grant agmt | | 400,000 | Y | \$ - | | | | | | \$ - | | | | | | \$ - |
| 152 | Carry forward for next period Debt service | Reserves | 9/15/2014 | 9/1/2038 | BNYMellon | Debt Service | | | N | \$ - | | | | | | \$ - | | | | | | \$ - |
| 154 | Adelaide Subdivision | Bond Funded Project – Pre-2011 | 6/10/2015 | 6/30/2019 | Blair Church & Flynn | Engineering and design services | | 85,000 | N | \$ 30,000 | 30,000 | | | | | \$ 30,000 | | | | | | \$ - |
| 156 | Adelaide Subdivision | Bond Funded Project – Pre-2011 | 1/15/2016 | 6/30/2019 | unknown | Construction of infrastructure | | 1,290,755 | N | \$ 1,290,755 | 1,290,755 | | | | | \$ 1,290,755 | | | | | | \$ - |
| 157 | Adell Street Imp Project | Bond Funded Project – Pre-2011 | 6/15/2016 | 6/30/2019 | unknown | Street Improvements | | | N | \$ - | | | | | | \$ - | | | | | | \$ - |
| 158 | MidTown Subdivision | Bond Funded Project – Pre-2011 | 7/1/2017 | 6/30/2018 | unknown | Street and offsite improvements as required | | 1,249,313 | N | \$ - | | | | | | \$ - | | | | | | \$ - |
| 159 | Increase Bond Reserve | Reserves | 7/1/2017 | 6/30/2018 | Bank of New York Mellon | Increase bond reserve as required by Master Indenture | | | Y | \$ - | | | | | | \$ - | | | | | | \$ - |
| 160 | Malone Street | Bond Funded Project – Pre-2011 | 7/1/2017 | 6/30/2018 | unknown | Offsite Improvements, abandon and install new sewer and water connections | | 100,000 | N | \$ 30,000 | 30,000 | | | | | \$ 30,000 | | | | | | \$ - |
| 161 | Riverside Villas & Riverwalk Subdivision | Bond Funded Project – Pre-2011 | 7/1/2017 | 6/30/2018 | unknown | Joint trench, application design construction | | | Y | \$ - | | | | | | \$ - | | | | | | \$ - |
| 162 | Adelaide Subdivision | Bond Funded Project – Pre-2011 | 7/1/2017 | 6/30/2018 | unknown | Haul in dirt to grade | | 189,810 | N | \$ 189,810 | 189,810 | | | | | \$ 189,810 | | | | | | \$ - |
| 163 | E. Yosemite lot development | Bond Funded Project – Pre-2011 | 7/1/2017 | 6/30/2018 | unknown | Offsite improvements | | 600,970 | N | \$ 600,970 | 600,970 | | | | | \$ 600,970 | | | | | | \$ - |
| 164 | Neighborhood Infrastructure Needs & Neighborhood revitalization | Bond Funded Project – Pre-2011 | 7/1/2018 | 6/30/2020 | unknown | Project Area Improvements per the Agency Implementation Plan, Redevelopment Plan & Pre 2011 Bond Covenants | | 2,000,000 | N | \$ 2,000,000 | 2,000,000 | | | | | \$ 2,000,000 | | | | | | \$ - |
| 165 | 2018A Tax Allocation Refunding Bonds | Bonds Issued On or Before 12/31/10 | 6/28/2018 | 9/1/2038 | Bank New York Mellon | Refunding bonds issue to fund RDA projects | All | 48,429,413 | N | \$ 2,033,076 | | 202,957 | | 1,114,481 | | \$ 1,317,438 | | | 715,638 | | | \$ 715,638 |
| 166 | 2018B Tax Allocation Refunding Bonds | Bonds Issued On or Before 12/31/10 | 6/28/2018 | 9/1/2025 | Bank New York Mellon | Refunding bonds issue to fund RDA projects | All | 4,500,033 | N | \$ 745,263 | | | | 689,491 | | \$ 689,491 | | | | 55,772 | | \$ 55,772 |
| 167 | 2018 Series Trustee Fee, Arbitrage, Out of Pocket | Fees | 6/28/2018 | 9/1/2038 | Bank New York Mellon | Trustee Fees, Disclosure Rpt, Bond Council | | 150,000 | N | \$ 10,000 | | | | 10,000 | | \$ 10,000 | | | | | | \$ - |
| 168 | 2018 Series Continuing Disclosure | Fees | 10/10/2018 | 9/1/2038 | Fraser & Associates | Continuing Disclosure per Bond Requirements | | 75,000 | N | \$ 5,000 | | | | | | \$ - | | | | 5,000 | | \$ 5,000 |
| 169 | | | | | | | | | N | \$ - | | | | | | \$ - | | | | | | \$ - |

Recognized Obligation Payment Schedule (ROPS 19-20) - Summary
Filed for the July 1, 2019 through June 30, 2020 Period

Successor Agency:

Madera City

County:

Madera

| Current Period Requested Funding for Enforceable Obligations (ROPS Detail) | | 19-20A Total (July - December) | 19-20B Total (January - June) | ROPS 19-20 Total |
|---|---|---|--|-------------------------|
| A | Enforceable Obligations Funded as Follows (B+C+D): | \$ 4,583,492 | \$ - | \$ 4,583,492 |
| B | Bond Proceeds | 4,380,535 | - | 4,380,535 |
| C | Reserve Balance | 202,957 | - | 202,957 |
| D | Other Funds | - | - | - |
| E | Redevelopment Property Tax Trust Fund (RPTTF) (F+G): | \$ 1,938,972 | \$ 901,410 | \$ 2,840,382 |
| F | RPTTF | 1,813,972 | 776,410 | 2,590,382 |
| G | Administrative RPTTF | 125,000 | 125,000 | 250,000 |
| H | Current Period Enforceable Obligations (A+E): | \$ 6,522,464 | \$ 901,410 | \$ 7,423,874 |

Certification of Oversight Board Chairman:

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

Name

Title

/s/

Signature

Date

Madera City Recognized Obligation Payment Schedule (ROPS 19-20) - Report of Cash Balances
July 1, 2016 through June 30, 2017
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see Cash Balance Tips Sheet.

| A | B | C | D | E | F | G | H |
|----------|---|------------------------------------|-----------------------------------|---|------------------------------|---------------------|--|
| | | Fund Sources | | | | | |
| | | Bond Proceeds | | Reserve Balance | Other Funds | RPTTF | |
| | | Bonds issued on or before 12/31/10 | Bonds issued on or after 01/01/11 | Prior ROPS RPTTF and Reserve Balances retained for future period(s) | Rent, Grants, Interest, etc. | Non-Admin and Admin | |
| | ROPS 16-17 Cash Balances (07/01/16 - 06/30/17) | | | | | | Comments |
| 1 | Beginning Available Cash Balance (Actual 07/01/16) RPTTF amount should exclude "A" period distribution amount | | | | | | |
| | | 9,390,453 | | 648,455 | | 27,753 | PPA 6/30/16 \$27,753 (Exp in ROPS 18-19) |
| 2 | Revenue/Income (Actual 06/30/17) RPTTF amount should tie to the ROPS 16-17 total distribution from the County Auditor-Controller | | | | | | |
| | | 75,025 | | | | 3,197,694 | |
| 3 | Expenditures for ROPS 16-17 Enforceable Obligations (Actual 06/30/17) | | | | | | |
| | | 1,356,843 | | 648,455 | | 2,497,972 | |
| 4 | Retention of Available Cash Balance (Actual 06/30/17) RPTTF amount retained should only include the amounts distributed as reserve for future period(s) | | | | | | |
| | | 3,507,156 | | | | 677,751 | |
| 5 | ROPS 16-17 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 16-17 PPA form submitted to the CAC | No entry required | | | | | |
| 6 | Ending Actual Available Cash Balance (06/30/17) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5) | | | | | | |
| | | \$ 4,601,479 | \$ 0 | \$ 0 | \$ 0 | \$ 49,724 | PPA 6/30/16 \$27,753 (Exp in ROPS 18-19) PPA 6/30/17 \$21,971 TOTAL \$49,724 |

Madera City Recognized Obligation Payment Schedule (ROPS 19-20) - Notes July 1, 2019 through June 30, 2020

[illegible]

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

BOARD MEETING OF: January 9, 2019
AGENDA ITEM NUMBER: 4B

APPROVED BY:



Executive Director

Subject: Consideration of a Resolution Approving the Administrative Budget of the Successor Agency for the Period July 1, 2019 – June 30, 2020

RECOMMENDATION:

Staff recommends the Successor Agency adopt the resolution approving the Administrative Budget for the period July 1, 2019 – June 30, 2020

Summary:

The Successor Agency will consider a resolution approving the Administrative Budget of the Successor Agency for the period
July 1, 2019 – June 30, 2020

DISCUSSION:

ABx126 and AB1484 provide for an administrative cost allowance funded from property tax to pay for certain costs incurred for winding down the affairs of redevelopment agencies. We are limited to \$250,000.00 per year. Administrative costs are allocated to both the property tax administrative allowance and project bond funds. Administrative costs are those necessary to carry out enforceable obligations.

