

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

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

From: Office of the Treasurer

Subject: Listing of Warrants Issued

Date: January 11, 2017

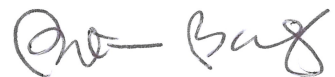
Attached, for your information, is the register of the warrants for the Successor Agency to the former Redevelopment Agency covering obligations paid during the period of:

December 1, 2016 to December 31, 2016

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

General Warrants:	#1066 - 1086	\$ 277,669.75
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Respectfully submitted,



Patricia Barbosa  
Financial Services Manager



Bob Wilson  
Successor Agency Manager

**THE SUCCESSOR AGENCY TO**  
**THE FORMER CITY OF MADERA REDEVELOPMENT AGENCY**  
**REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK MAIN ACCOUNT**  
**January 11, 2017**

CHECK	PAYDATE	ISSUED TO	DESCRIPTION	AMOUNT
1066	12/07/2016	BANK OF NEW YORK MELLON	INTERIM REBATE CALCULATION 2008A & B BONDS	1,500.00
1067	12/07/2016	CHICAGO TITLE	PIRT 1419 E YOSEMITE - TARGET REHAB	200.00
1068	12/07/2016	CITY OF MADERA	MALONE PARCEL MAP APPLICATION	962.00
1069	12/07/2016	DIAMOND COMMUNICATIONS INC.	ALARM MONITORING SVS	180.00
1070	12/07/2016	FLOYD JOHNSTON CONSTRUCTION CO., INC.	RIVERSIDE VILLAS RDA 16-02 PROGRESS PMT #2	195,781.97
1071	12/07/2016	MADERA CLEANERS AND LAUNDRY INC.	MAT CLEANING	9.00
1072	12/07/2016	PACIFIC GAS & ELECTRIC	11/16 SVS 2000655655-7 & RIVERWALK METER	1,313.34
1073	12/07/2016	SANDY'S HOUSEKEEPING	CUSTODIAL SVS FOR DECEMBER 2016	425.00
1074	12/07/2016	UBALDO GARCIA HERNANDEZ	ARCHITECTURAL SVS FOR RIVERSIDE VILLAS AND RIVERWALK SUBDIVISION	15,765.00
1075	12/16/2016	AVISON CONSTRUCTION INC	RIVERWALK IMPROVEMENT PROJ PROGRESS PMT #10	22,803.13
1076	12/16/2016	CITY OF MADERA	12/16 UTILITY SVS 5 E YOSEMITE & 303 E CENTRAL	163.28
1077	12/16/2016	MADERA TRIBUNE	TRIBUNE ANNUAL SUBSCRIPTION	49.00
1078	12/16/2016	RICOH USA, INC	COPIER MAINTENANCE FEE PER AGREEMENT	7.17
1079	12/16/2016	SALEM ENGINEERING GROUP	MATERIAL TESTING/PROF FEE PROJ RDA 16-02	2,163.00
1080	12/16/2016	VERIZON WIRELESS	NOVEMBER 2016 CELLPHONE USAGE	104.86
1081	12/23/2016	THE BUSINESS JOURNAL	1 YR SUBSCRIPTION EJOURNAL RENEWAL	69.00
1082	12/23/2016	NORTHSTAR ENGINEERING GROUP INC	SW INDUSTRIAL TRAFFIC STUDY	195.00
1083	12/23/2016	SALEM ENGINEERING GROUP	MATERIAL TESTING/PROF FEE PROGRESS PMT #2	2,169.00
1084	12/23/2016	SANDY'S HOUSEKEEPING	CUSTODIAL SVS FOR JANUARY 2016	425.00
1085	12/29/2016	CENTRAL VALLEY ENVIRONMENTAL	LILLY STREET PROPERTIES ASBESTOS	14,325.00
1086	12/29/2016	SELSOR CONSTRUCTION, INC.	702 LILLY STREET DEMOLITION	19,060.00

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

**\$ 277,669.75**

# CITY OF MADERA REDEVELOPMENT AGENCY REPORT TO SUCCESSOR AGENCY BOARD

SUCCESSOR AGENCY MEETING OF JANUARY 11, 2017

SUCCESSOR AGENCY AGENDA ITEM NUMBER **3 B/C**

APPROVED BY

  
FINANCE DEPARTMENT

  
SUCCESSOR AGENCY EXECUTIVE DIRECTOR

  
SUCCESSOR AGENCY MANAGER

**Subject:** Monthly Financial Reports

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

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

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

## CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

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

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FLEXIBLE PERIOD REPORT

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FROM 2017 01 TO 2017 06

ACCOUNTS FOR:  
4020 Housing Fund

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<hr/>							
40200000 Low/Mod Housing Fund							
40200000 4163 Interest Income/Loans	0	-203	-203	-251.32	.00	48.32	123.8%
40200000 4190 Rental Income	0	-12,600	-12,600	-6,300.00	.00	-6,300.00	50.0%
40200000 4434 Grant	0	-16,000	-16,000	.00	.00	-16,000.00	.0%
40200000 4659 Refunds and Reimbursements	0	0	0	-3,423.73	.00	3,423.73	.0%
40200000 4671 Sale of Real and Personal Pr	0	-250,000	-250,000	.00	.00	-250,000.00	.0%
40200000 5000 Salaries/Full-time	0	28,000	28,000	14,391.36	.00	13,608.64	51.4%
40200000 5005 Salaries/Part-time	0	2,602	2,602	807.38	.00	1,794.62	31.0%
40200000 5100 Salaries/Overtime	0	0	0	26.43	.00	-26.43	.0%
40200000 5105 Salaries/Leave Payout	0	1,785	1,785	.00	.00	1,785.00	.0%
40200000 5300 Public Employee Retirement S	0	6,890	6,890	3,263.08	.00	3,626.92	47.4%
40200000 5302 Long Term Disability Insuran	0	80	80	37.07	.00	42.93	46.3%
40200000 5303 Life Insurance Premiums	0	18	18	8.53	.00	9.47	47.4%
40200000 5304 Workers Compensation Insuran	0	2,567	2,567	1,219.51	.00	1,347.49	47.5%
40200000 5305 Medicare Tax- Employer's Sha	0	480	480	207.13	.00	272.87	43.2%
40200000 5307 Deferred Comp/Part-Time	0	98	98	30.02	.00	67.98	30.6%
40200000 5308 Deferred Compensation/Full-t	0	628	628	725.23	.00	-97.23	115.5%
40200000 5309 Unemployment Insurance	0	95	95	.00	.00	95.00	.0%
40200000 5310 Section 125 Benefit Allow.	0	3,750	3,750	2,243.79	.00	1,506.21	59.8%
40200000 6401 Gas and Electric Utilities	0	4,000	4,000	667.33	.00	3,332.67	16.7%
40200000 6402 Telephone/Fax Charges	0	350	350	54.33	.00	295.67	15.5%
40200000 6411 Advertising/Bids and Notices	0	800	800	223.08	.00	576.92	27.9%
40200000 6416 Office Supplies/Expendable	0	200	200	.00	.00	200.00	.0%
40200000 6418 Postage / Other Mailing Char	0	100	100	.00	.00	100.00	.0%
40200000 6440 Contracted Services	0	80,000	80,000	962.00	.00	79,038.00	1.2%
40200000 6485 Rehabilitation Costs	0	250,000	250,000	.00	.00	250,000.00	.0%
40200000 6487 Disposal Costs	0	15,000	15,000	.00	.00	15,000.00	.0%
40200000 6515 Taxes and Assessments	0	6,600	6,600	230.00	.00	6,370.00	3.5%
40200000 6530 Conference/Training/Ed	0	100	100	.00	.00	100.00	.0%
40200000 6532 Maintenance/Other Supplies	0	400	400	.00	.00	400.00	.0%
40200000 6535 Lease Property Maintenance	0	1,500	1,500	955.00	.00	545.00	63.7%
40200000 7030 Facilities And Improvements	0	413,000	413,000	-5,828.52	349,135.10	69,693.42	83.1%
TOTAL Low/Mod Housing Fund	0	540,240	540,240	10,247.70	349,135.10	180,857.20	66.5%
TOTAL Housing Fund	0	540,240	540,240	10,247.70	349,135.10	180,857.20	66.5%
TOTAL REVENUES	0	-278,803	-278,803	-9,975.05	.00	-268,827.95	
TOTAL EXPENSES	0	819,043	819,043	20,222.75	349,135.10	449,685.15	

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FROM 2017 01 TO 2017 06

ACCOUNTS FOR:

4030 Redev Prop Tax Trust Fd

ORIGINAL  
APPROP

TRANFRS/  
ADJUSTMTS

REVISED  
BUDGET

ACTUALS

ENCUMBRANCES

AVAILABLE  
BUDGET

PCT  
USED

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40300000 Non Housing Tax Increment

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40300000 4000 Current Secured Property Tax  
40300000 8200 Transfer Out

0	-3,875,445	-3,875,445	-1,899,940.00	.00	-1,975,505.00	49.0%
0	3,875,445	3,875,445	1,899,940.00	.00	1,975,505.00	49.0%
0	0	0	.00	.00	.00	.0%
0	0	0	.00	.00	.00	.0%
0	-3,875,445	-3,875,445	-1,899,940.00	.00	-1,975,505.00	
0	3,875,445	3,875,445	1,899,940.00	.00	1,975,505.00	

TOTAL Non Housing Tax Increment

TOTAL Redev Prop Tax Trust Fd

TOTAL REVENUES  
TOTAL EXPENSES

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FROM 2017 01 TO 2017 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	0	-250,000	-250,000	-125,000.00	.00	-125,000.00	50.0%
57500000 5000 Salaries/Full-time	0	125,000	125,000	80,166.96	.00	44,833.04	64.1%
57500000 5005 Salaries/Part-time	0	11,615	11,615	4,670.90	.00	6,944.10	40.2%
57500000 5100 Salaries/Overtime	0	0	0	142.89	.00	-142.89	.0%
57500000 5105 Salaries/Leave Payout	0	7,968	7,968	.00	.00	7,968.00	.0%
57500000 5300 Public Employee Retirement S	0	30,758	30,758	18,194.89	.00	12,563.11	59.2%
57500000 5302 Long Term Disability Insuran	0	356	356	190.30	.00	165.70	53.5%
57500000 5303 Life Insurance Premiums	0	81	81	43.66	.00	37.34	53.9%
57500000 5304 Workers Compensation Insuran	0	11,461	11,461	6,826.10	.00	4,634.90	59.6%
57500000 5305 Medicare Tax- Employer's Sha	0	2,143	2,143	1,158.42	.00	984.58	54.1%
57500000 5307 Deferred Comp/Part-Time	0	436	436	175.17	.00	260.83	40.2%
57500000 5308 Deferred Compensation/Full-t	0	2,802	2,802	3,974.23	.00	-1,172.23	141.8%
57500000 5309 Unemployment Insurance	0	425	425	.00	.00	425.00	.0%
57500000 5310 Section 125 Benefit Allow.	0	16,743	16,743	11,512.80	.00	5,230.20	68.8%
57500000 6401 Gas and Electric Utilities	0	4,000	4,000	6,463.06	.00	-2,463.06	161.6%
57500000 6402 Telephone/Fax Charges	0	3,500	3,500	969.90	.00	2,530.10	27.7%
57500000 6411 Advertising/Bids and Notices	0	0	0	49.00	.00	-49.00	.0%
57500000 6414 Professional Dues	0	300	300	.00	.00	300.00	.0%
57500000 6415 Publications/Subscriptions	0	100	100	69.00	.00	31.00	69.0%
57500000 6416 Office Supplies/Expendable	0	1,500	1,500	.00	.00	1,500.00	.0%
57500000 6420 Mileage Reimbursements	0	1,200	1,200	.00	.00	1,200.00	.0%
57500000 6440 Contracted Services	0	20,500	20,500	4,735.42	.00	15,764.58	23.1%
57500000 6515 Taxes and Assessments	0	800	800	227.38	.00	572.62	28.4%
57500000 6530 Conference/Training/Ed	0	3,312	3,312	497.75	.00	2,814.25	15.0%
57500000 6532 Maintenance/Other Supplies	0	5,000	5,000	-140.83	.00	5,140.83	2.8%
TOTAL Successor Agency Admin	0	0	0	14,927.00	.00	-14,927.00	.0%
TOTAL Successor Agency Admin	0	0	0	14,927.00	.00	-14,927.00	.0%
TOTAL REVENUES	0	-250,000	-250,000	-125,000.00	.00	-125,000.00	
TOTAL EXPENSES	0	250,000	250,000	139,927.00	.00	110,073.00	