Attachment:

- Resolution (Agency)
- Administrative Budget

RESOLUTION NO. SA

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AS THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, APPROVING THE SUCCESSOR AGENCY ADMINISTRATIVE BUDGET FOR JULY 1, 2019 THROUGH JUNE 30, 2020

WHEREAS, in connection with the approval and adoption of the State Budget for Fiscal Year 2011-2012, the California Legislature adopted, and the Governor signed, ABx1 26 (the "Dissolution Act"), which, after the California Supreme Court's ruling on December 29, 2011, has had the effect of dissolving all redevelopment agencies in the State of California; and

WHEREAS, the City of Madera has accepted the designation as the Successor Agency ("Agency") as that term is defined in the Dissolution Act, which has been authorized to wind down the business of the former Madera Redevelopment Agency; and

WHEREAS, Section 34177(j) of the California Health and Safety Code (added by the Dissolution Act) requires the Agency to prepare and approve an Administrative Budget for administrative costs of the Agency for the upcoming fiscal year as provided in Section 34177 and submit to the Oversight Board for its approval.

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

1. The recitals listed above are true and correct.
2. The Agency hereby approves the Administrative Budget for administrative costs for the period July 1, 2019 through June 30, 2020 attached hereto as Exhibit A.
3. The Agency authorizes and directs the Executive Director to:
 - (a) Present a copy of the Administrative Budget for administrative costs for the period July 1, 2019 through June 30, 2020 to the Madera Countywide Oversight Board for

approval.

(b) Upon approval of the Countywide Oversight Board, transmit a copy of the Administrative Budget for administrative costs for the period July 1, 2019 through June 30, 2020 by mail or electronic means to the Madera County Auditor-Controller.

4. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT A

SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY
Administrative Budget FY 2019-20
July 1, 2019 to June 30, 2020

| | <u>RPTTF</u> | <u>Bond</u> | <u>TOTAL</u> |
|---------------------|-------------------|-------------------|-------------------|
| Salaries & Benefits | \$ 200,000 | \$ 40,000 | \$ 240,000 |
| M&O | <u>50,000</u> | <u>69,000</u> | <u>119,000</u> |
| TOTAL | <u>\$ 250,000</u> | <u>\$ 109,000</u> | <u>\$ 359,000</u> |

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

BOARD MEETING OF: January 9, 2019
AGENDA ITEM NUMBER: 5A

APPROVED BY:



Executive Director

Consideration of a Resolution Approving Release of Disposition and Development Agreement Executed by Ironhorse Elm, LLC and Authorizing the Mayor to Execute the Release on Behalf of the City

RECOMMENDATION

Staff recommends the Successor Agency adoption of the resolution releasing the current subject property owner Muhammad Latif, an individual, from the terms and conditions of the Disposition and Development Agreement

HISTORY/BACKGROUND

By previous action, the Madera Redevelopment Agency entered into a Disposition and Development Agreement (the "DDA") with Ironhorse Elm, LLC regarding the property located at the southwest corner of Yosemite and Elm Avenues. The property is in escrow with Armstrong Development Properties, Inc. (the "Buyer"). The current owner, Muhammad Latif, desires to be released from the terms and conditions of the DDA.

DISCUSSION

The DDA dated September 13, 2010 and amendment dated June 11, 2014, recorded November 12, 2010 Doc# 2010033107 and July 24, 2014 Doc# 2014016494 respectively (collectively, the "DDA"), placed conditions on development of which included among other things, a requirement that the Property be developed with a 40,000 s.f. retail building with parking no later than April 1, 2019, with a required to construction start date of April 1, 2016. The documents also require the Redevelopment Agency listed in the Development Agreement and the Grant Deed approve certain transfers of the Property and building designs at the Property. Importantly, in certain circumstances, the Agency has the ability to take back the Property.

Ironhorse Elm, LLC has since sold the property. The current owner Muhammad Latif, individual (the "Seller") is now selling the parcels to Armstrong Development Properties, Inc. The Buyer intends to build a 20,000 commercial center. The Buyer has requested that the Seller ensure that the requirements in the DDA and the Grant Deed are no longer applicable to the Property. Final recourse of the DDA if not adhered to would be reversion of title back to the Agency at which point the Successor Agency would then be required to sell the property. Post dissolution the Successor Agency can no longer enter into DDAs. Therefore it seems

appropriate to release the Seller from the DDA relieving them of all requirements and removing the recording to that property.

BW

Attachments:

- Resolution (Agency)
- Objection letter

RESOLUTION NO. SA

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AS THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, APPROVING RELEASE OF DISPOSITION AND DEVELOPMENT AGREEMENT EXECUTED BY IRONHORSE ELM, LLC AND AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE ON BEHALF OF THE CITY

WHEREAS, the Former Madera Redevelopment Agency entered into a Disposition and Development Agreement (the “DDA”) with Ironhorse Elm, LLC for the property described in Exhibit A Attached hereto and incorporated herein by this reference (the “Subject Property”); and

WHEREAS, the current property owner Muhammad Latif, an individual (the “Seller”) is in escrow with Armstrong Development, Inc. (the “Buyer”) for the Subject Property; and

WHEREAS, the Buyer has requested that the Seller ensure that the requirements in the DDA and the Grant Deed are no longer applicable; and

WHEREAS, the Buyer intends to develop the Subject Property to the betterment of the project area; and

WHEREAS, a Release of Agreement (“Release Agreement”) has been prepared to be executed by the then current owner of the Subject Property which releases both the property owner (“Owner”) and the Agency from any further obligations or benefits created by the DDA related to the Subject Property; and

WHEREAS, the Release Agreement will assist in the development of the Subject Property and eliminate blight, and the form of the Release Agreement has been prepared and is on file in the Office of the Agency; and

WHEREAS, the Release Agreement will effectuate the Redevelopment Plan (the “Plan”) and assist in the elimination of physical and economic blight in the project area and the development of employment opportunities; and

WHEREAS, the Release Agreement in winding down the affairs of the Agency conforms to Dissolution Law AB1x26.

NOW THEREFORE, THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, does hereby resolve, find and order as follows:

1. The above recitals are true and correct.
2. The Release of Disposition and Development Agreement described above is hereby approved substantially in the form attached hereto as Exhibit "B".
3. The Mayor of the City of Madera is authorized to execute the Release on behalf of the Agency.
4. This resolution is effective immediately upon adoption.

* * * * *



One Armstrong Place
Butler, PA 16001

www.armstrongdev.com

724.283.0925
724-256-8098 fax

December 3, 2018

VIA EMAIL (with courtesy copy to follow by FEDEX OVERNIGHT)

Muhammad Latif and Junaid Lateef
2671 Marie Drive
Madera, CA 93637
Email: mlatif55@hotmail.com
junaidlateef@gmail.com

Aftab Naz MD
1111 W 4th Street
Madera, CA 93637
Email: aftabnaz@gmail.com

Chicago Title Company
601 West Yosemite Avenue, #101
Madera, CA 93637
ATTN: Cathy Padilla
Email: PadillaC@CTT.com

Re: Buyer's title objection notice regarding the real property located at the SWC of Yosemite and Elm Avenues, Madera, California, Madera County Tax Parcel #008-022-010, 008-022-035, 008-023-002, 008-023,003, 008-023-004, and 008-023-011

Chicago Title Company Order Number: FWFM-5001800621-MW

Greetings:

I am Division Counsel for Armstrong Development Properties, Inc. ("**Buyer**") in connection with the transaction (this "**Transaction**") under the Real Estate Purchase and Sale Agreement (the "**Purchase Agreement**") between Buyer and Aftab Naz, Muhammad Latif, , and Junaid Lateef, each individuals (collectively referred to as the "**Seller**"), dated effective August 3, 2018, regarding the real property (the "**Property**") located at or near the SWC of Yosemite and Elm Avenues in Madera, California, with Madera County Tax Parcel #008-022-010, 008-022-035, 008-023-002, 008-023,003, 008-023-004, and 008-023-011, as described more fully in the Commitment (defined below).

Pursuant to Section 5.7 of the Purchase Agreement, Buyer hereby provides this title objection notice ("**Objection Notice**") regarding Buyer's objections to the matters reflected in: 1) the Commitment for Title Insurance, dated August 10, 2018 (Commitment No. FWFM-5001800621-MW), issued by Chicago Title Company (the "**Title Company**") and attached as **Attachment 1** to this Objection Notice, and 2) the "ALTA/NSPS Land Title Survey", dated November 14, 2018 (the "**Survey**") and attached to this Objection Notice as **Attachment 2**. Please note that any capitalized terms not specifically defined in this Objection Notice are intended to have the meanings given to them in the Purchase Agreement.

ARTICLE I – SCHEDULE A

Except where explicitly stated otherwise, all references to "**Items**" in this Section of the Objection Notice, refer to the items in Schedule A of the Commitment.

1. **Effective Date:** TO TITLE COMPANY: Buyer requires that the Title Company commit to issuing a final ALTA owner's title insurance policy insuring Buyer's interest in the Property (the "**Final Policy**") with an effective date/time that is the date/time of the recording of the deed conveying the Property from Seller to Buyer.

TO SELLER: Buyer requires that Seller agree to execute any documents required by the Title Company in order to allow for any "gap" coverage needed to provide such an effective date.

2. **Item No. 2 (Proposed Policy Amount):** TO TITLE COMPANY: The Property is currently undeveloped land that Buyer intends to develop the Property shortly after the Closing. Buyer requests that the Title Company take any steps necessary prior to the Closing to allow Buyer to increase the policy amount of the Final Policy after Closing beyond the purchase price being paid by Buyer, in order to encompass Buyer's post-Closing construction and development.
3. **Item No. 2 (Proposed Insured):** TO TITLE COMPANY: Buyer intends to assign its rights under the Purchase Agreement to an affiliated entity, that will take title to the Property. Buyer requires that the Title Company permit such assignee to be named as the insured under the Final Policy.

ARTICLE II – EXCEPTIONS

Except where explicitly stated otherwise, all references to "**Exceptions**" in this Section of the Objection Notice refer to the exceptions on pages 7 through 13 of the Commitment.

4. **Exceptions 2, 3, 4, 5:** TO SELLER AND TITLE COMPANY: Buyer objects to these Exceptions and requires that, in accordance with Section 5.9 of the Purchase Agreement, Seller pay the cited special assessments, and all associated fees and penalties, such that these or similar Exception can be removed from the Commitment and shall not appear in the Final Policy.
5. **Exception 6:** TO TITLE COMPANY: Buyer objects to this Exception and requires that it not appear in the Final Policy.
6. **Exception 7:** TO SELLER: Buyer objects to this Exception with respect to Seller to the extent that the Purchase Agreement require Seller to pay any real estate taxes and assessments accruing prior to the Closing date.
7. **Exception 8:** TO SELLER AND TITLE COMPANY: Buyer objects to this Exception, as it relates to expenses from up to two years ago, that must be paid by Seller prior to Closing. Buyer would be willing to accept an Exception related to "Taxes and Assessments levied by the Madera Irrigation District that are not yet due and payable."
8. **Exception 9:** TO TITLE COMPANY: Purchaser objects to this Exception because it fails to reference a document indicating the source or details of the Exception. Purchaser requires that such a document be provided or that this Exception be deleted from the Commitment and not appear in the Final Policy.
9. **Exception 10:** TO SELLER AND TITLE COMPANY: Buyer objects to this Exception as the location cannot be ascertained from the Survey. Buyer will request additional information to locate this referenced easement area and reserves its rights under the Purchase Agreement in connection therewith.
10. **Exception 11:** TO TITLE COMPANY: Buyer objects to this Exception because the referenced document, by its very terms, applies to land adjacent to and outside of the Property.

11. **Exception 12:** TO TITLE COMPANY: Buyer objects to this Exception as stated and requires the Title Company to state with specificity matters within the referenced survey that are exceptions to coverage.
12. **Exceptions 13 and 14:** TO TITLE COMPANY: Buyer objects to these Exceptions and requires that they be deleted from the Commitment and not appear in the Final Policy. The referenced survey does not contain recitals or dedications, contrary to the suggestion in the Exceptions.
13. **Exceptions 15 and 16:** TO TITLE COMPANY: Buyer objects to these Exceptions and requires that they be deleted from the Commitment and not appear in the Final Policy. The survey referenced in these Exceptions appears to be of parcels which are not part of the Property and it is recorded in the name of an individual (Frank Rose) who does not appear to have owned the Property at the time survey was recorded and, therefore, would not bind the Property.
14. **Exception 17:** TO TITLE COMPANY: Buyer objects to this Exception as stated and requires the Title Company to state with specificity matters within the referenced survey that are exceptions to coverage.
15. **Exception 18:** TO TITLE COMPANY: Buyer objects to this Exception and requires that it be deleted from the Commitment and not appear in the Final Policy. The referenced survey does not contain recitals, contrary to the suggestion in the Exception.
16. **Exceptions 19, 20, 21:** TO SELLER: Buyer objects to these Exceptions. They are regarding a Disposition and Development Agreement, and an amendment thereto (collectively, the "Development Agreement") and a Grant Deed between the parties to the Development Agreement, all supposedly affecting the Property. These documents, among other things, require that the Property be developed with a 40,000 s.f. retail building with parking no later than April 1, 2019, with a required to construction start date of April 1, 2016. The documents also require the Redevelopment Agency that is listed in the Development Agreement and the Grant Deed (and the City of Madera, as its successor in interest) (collectively, the "City") approve certain transfers of the Property and building designs at the Property. Importantly, in certain circumstances, the City purportedly has the ability to take back the Property. Buyer understands that many cities throughout California have declined to enforce agreements such as the Development Agreement. In order to ensure that the Property will not be subject to the requirements and potential penalties under the Development Agreement and the Grant Deed, Buyer requires the Seller to do all of the following:
 - a) Confirm in writing that Seller has not received any notice of default under the Development Agreement;
 - b) Provide Buyer with all correspondence and documents, if any, that are in Seller's possession or control regarding the Development Agreement.
 - c) Provide a written explanation regarding Seller's relationship to Ironhorse Elm, LLC, the listed "Developer" under the Development Agreement and grantee under the Grant Deed.
 - d) Agree in writing to cooperate with Buyer in Buyer's efforts to ensure that the requirements in the Development Agreement and the Grant Deed are no longer applicable to the Property or, in the alternative, to obtain all amendments and approvals from the City to allow Buyer to complete its intended development of the Property.
 - e) Agree in writing that, if Buyer is unable, prior to Closing, to obtain reasonable assurances that the requirements in the Development Agreement and the Grant Deed are no longer applicable to the Property or to obtain all amendments and approvals from the City to allow Buyer to

complete its intended development of the Property, then Buyer may, in its sole discretion, terminate the Agreement and receive a full refund of all of the Earnest Money.

17. **Exceptions 22, 23, 24:** TO SELLER: Buyer objects to these exceptions and requires Seller to take all necessary steps to satisfy the requirements in these Exceptions. To that end, Seller will need to have their respective spouses, as indicated in these Exceptions, provide Purchaser with a written commitment now that they will provide any documentation required by the Title Company prior to Closing to satisfy and delete these Exceptions.
18. **Exceptions 25 and 26:** TO SELLER AND TITLE COMPANY: Buyer objects to these Exceptions and requires Seller to take all necessary steps to satisfy the Title Company's requirements under these Exceptions and verify the vesting deeds to Seller.

SECTION IV – MISCELLANEOUS

19. TO SELLER AND TITLE COMPANY: Notwithstanding anything included in or omitted from this Objection Notice, Buyer reserves and preserves its rights to request updates of the Title Commitment and the Survey and to object to any items that are first disclosed or provided to Buyer or shown on a revised Title Commitment or updated Survey after the date of this Objection Notice.
20. TO TITLE COMPANY: Buyer requests that the Title Company provide information regarding the availability and costs associated with the issuance of the following endorsements to the Final Policy:
- A. Owner's Comprehensive (ALTA 9-06, or equivalent);
 - B. If not party of the Comprehensive endorsement, private rights coverage
 - C. Same as Survey;
 - D. Access and Entry (including by easement);
 - E. Lack of Signatures;
 - F. Subdivision;
 - G. Contiguity
 - H. Environmental;
 - I. Patent Rights;
 - J. Mineral Rights;
 - K. Utility Access;
 - L. Arbitration Waiver (if applicable).

TO SELLER AND TITLE COMPANY: As a reminder, pursuant to Section 5.7.2 of the Purchase Agreement, Seller has 15 days to respond to this Objection Notice. Please provide written responses indicating whether or not Seller and/or Title Company, as applicable, will satisfy the objections set forth herein.

December 3, 2018
Muhammad Latif, Junaid Lateef and Aftab Naz MD
SWC Yosemite and Elm Ave.
Page 5

If you should have any questions regarding this Objection Notice, please feel free to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Matthew R. Lasek", followed by a horizontal line.

Matthew R. Lasek
Division Counsel

Enclosures

cc: Douglas J. Kyle, Buyer (by email)
Kevin Parker (by email)
Reid Lewis (by email)

EXHIBIT B

Recording requested by and when
recorded return to

City of Madera Successor Agency to the Former
Madera Redevelopment Agency
428 East Yosemite Ave
Madera, CA 93638

Space above this line for recorders use

RELEASE OF DISPOSITION
AND DEVELOPMENT AGREEMENT

The parties to this Agreement are the City of Madera Successor Agency to the Former Madera Redevelopment Agency ("Agency") and Ironhorse Elm, LLC ("Ironhorse"). Ironhorse Elm, LLC entered a Disposition and Development Agreement ("DDA") then the owner of the Subject Property. The current owner Muhammad Latif desires that the property subject to the DDA be released from all of the rights, restrictions and covenants contained in the DDA for such property including the Grant Deed recorded November 12, 2010 as Document # 2010033106. Accordingly, this Agreement is entered into to effectuate such purpose.