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FROM 2017 01 TO 2017 06

ACCOUNTS FOR:		ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
6050 Non Housing Bond Proceeds		APPROP	ADJSTMTS	BUDGET	ACTUALS	ENCUMBRANCES	BUDGET	USED
<hr/>								
60500000 Non Housing Bond Proceeds								
60500000	4201 Services for Other Agencies	0	0	0	-600.00	.00	600.00	.0%
60500000	5000 Salaries/Full-time	0	95,335	95,335	12,044.26	.00	83,290.74	12.6%
60500000	5005 Salaries/Part-time	0	8,858	8,858	502.28	.00	8,355.72	5.7%
60500000	5100 Salaries/Overtime	0	0	0	26.43	.00	-26.43	.0%
60500000	5105 Salaries/Leave Payout	0	6,077	6,077	.00	.00	6,077.00	.0%
60500000	5300 Public Employee Retirement S	0	23,458	23,458	2,712.87	.00	20,745.13	11.6%
60500000	5302 Long Term Disability Insuran	0	272	272	47.28	.00	224.72	17.4%
60500000	5303 Life Insurance Premiums	0	62	62	10.89	.00	51.11	17.6%
60500000	5304 Workers Compensation Insuran	0	8,741	8,741	987.82	.00	7,753.18	11.3%
60500000	5305 Medicare Tax- Employer's Sha	0	1,634	1,634	168.67	.00	1,465.33	10.3%
60500000	5307 Deferred Comp/Part-Time	0	333	333	17.21	.00	315.79	5.2%
60500000	5308 Deferred Compensation/Full-t	0	2,137	2,137	672.61	.00	1,464.39	31.5%
60500000	5309 Unemployment Insurance	0	324	324	.00	.00	324.00	.0%
60500000	5310 Section 125 Benefit Allow.	0	12,769	12,769	2,863.88	.00	9,905.12	22.4%
60500000	6401 Gas and Electric Utilities	0	12,000	12,000	321.44	.00	11,678.56	2.7%
60500000	6402 Telephone/Fax Charges	0	0	0	54.33	.00	-54.33	.0%
60500000	6440 Contracted Services	0	52,000	52,000	.00	.00	52,000.00	.0%
60500000	6515 Taxes and Assessments	0	0	0	68.26	.00	-68.26	.0%
60500000	6532 Maintenance/Other Supplies	0	29,000	29,000	.00	.00	29,000.00	.0%
60500000	6804 Infrastructure Study	0	70,000	70,000	325.00	.00	69,675.00	.5%
60500000	6807 Building Developmnt Depot Bl	0	350,000	350,000	.00	.00	350,000.00	.0%
60500000	6810 Traffic Signal-Yosemite/E/m	0	583,000	583,000	6,873.48	.00	576,126.52	1.2%
60500000	6811 Riverside Subdivision Strm D	0	400,000	400,000	136,731.53	49,586.70	213,681.77	46.6%
60500000	6812 Riverwalk Improvement Projec	0	1,233,600	1,233,600	447,448.52	121,117.26	665,034.22	46.1%
60500000	7030 Facilities And Improvements	0	2,425,910	2,425,910	.00	.00	2,425,910.00	.0%
60500000	7050 Construction/Infrastructure	0	781,680	781,680	220,748.10	.00	560,931.90	28.2%
TOTAL Non Housing Bond Proceeds		0	6,097,190	6,097,190	832,024.86	170,703.96	5,094,461.18	16.4%
TOTAL Non Housing Bond Proceeds		0	6,097,190	6,097,190	832,024.86	170,703.96	5,094,461.18	16.4%
TOTAL REVENUES		0	0	0	-600.00	.00	600.00	
TOTAL EXPENSES		0	6,097,190	6,097,190	832,624.86	170,703.96	5,093,861.18	

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FROM 2017 01 TO 2017 06

ACCOUNTS FOR: 6060 LowMod Housing Bond Proceeds	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<hr/>							
60600000 LowMod Housing Bond Proceeds							
60600000 6440 Contracted Services	0	170,810	170,810	48,925.00	119,440.00	2,445.00	98.6%
60600000 6485 Rehabilitation Costs	0	0	0	8,675.00	.00	-8,675.00	.0%
60600000 7030 Facilities And Improvements	0	369,150	369,150	156,527.00	8,213.00	204,410.00	44.6%
TOTAL LowMod Housing Bond Proceeds	0	539,960	539,960	214,127.00	127,653.00	198,180.00	63.3%
TOTAL LowMod Housing Bond Proceeds	0	539,960	539,960	214,127.00	127,653.00	198,180.00	63.3%
TOTAL EXPENSES	0	539,960	539,960	214,127.00	127,653.00	198,180.00	

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FROM 2017 01 TO 2017 06

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 4162 Interest Income	0	0	0	-15,162.30	.00	15,162.30	.0%
80400000 4355 Transfer In	0	-3,625,445	-3,625,445	-1,774,940.00	.00	-1,850,505.00	49.0%
80400000 6440 Contracted Services	0	40,000	40,000	9,026.00	.00	30,974.00	22.6%
80400000 8000 Interest Expense	0	2,331,149	2,331,149	1,178,391.89	.00	1,152,757.11	50.5%
80400000 8001 Principal Payment	0	1,225,000	1,225,000	1,225,000.00	.00	.00	100.0%
TOTAL Debt Svc Fund/Successor Agency	0	-29,296	-29,296	622,315.59	.00	-651,611.59	%
TOTAL Debt Svc Fund - SA	0	-29,296	-29,296	622,315.59	.00	-651,611.59	%
TOTAL REVENUES	0	-3,625,445	-3,625,445	-1,790,102.30	.00	-1,835,342.70	
TOTAL EXPENSES	0	3,596,149	3,596,149	2,412,417.89	.00	1,183,731.11	

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FROM 2017 01 TO 2017 06

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	0	7,148,094	7,148,094	1,693,642.15	647,492.06	4,806,959.79	32.8%

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City of Madera, CA - LIVE 11.1  
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FROM 2017 01 TO 2017 06

ACCOUNTS FOR:  
1020 General Fund

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10204400 Code Enforcement							
10204400 4076 Registration Fee	-14,500	0	-14,500	-3,487.50	.00	-11,012.50	24.1%
10204400 4203 Background Check/Report Fee	-300	0	-300	-300.00	.00	.00	100.0%
10204400 4355 Transfer In	-230,395	0	-230,395	.00	.00	-230,395.00	.0%
10204400 4551 Fines/Penalties for Violati	-680,000	0	-680,000	-247,156.90	.00	-432,843.10	36.3%
10204400 4554 Vehicle Abatement Fee	-48,000	0	-48,000	.00	.00	-48,000.00	.0%
10204400 4556 Revenue/ Foreclosures	-45,000	0	-45,000	-11,338.70	.00	-33,661.30	25.2%
10204400 4657 Miscellaneous Revenue	0	0	0	-64.66	.00	64.66	.0%
10204400 4659 Refunds and Reimbursements	0	0	0	-175.00	.00	175.00	.0%
10204400 4684 Cost Recovery for Weed Abate	-18,000	0	-18,000	.00	.00	-18,000.00	.0%
10204400 5000 Salaries/Full-time	519,639	0	519,639	235,310.49	.00	284,328.71	45.3%
10204400 5005 Salaries/Part-time	84,443	0	84,443	38,535.30	.00	45,908.15	45.6%
10204400 5100 Salaries/Overtime	0	0	0	473.22	.00	-473.22	.0%
10204400 5105 Salaries/Leave Payout	11,618	0	11,618	339.07	.00	11,278.73	2.9%
10204400 5110 Salaries/Uniform Pay	1,000	0	1,000	1,477.35	.00	-477.35	147.7%
10204400 5300 Public Employee Retirement S	130,088	0	130,088	57,944.98	.00	72,142.52	44.5%
10204400 5302 Long Term Disability Insuran	1,713	0	1,713	792.25	.00	920.72	46.3%
10204400 5303 Life Insurance Premiums	542	0	542	253.35	.00	288.87	46.7%
10204400 5304 Workers Compensation Insuran	50,760	0	50,760	24,896.54	.00	25,863.84	49.0%
10204400 5305 Medicare Tax- Employer's Sha	9,235	0	9,235	4,268.17	.00	4,967.19	46.2%
10204400 5307 Deferred Comp/Part-Time	2,505	0	2,505	1,452.73	.00	1,051.87	58.0%
10204400 5308 Deferred Compensation/Full-t	17,717	0	17,717	11,679.06	.00	6,037.58	65.9%
10204400 5309 Unemployment Insurance	3,175	0	3,175	40.69	.00	3,134.40	1.3%
10204400 5310 Section 125 Benefit Allow.	173,610	0	173,610	81,249.93	.00	92,359.71	46.8%
10204400 6401 Gas and Electric Utilities	21,000	0	21,000	.00	.00	21,000.00	.0%
10204400 6402 Telephone/Fax Charges	8,000	0	8,000	1,772.04	.00	6,227.96	22.2%
10204400 6411 Advertising/Bids and Notices	1,000	0	1,000	9.46	.00	990.54	.9%
10204400 6414 Professional Dues	375	0	375	.00	.00	375.00	.0%
10204400 6415 Publications/Subscriptions	250	0	250	202.95	.00	47.05	81.2%
10204400 6416 Office Supplies/Expendable	6,000	0	6,000	1,870.53	.00	4,129.47	31.2%
10204400 6418 Postage / Other Mailing Char	13,000	0	13,000	2,739.25	.00	10,260.75	21.1%
10204400 6420 Mileage Reimbursements	500	0	500	.00	.00	500.00	.0%
10204400 6425 Vehicle Fuel, Supplies & Mai	10,000	0	10,000	1,607.16	.00	8,392.84	16.1%
10204400 6437 Weed Abatement Expense	18,000	0	18,000	.00	.00	18,000.00	.0%
10204400 6440 Contracted Services	80,000	0	80,000	8,638.57	.00	71,361.43	10.8%
10204400 6530 Conference/Training/Ed	10,000	0	10,000	6,584.42	.00	3,415.58	65.8%
10204400 6532 Maintenance/Other Supplies	14,500	0	14,500	10,391.60	85.12	4,023.28	72.3%
10204400 6902 Interfund Charges- Central S	600	0	600	26.34	.00	573.66	4.4%
10204400 6907 Interfund Chrg/Vehicle Replc	11,667	0	11,667	.00	.00	11,667.00	.0%

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FROM 2017 01 TO 2017 06

ACCOUNTS FOR:  
1020 General Fund

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10204400 6908 Interfund Chrg/Vehicle Maint	19,493	0	19,493	.00	.00	19,493.00	.0%
10204400 6918 Interfund Charges- Comp Main	77,369	0	77,369	.00	.00	77,369.00	.0%
10204400 6920 Interfund Charges - Computer	14,616	0	14,616	.00	.00	14,616.28	.0%
TOTAL Code Enforcement	276,220	0	276,220	230,032.69	85.12	46,102.32	83.3%
TOTAL General Fund	276,220	0	276,220	230,032.69	85.12	46,102.32	83.3%
TOTAL REVENUES	-1,036,195	0	-1,036,195	-262,522.76	.00	-773,672.24	
TOTAL EXPENSES	1,312,415	0	1,312,415	492,555.45	85.12	819,774.56	

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FROM 2017 01 TO 2017 06

ACCOUNTS FOR:

1081 General Fund - LEA Tire Grant

ORIGINAL  
APPROP

TRANFRS/  
ADJSTMTS

REVISED  
BUDGET

ACTUALS

ENCUMBRANCES

AVAILABLE  
BUDGET

PCT  
USED

10814420 LEA Tire Grant

10814420 4428 Grant/ Current Yr Allocation	-18,338	0	-18,338	.00	.00	-18,338.00	.0%
10814420 5000 Salaries/Full-time	6,335	0	6,335	653.47	.00	5,681.53	10.3%
10814420 5110 Salaries/Uniform Pay	0	0	0	22.65	.00	-22.65	.0%
10814420 5300 Public Employee Retirement S	1,725	0	1,725	627.71	.00	1,097.25	36.4%
10814420 5302 Long Term Disability Insuran	23	0	23	4.86	.00	17.95	21.3%
10814420 5303 Life Insurance Premiums	0	0	0	1.54	.00	-1.54	.0%
10814420 5304 Workers Compensation Insuran	531	0	531	73.98	.00	457.46	13.9%
10814420 5305 Medicare Tax- Employer's Sha	96	0	96	12.20	.00	83.52	12.7%
10814420 5308 Deferred Compensation/Full-t	266	0	266	32.81	.00	233.26	12.3%
10814420 5309 Unemployment Insurance	215	0	215	.00	.00	215.39	.0%
10814420 5310 Section 125 Benefit Allow.	2,607	0	2,607	586.74	.00	2,020.54	22.5%
10814420 6530 Conference/Training/Ed	6,956	0	6,956	.00	.00	6,956.00	.0%
10814420 6532 Maintenance/Other Supplies	205	0	205	.00	.00	205.00	.0%
TOTAL LEA Tire Grant	622	0	622	2,015.96	.00	-1,394.29	324.3%

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FROM 2017 01 TO 2017 06

ACCOUNTS FOR:

1081 General Fund - LEA Tire Grant

ORIGINAL  
APPROP

TRANFRS/  
ADJUSTMTS

REVISED  
BUDGET

ACTUALS

ENCUMBRANCES

AVAILABLE  
BUDGET

PCT  
USED

10814460 Tire Amnesty Grant

10814460 4556 Tire Amnesty Grant	-39,649	0	-39,649	-22,924.87	.00	-16,724.13	57.8%
10814460 5000 Salaries/Full-time	5,280	0	5,280	1,161.40	.00	4,118.60	22.0%
10814460 5300 Public Employee Retirement S	1,438	0	1,438	1,770.12	.00	-332.43	123.1%
10814460 5302 Long Term Disability Insuran	19	0	19	5.79	.00	13.22	30.5%
10814460 5303 Life Insurance Premiums	0	0	0	1.63	.00	-1.63	.0%
10814460 5304 Workers Compensation Insuran	443	0	443	133.59	.00	309.35	30.2%
10814460 5305 Medicare Tax- Employer's Sha	80	0	80	23.07	.00	56.71	28.9%
10814460 5308 Deferred Compensation/Full-t	222	0	222	62.36	.00	159.40	28.1%
10814460 5309 Unemployment Insurance	180	0	180	.00	.00	179.52	.0%
10814460 5310 Section 125 Benefit Allow.	2,173	0	2,173	520.51	.00	1,652.57	24.0%
10814460 6412 Advertising/Other	4,318	0	4,318	588.60	.00	3,729.40	13.6%
10814460 6440 Contracted Services	25,545	0	25,545	7,730.00	17,500.00	315.00	98.8%
10814460 6532 Maintenance/Other Supplies	665	0	665	101.92	.00	563.08	15.3%
TOTAL Tire Amnesty Grant	713	0	713	-10,825.88	17,500.00	-5,961.34	936.4%
TOTAL General Fund - LEA Tire Grant	1,334	0	1,334	-8,809.92	17,500.00	-7,355.63	651.2%
TOTAL REVENUES	-57,987	0	-57,987	-22,924.87	.00	-35,062.13	
TOTAL EXPENSES	59,321	0	59,321	14,114.95	17,500.00	27,706.50	

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FROM 2017 01 TO 2017 06

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	277,555	0	277,555	221,222.77	17,585.12	38,746.69	86.0%


## REPORT TO THE CITY COUNCIL

MEETING OF: January 11, 2017

AGENDA ITEM NUMBER: 3D

APPROVED BY:

  
Executive Director

  
Neighborhood Preservation Supervisor

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

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

### HISTORY/BACKGROUND

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

### RECOMMENDATION

No action is required.

JET/vr

Attachment:  
-Activity Report

## REPORT FOR DECEMBER 1 – DECEMBER 31, 2016

### Foreclosed Property Activities

	Activity	Amount
1.	Total Foreclosed Property Cases	99
2.	Monitoring (Occupied)	63
3.	Active Cases	36
*4.	Properties Sold this month and/or Closed	8
5.	Properties Registered	2
6.	Citations Issued	2

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

### Code Enforcement Activities

	Activity	Total for Month	Year to Date (From 7/1/2016)
1.	Files Opened <i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i>	38	534
2.	Files Closed <i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i>	64	448
3.	Active Files <i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i>	732	N/A
4.	Citations Issued <i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i>	6	32
5.	Abandoned Vehicles Tagged (Cases Opened)	34	251
6.	Abandoned Vehicles Towed (Cases Closed)	2	18
7.	Abandoned Vehicles Removed (Cases Closed)	66	283
8.	Active Abandoned Vehicle Files	135	N/A
9.	Weed Abatement Files Opened	0	0

### Accounts Receivables Activities

	Activity	Total for Month	Year to Date (From 7/1/2016)
1.	Fines/Citations, Penalties, and Enforcement Fees <i>Levied</i>	\$4,100.00	\$50,275.00
2.	Fines/Citations, Penalties, and Enforcement Fees <i>Collected</i>	\$19,297.50	\$247,314.40
3.	Registration Fees for Vacant/Abandoned Buildings and Foreclosed Properties <i>Collected</i>	\$150.00	\$3,390.00
4.	Removed for Collections - Fines, Penalties, Citations and Towing Fees sent to Collection Agency	\$0.00	\$6,985.00

### Small Claims and Lien Activities

*Information provided by City Attorney's Office*

	Type	No. of files This month	No. of files Ytd.	Amount This month	Amount Year to Date
1.	Small Claims / Intercept Candidates	0	136	\$0.00	\$158,188.32
2.	Lien Confirmations	3	18	\$23,180.00	\$154,229.92
3.	Liens turned over to Assessor	0	8	\$0.00	\$2,251.76

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

# REPORT TO THE CITY COUNCIL

MEETING OF: January 11, 2017

AGENDA ITEM NUMBER: 3E

APPROVED BY:

  
Executive Director

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

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

## HISTORY/BACKGROUND

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

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

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

Fiscal Year	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	TOTAL
2010-11	\$ 9,845	\$ 7,980	\$ 5,806	\$ 7,953	\$10,873	\$12,240	\$10,304	\$5,354	\$11,147	\$19,446	\$13,501	\$42,760	\$157,209
2011-12	\$22,646	\$35,955	\$22,782	\$42,900	\$45,553	\$71,297	\$67,720	\$64,524	\$52,238	\$23,612	\$28,641	\$45,809	\$523,678
2012-13	\$33,216	\$36,791	\$24,520	\$56,500	\$61,504	\$62,101	\$60,271	\$76,941	\$70,142	\$61,138	\$66,261	\$22,660	\$632,045
2013-14	\$73,253	\$41,445	\$40,692	\$116,589	\$58,036	\$47,573	\$94,700	\$64,214	\$18,911	\$31,682	\$51,773	\$9,043	\$647,915
2014-15	\$12,262	\$60,675	\$171,037	\$38,146	\$129,213	\$37,074	\$11,836	\$27,967	\$144,602	\$29,078	\$75,658	\$8,867	\$753,645
2015-16	\$27,183	\$83,589	\$2,393	\$88,406	\$34,598	\$26,218	\$16,834	\$88,144	\$76,912	\$67,380	\$122,878	\$39,338	\$673,872
2016-17	\$17,905	\$28,638	\$20,220	\$133,834	\$38,741	\$23,545							\$261,982
<b>TOTAL</b>													<b>\$3,650,346</b>

## RECOMMENDATION

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

## REPORT TO THE CITY COUNCIL

BOARD MEETING OF: January 11, 2017  
AGENDA ITEM NUMBER: 3F

APPROVED BY:

  
Neighborhood Outreach Coordinator

  
Executive Director

**Subject:** Update on Neighborhood Outreach Activities

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

### **HISTORY/BACKGROUND:**

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

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

### **I. Neighborhood Meetings:**

- a. December's Meetings
  - i. December 6, 2016; Location: 472 Joya; Time: 6-7 P. M. (3rd N.W.)
  - ii. December 8, 2016; Location: 1763 Coolidge Street; Time: 6-7 P. M. (3rd N.W.)
  - iii. December 16, 2016; Location: 800 E. Yosemite Avenue; Time: 6-7 P.M. (1st N.W.)

### **II. Outreach Activities:**

- a. Coat Drive for students at Sierra Vista Elementary School.
- b. Tamales giveaway to the Madera County Probation Department. Some local businesses stepped up to provide the tamales and some Neighborhood Watch leaders showed up to express their appreciation and participate.
- c. The Neighborhood Revitalization in conjunction with Celebration Church volunteers jointly worked on cleaning graffiti and litter in the downtown area.

### **III. Established Community Partnerships:**

- a. American Red Cross Volunteer Training
  - i. No updates for this month.
- b. Community Partnership
  - i. This has been merged with the Social Services Linking Together Group, which is spearheaded by the Madera Action Partnership.
    - 1. The group met early December and discussed the Public Health Department's survey and its findings.
- c. Curb Stripe Initiative
  - i. The committee met to discuss future plans to further promotions. Mayor Andy and Pastor Leach proposed to paint the curbs throughout the city. The City Attorney is looking into the legalities of so doing. Upon hearing from the attorney, we will decide where to go from there.
- d. Madera Downtown Association
  - i. Our outreach staff walked to invite merchants to the meetings.
    - 1. No quorum for the 5<sup>th</sup> month.

- ii. December 14<sup>th</sup> at 8:00 am a meeting was held at the RDA, Conference Room.
    - 1. The board will establish a quarterly merchants mixtures to discuss and exchange ideas for downtown improvement.
    - 2. Chamber of Commerce contracted
- e. Neighborhood of Choice
  - i. Nothing new to report.
- f. SCORE
  - i. The City of Madera got the Rookie of the Year Award.
  - ii. Sal and Yuliana will be attending a meeting on January 4<sup>th</sup> to discuss the planning for the year.
- g. Transforming Our City
  - i. No further action at this point.
- h. Adopt-A-School
  - i. Our department received a \$25,000 grant to help run the program. Our department will partner with the Madera Ministerial Association on outreach and running the program.
- i. Youth Leadership Conference
  - i. James Irvine Foundation is considering providing a \$10,000 award to the MUSD Foundation to procure some of the costs of running the program.
  - ii. December 5<sup>th</sup> we had a meeting with the MUSD to approve Presenters Application, Budget, and Save the Date Flyer.

#### **VISION 2025 LINKAGE**

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

#### **RECOMMENDATION**

This report is merely informational. No action is required.

## REPORT TO THE CITY COUNCIL

BOARD MEETING OF: January 11, 2017

AGENDA ITEM NUMBER: 4A

APPROVED BY:

  
Executive Director

  
Neighborhood Preservation Supervisor

**Subject:** Request by Marlon Enriquez of Altisource Field Services, to Address City Council to Consider a Reduction in Fines Assessed to Property Located at 204 Wilson Avenue, Madera, CA

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**Summary:** Assessed Fines were issued in the amount of \$24,678.66 due to Non-Compliance to the Foreclosure Ordinance.

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### HISTORY/BACKGROUND:

Mr. Enriquez has submitted an attached letter detailing the conditions upon which his request for reducing the fines are based on.

### RECOMMENDATION:

Uphold the full amount of assessed fines.



December 22, 2016

**AGENDA ITEM 4A**  
**MEETING DATE: JANUARY 11, 2017**

Madera City Council

City of Madera

205 W. 4th St.

Madera, CA 93637

RE: Reduction of Fines for 204 Wilson Avenue

Dear Sir/Ma'am:

Altisource Field Services has recently brought this property into compliance from code violations standpoint. We received the payoff for this property amounting to \$24,678.66 that is due to the City of Madera for administrative citations and fees issued against the property.

We would like to request to be added to a future agenda on the next Madera City Council meeting for a reduction of fines for this property to facilitate a faster sale closure of this property. The property is currently under contract since a buyer has signed the purchase and sale agreement contract. Once the property is occupied by the new owner, the property will be well maintained and that would be beneficial for the new owner and the City of Madera.

Altisource Field Services have spent over \$34,000 in maintaining and remediating the code violations for this property. I have included on this letter a breakdown of these costs for your reference, including the fees owed to the City of Madera.

Please let me know if there are further clarifications needed and I will be glad to assist.