Pursuant to the request of the Owner of that certain DDA dated September 13, 2010 and amendment dated June 11, 2014 (collectively the "DDA"), executed by Ironhorse, Todd Spencer, as Owner, in which Agency is named as Agency, and recorded November 12, 2010 as Instrument No. 2010033107 and amendment recorded July 24, 2014 as Instrument No. 2014016494, Official Records of Madera County, California, the Undersigned, Agency and Muhammad Latif do hereby grant and reconvey to the person or persons legally entitled thereto, without warranty, all of the estate and interest derived to the Agency by the Owner and to the Owner by the Agency in and to the real property described in the DDA. Said property ("Subject Property") is described in Exhibit A and incorporated herein as though fully set forth.

In addition to the reconveyance herein granted, the parties hereto, hereby jointly and mutually release each other from any and all right, privileges, duties and obligation of the DDA as it relates in any manner to the Subject Property.

Dated: _____

CITY OF MADERA SUCCESSOR AGENCY TO
THE FORMER MADERA REDEVELOPMENT AGENCY

By: _____
Andrew J. Medellin, Mayor

ATTEST:

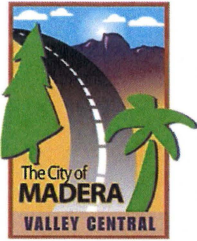
Claudia Mendoza, Recording Secretary

OWNER

By: _____
Muhammad Latif

APPROVED AS TO FORM:

J. Brent Richardson, General Counsel
Successor Agency



REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: 1/09/19

Agenda Number: 5B

Department Director

Arnoldo Rodriguez, City Manager

SUBJECT:

Consideration of a Resolution Approving a Sixth Amendment to the City Clerk At-Will Employment Agreement and Authorizing the Mayor to Execute the Amendment

RECOMMENDATION:

Staff recommends that the City Council (Council) consider adopting the resolution approving a sixth amendment to the City Clerk At-Will Employment Agreement and authorizing the Mayor to execute the amendment.

Pursuant to Government Code §54953 (c)(3), prior to taking action on this item, the Council must publicly announce a summary of the action being considered.

Announcement - If approved, the proposed amendment to the City Clerk's At-Will Employment Agreement would extend the term of the existing agreement by sixty (60) days for the purposes of ongoing contract negotiations.

SUMMARY:

The City Council negotiated an Employment Agreement with Sonia Alvarez to serve as City Clerk. The most recent amendment was entered into on November 14, 2018 with a term expiring February 4, 2019.

DISCUSSION:

The City Council appointed an ad hoc committee to negotiate a new employment agreement with City Clerk Sonia Alvarez. The ad hoc committee is in the process of negotiating terms and conditions of the new agreement with Ms. Alvarez, and due to the Council meeting schedule, will not have a recommendation prior to the expiration of the existing agreement with Ms. Alvarez. For this reason, the ad hoc committee is recommending a sixty (60) day extension to allow for completion of the negotiation process.

FINANCIAL IMPACT:

Adoption of the amendment to the City Clerk's employment agreement will extend Ms. Alvarez's existing Agreement terms and conditions by sixty (60) calendar days.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Compensation and benefits for City employees are not addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

ALTERNATIVES:

1. Approval of the amendment will allow the ad hoc committee to continue negotiations with Ms. Alvarez and present a recommendation to the Council at a future meeting date.
2. Should the Council not approve the amendment, upon expiration of the at-will employment agreement, the City will no longer have a basis for continued employment of Ms. Alvarez as the City Clerk.

ATTACHMENTS:

Resolution

Amendment to Employment Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A
SIXTH AMENDMENT TO THE CITY CLERK AT-WILL EMPLOYMENT AGREEMENT AND
AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, the City of Madera wishes to establish reasonable rules, regulations and compensation for its staff and elected officials within the financial limits of the organization; and

WHEREAS, a Sixth Amendment to the City Clerk At-Will Employment Agreement has been prepared and is amenable to all parties.

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

1. The above recitals are true and correct.
2. The Sixth Amendment to the City Clerk's At-Will Employment Agreement between the City and Sonia Alvarez, on file with the office of the City Clerk and referred to for more particulars, is hereby approved.
3. The Mayor of the City of Madera is authorized to execute the Sixth Amendment on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.

* * * * *

**SIXTH AMENDMENT TO THE
CITY CLERK AT-WILL EMPLOYMENT AGREEMENT**

This Amendment, entered into on the 9th day of January, 2019, amends the previous agreement entitled **CITY CLERK AT-WILL EMPLOYMENT AGREEMENT** dated August 5, 2015 and amended June 15, 2016; May 3, 2017; June 7, 2017; June 20, 2018; and November 14, 2018 by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Sonia Alvarez, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated August 5, 2015 and amended June 15, 2016; May 3, 2017; June 7, 2017; June 20, 2018; and November 14, 2018 to contract with Employee to serve as City Clerk of Employer ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to extend the existing term due to ongoing contract negotiations.

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

Section 1. Section 1.A. of the Agreement is amended to read as follows:

Section 1: TERM

- A. The term of this Agreement shall be five (5) years from December 4, 2013. The Employer will provide written notice to the Employee on or before September 4, 2018 of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

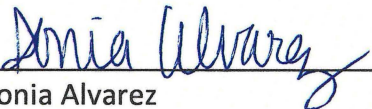
Due to ongoing contract negotiations, the term of the Agreement is extended by an additional (60) days to April 5, 2019.

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

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

EMPLOYEE

CITY OF MADERA

By: 
Sonia Alvarez

By: _____
Andrew J. Medellin, Mayor

ATTEST

APPROVED AS TO LEGAL FORM


By: _____
Zelda Leon, Deputy City Clerk

By: _____
Brent Richardson, City Attorney

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

BOARD MEETING OF: January 9, 2019
AGENDA ITEM NUMBER: 6A

APPROVED BY:



Executive Director

Joint Public Hearing Regarding Consideration of Resolutions Approving 33433 Report and Approval of Sale of Real Properties Located at 307, 309, 311, 313, and 315 Malone Street and Consideration of a Resolution Approving Disposition and Development Agreement with Habitat for Humanity Fresno, Inc.

RECOMMENDATION

Staff recommends the following actions:

1. The City Council adopt the resolution approving the sale of properties at 307, 309, 311, 313, and 315 Malone Street to Habitat for Humanity Fresno, Inc. and making related findings. The sales price is \$5.00 (\$1.00 per lot).
2. The Successor Housing Agency adopt the resolution approving sale of property located at 307, 309, 311, 313, and 315 Malone Street.
3. The Successor Housing Agency adopt the resolution approving the Disposition and Development Agreement with Habitat for Humanity Fresno, Inc. for property located at 307, 309, 311, 313, and 315 Malone Street.

HISTORY

By previous action, the former Successor Housing Agency acquired the property formerly known as the Hutchison property on the corner of Washington Street and Malone Street. The property was in a severe state of blight and inconsistent with the surrounding neighborhood. The Housing Agency demolished several structures on site and cleaned up the property. When acquired the property was made up of 4 lots. The Agency went through the process of a lot line adjustment and split the 4 lots into the current 5 single family lot configuration.

SITUATION

Habitat for Humanity Fresno, Inc. ("Habitat") is a nonprofit public benefit corporation. The Corporation's purpose is to assist low and very low-income families build their own homes using sweat equity. Habitat works by forming relationships with likeminded community organization having the shared goal to develop affordable housing. Habitat has recently changed its boundary to include within its project area the City of Madera.

Habitat has reached out to the Madera Successor Housing Agency and expressed their desire to work with the Agency to construct affordable low income housing in the City of Madera. Staff toured Fresno and Clovis to see first-hand the units currently under construction as well as established neighborhoods created by Habitat. Habitat's community involvement goes much farther than the creation of affordable housing. They like the Agency have the goal to not only build the affordable units but to also reach out and find ways to improve the surrounding neighborhood as well, including green space, sidewalks, streetlights, curbs, gutters, and much more.

The Malone properties represent the opportunity to partner up with an important participant in the affordable housing market and invite Habitat into the Madera Community. The agreement will require the

building of five (5) single family low income affordable units, one on each lot. Habitat will utilize the Housing Agency's current building plans as prepared by Villa Di Ubaldo

The Agency to improve the supply of affordable housing in the Project Area is selling the lots for \$1.00 each. The price is consistent with fair market value based upon the conditions placed on the sale.