Best Regards,

  
Marlon Enriquez

Assistant Manager

Altisource Field Services

P: (770)-612-7007 extn 293254



Work Item Type	Work Item Status	Category	Line Item	Issued Date	Client Price (\$)	Completed Date
Contract Order	Completed	Code Violations Payments	Code Violation Penalty Payment	12/08/16	\$24,678.66	12/08/16
Contract Order	Completed	Inspection	Monthly Quality Control Inspection	12/04/16	\$12.25	12/07/16
Contract Order	Completed	Landscaping	Re-cut - 5001-10000 Sq Ft	12/01/16	\$48.00	12/07/16
Contract Order	Closed	Inspection	Monthly Quality Control Inspection	11/03/16	\$12.25	11/11/16
Contract Order	Closed	Initial Services	REO Clean Out upto 20 CY	11/02/16	\$23.27	11/14/16
Contract Order	Closed	Landscaping	Re-cut - 5001-10000 Sq Ft	11/01/16	\$49.40	11/13/16
Contract Order	Payment Approved	Inspection	RFSM QC Inspection	10/28/16		10/28/16
Contract Order	Closed	Landscaping	Re-cut - 5001-10000 Sq Ft	10/15/16	\$49.40	10/30/16
Contract Order	Closed	Utilities	Electricity	10/12/16	\$12.82	10/12/16
Contract Order	Payment Approved	Inspection	RFSM QC Inspection	10/07/16		10/10/16
Contract Order	Closed	Inspection	Monthly Quality Control Inspection	10/02/16	\$12.25	10/24/16
Contract Order	Closed	Landscaping	Re-cut - 5001-10000 Sq Ft	10/01/16	\$49.40	10/06/16
Contract Order	Closed	Landscaping	Re-cut - 5001-10000 Sq Ft	09/15/16	\$49.40	09/22/16
Contract Order	Closed	Utilities	Electricity	09/06/16	\$15.32	09/06/16
Contract Order	Closed	Initial Services	Maid Service	09/02/16	\$38.00	10/05/16
Contract Order	Closed	Landscaping	Re-cut - 5001-10000 Sq Ft	09/01/16	\$49.40	09/10/16
Contract Order	Closed	Inspection	Monthly Quality Control Inspection	09/01/16	\$12.25	09/07/16
Contract Order	Closed	Securing	Padlock	08/26/16	\$14.25	09/01/16
Contract Order	Closed	Landscaping	Leaf Removal	09/17/16	\$69.81	10/05/16
Contract Order	Payment Approved	Inspection	RFSM QC Inspection	08/21/16		08/21/16
Contract Order	Closed	Landscaping	Re-cut - 5001-10000 Sq Ft	08/15/16	\$49.40	08/22/16
Contract Order	Closed	Utilities	Electricity	08/09/16	\$14.96	08/09/16
Contract Order	Closed	Initial Services	Maid Service	08/01/16	\$38.00	09/01/16
Contract Order	Closed	Inspection	Monthly Quality Control Inspection	08/01/16	\$12.25	08/04/16
Contract Order	Closed	Landscaping	Tree or Shrub Trimming - Standard Price	08/01/16	\$71.25	09/01/16
Contract Order	Closed	Landscaping	Re-cut - 5001-10000 Sq Ft	08/01/16	\$49.40	08/12/16
Contract Order	Closed	Landscaping	Re-cut - 5001-10000 Sq Ft	07/23/16	\$49.40	07/27/16
Contract Order	Closed	Utilities	Electricity	07/14/16	\$13.85	07/14/16
Contract Order	Closed	Landscaping	Re-cut - 5001-10000 Sq Ft	07/07/16	\$49.40	07/15/16
Contract Order	Closed	Service Fee	Service Charge	06/30/16	\$25.00	06/30/16
Contract Order	Closed	Code Violations	Code Violations	07/11/16	\$386.96	07/14/16
Contract Order	Closed	Landscaping	Re-cut - 5001-10000 Sq Ft	06/24/16	\$49.40	06/28/16
Contract Order	Closed	Initial Services	REO Clean Out upto 20 CY	06/20/16	\$23.27	06/22/16
Contract Order	Closed	Code Violations	Code Violations Repair	06/15/16	\$2,923.12	06/28/16
Contract Order	Closed	Landscaping	Grass Cut Bid	05/12/16	\$156.75	06/01/16
Contract Order	Closed	ISB Life Safety	Life Safety Fence, Gates, Walls	05/12/16	\$776.86	05/29/16
Contract Order	Closed	Inspection	Monthly Quality Control Inspection	04/09/16	\$12.25	04/14/16
Contract Order	Closed	Utilities	Electricity	04/07/16	\$12.39	04/07/16
Contract Order	Closed	Service Fee	Access Issue	03/22/16	\$25.00	03/28/16
Contract Order	Closed	Initial Services	Maid Service	03/20/16	\$38.00	04/21/16
Contract Order	Closed	Service Fee	Marketing Photograph	03/14/16	\$0.00	03/21/16
Contract Order	Closed	Utilities	Electricity	03/11/16	\$9.43	03/11/16
Contract Order	Closed	Inspection	Monthly Quality Control Inspection	03/09/16	\$12.25	03/17/16
Contract Order	Closed	Utilities	MEP System Check	03/04/16	\$33.25	03/09/16
Contract Order	Closed	Service Fee	Marketing Signage Installation	02/16/16	\$0.00	02/19/16
Contract Order	Closed	Landscaping	Initial Grass Cut - 0-5000 Sq Ft	02/15/16	\$39.90	02/15/16
Contract Order	Closed	Utilities	Gas - Vendor Appointment	02/10/16	\$15.00	02/18/16
Contract Order	Closed	Inspection	Monthly Quality Control Inspection	02/08/16	\$12.25	02/12/16
Contract Order	Closed	Inspection	Initial Property Review	02/08/16	\$35.00	02/17/16
Contract Order	Closed	Initial Services	Initial Janitorial Services	02/08/16	\$118.75	02/17/16
Contract Order	Closed	Property Registration	VPR Renewal Registration Fee	01/22/16		01/22/16
Contract Order	Closed	Property Registration	Registration Cost / Check	01/06/16	\$55.00	01/06/16
Contract Order	Closed	Service Fee	Service Charge	10/28/15	\$25.00	11/07/15
Contract Order	Closed	Landscaping	Tree or Shrub Trimming - Standard Price	10/19/15	\$71.25	11/18/15
Contract Order	Closed	Landscaping	Initial Grass Cut - 0-5000 Sq Ft	10/19/15	\$39.90	11/08/15
Contract Order	Closed	Initial Services	Tire Disposal (upto 40 tires)	10/15/15	\$53.20	10/15/15
Contract Order	Closed	Initial Services	REO Clean Out upto 20 CY	10/15/15	\$162.89	10/15/15
Contract Order	Closed	Winterization	Dry Winterization	09/18/15	\$71.25	09/24/15
Contract Order	Closed	Code Violations	Code Violations	09/30/15	\$1,740.43	10/26/15
Contract Order	Closed	Landscaping	Re-cut - 0-5000 Sq Ft	09/16/15	\$35.15	09/24/15
Contract Order	Closed	Landscaping	Re-cut - 0-5000 Sq Ft	06/18/15	\$37.00	06/25/15
Contract Order	Closed	Initial Services	REO Clean Out 20-99 CY	05/19/15	\$98.00	05/29/15
Contract Order	Closed	Inspection	Bi Weekly Eviction Inspection	04/12/15	\$7.25	04/16/15
Contract Order	Closed	Legal Certification	Reimbursement of Registration Cost	04/07/15	\$55.00	04/09/15
Contract Order	Closed	Inspection	Bi Weekly Eviction Inspection	03/29/15	\$7.25	04/07/15
Contract Order	Closed	Inspection	Bi-Weekly Inspection - Interior	03/28/15	\$12.25	03/29/15
Contract Order	Closed	Inspection	Bi Weekly Eviction Inspection	03/07/15	\$7.25	03/12/15
Contract Order	Closed	Landscaping	Re-cut - 0-5000 Sq Ft	02/24/15	\$37.00	03/04/15



Contract Order	Closed	Securing	Digital/Mechanical Lock	02/17/15	\$110.00	02/20/15
Contract Order	Closed	Inspection	Bi Weekly Inspection	02/17/15	\$25.00	02/20/15
Contract Order	Closed	Code Violations	Code Violations	03/26/15	\$1,245.10	06/23/15
Contract Order	Closed	Legal Certification	Vacant Property Registration	02/13/15	\$70.00	04/01/15
Total					\$34,214.04	



## NEIGHBORHOOD REVITALIZATION DEPARTMENT

428 East Yosemite Avenue · Madera, California 93638  
(559) 661-5114 Phone · (559) 674-7018 Fax

December 7, 2016

Altisource  
P.O. Box 105460  
Atlanta, GA 30348-5460

**RE: 204 Wilson Avenue, Madera, California 93638, APN: 003-092-007, Case Number 2014-04550**

This constitutes formal notice that this property has an outstanding debt owed to the City of Madera. There is a balance of **\$24,678.66** due for administrative citations and fees which have been issued against the above described property, which remain unpaid. This request for payment expires on **October 27th, 2016**. **Non-payment of the balance due can result in collection and/or legal actions.**

See below for cost itemization:

DESCRIPTION	AMOUNT	Payments/Adjustments	NEW BALANCE
Citations	\$42,000.00	(\$21,400.00)	\$20,600.00
Late fees associated with citations	\$4,000.00	(\$1,940.00)	\$2,060.00
Enforcement Costs	\$3,405.33	(\$1,386.67)	\$2,018.66
Payments	\$0.00	\$0.00	\$0.00
UNPAID BALANCE	\$49,405.33	(\$24,726.67)	\$24,678.66

You may remit payment to City of Madera Neighborhood Revitalization, 428 East Yosemite Avenue, Madera, CA 93638. Be sure to note the address and case number on the check or money order.

For additional information on the corrective action needed to bring this property into compliance, you may contact Maribel Hernandez at (559) 661-5118.

If you have any questions or concerns regarding this payoff request, you may contact me at (559) 661-5114.

Respectfully,

Ruthie Padilla  
Office Assistant II

## REPORT TO CITY COUNCIL

Approved by:

Council Meeting of January 11, 2017

Agenda Number: 4B

  
Department Director

  
City Administrator

**SUBJECT: Public Hearing and Consideration of a Resolution of the City Council Confirming Special Assessments for Delinquent Administrative Fines**

**RECOMMENDATION:** That the City Council of the City of Madera adopt a resolution confirming delinquent administrative fines for the purpose of recording liens against property to recover such delinquent fines.

**SUMMARY:** On or about November 2016, while pursuing collections actions for the City of Madera's Code Enforcement Department, it was determined that the citations issued in relation to the several properties located in the City of Madera, and attached as Exhibit A to the Resolution, could be collected through the City's special assessment procedure. As such, the homeowners were notified by first class mail that on January 11, 2017, a public hearing would be held at 6:00 pm in the City Hall Council Chambers to confirm the delinquent assessments.

**DISCUSSION:** Madera Municipal Code Section 1-9.11 allows the City Council of the City of Madera to confirm the amount of delinquent fines, and authorizes the City Administrator to place liens on the properties, which may then be turned over to the County Tax Assessor for placement on the property tax roll for collection.

**FINANCIAL IMPACT:** There is no direct impact to the General Fund from this action.

**VISION AND ACTION PLAN:** This action is not specifically addressed in the Vision Plan.

**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA CONFIRMING  
SPECIAL ASSESSMENTS FOR DELINQUENT ADMINISTRATIVE FINES.**

WHEREAS, the City of Madera has identified property against which administrative citations have been issued imposing fines which remain unpaid and are now delinquent, which properties are identified in Exhibit "A" which is attached hereto and incorporated by reference; and

WHEREAS, the City of Madera has provided notice of the public hearing to confirm special assessments for the delinquent fine amounts to the property owners in compliance with Section 1-9.09 of the Madera Municipal Code; and

WHEREAS, the City Council of the City of Madera has conducted a public hearing to confirm special assessments for the delinquent citation amounts in the attached Exhibit "A", in accordance with the Madera Municipal Code.