BW

Attachments:

- DDA Summary
- Resolutions (City & Successor Housing Agency)

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING SALE OF PROPERTIES KNOWN AS 307, 309, 311, 313, AND 315 MALONE STREET ACQUIRED WITH LOW MOD HOUSING FUND PROGRAM INCOME BY THE CITY OF MADERA SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY AND MAKING FINDINGS RELATED THERETO

WHEREAS, the City of Madera, as Successor Housing Agency to the Former Madera Redevelopment Agency (the "Agency") is involved in the development of very low, low to moderate income affordable housing to persons or families; and

WHEREAS, the Agency has acquired certain properties specifically described on Exhibit "A" attached hereto and generally described as 307, 309, 311, 313, and 315 Malone (the "Subject Property") and removed the blighting conditions located on such property and prepared it for sale; and

WHEREAS, a public hearing concerning sale was duly noticed and came on for hearing on January 9, 2019; and

WHEREAS, the properties are sold with a condition that they be used to construct five (5) affordable single family dwelling units one (1) on each lot, which can only be sold to very low, low to moderate income persons or families and the grantee of such property will be required to execute an agreement guaranteeing such use.

NOW THEREFORE THE CITY COUNCIL OF THE CITY OF MADERA does hereby resolve, find and order as follows:

1. The above recitals are true and correct

2. The sale of the Subject Properties will provide for the construction of one (1) affordable single family dwelling unit on each lot, which can only be sold to very low, low to moderate income persons or families, and is consistent with the implementation plan adopted pursuant to Section 33490 of Community Redevelopment Law, California Government Code Sections 33000 *et seq.*

3. The sale of the Subject Property is hereby approved.

4. This resolution is effective immediately upon adoption.

* * * * *

RESOLUTION NO. SHA

RESOLUTION OF THE CITY OF MADERA AS SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY MADERA, CALIFORNIA APPROVING THE SALE OF PROPERTIES LOCATED AT 307, 309, 311, 313, AND 315 MALONE STREET FOR THE CONSTRUCTION OF FIVE (5) SINGLE FAMILY DWELLING UNITS ONE (1) ON EACH LOT LOCATED IN THE CITY OF MADERA

WHEREAS, Habitat for Humanity Fresno, Inc., has applied to purchase properties from the Successor Housing Agency for the construction of one (1) single family dwelling unit on each lot located at 307, 309, 311, 313, and 315 Malone Street (the "Project"); and

WHEREAS, the project has been deemed to be categorically exempt pursuant to §15303(a) 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; 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 Housing Agency to the Former Madera Redevelopment Agency and referred to for more particulars; and

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

WHEREAS, the sale of the property is in the best interest of the Developer and Successor Housing Agency in that it will assist in the elimination of blight and increase the supply of affordable housing in the Northeast area of Madera.

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

1. Each of the above recitals is true and correct.
2. Based upon the testimony and information presented at the hearing and upon review and consideration of the environmental documentation provided, the approval of the sale of the property is in the best interest of the City of Madera, and the Successor Housing Agency finds that the Project is categorically exempt.
3. The sale of the Subject Properties will provide for the construction of one (1) affordable single family dwelling unit on each lot, which can only be sold to very low, low to moderate income persons or families, and is consistent with the implementation plan adopted pursuant to Section 33490 of Community Redevelopment Law, California Government Code Sections 33000 et seq..
4. The Successor Housing Agency to the Former Madera Redevelopment Agency approves the sale of 307, 309, 311, 313, and 315 Malone Street to Habitat for Humanity Fresno, Inc., for the Project conditioned upon the Developer entering into the Disposition and Development Agreement for the Site in substantial form of the Agreement on file in the office of the Executive Director of the Successor Housing Agency and approved as to form by the General Counsel of the Successor Housing Agency.
5. This resolution is effective immediately upon adoption.

* * * * *

RESOLUTION NO. SHA

RESOLUTION OF THE CITY OF MADERA AS SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY MADERA, CALIFORNIA APPROVING DISPOSITION AND DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION OF FIVE SINGLE FAMILY RESIDENCES LOCATED AT 307, 309, 311, 313, AND 315 MALONE STREET AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE SUCCESSOR HOUSING AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY

WHEREAS, Habitat for Humanity Fresno, Inc., has applied to purchase property from the Successor Housing Agency for the construction of five (5) single family dwelling units, one (1) on each lot located at 307, 309, 311, 313, and 315 Malone Street (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 Housing 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 Housing Agency in that it will allow the construction of one (1) single family affordable dwelling unit on each lot, which can only be sold to very low, low to moderate income persons or families in the Northeast area of Madera.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF MADERA as Successor Housing Agency of the Former Madera Redevelopment Agency of the City of Madera hereby finds, determines, resolves and orders as follows:

1. Each of the above recitals is true and correct.
2. The sale of the Subject Properties will provide for the construction of one (1) affordable single family dwelling unit on each lot, which can only be sold to very low, low to

moderate income persons or families, and is consistent with the implementation plan adopted pursuant to Section 33490 of Community Redevelopment Law, California Government Code Sections 33000 et seq.

3. The Successor Housing Agency of the Former Madera Redevelopment Agency approves the Disposition and Development Agreement for the Project and such Agreement is on file in the Office of the Executive Director of the Successor Housing Agency and approved as to form by the General Counsel of the Agency.

4. The Mayor is authorized to execute the Agreement on behalf of the Successor Housing Agency of the Former Madera Redevelopment Agency.

5. This resolution is effective immediately upon adoption.

* * * * *

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

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

MAIL TAX STATEMENTS TO:

Habitat for Humanity Fresno, Inc.
4991 E. McKinley Ave, STE 123
Fresno, CA 93727-1966

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DISPOSITION AND DEVELOPMENT AGREEMENT

BY AND BETWEEN

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

AND

HABITAT FOR HUMANITY FRESNO, INC.

FOR

307, 309, 311, 313 AND 315 MALONE STREET
MADERA CALIFORNIA

DISPOSITION AND DEVELOPMENT AGREEMENT

This Agreement is entered into as of (ENTER MEETING APPROVAL DATE), between the CITY OF MADERA AS SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY MADERA, a body corporate and politic, ("Agency") and HABITAT FOR HUMANITY FRESNO, INC., a non-profit 501(c)(3), ("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 Agency desires to construct one (1) single family dwelling unit on each lot located at 307, 309, 311, 313 and 315 Malone Street for a total of five (5) single family dwelling units ; and

WHEREAS, the Developer has submitted a development proposal for the Project Site in response to a Request for Proposal process and the 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 one (1) single family dwelling unit on each of five (5) lots in accordance with the Redevelopment Plan; and

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

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

ARTICLE I DEFINITIONS

Section 101. Site. The properties are located, in the City of Madera, and known as 307, 309, 311, 313 and 315 Malone Street, and 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 one single family residence on each lot and the marketing of such lots and homes for sale to low and moderate income buyers as affordable units. The Project is more

specifically described in Exhibit "B" attached hereto and incorporated herein.

Section 103. Developer. "Developer" means Habitat For Humanity Fresno, Inc., whose mailing address for notice purposes is 4991 E. McKinley Ave, STE 123, Fresno CA 93727-1966.

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

Section 105. Low and Moderate Income. The definitions of "persons and families of very low, low and moderate income," as presently set forth and amended from time to time in California Health and Safety Code Sections 50079.5 and 50093 shall apply to this agreement.

ARTICLE II PURPOSE OF AGREEMENT

Section 201. Purpose of Agreement. The purpose of this Agreement is to carry out, in part, Agency policies regarding development of housing to very low, low and moderate income households as affordable housing by providing for the disposition and development of the property described in Section 101, above, to be acquired by the Developer from the 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, Agency, and the health, safety and welfare of their residents, and are necessary to effectuate the purposes of the Agency 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 Redevelopment Project Area of the City of Madera. It was transferred to the 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 One Dollar (\$1.00) per lot. The Agency finds that the use of this Site to develop very low, low to moderate income, affordable housing is in the best interest of the Agency, the citizens and the public of the City of Madera. The Agency further finds that the purchase price will provide for persons and families of low and moderate income housing that is affordable. The Agency further finds that such action will be of benefit to the Project Area of the Agency in that it will increase housing availability in the

City.

Section 302. Conveyance of the Site.

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

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

Section 302.1. Escrow. Within fifteen (15) days after the date of this agreement, the parties shall open escrow ("Escrow") with Chicago Title Company at 601 West Yosemite Avenue, Madera, California, 93637, or another escrow company mutually satisfactory to both parties (the "Escrow Agent").