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

1. The above recitals are true and correct.
2. The amounts of the special assessments for delinquent fines against the properties identified in Exhibit "A" are hereby confirmed.
3. The City Administrator is authorized to cause a Notice of Lien for each of the respective properties to be recorded with the County Recorder and thereafter cause a copy of the Notice of Lien to be provided to the County Tax Assessor for inclusion in the next regular tax bill.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

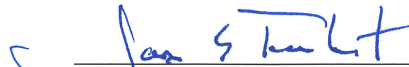
**EXHIBIT "A"**

<u>Assessor's Parcel No.</u>	<u>Property Location</u>	<u>Delinquent Amount</u>
007-032-015	415 N. A Street	\$1,870.00

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

BOARD MEETING OF: January 11, 2017  
AGENDA ITEM NUMBER: 4C

APPROVED BY:

  
Executive Director

**Subject:** Consideration of a Resolution Adopting the Madera Recognized Obligation Payment Schedule (ROPS) 17-18 Representing the Period July 1, 2017 to June 30, 2018

**Summary:** The Successor Agency will consider a resolution approving the Recognized Obligation Payment Schedule (ROPS) 17-18 for the period July 1, 2017 to June 30, 2018

## HISTORY/BACKGROUND

Pursuant to HSC section 34177 (o) (1), commencing with the ROPS covering the period from July 1, 2016 to June 30, 2017 and thereafter, agencies shall submit an OB approved annual ROPS to Finance and the CAC by February 1, 2016 and each February 1 thereafter. Finance will make its determination by April 15, 2017, and each April 15 thereafter.

During the prior ROPS 13-14 A period we received our "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 our covenants. We also have received approval of our Long Range Property Management Plan.

## SITUATION

Per AB 1484 H&S Code Section 34176(g)(1)(A) the Successor Housing Agency has notified the Successor Agency of the intent to use Pre 2011 bond funds for the following:

- 1) Riverside Villas – Relocate storm drainage line and make lot line adjustments.
- 2) Riverwalk Subdivision – Construct Riverwalk Drive between A and C Streets – Initiate negotiations for the church, Cappelluti, and Gee properties.
- 3) Hunter Property/Adelaide subdivision – project design and development
- 4) Midtown Properties – project design and development
- 5) Malone Street Properties – offsite improvements, sewer and water

The above projects will count towards addressing our replacement housing obligations.

**Bond Funded Projects** included in the ROPS are as follows:

<u>Project</u>	<u>Amount</u>
1) Yosemite/Elm Signal	\$605,346
2) Avenue 16 Linear Park	\$165,000
3) Riverwalk and Riverside (PG&E, telephone, cable TV)	\$462,149
4) Riverwalk and Riverside (construction, dirt, grading)	\$505,910

5) 5 E. Yosemite Rehab	\$350,000
6) Southwest Industrial Park Master Plan	\$70,000
7) Hunter/Adelaide Subdivision	\$1,375,755
8) Midtown Subdivision Improvements	\$1,439,123
9) Malone Properties Improvements	\$228,946
10) E. Yosemite Lot development	\$220,650
11) Administrative Cost	<u>\$252,500</u>
TOTAL FY 17-18	\$5,675,379

**RPTTF request in ROPS:** In addition to debt service, trustee fees and the administrative allowance amounts, ROPS 17-18 includes the following. Agency's 2008A Bond Issue trustee The Bank of New York Mellon has notified the Agency that the reserve requirement has increased for the 2008A Bond issue. The ROPS 17-18 includes a request of additional RPTTF to address the required increase in bond reserve in the amount of \$53,996.51.

<b>RPTTF Requested 17-18</b>	<b>Amount</b>
1) 1998 Tax Allocation Bond	\$400,099
2) 2003 Tax Allocation Bond (from ROPS 16-17B \$677,751)	\$622,216
3) 2008A Tax Allocation Bond	\$1,593,448
4) 2008B Tax Allocation Bond	\$264,501
5) Bond Trustee Fees	\$40,000
6) Administrative Allowance	\$250,000
7) Increase in 2008A Bond Reserve Requirement	\$53,997
8) 2003 Tax Allocation Bond (carry forward to 18-19A)	<u>\$700,261</u>
TOTAL RPTTF Requested FY17-18	\$3,924,522

### **RECOMMENDATION**

Staff recommends the Successor Agency adopt the resolution approving the Madera Recognized Obligation Payment Schedule 17-18 representing the period July 1, 2017 to June 30, 2018.

JET: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) 16-17 PURSUANT TO SECTION 34177 OF THE CALIFORNIA HEALTH AND SAFETY CODE FOR FISCAL YEAR 2017-2018 FOR THE PERIOD JULY 1, 2017 THROUGH JUNE 30, 2018

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

17-18 for the period July 1, 2017 through June 30, 2018 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 17-18 for the period July 1, 2017 through June 30, 2018 to the Oversight Board for approval.

(b) Transmit a copy of the adopted Recognized Obligation Payment Schedule 17-18 for the period July 1, 2017 through June 30, 2018 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 17-18 for the period July 1, 2017 through June 30, 2018 on the City's website.

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

5. This resolution is effective immediately upon adoption.

\* \* \* \* \*

PASSED AND ADOPTED by the City Council of the City of Madera as the Successor Agency to the former Madera Redevelopment Agency of the City of Madera this 11<sup>th</sup> day of January 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Andrew Medellin, Mayor

ATTEST:

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Claudia Mendoza, Recording Secretary

Approved as to Legal Form:

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J. Brent Richardson, General Counsel

Madera City Recognized Obligation Payment Schedule (ROPS 17-18) - ROPS Detail																								
July 1, 2017 through June 30, 2018																								
(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 17-18 Total	17-18A (July - December)					17-18A Total	17-18B (January - June)					17-18B Total		
											Fund Sources						Fund Sources							
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF			
								\$ 102,192,930		\$ 10,277,652	\$ 5,548,879	\$ 677,751	\$ -	\$ 1,829,000	\$ 125,000	\$ 8,180,630	\$ 126,500	\$ -	\$ -	\$ 1,845,522	\$ 125,000	\$ 2,097,022		
1	1998 Tax Allocation Bond	Bonds Issued On or Before	10/7/1998	10/7/2028	BNYMellon	Bonds issue to fund RDA projects		7,363,419	N	\$ 400,099				271,642		\$ 271,642				128,457		\$ 128,457		
2	2003 Tax Allocation Bond	Bonds Issued On or Before	10/30/2003	10/30/2033	BNYMellon	Bonds issue to fund RDA projects		19,665,625	N	\$ 1,299,967		677,751		296,678		\$ 974,429				325,538		\$ 325,538		
3	2008A Tax Allocation Bond	Bonds Issued On or Before	9/10/2008	9/10/2038	BNYMellon	Bonds issue to fund non-housing projects		39,134,756	N	\$ 1,593,448				1,008,504		\$ 1,008,504				584,944		\$ 584,944		
4	2008B Tax Allocation Bond	Bonds Issued On or Before	9/10/2008	9/10/2038	BNYMellon	Bonds issue to fund housing projects		5,504,085	N	\$ 264,501				178,179		\$ 178,179				86,322		\$ 86,322		
5	BNYMT Trustee fees 1998 Series, continueing disclosure requirements	Fees	10/7/1998	10/7/2028	BNYMellon, Cal Muni, Orrick	Trustee Fees, Disclosure Rpt, Bond Council		47,500	N	\$ 10,000				5,000		\$ 5,000				5,000		\$ 5,000		
6	BNYMT Trustee fees 2003 Series, continueing disclosure requirements	Fees	10/30/2003	10/30/2033	BNYMellon, Cal Muni, Orrick	Trustee Fees, Disclosure Rpt, Bond Council		62,100	N	\$ 10,000				5,000		\$ 5,000				5,000		\$ 5,000		
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		181,000	N	\$ 20,000				10,000		\$ 10,000				10,000		\$ 10,000		
21	Property Management	Property Maintenance	2/1/2008	9/10/2038	Personnel Staff	Facility and Lot maintenance		110,000	N	\$ 2,500	1,000					\$ 1,000	1,500					\$ 1,500		
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		14,000	N	\$ 2,000	1,000					\$ 1,000	1,000					\$ 1,000		
38	Riverside Villas	Bond Funded Project – Pre-2011	3/24/2011	9/10/2038	Payee not listed	Final phase subdivision improvements		120,000	N	\$ 120,000	120,000					\$ 120,000						\$ -		
43	Avenue 16 Landscape Project	Bond Funded Project – Pre-2011	10/11/2006	9/10/2038	Payee not listed	\$138,800 Expensed to Date		250,000	N	\$ 165,000	165,000					\$ 165,000						\$ -		
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)		135,000	N	\$ 70,000	70,000					\$ 70,000						\$ -		
54	SA Admin Costs	Admin Costs	1/1/2012	9/10/2038	Successor Agency	Administrative Costs		5,750,000	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	\$ 350,000	350,000					\$ 350,000						\$ -		
67	Riverwalk Subdivision	Bond Funded Project – Pre-2011	1/15/2014	9/10/2038	Waiting for response from RFP	Property Acquisition		360,000	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		80,000	N	\$ 35,910	35,910					\$ 35,910						\$ -		
75	Project Operations	Project Management Costs	1/1/2012	9/10/2038	Various Vendors	Contract Services		75,000	N	\$ 40,000	20,000					\$ 20,000	20,000					\$ 20,000		
76	Project Operations	Project Management Costs	1/1/2012	9/10/2038	Various Vendors	PG&E, application, Consultants		60,000	N	\$ 12,000	6,000					\$ 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	\$ 12,000	6,000					\$ 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	\$ 24,000	12,000					\$ 12,000	12,000					\$ 12,000		
82	Elm & Yosemite Traffic Signal	Bond Funded Project – Pre-2011	6/14/2009	9/10/2038	Payee not listed	Traffic signal installation - State Route 145		605,346	N	\$ 605,346	605,346					\$ 605,346						\$ -		
83	SA Project Employee Cost	Project Management Costs	1/1/2012	9/10/2038	Personnel Staff	Project Management		358,000	N	\$ 160,000	80,000					\$ 80,000	80,000					\$ 80,000		
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	10/30/2014	SIM Construction Design, unknown construction contractor	Restore for continued transient use as permitted in grant agmt		400,000	N	\$ 350,000	350,000					\$ 350,000						\$ -		
152	Carry forward for next period Debt service	Reserves	9/15/2014	9/1/2015	BNYMellon	Debt Service		14,910,522	N	\$ 700,261						\$ -				700,261		\$ 700,261		
154	Adelaide Subdivision	Bond Funded Project – Pre-2011	6/10/2015	6/30/2017	Blair Church & Flynn	Engineering and design services		85,000	N	\$ 85,000	85,000					\$ 85,000						\$ -		
155	Adelaide Subdivision	Bond Funded Project – Pre-2011	1/15/2016	6/30/2017	unknown	Demolition of existing structure and lot clearing			Y	\$ -						\$ -						\$ -		
156	Adelaide Subdivision	Bond Funded Project – Pre-2011	1/15/2016	6/30/2017	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	6/30/2017	unknown	Street Improvements		2,390,000	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	\$ 1,249,313	1,249,313					\$ 1,249,313						\$ -		
159	Increase Bond Reserve	Reserves	7/1/2017	6/30/2018		Increase bond reserve as required by Master Indenture		165,954	N	\$ 53,997				53,997		\$ 53,997						\$ -		
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		228,946	N	\$ 228,946	228,946					\$ 228,946						\$ -		
161	Riverside Villas & Rivenwalk Subdivision	Bond Funded Project – Pre-2011	7/1/2017	6/30/2018	unknown	Joint trench, application design construction		462,149	N	\$ 462,149	462,149					\$ 462,149						\$ -		
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		220,650	N	\$ 220,650	220,650					\$ 220,650						\$ -		
164									N	\$ -						\$ -						\$ -		
165									N	\$ -						\$ -						\$ -		
166									N	\$ -						\$ -						\$ -		
167									N	\$ -						\$ -						\$ -		
168									N	\$ -						\$ -						\$ -		
169									N	\$ -						\$ -						\$ -		
170									N	\$ -						\$ -						\$ -		
171									N	\$ -						\$ -						\$ -		
172									N	\$ -						\$ -						\$ -		
173									N	\$ -						\$ -						\$ -		
174									N	\$ -						\$ -						\$ -		
175									N	\$ -						\$ -						\$ -		
176									N	\$ -						\$ -						\$ -		

## Recognized Obligation Payment Schedule (ROPS 17-18) - Summary

Filed for the July 1, 2017 through June 30, 2018 Period

Successor Agency:

Madera City

County:

Madera

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)		17-18A Total (July - December)	17-18B Total (January - June)	ROPS 17-18 Total
<b>A</b>	<b>Enforceable Obligations Funded as Follows (B+C+D):</b>	<b>\$ 6,226,630</b>	<b>\$ 126,500</b>	<b>\$ 6,353,130</b>
B	Bond Proceeds	5,548,879	126,500	5,675,379
C	Reserve Balance	677,751	-	677,751
D	Other Funds	-	-	-
<b>E</b>	<b>Redevelopment Property Tax Trust Fund (RPTTF) (F+G):</b>	<b>\$ 1,954,000</b>	<b>\$ 1,970,522</b>	<b>\$ 3,924,522</b>
F	RPTTF	1,829,000	1,845,522	3,674,522
G	Administrative RPTTF	125,000	125,000	250,000
<b>H</b>	<b>Current Period Enforceable Obligations (A+E):</b>	<b>\$ 8,180,630</b>	<b>\$ 2,097,022</b>	<b>\$ 10,277,652</b>

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 17-18) - Report of Cash Balances**  
**(Report Amounts in Whole Dollars)**

Pursuant to Health and Safety Code section 34177 (I), 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	I
		Fund Sources						
		Bond Proceeds		Reserve Balance		Other	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
	Cash Balance Information by ROPS Period							Comments
<b>ROPS 15-16B Actuals (01/01/16 - 06/30/16)</b>								
1	Beginning Available Cash Balance (Actual 01/01/16)	10,469,502					20,401	
2	Revenue/Income (Actual 06/30/16) RPTTF amounts should tie to the ROPS 15-16B distribution from the County Auditor-Controller during June 2016	1,233					1,951,305	
3	Expenditures for ROPS 15-16B Enforceable Obligations (Actual 06/30/16)	1,285,315					1,308,040	
4	Retention of Available Cash Balance (Actual 06/30/16) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	3,450,734					648,455	
5	ROPS 15-16B RPTTF Balances Remaining	No entry required						
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ 5,734,686	\$ -	\$ -	\$ -	\$ -	\$ 15,211	

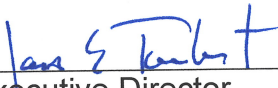
**Madera City Recognized Obligation Payment Schedule (ROPS 17-18) - Notes July 1, 2017 through June 30, 2018**

[illegible]

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

BOARD MEETING OF: January 11, 2017  
AGENDA ITEM NUMBER: 4D

APPROVED BY:

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

**Subject:** Consideration of a Resolution Approving the Administrative Budget of the Successor Agency for the Period July 1, 2017 – June 30, 2018

**Summary:** The Successor Agency will consider a resolution approving the Administrative Budget of the Successor Agency for the period July 1, 2017 – June 30, 2018

**HISTORY/BACKGROUND**

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. Additionally, the dissolution legislation created a number of new reporting requirements.

**RECOMMENDATION**

Staff recommends the Successor Agency adopt the resolution approving the Administrative Budget for the period July 1, 2017 – June 30, 2018

JET:bw

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, 2017 THROUGH JUNE  
30, 2018

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, 2017 through June 30, 2018 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, 2017 through June 30, 2018 to the Oversight Board for approval.

(b) Upon approval of the Oversight Board, transmit a copy of the Administrative Budget for administrative costs for the period July 1, 2017 through June 30, 2018 by mail or electronic means to the Madera County Auditor-Controller.

4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

PASSED AND ADOPTED by the City Council of the City of Madera as the Successor Agency to the former Madera Redevelopment Agency of the City of Madera this 11<sup>th</sup> day of January 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST:

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

Approved as to Legal Form:

\_\_\_\_\_  
J. Brent Richardson, General Counsel

EXHIBIT A

SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY  
Administrative Budget FY 2017-18  
(July 1, 2017 to June 30, 2018)

	<u>RPTTF</u>	<u>Bond</u>	<u>TOTAL</u>
Salaries & Benefits	\$ 196,400	\$ 160,000	\$ 356,400
M&O	<u>53,600</u>	<u>92,500</u>	<u>146,100</u>
TOTAL	<u>\$ 250,000</u>	<u>\$ 252,500</u>	<u>\$ 502,500</u>

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

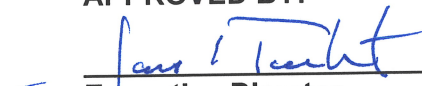
BOARD MEETING OF:

January 11, 2017

AGENDA ITEM NUMBER:

4E

APPROVED BY:

  
Executive Director

**Subject:** Acceptance of Grant Award from Chukchansi Gold Resort and Casino

**Summary:** The Agency Board and City Council will be updated on the activities associated with a \$25,000.00 grant award from Chukchansi Gold Resort and Casino.

## HISTORY/BACKGROUND

In April 2014, Agency staff submitted a \$55,000.00 grant. The intent of the grant application was to fund the Madera Ministerial Association's (MMA) implementation of the Adopt-A-School Program. The grant would have funded ten (10) individual "church coordinators" to work with school principals. In December 2016, we were notified that we were awarded \$25,000.00 for the program. On January 10, 2017, Agency staff and Mayor Andy Medellin notified MMA of the award and indicated distribution could occur as follows:

Grant Total Amount	Number of Churches	Allocation per Church	Allocation per Coordinator for the Semester (9 months)
\$25,000	5	\$5,000.00	\$555.00/month
	6	\$4,166.66	\$462.96/month
	7	\$3,571.42	\$396.82/month
	8	\$3,125.00	\$347.22/month
	9	\$2,777.77	\$308.64/month
	10	\$2,500.00	\$277.77/month

*Note: The above chart shows the distributional allocation of the entire grant money based on the number of churches that will participate in the program.*

The original and current interest was to use the grant to fund a small stipend to the individual "church coordinators." Hopefully, the stipend would encourage greater accountability and participation. It is not known how many churches will choose to participate in the program. Applications are due February 1, 2017.

## RECOMMENDATION

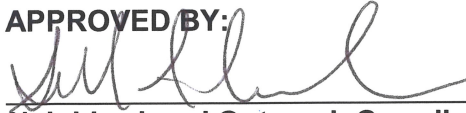
Staff recommends the City Council accept the grant award from Chukchansi Gold Resort and Casino.

JET:sb

## REPORT TO THE CITY COUNCIL

BOARD MEETING OF: January 11, 2017  
AGENDA ITEM NUMBER: 4F

APPROVED BY:



Neighborhood Outreach Coordinator



Executive Director

**Subject:** Presentation of National Night Out Award

**Summary:** The agency Board and City Council will be presented with the National Night Out Award for 2016.

### **HISTORY/BACKGROUND:**

The Neighborhood Revitalization Department in conjunction with the National Night Out Planning Committee will be presenting to Council the National Night Out Award our city received for its outstanding participation in 2016 NNO. Our city ranked 3<sup>rd</sup> place in the State of California and 17<sup>th</sup> place nationwide. We are honored to have had the opportunity to work with our partners, including Neighborhood Watch leaders, community members, the Madera Police Department, Madera County Probation Department, Madera Housing Authority, California Highway Patrol, City of Madera Parks and Community Service, and the Madera Unified School District. Congratulations to our city, committee, and, most importantly, to the Neighborhood Watch leaders who participated and helped make 2016 NNO a successful Madera story.

### **RECOMMENDATION**

This report is merely informational. No action is required.

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

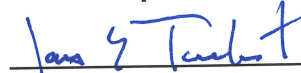
BOARD MEETING OF: January 11, 2017

AGENDA ITEM NUMBER: 6A

APPROVED BY:



Redevelopment Manager



Executive Director

**Subject:** Consideration of a Resolution Approving a Targeted Rehab Grant for Property Located at 1114 Celeste Court in the City of Madera, Approving Affordability Agreement and Restrictions on Sale and Use of Owner Occupied Dwelling and the Notice of Affordability Restrictions on Transfer of Property (Owner-Occupied Home) and Authorizing the Executive Director to Execute the Agreements

**Summary:** The Agency Board will consider a resolution approving a Targeted Rehab Grant and Affordability Agreement with Osvaldo Garcia and Darlene J Garcia husband and wife, as joint Tenants for property located at 1114 Celeste Court. The amount of the Grant is not to exceed \$15,000.00.

## HISTORY

At the February 10, 2016 Agency meeting, the Agency Board approved the Targeted Rehab Grant program. The grant can be used for a variety of home improvements and repairs.

## SITUATION

Agency staff has worked with the property owner to determine project eligibility. The project meets the grant requirements of:

1. Proof of household income,
2. Need for repair or replacement, and
3. Degree of blight reduction.

The "Affordability Agreement and Restriction on the Sale and Use of Owner and Tenant Occupied Dwelling Units" will be recorded against the property for which the grant is issued. Restrictions require the homes remain affordable for 45 years on owner-occupied and 55 years on tenant-occupied dwellings. This property is owner occupied.

## LINKAGE TO VISION 2025

Strategy 101 – General Plan Update: Conduct a comprehensive update of the City of Madera General Plan, including revised and improved standards and zoning codes, with active and effective involvement of the community.

Action 101.8 – Promote and encourage development and redevelopment of low and moderate cost housing.

Strategy 134 – Visual Standards: Establish and enforce visual standards for neighborhoods and businesses in Madera including design review and code enforcement.

Action 134.1 – Consider establishment of design and landscape standards for neighborhoods and business construction.

**RECOMMENDATION**

Staff recommends the Agency Board adopt the resolution approving the Targeted Rehab Grant agreement for property located at 1114 Celeste Court in the City of Madera, authorizing the Executive Director to execute the Affordability Agreement and Restrictions on Sale and Use of Owner Occupied Dwelling and the Notice of Affordability Restrictions on Transfer of Property (Owner-Occupied Home).

Attachment:

- Resolution (Agency)
- Affordability Agreement and Restrictions on Sale and Use of Owner Occupied Dwelling
- Notice of Affordability Restrictions on Transfer of Property (Owner-Occupied Home)

## RESOLUTION NO. SHA

A RESOLUTION OF THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY APPROVING TARGETED REHAB GRANT FOR PROPERTY LOCATED AT 1114 CELESTE COURT IN THE CITY OF MADERA RELATED TO THE REHABILITATION OF A SINGLE FAMILY HOME, APPROVING AFFORDABILITY AGREEMENT AND RESTRICTIONS ON SALE AND USE OF OWNER OCCUPIED PROPERTY, AND NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY (OWNER-OCCUPIED HOME), AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENTS

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

WHEREAS, pursuant to the CRL, the Madera Redevelopment Agency (the "Agency") is a body corporate and politic; and

WHEREAS, the CRL authorizes the Madera Redevelopment Agency to assist in the improvement of affordable housing in the Madera Redevelopment Project Area; and

WHEREAS, the Successor Housing Agency is required per state law to create replacement affordable housing, and

WHEREAS, Osvaldo Garcia and Darlene J. Garcia, husband and wife, as joint Tenants, has sought assistance for the minor rehabilitation of a home located at 1114 Celeste Court, in the City of Madera as part of the Agency's Housing Rehabilitation Program; and

WHEREAS, an Affordability Agreement and Restrictions on Sale and Use of Owner Occupied Dwelling ("Agreement") has been prepared to be executed by the Owners to ensure that the Property being rehabilitated will be available to low and moderate income families, free from code violations.

WHEREAS, a Notice of Affordability Restrictions on Transfer of Property (Owner-Occupied Home) ("Notice") has been prepared to be executed by the Owners to ensure that

the Property remain affordable for a period of 45 years.

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

1. Each of the above recitals is true and correct.
2. The Agreement and Notice, copies of which are on file in the office of the Executive Director and referred to for particulars, are hereby approved.
3. The Executive Director shall cause the Agreement and Notice to be recorded with the Madera County Recorder's Office.
4. This resolution is effective immediately upon adoption by the Agency.

\* \* \* \* \*

PASSED AND ADOPTED by the City Council of the City of Madera as Successor Housing Agency to the former Madera Redevelopment Agency this 11th day of January, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Andrew Medellin, Mayor

ATTEST:

---

Claudia Mendoza, Recording Secretary

Approved as to Legal Form:

---

J. Brent Richardson, General Counsel

**RECORDING REQUESTED BY:**

Successor Housing Agency to the former  
Madera Redevelopment Agency  
428 East Yosemite Avenue  
Madera, CA 93638

**WHEN RECORDED RETURN TO:**

Successor Housing Agency to the former  
Madera Redevelopment Agency  
428 East Yosemite Avenue  
Madera, CA 93638  
Attn: Jim Taubert, Executive Director

Recorder's fee waived pursuant to Govt. Code §2738

(Space Above This Line for Recorder's Use)

**AFFORDABILITY AGREEMENT AND RESTRICTIONS  
ON SALE AND USE OF OWNER OCCUPIED DWELLING UNITS**

This Agreement dated January 11, 2017, is between the SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY (The "Agency") and Osvaldo Garcia and Darlene J. Garcia, husband and wife, as joint Tenants, the purchaser(s) or owner(s) of a single-family residence ("Grantee").