Section 302.2. Costs of Escrow. Agency and Developer shall pay their respective portions of the premium for the Title Policy as set forth in Section 302.9 hereof. The Agency shall pay for the documentary transfer taxes, if any, due with respect to the conveyance of the Site, and Developer and 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 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 Housing 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 Housing 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 Housing 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 Agency and Developer for their share of the premiums of the Title Policy and charge 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 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 Agency's Conditions Precedent have been fulfilled or waived by Developer and 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 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. 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 thirty (30) days of the parties' satisfaction of all of 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 _____ (45 days from approval of agreement), (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 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 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 Agency of its disapproval of any Exceptions in the Report, 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 the 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 Agency written notice that Developer elects to proceed with the purchase of the Site subject to the disapproved Exceptions or to give the 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). The 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 Agency with a copy of the Title Policy. The Title Policy shall be for the amount of the Purchase Price. The 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. Agency's Conditions of Closing. Agency's obligation to proceed with the Closing of the sale of the Site is subject to the fulfillment or waiver by Agency of each and all of the conditions precedent (a) through (g), inclusive, described below ("Agency's Conditions Precedent"), which are solely for the benefit of 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, Agency shall have paid all required costs of Closing into Escrow in accordance with Section 302.2 hereof.

d. Acquisition of Site. The 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. The Plans: The Developer is required to comply with construction drawings, plans and subdivision documents as approved by the City of Madera as set forth in Sections 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.

h. Financing. The 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, 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 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, Developer 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 obtained plans 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 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 housing developed on the Site will be affordable to persons of very low, low and moderate income.

Section 304. Condition of Title. Subject to Section 303 above, the 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 Agency shall execute all documents and take all other steps consistent with 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 City of Madera as Successor Housing Agency of the Former Madera Redevelopment Agency is authorized to execute all such documents on behalf of the 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 date of this Agreement. The Agency shall, within twenty-five (25) days after the 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 Section 302.2.

Section 307. Taxes and Assessments. The 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 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 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 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 one single family residence on each of five (5) lots 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 one single family residence on each lot of the Site and (3) the marketing and disposition of such lots and single family homes. 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 Agency, has prepared the basic drawings and related documents describing the project to be constructed pursuant to this Agreement. The Site shall be developed in accordance with the basic drawings, related documents and renderings provided 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 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.

At the execution of this Agreement, the Agency shall provide the Developer construction drawings, plans, and subdivision documents for the Project. Such construction drawings, plans, maps and related documents for the Project shall provide sufficient detail to obtain a building permit for the Project from the City.

Section 404 Construction Drawings, Plans and Subdivision Related Documents. The construction drawings, plans and related subdivision documents specified in Sections 402 and 403 as provided must be adhered to.

If either party desires to make any substantial change in the final construction drawings, plans or other documents, 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 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. This obligation also includes residential water meters per city standard W9A and W9B, sewer clean out at property line per city standard S-12A, fees associated for design and processing of plot plans, city plan check and copies of plans.

Section 406 Time for Performance. Subject to Section 805, the Developer shall begin development and construction of one single family residence on each lot no later than 90 days after the close of escrow. Start of construction includes but is not limited to grading, trenching, compaction and other improvements to the property. Developer shall complete the Project no later 12 months after start of construction.

Section 407. Indemnification. Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this agreement, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the Contractor fails to do so, Contractor agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

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 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 Agency. Inspection by such representatives shall not impose on the 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 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 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 Agency to enter into such litigation to protect the interest of the 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 Agency, which approval the 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 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 Agency delivers any notice or demand to The Developer With respect to any breach or default by the Developer under this Agreement, the 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 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 Agency by written agreement satisfactory to the 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 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 Agency, to a Certificate of Completion from the 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 Housing 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 Agency may cure the default prior to the completion of any foreclosure. In such event, the Agency shall be entitled to reimbursement from the Developer of all costs and expenses incurred by the 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 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. Affordability Covenant.

a. Developer covenants to sell each single family residence developed on the Site to those purchasers and households who qualify as households of low or moderate income and meet affordability requirements pursuant to Section 601 as that term is defined in Health and Safety Code Sections 50052.5 and 50093, will be required to execute a Declaration of Covenants and Restrictions (Affordability Covenant) that they (the Purchaser) shall maintain this affordability requirement of such home for a period of 45 years from the date of this Agreement for each such single family residence. Maintaining this Affordability Covenant

requires that upon sale of each residential unit by Developer, each purchaser thereof is an owner-occupant and that Developer and each subsequent owner thereof agree that they will not (1) sell the home to anyone other than a person and/or household who qualifies as a person or household of low and moderate income (2) vacate the home as an owner-occupant of such residence and (3) rent nor lease such residence during the 45-year term of affordability.

b. Payment to Agency. The covenant to be executed by each subsequent Purchaser shall also provide for a payment to the Agency from the Developer or any successor purchaser of the home who violates the terms of the Affordability Covenant required herein. The payment per lot shall equal \$31,534. The payment represents the Agency's associated cost towards the project as disclosed in the 33433 report less the purchase price per lot. The amount of payment shall be reduced by 1/45 for each year from the date of this Agreement to the date of the violation. The purpose of this payment is to compensate the Agency for its loss of a home which is an owner-occupied affordable unit to low and moderate income persons or households. The covenant will provide that it is subordinate to any business or entity that issues mortgages in the usual course of its business and has a first deed of trust on the Property or a similar security interest and obtains the property through foreclosure or some other means based upon the default of the purchaser.

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 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 Agency.

ARTICLE VI DISPOSITION OF SINGLE FAMILY RESIDENCE

Section 601. Homes to be Affordable to Persons of Very Low, Low and Moderate Income. Each single family residence to be constructed and sold, pursuant to this Agreement *as affordable* shall be offered for sale at a price affordable to persons and families of very low, low to moderate income. Each such home shall be sold to a person or persons who qualify as a very low to moderate income household. Developer shall not sell such home without first having purchaser execute the covenants required pursuant to Section 416 of this Agreement and recording same prior to or concurrent with the deed of conveyance to such purchaser.

Section 602. Income of Buyers. Prior to the sale of any Affordable Unit to a purchaser, the Developer shall submit to the Agency a completed income computation and certification form on the form which is provided by the Agency. The Developer shall certify, to the best of the Developer's knowledge, that each prospective buyer purchasing an affordable unit is a very low, low to moderate income household and meets the eligibility requirements established for the very low, low to moderate income affordable unit. The Developer shall obtain an income certification from the prospective buyer of each affordable unit and shall certify that, to the best of the Developer's knowledge, the income of the prospective buyer is truthfully set forth in the income certification form. The Developer shall verify the income certification of the prospective buyer in one or more of the following methods reasonably acceptable to the Agency:

- a. Obtain 2 paycheck stubs from the prospective buyer's two (2) most recent pay periods.
- b. Obtain a true copy of an income-tax return from the prospective buyer for the most recent tax-year in which a return was filed.
- c. Obtain an income verification certification from the employer of the prospective buyer.
- d. Obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the prospective buyer receives assistance from such agencies.

e. Obtain an alternate form of income verification reasonably acceptable to the Agency, if none of the above forms of verification is available to the Developer.

ARTICLE VII

DEFAULT, REMEDIES AND TERMINATION

Section 701. 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 702. 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 Agency as may be provided by law.

If the 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 703. 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 704. 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 705. 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 706. Remedies and Rights of Termination.

a. If the 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 Agency in writing to cure such failure within sixty (60) calendar days after the date of receipt of such notice. If the 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 Housing Agency. The Agency shall return to the Developer any of the purchase price that may have been paid, and thereafter neither the 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 Agency, then this Agreement and the rights of the Developer (or its successor) under this Agreement shall, at the Agency's option, be terminated upon written notice from the Agency. Such termination shall be in addition to and without limitation on any other rights or remedies that may be available to the Agency for such default or failure.

Section 707. Right of Reentry. Subject to Section 705, the 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 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 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.

e. The Deed shall contain appropriate references and provisions to give effect to the Agency's right, pursuant to this Section 707, 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 Agency the estate conveyed to the Developer; or

f. Upon the revesting in the Agency of title to the Site (or any portion thereof) as provided in this Section 707, the 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 Agency shall find feasible and consistent with the policies of the 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 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 Agency for all costs and expenses incurred by the 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 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 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 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 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 Agency as its property.

g. The rights established in this Section 707 are to be interpreted in light of the fact that the 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 VIII GENERAL PROVISIONS

Section 801. Notices and Communications. Notices and communications pursuant to this Agreement shall be given by personal delivery or certified mail, return receipt requested, to the 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 802. Conflict of Interest. No member, officer or employee of the City or 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 803. 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 804. Nonliability of Members, Officers and Employees. Notwithstanding any other provision of this Agreement, no member, officer or employee of the City or Agency shall be personally liable to the Developer, for any default or breach by the City or 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 805. 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 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 Agency and the Developer.

Section 806. Inspection of Books, Records and Documents. The 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 806, "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 807. Approval by the Agency or the Developer. Wherever this Agreement requires the Agency or the Developer to approve any contract, document, plan, proposal, specification, drawing or other matter, such approval shall not be unreasonably withheld.

Section 808. 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 Agency any and all drawings, maps, plans, data and other documents concerning the Site or Project, and the Agency or any person or entity designated by the Agency shall have the right to use such drawings, plans, data and documents.

Section 809. Commission and Fees. The Successor Housing Agency shall not be liable or responsible for any real estate commissions, brokerage fees or finders fees which may arise from this Agreement. The Agency and the Developer each represent that neither has engaged any broker, agent or finder in connection with this transaction.

Section 810. Compliance with Laws. Developer acknowledges that Developer, not the 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 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 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 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 811. Entire Agreement; Waiver; Amendment.

a. This Agreement includes 28 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 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 Agency and the Developer.

Habitat For Humanity Fresno, Inc.

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

By: _____
Contractor's Name

By: _____
Andrew J. Medellin, Mayor

Approved as to Form
J. Brent Richardson, General Counsel

Attest:
Claudia Mendoza, Recording Secretary

ATTACH NOTARY ACKNOWLEDGEMENTS

REPORT TO THE SUCCESSOR HOUSING AGENCY BOARD

BOARD MEETING OF: January 9, 2019
AGENDA ITEM NUMBER: 6B

APPROVED BY:



Executive Director

Subject: Consideration of Resolutions Approving Amendment to Grant Agreement with Madera Opportunities for Resident Enrichment and Services, Inc. (MORES) for a - 48 Unit Affordable Multi-Family Housing Project Located at 121, 125, 200 and 204 North "C" Street and Authorizing the Mayor to Execute the Agreement and Amending the 2018/2019 Agency Budget

RECOMMENDATION:

Staff recommends the Successor Housing Agency Board adopt the resolutions amending the Grant Agreement with MORES for a 48 unit affordable housing project located at 121, 125, 200 and 204 N. "C" Street and the appropriation resolution amending the 2018/2019 Agency budget.

SUMMARY:

The Successor Housing Agency Board will consider resolutions amending the grant agreement with MORES and an appropriation resolution amending the 2018/2018 Agency budget. The amendment relates to the not to exceed amount in the original agreement.

DISCUSSION:

The Successor Housing Agency approved a grant agreement with MORES on October 10, 2018. The section of the agreement related to the not to exceed amount is outlined below:

Section 301. Grant Amount. The Agency shall grant to Grantee a sum of money based upon buyer's settlement statement the costs associated with site acquisition or in an amount not to exceed Two Hundred Twenty-Six Thousand Dollars \$226,000.00, whichever is less, to assist the development of the Project ("Grant Funds"). These funds will only be provided to Grantee when Grantee can provide to Agency, evidence of buyer's/developer's successful application to the Affordable Housing Sustainable Communities "AHSC" grant in the form of a grant award. The Agency shall cause the Agreement to be recorded concurrent with the recordation at close of escrow for property located at 121, 125, 200 & 204 N. "C" Street in the City of Madera, more specifically described in Exhibit "B".

Financing for the project is through a combination of local and state funding sources. More's, Inc. will be applying for approximately \$10.0 million in Cap and Trade. It was also anticipated that construction funds would be available in a grant from the San Joaquin Valley Air Pollution

Control District in the amount of \$1,800,000. MORES has learned that SJVAPCD is not taking application for funding as anticipated. To replace this funding on the pro-forma MORES has requested an amendment to the grant agreement increasing the grant by \$300,000 for construction cost associated with the 48 affordable units. Bringing the total not to exceed amount to \$526,000.

BW

Attachments:

- Resolutions
- Agreement

RESOLUTION NO. SHA

RESOLUTION OF THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, APPROVING AMENDMENT TO GRANT AGREEMENT WITH MADERA OPPORTUNITIES FOR RESIDENT ENRICHMENT AND SERVICES, INC., A CALIFORNIA NONPROFIT BENEFIT CORPORATION FOR THE PROVISION OF FUNDS FOR THE CONSTRUCTION OF AFFORDABLE 28 MULTI-FAMILY VETERAN HOUSING UNITS AND 20 MULTI-FAMILY HOUSING PROJECT UNITS LOCATED AT 121, 125, 200 & 204 NORTH "C" STREET AND AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT ON BEHALF OF THE AGENCY AND DIRECTING STAFF TO RECORD THE AGREEMENT

WHEREAS, The Successor Housing Agency to the Former Madera Redevelopment Agency (the "Agency") and Madera Opportunities for Resident Enrichment and Services, Inc. (the "Grantee") have entered into a grant agreement dated October 10, 2018 for use in increasing and improving housing affordable to low and moderate income households; and

WHEREAS, the Grantee has requested additional funding of \$300,000 to offset loss of anticipated construction grant funding from the San Joaquin Valley Air Pollution Control District; and

WHEREAS, the Grantee proposes to use such funds for the development of not less than 48 units of multi-family housing affordable in the City of Madera for rental to moderate and very low income households and that such multi-family units will remain so affordable for at least fifty five (55) years; and

WHEREAS, the Successor Housing Agency has prepared an Amendment to the Grant Agreement with Grantee (the "Agreement") and such amended Agreement is on file in the office of the Executive Director of the Successor Agency to the Former Madera Redevelopment Agency and referred to for more particulars.

NOW, THEREFORE THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

1. The recitals listed above are true and correct.

2. The Amendment to the Grant Agreement with Madera Opportunities for Resident Enrichment and Services, Inc., as described above is approved.
3. The Mayor of the City of Madera for the Successor Housing Agency to the Former Madera Redevelopment Agency is authorized to execute the Amendment to the Grant Agreement and any other documents necessary to effectuate the Agreement, on behalf of the Agency.
4. The Executive Director shall take the steps necessary to insure the recording of Grant Agreement.
5. This resolution is effective immediately upon adoption.

* * * * *

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO
City of Madera Successor Housing Agency to the
Former Madera Redevelopment Agency
428 East Yosemite Avenue
Madera, CA 93638

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AMENDMENT TO GRANTEE AGREEMENT

(Dated October 10, 2018)

BETWEEN THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

AND

MADERA OPPORTUNITIES FOR RESIDENT ENRICHMENT AND SERVICES, INC., A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

FOR AFFORDABLE 20 UNIT FAMILY HOUSING PROJECT AND 28 UNIT VETERAN/SINGLE PERSON HOUSING PROJECT

**AMENDMENT TO GRANT AGREEMENT BY AND BETWEEN THE SUCCESSOR
HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY
AND MADERA OPPORTUNITIES FOR RESIDENT ENRICHMENT AND
SERVICES, INC.**

This Amendment to the previous agreement titled "Grantee Agreement Between the Successor Housing Agency to the Former Madera Redevelopment Agency and Madera Opportunities for Resident Enrichment and Services, Inc., A California Nonprofit Public Benefit Corporation for Affordable 20 Unit Family Housing Project and 28 Unit Veterans/Single Person Housing Project dated October 10, 2018, is made and entered into this 9th day of January 2019, by and between the Successor Housing Agency of the Former Madera Redevelopment Agency, hereinafter called "Agency" and Madera Opportunities for Resident Enrichment and Services, Inc., hereinafter called "Grantee".

WITNESSETH:

WHEREAS, The Successor Housing Agency to the Former Madera Redevelopment Agency and Madera Opportunities for Resident Enrichment and Services, Inc. entered into an agreement dated October 10, 2018, for affordable 20 unit family housing project and 28 unit veteran/single person housing project (the "Agreement"); and

WHEREAS, Agency and Grantee desire to modify said Agreement by increasing the not to exceed amount contribution to the project as specified in the original agreement. The new not to exceed amount for the project will be Five Hundred and Twenty Six Thousand Dollars (\$526,000).

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

Section 1. "Section 301 Grant Amount" is amended to read as follows:

Section 301. Grant Amount. The Agency shall grant to Grantee a sum of money in an amount not to exceed Five Hundred and Twenty Six Thousand Dollars (\$526,000), to assist the development of the Project ("Grant Funds"). Grant Funds shall be designated for site acquisition and improvements. These funds will only be provided to Grantee when Grantee can provide to Agency, evidence all other funding to complete the project is secured including buyer's/developer's successful application to the Affordable Housing Sustainable Communities "AHSC" grant in the form of a grant award, and building permits have been obtained. The Agency shall cause the Agreement to be recorded concurrent with the recordation at close of escrow for property located at 121, 125, 200 & 204 N. "C" Street in the City of Madera, more specifically described in **Exhibit "B"**.

Section 2. All other provisions of the Agreement not inconsistent with this Amendment

shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth herein and the signatories provide that they have authority to represent their respective parties in this matter.