**RECITALS**

- A. The Agency intends to improve affordable homes for persons and families of extremely low to moderate income. For purposes of furthering the Agency's intent, the Agency has granted to Grantee certain money to be used for the exterior and interior improvements on the property located at 1114 Celeste Court, Madera, CA 93638, APN 005-150-051 ("Property") more particularly described in **Exhibit A** attached hereto and incorporated herein by reference.
- B. The Agency and Grantee desire by the execution of this Agreement to assure the Property meets the requirements of Health and Safety Code Section 33334.2 and remains affordable to such persons and families for a period of not less than forty-five years.

**NOW THEREFORE**, the parties acknowledge and agree as follows:

**ARTICLE 1**

**DEFINITIONS**

- 1.01 "Persons and families of extremely low, very-low, low or moderate-income" means persons and families whose income does not exceed the appropriate limits set forth in Section 50093 of the California Health and Safety Code or any successor statute thereto. If the statute is no longer in effect and no successor statute is enacted, the Agency shall establish income levels for purposes of this Agreement.
- 1.2 Persons and families meeting the definitions under Section 1.01 shall be referred to as "Eligible Households".

## ARTICLE 2

### FORTY-FIVE YEAR AFFORDABILITY RESTRICTIONS

#### 2.01 Affordability Requirements.

- A. For a period of forty-five years from the date of this Agreement, Grantee by and for him/herself and any successors in interest, hereby covenants and agrees that the Property shall only be sold to and occupied by Eligible Households and that during such period the other requirements of this Article 2 shall apply.
- B. Prior to any proposed sale or other transfer of all or any part of the Property, the Grantee shall submit to the Agency proof of eligibility of the prospective purchaser. Within ten (10) business days from receipt of the income certifications, Agency shall render a decision of eligibility or non-eligibility. If the prospective purchaser/transferee does not qualify as an Eligible Household, the Agency shall notify Grantee and Grantee shall be obligated to locate another purchaser/transferee who qualifies as an Eligible Household or shall pay the Agency in accordance with Article 3.
- C. **THERE SHALL BE NO SALE OR OTHER TRANSFER OF THE PROPERTY WITHOUT THE CERTIFICATION BY THE AGENCY THAT THE PURCHASER/TRANSFEEE IS AN ELIGIBLE HOUSEHOLD. ANY SALE OR OTHER TRANSFER OF THE PROPERTY IN VIOLATION OF THIS COVENANT SHALL BE VOIDABLE AT THE DISCRETION OF THE AGENCY AND SHALL CAUSE THE ASSESSMENT OF LIQUIDATED DAMAGES IN ACCORDANCE WITH ARTICLE 3 HEREOF.**
- D. The following transfers of title to the Property or any interest therein are **not** subject to these affordability restrictions: transfer by gift, devise or inheritance to the spouse, issue or adopted child (under the age of 18) of the Grantee; transfer resulting from the death of an owner when the transfer is to a co-owner or joint tenant; transfer by an owner to any person who becomes a co-owner of the Property provided the Grantee retains at least a 33% interest in the Property and the co-owner agrees to become a co-owner under the resale restriction agreement; transfer of title to a spouse resulting from divorce, decree of dissolution or legal separation or from a property settlement agreement incidental to such a decree in which one or both of the persons listed above as the Grantee retain 33% interest in the Property; or acquisition of title to the Property or interest therein in conjunction with marriage; a transfer between co-owner or a transfer by Grantee into an inter vivos trust in which the Grantee is a beneficiary and the Grantee continues to occupy the Property.
- E. **EACH PURCHASER OF THE PROPERTY SHALL OCCUPY THE PROPERTY AS THEIR PRINCIPAL RESIDENCE FOR THE DURATION OF THEIR OWNERSHIP.** Upon request by the Agency, the Grantee of the Property shall submit an affidavit to the Agency certifying that the Property is the Grantee's principal residence.
- F. The restrictions on sale or transfer shall terminate and have no further force and effect upon title being acquired by a mortgagee or U.S. Department of Housing and Urban Development (HUD) and/or U.S. Department of Veterans Affairs by a deed in lieu of foreclosure and if the mortgage is assigned to HUD.

## ARTICLE 3

### LIQUIDATED DAMAGES

The Agency and Grantee agree that the Agency has made cash contributions as described in **Exhibit B** to the affordability of the Property. In the event the Affordability Covenant is breached and the Property is sold to a Non-Eligible Household, the consequential damage to the Agency will be difficult, if not impossible, to determine. The parties have, therefore, agreed that should such breach occur, damages to the Agency will be determined as follows:

- A. At the end of the 45th year following recordation of this Agreement, in which the Affordability Covenant shall not be violated, the Agency's total contribution to the Property as reflected in Exhibit B shall be forgiven by the Agency. In the first year in which it is determined by the Agency that the Grantee or Grantee's successor in interest did not keep the Affordability Covenant with regard to transferring title to an Eligible Household as herein defined, then the current owner of the Property shall be obligated to repay to the Agency as liquidated damages the Agency's total contribution of \$15,000.00 which the Agency has not forgiven in accordance with the provisions of this Article 3.
- B. The Agency **shall not** assert this right to money as a lien against the Property nor shall Agency propose to foreclose the interest created hereby by any means, including a power of sale foreclosure. This is intended merely as a liquidated damages clause as a means of resolving the damage done to the Agency by a breach of this covenant without the necessity of proving the amount of actual damages.
- C. Without limiting paragraph 2.01.B., in order to permit the Agency to enforce its rights under this Agreement, the Grantee hereby covenants and agrees on behalf of himself/herself and his/her successors and assignees to provide written notice to the Agency not less than thirty (30) business days in advance of close of escrow on any resale of the Property. The Grantee and his/her successors and assignees hereby consent to the recording against the Property of any memorandum or other document reasonably proposed by the Agency to effect this notice covenant and obligation.

For a period of ten years the Grantee shall not at any time maintain or allow to be maintained any condition of the Property that would be a violation of the City's Municipal Code, property standards or State law, that could be prosecuted as a Code violation or nuisance. During this ten year period the property must remain free of any code violations resulting in administrative citations. In addition to other remedies which the Agency may have to enforce the covenants and agreements set forth in this Agreement, this Agreement contains a right of entry to protect, maintain, and preserve the improvements to be constructed and/or rehabilitated on the Property in the event that the Grantee (or its successors or assigns or successors in interest to the Property or any party thereof) shall cease or fail to protect, maintain, and preserve the Property. All costs expended by Agency in maintaining such improvements shall be costs that are chargeable to the Grantee and if not paid within 30 days of notice thereof shall become a lien against the Property until paid.

Additionally, the Agency and/or the City shall be permitted to enter upon the Property and perform all such acts and work necessary to remove or correct any code violations or protect, maintain, and preserve the Property and to attach a lien on the Property or to assess the Property, in the amount of the expenditures arising from such acts and work of removing or correcting code violations or protection, maintenance, and preservation by the Agency and/or the City arising from the enforcement of the

covenants relating thereto. The easement or right of entry provided in such grant shall not be exercised without prior notice and reasonable opportunity given to the Grantee Participant (or to its successors or assignees or successors in interest to the Property or any party thereof) to appear before the Agency to contest such exercise.

## ARTICLE 4

### GENERAL

4.01 **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).

**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.

**Form of Nondiscrimination and Nonsegregation.** The Developer shall refrain from restricting the rental, sale or lease 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."

#### 4.02 Notices.

Notices required to be sent to the Agency hereunder shall be sent by certified mail, return receipt requested, to the following address:

**Executive Director  
Successor Housing Agency to the former Madera Redevelopment Agency  
428 East Yosemite Avenue  
Madera, CA 93638**

#### 4.03 Duration.

Unless otherwise specifically noted herein all Affordability Restrictions and all other agreements, restrictions and covenants set forth herein shall be covenants running with the land in accordance with Section 33334.3(f) and 33413(c) of the Health and Safety Code, or any successor statutes, and shall inure to the benefit of the Agency, the City of Madera and their successors and assignees enforceable by the Agency, the City of Madera or their successors or assignees, without regard to whether the Agency is or remains an owner of any land or interest to which such covenants relate for a period of Forty-five (45) years from the date of this Agreement. The Agency and such aforementioned parties, in the event of any breach of any such covenants, shall have the right to exercise all of its rights and remedies allowed by law and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach. Such covenants established in this Agreement, without regard to technical classification and designation, shall be binding upon all parties having any right, title, or interest in the Property, or any portion thereof and on their heirs, successors in interest and assignees until the covenants terminate. The parties agree that all future deeds or transfers of interest shall show the restrictions, covenants and agreements of this Agreement and, during the duration of this Agreement, any transfer of the Property shall be subject to the terms and conditions of this Agreement.

#### 4.04 Successors and Assignees.

The Grantee, by and for himself and each successor to any interest in the Property, hereby specifically acknowledges and agrees to be bound by the covenants contained herein.

In the event the Agency is no longer in existence during the term of this Agreement, all right title and interest of the Agency shall inure to the benefit of the City.

4.05 **Amendment.**

This Agreement may be amended only in writing by Agency and the owner of the Property.

////

“AGENCY”:

“GRANTEE”

By: \_\_\_\_\_  
James Taubert, Executive Director

\_\_\_\_\_  
Osvaldo Garcia

\_\_\_\_\_  
Darlene J. Garcia

ATTACH NOTARY ACKNOWLEDGEMENTS

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 005-150-051**

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

LOT 17 IN BLOCK 2 OF CHEZICK SUBDIVISION NO. 3, ACCORDING TO THE MAP THEREOF, RECORDED OCTOBER 7, 1977 IN BOOK 23 OF MAPS, AT PAGE 136, MADERA COUNTY RECORDS.

**EXHIBIT B**

**Rehabilitation Assistance**

The Madera Redevelopment Agency through the Targeted Rehab Grant Program is providing rehabilitation assistance in the amount of \$15,000.00 (not to exceed fifteen thousand dollars), for the property located at 1114 Celeste Court, **MADERA, CALIFORNIA**.

**APN: 005-150-051**

\* \* \* \* \*

**THIS PORTION TO BE COMPLETED UPON JOB COMPLETION**

I do hereby certify that \$ **15,000.00** (not to exceed fifteen thousand dollars) of the grant assistance was used as a cash contribution towards the rehabilitation of the Property as described in the Affordability Agreement and Restriction on Sale and Use of Owner Occupied Dwelling Units.

I further certify that the grant money was used only for the payment of rehabilitation cost.

SUCCESSOR HOUSING AGENCY to the former  
Madera Redevelopment Agency Staff:

\_\_\_\_\_  
Bob Wilson, Redevelopment Manager

\_\_\_\_\_  
Date

**END OF DOCUMENT**

**RECORDING REQUESTED BY:**

Successor Housing Agency to the former  
Madera Redevelopment Agency  
428 East Yosemite Avenue  
Madera, CA 93638

**AFTER RECORDING PLEASE MAIL TO:**

Successor Housing Agency to the former  
Madera Redevelopment Agency  
428 East Yosemite Avenue  
Madera CA 93638  
Attn: Jim Taubert, Executive Director

Recorder's fee waived pursuant to Govt. Code §27383

(Space Above This Line for Recorder's Use)

**NOTICE OF AFFORDABILITY RESTRICTIONS ON  
TRANSFER OF PROPERTY  
(Owner-Occupied Home)**

NOTICE IS HEREBY GIVEN, that the Successor Housing Agency to the former Madera Redevelopment Agency of the City of Madera (the "Agency"), to carry out certain obligations under the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.) and the Redevelopment Plan for the Madera Redevelopment Project, has required Osvaldo Garcia and Darlene J. Garcia, husband and wife, as joint Tenants, (the "Owner(s)") to enter into certain affordability covenants and restrictions entitled, Affordability Agreement and Restrictions on Sale and Use of Owner Occupied Dwelling Units (the "Agreement"), with reference to certain real property (the "Property"), located at 1114 Celeste Court, Madera, California 93638, Assessor's Parcel No. 005-150-051, and further described in **Exhibit "A"**, incorporated herein by reference.