AGENCY

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

GRANTEE

Madera Opportunities for Resident
Enrichment and Services, Inc.(MORES)

Dated:_____

Dated:_____

By:_____
Andrew J. Medellin, Mayor

By:_____
Herman Perez, Chief Executive Officer

Approved as to form:

Approved as to form:

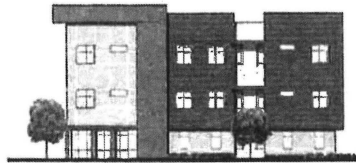
Brent Richardson, City Attorney

Tom Lewis, Legal Counsel to MORES

Attest:

Claudia Mendoza, Recording Secretary

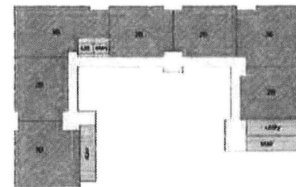
EXHIBIT A



C Street Exterior Elevation
(not to scale)



5th Street Exterior Elevation
(not to scale)

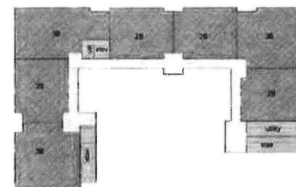


Overall Building Data

24,000 gross sf
(1) 12 2-bedroom units
(2) 5 3-bedroom units

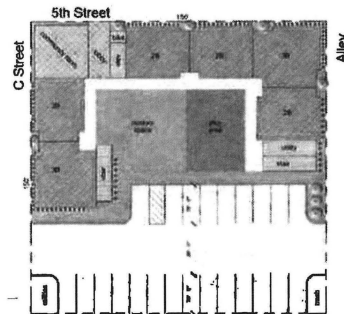
Third Floor

8,150 sf
(1) 2-bedroom units: 670 sf each (average)
(2) 3-bedroom units: 1,810 sf each (average)



Second Floor

8,150 sf
(1) 2-bedroom units: 670 sf each (average)
(2) 3-bedroom units: 1,810 sf each (average)



First Floor

8,200 sf
(1) 2-bedroom units: 690 sf each
(2) 3-bedroom units: 1,620 sf each
(3) community room: 640 sf each
(4) lobby: 200 sf each
(5) kitchen storage: 10 units
(6) outdoor space: 2,000 sf each
(7) playground area: 1,100 sf each

Site

22,500 sf gross site area
(1) standard parking stalls
(2) van accessible stall
Note: See local planning section to serve
(3) standard and (4) accessible stall

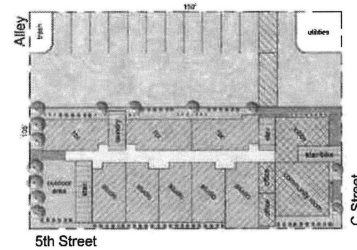
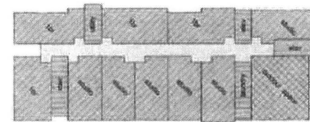
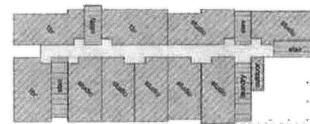


Proposed Multi-Family Site Plan and Floor Plans

Housing Authority of the City of Madera
Conceptual Study for Multi-Family and Veteran's Housing

PH

**PAUL HALAJIAN
ARCHITECTS**
300 Cedar Ave., Suite 100
Covina, CA 91715-1155
T: 656.287.7000 F: 656.287.7000
www.halajianarch.com



Overall Building Data

21,363 gross sf
50' 0" building height
100' 0" lot width
(10) 1-bedroom units
(10) studio units

Third Floor

6,790 gsf

(2) 1-bedroom units: 820 sf each (average)
(7) studio units: 475 sf each (average)
(1) outdoor space: 100 sf

Second Floor

7,358 sf

(4) 1-bedroom units: 520 sf each (average)
(6) studio units: 475 sf each (average)
(1) outdoor space: 860 sf each

First Floor

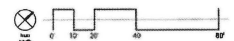
7,624 gsf

(2) 1-bedroom units: 500 sf each (average)
(8) studio units: 450 sf each (average)
(2) offices: 720 sf each
(1) community room: 700 sf each
(1) lobby: 425 sf each
(1) bicycle storage: 140 sf each
(1) outdoor space: 960 sf each

Site

15,750 sf gross site area

(11) standard parking stalls
(1) non-accessible stall
note: electrical charging stations in some
(1) standard and (1) accessible stall



PH

PAUL HALAJIAN
ARCHITECTS
385 Davis Ave., Suite 100
Clerks, CA 94612-1155
T 510 281 7850 F 510 281 7850
www.halajianarch.com

Proposed Veteran's Housing Site Plan and Floor Plans

Housing Authority of the City of Madera
Conceptual Study for Multi-Family and Veteran's Housing

| Downtown Madera Veteran & Family Affordable Housing Preliminary Estimated Total Development Cost For Both Veteran & Family Affordable Housing: DRAFT | |
|--|---------------------|
| Total Projected Units | 48 |
| Sources | |
| AHSC | \$6,917,724 |
| AHSC Sustainable Transportation Improvements | \$2,000,000 |
| Housing Related Infrastructure (AHSC Grant) | \$1,000,000 |
| 4% LIHTC | \$5,000,000 |
| SJVAPCD (grant) | \$1,800,000 |
| Loans | \$2,147,635 |
| Local Grant Funding | \$500,000 |
| Total | \$19,365,359 |
| Uses | |
| Land | \$0 |
| Hard Costs (Direct Construction) | |
| GC Estimate | \$11,800,000 |
| Transportation improvements | \$2,000,000 |
| Offsite Improvements | \$1,000,000 |
| Dry Utilities | \$150,000 |
| FF&E | \$250,000 |
| HC Contingency | \$760,000 |
| Total Hard Cost | \$15,960,000 |
| Soft Costs | |
| Predevelopment soft costs to application | |
| Legal | \$2,500 |
| Title Reports Insurance and Escrow fee | \$1,000 |
| Appraisal | \$5,000 |
| Land use approvals | \$2,500 |
| ESA Phase I | \$10,000 |
| Neighborhood Meetings for Community Outreach | \$500 |
| Market Study | \$7,000 |
| Civil Engineering | \$2,000 |
| Architecture | \$13,000 |
| Financial Advisor | \$8,000 |
| Contingency | \$5,000 |
| | \$56,500 |
| Soft Costs from application to certificate of occupancy | |
| Reimburse City of Madera for Application for Land Use | \$15,000 |
| Development and Impact fees | \$300,000 |
| Financial advisor | \$45,000 |
| Utilities Consultant | \$15,000 |
| ALTA Survey | \$20,000 |
| Insurance | \$50,000 |
| Soils Report | \$11,000 |
| Architecture | \$958,500 |
| Landscape Architecture | \$50,000 |
| Engineering | \$75,000 |
| Utilities Design Fees | \$50,000 |
| Testing and Inspections | \$100,000 |
| Funder requirements (Construction Review etc.) | \$40,000 |
| Taxes and fees | \$20,000 |
| Title fees | \$10,000 |
| Loan/Developer/Consultants/ Project Manager fees | \$1,125,000 |
| Accountants | \$50,000 |
| Legal | \$150,000 |
| Contingency (10%) | \$264,359 |
| | \$3,348,859 |
| Total Soft Cost | \$3,405,359 |
| Total Development Costs | \$19,365,359 |

EXHIBIT AA

SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

Budget Appropriations: Res: SHA 18 01/09/19

Mid Year Budget Amendments FY 2018/2019

Description

LOW/MOD HOUSING FUND 4020

| | <u>Increase</u> | <u>Decrease</u> |
|---|-----------------------|-----------------------|
| <i>Expenditures:</i> | | |
| 40200000 6481 Affordable Housing Grants | \$ 300,000 | |
| 40200000 6802 Acquisition | <u>-</u> | <u>\$ 300,000</u> |
| TOTAL Amendments Low/Mod Housing Fund | <u>\$ 300,000</u> | <u>\$ 300,000</u> |

RESOLUTION NO. SHA

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MADERA AS THE SUCCESSOR HOUSING AGENCY OF THE
FORMER MADERA REDEVELOPMENT AGENCY AMENDING
THE FISCAL YER 2018/2019 AGENCY BUDGET**

WHEREAS, the Successor Housing Agency has approved an amendment to affordable housing grant agreement; and

WHEREAS, a budget amendment is needed to allocate funds to the appropriate account to fund the amended agreement, and

WHEREAS, staff has prepared a budget amendment for the line item accounts and amounts for fiscal year 2018/2019 per Exhibit A” to this resolution, which is incorporated by reference herein, and

WHEREAS, the Successor Agency Housing has reviewed and approved the amendment to the FY 2018-2019 Agency Budget.

NOW, THEREFORE, IT IS RESOLVED the City Council of the City of Madera as the Successor Housing Agency to the Former Madera Redevelopment Agency finds, declares, determines, and orders as follows:

1. The above recitals are true and correct.
2. The FY 2018/2019 Budget amendment is hereby approved and a signed copy of this resolution shall be placed on file in the office of the Director of Finance, who shall take such actions as necessary to reflect the budget per “Exhibit A”.
3. This Resolution shall become effective immediately upon adoption.

EXHIBIT A

SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

Budget Appropriations: Res: SHA 18 01/09/19

Mid Year Budget Amendments FY 2018/2019

Description

LOW/MOD HOUSING FUND 4020

| | <u>Increase</u> | <u>Decrease</u> |
|---|-----------------------|-----------------------|
| <i>Expenditures:</i> | | |
| 40200000 6481 Affordable Housing Grants | \$ 300,000 | |
| 40200000 6802 Acquisition | <u>-</u> | <u>\$ 300,000</u> |
| TOTAL Amendments Low/Mod Housing Fund | <u>\$ 300,000</u> | <u>\$ 300,000</u> |