The Affordability Agreement and Restrictions on Sale and Use of Owner Occupied Dwelling Units will require that the Property be restricted as follows:

**Affordability Requirements.**

1. For a period of forty-five years from the date of the Agreement, Grantee by and for him/herself and any successors in interest, hereby covenants and agrees that the Property shall only be sold to and occupied by Eligible Households and that during such period the other requirements of this Article 2 of the Agreement shall apply.
2. Prior to any proposed sale or other transfer of all or any part of the Property, the Grantee shall submit to the Agency proof of eligibility of the prospective purchaser.

Within ten (10) business days from receipt of the income certifications, Agency shall render a decision of eligibility or non-eligibility. If the prospective purchaser/transferee does not qualify as an Eligible Household, the Agency shall notify Grantee and Grantee shall be obligated to locate another purchaser/transferee who qualifies as an Eligible Household or shall pay the Agency in accordance with Article 3 of the Agreement.

3. **THERE SHALL BE NO SALE OR OTHER TRANSFER OF THE PROPERTY WITHOUT THE CERTIFICATION BY THE AGENCY THAT THE PURCHASER/TRANSFEEE IS AN ELIGIBLE HOUSEHOLD. ANY SALE OR OTHER TRANSFER OF THE PROPERTY IN VIOLATION OF THIS COVENANT SHALL BE VOIDABLE AT THE DISCRETION OF THE AGENCY AND SHALL CAUSE THE ASSESSMENT OF LIQUIDATED DAMAGES IN ACCORDANCE WITH ARTICLE 3 OF THE AGREEMENT.**
4. The following transfers of title to the Property or any interest therein are **not** subject to these affordability restrictions: transfer by gift, devise or inheritance to the spouse, issue or adopted child (under the age of 18) of the Grantee; transfer resulting from the death of an owner when the transfer is to a co-owner or joint tenant; transfer by an owner to any person who becomes a co-owner of the Property provided the Grantee retains at least a 33% interest in the Property and the co-owner agrees to become a co-owner under the resale restriction agreement; transfer of title to a spouse resulting from divorce, decree of dissolution or legal separation or from a property settlement agreement incidental to such a decree in which one or both of the persons listed above as the Grantee retain 33% interest in the Property; or acquisition of title to the Property or interest therein in conjunction with marriage; a transfer between co-owner or a transfer by Grantee into an inter vivos trust in which the Grantee is a beneficiary and the Grantee continues to occupy the Property.
5. **EACH PURCHASER OF THE PROPERTY SHALL OCCUPY THE PROPERTY AS THEIR PRINCIPAL RESIDENCE FOR THE DURATION OF THEIR OWNERSHIP.** Upon request by the Agency, the Grantee of the Property shall submit an affidavit to the Agency certifying that the Property is the Grantee's principal residence.
6. The restrictions on sale or transfer shall terminate and have no further force and effect upon title being acquired by a mortgagee or U.S. Department of Housing and Urban Development (HUD) and/or U.S. Department of Veterans Affairs by a deed in lieu of foreclosure and if the mortgage is assigned to HUD.

This Notice of Affordability Restrictions on Transfer of Property (the "Notice"), is recorded for the purpose of providing notice only, and it in no way modifies the provisions of the Agreement. In the event of any conflict between this Notice and the Agreement, the terms of the Agreement shall prevail.

The Agreement has been recorded concurrently herewith and shall remain in effect for 45 years, commencing on the date of the Agreement and terminating on January 11, 2062.

This Notice is being recorded and filed by the Agency in compliance with Health and Safety Code sections 33334.3 and/or section 33413, as amended effective this date, and shall be indexed against the Agency and the Owner.

IN WITNESS WHEREOF, the parties have executed this Notice as of the day and year written below.

DATED: \_\_\_\_\_

AGENCY:

OWNER(S):

By: \_\_\_\_\_  
James Taubert, Executive Director

\_\_\_\_\_  
Osvaldo Garcia

\_\_\_\_\_  
Darlene J. Garcia

ATTACH NOTARY ACKNOWLEDGEMENTS

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 005-150-051**

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

LOT 17 IN BLOCK 2 OF CHEZICK SUBDIVISION NO. 3, ACCORDING TO THE MAP THEREOF, RECORDED OCTOBER 7, 1977 IN BOOK 23 OF MAPS, AT PAGE 136, MADERA COUNTY RECORDS.

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

**BOARD MEETING OF:** January 11, 2017  
**AGENDA ITEM NUMBER:** 6B

**APPROVED BY:**

  
Executive Director

**Subject:** Consideration of a Resolution Approving an Agreement between California Utility Consultants, Inc., and the Successor Housing Agency to the former Madera Redevelopment Agency Related to the Installation of Gas, Electric, Phone, and CATV Facilities for the Riverwalk Drive Subdivision Project

**Summary:** The Successor Housing Agency will consider a resolution approving an agreement with California Utility Consultants, Inc. in an amount not to exceed \$15,000.00

## **HISTORY/BACKGROUND**

The Riverwalk Drive Street Improvement Project was competed and accepted at the December 14, 2016 meeting. The subdivision consist of 12 parcels all having sewer and water connections.

## **SITUATION**

At this time, the project requires the inclusion of the joint trench. The joint trench houses the gas, electric, phone, cable TV for the residential lots. California Utility Consultants, Inc. has submitted a proposal for coordination of the subdivision work for the joint trench. This action is on the approved ROPS line item 66.

## **RECOMMENDATION**

Staff recommends the Successor Housing Agency adopt the resolution approving the Agreement with California Utility Consultants, Inc. in an amount not to exceed \$15,000.00

JET:bw

Attachments:

- Resolution (Housing Agency)
- Agreement
- CUC Contract Exhibit

RESOLUTION NO. SHA

RESOLUTION OF THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, APPROVING AGREEMENT WITH CALIFORNIA UTILITY CONSULTANTS, INC., FOR ENGINEERING SERVICES RELATED TO THE RIVERWALK DRIVE IMPROVEMENT PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

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

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

WHEREAS, the Housing Agency is in need of services relating to the installation of gas, electric, phone, and cable TV facilities ("Services") for the Riverwalk Drive Improvement Project in the Redevelopment Project Area; and

WHEREAS, California Utility Consultants, Inc., ("CUC") is an organization that is qualified to provide such services; and

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

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

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

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

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

\* \* \* \* \*

PASSED AND ADOPTED by the City Council of the City of Madera as the Successor  
Housing Agency to the former Madera Redevelopment Agency of the City of Madera this 11<sup>th</sup>  
day of January 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST:

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

Approved as to Legal Form:

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

**AGREEMENT BETWEEN CALIFORNIA  
UTILITY CONSULTANTS, INC., AND THE  
SUCCESSOR HOUSING AGENCY TO THE  
FORMER MADERA REDEVELOPMENT  
AGENCY FOR SERVICES RELATED TO THE  
INSTALLATION OF GAS, ELECTRIC,  
PHONE, AND CATV FACILITIES FOR THE  
RIVERWALK DRIVE IMPROVEMENT  
PROJECT**

This Agreement made and entered into this 11<sup>th</sup> day of January, 2017, between the Successor Housing Agency to the Former Madera Redevelopment Agency, hereinafter called “Agency,” and California Utility Consultants, Inc., 7591 N. Ingram Ave., Suite 103 Fresno CA 93711, hereinafter called “CUC”

**RECITALS**

a. In an effort to improve the safety, function and aesthetic quality of the Redevelopment Project Area for future development, the Agency has requested a proposal for services related to the installation of gas, electric, phone, and CATV facilities for the for the Riverwalk Drive Improvement Project (the “Project”).

b. Agency requires engineering services of a qualified specialist for subdivision design services.

c. Agency has determined that CUC is a firm having the necessary experience and qualifications to provide subdivision design services for such project.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and

agreements herein contained, it is agreed by and between the Agency and CUC as follows:

1.0 Services. The Agency hereby employs CUC to perform the services herein set forth at the compensation and upon the terms and conditions herein expressed, and CUC hereby agrees to perform such services for said compensation, and upon said terms and conditions. Said services to be performed pursuant to this Agreement are more particularly described in Section 2.0.

2.0 Obligations, Duties and Responsibilities of CUC. It shall be the duty, obligation and responsibility of CUC, in a skilled and professional manner, to perform, furnish and supply to the Agency the services relating to the installation of gas, electric, phone, and cable TV facilities (“Services”) required pertaining to the Riverwalk Drive Improvement “Scope of Services”, of the proposal from CUC to Agency, attached hereto as “Exhibit A” and incorporated herein as though fully set forth. This Agreement shall prevail should there be any discrepancies between “Exhibit A” and this Agreement.

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

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

2.3 Confidentiality. Documents, plans, disclosures and other information of any nature and description, which Agency supplies or makes available to CUC or which CUC discovers or

develops in performance of the Services under this Agreement, shall be deemed confidential. CUC shall not disclose same without Agency's written authorization, except to the extent that information is in the public domain, or is required by law or under CUC's professional obligations to be disclosed.

3.0 CUC's Fees and Compensation: Amount: How and When Payable.

3.1 Fees - For all the work and services, including supplies and equipment, pertaining to the Project and required to be furnished by CUC to the Agency, Agency agrees to pay to CUC, and CUC agrees to accept as payment in full, compensation on a lump sum fee basis as indicated in "Exhibit A" in an amount not to exceed a total of \$15,000.00. It is understood and agreed to by both parties that all expenses incidental to CUC's performance of services pursuant to this agreement will be actual cost reimbursement, and are included in the basic fee.

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

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

5.0 Time of Completion. Agency and CUC agree that time is of the essence in each and

every term of this Agreement, and that the Project will be completed within a reasonably expeditious time period, but in no event to exceed 365 days from the date of this Agreement.

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

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

7.0 Ownership of Documents.

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

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

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

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

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

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

8.1 Insurance Certificate. CUC will provide current certification of said insurance to the Agency concurrent with execution of this Agreement. CUC agrees to provide Agency with any

and all updates of said insurance certificates upon request of Agency.

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

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

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

Because of its status as an independent contractor, CUC shall have absolutely no right to employment rights and benefits available to Agency employees. CUC shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, CUC shall be solely responsible, and shall hold Agency harmless from all matters relating to payment of CUC's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CUC may be providing services to others unrelated to Agency or to this Agreement.

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

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

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

affect the full force and effect of the remainder of the Agreement.

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

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

Notice of termination shall be mailed to the Agency:

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

To the Consultant:  
California Utility Consultants, Inc.,  
7591 N. Ingram Ave., Suite 103  
Fresno CA 93711

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

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

16.0 Notices. All notices and communications from the Agency shall be to CUC's

designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as indicated in Paragraph 14.0 hereof.

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

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

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

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

\* \* \* \* \*

SUCCESSOR HOUSING AGENCY to the former  
Madera Redevelopment Agency

CALIFORNIA UTILITY  
CONSULTANTS, INC.

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

By: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

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

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

## **Exhibit A**

*CALIFORNIA UTILITY CONSULTANTS, INC • PROJECT MANAGEMENT • UTILITY DESIGN*

### **AGREEMENT TO PERFORM WORK**

California Utility Consultants, Inc. ("CUC"), and The City of Madera ("Client") enter into this Agreement for services relating to the installation of gas, electric, phone, and catv facilities for a residential development known as Riverwalk located in the City of Madera.

CUC shall perform all services for Client outlined under Section A, Scope of Work, of this Agreement. Such services are subject to Section B, Conditions and Section C, Fee and Payment Schedule, of this Agreement. The total fee for these services is \$15,000.00.

During the term of this Agreement, and thereafter, CUC shall not, without the prior written consent of Client, disclose to anyone any confidential information. Confidential information for the purposes of this Agreement shall include, but is not limited to, Client's customer lists, business plans, marketing plans, financial information, model designs, drawings, or specifications. Confidential information shall not include any information that is disclosed by Client without restriction, becomes publicly available through no act of CUC, or is rightfully received by CUC from a third party.

### **SECTIONS**

- SCOPE OF WORK
- Conduct a preliminary site review to determine the availability and location of gas, electric, telephone, and cable tv distribution and transmission facilities.
- Submit client's improvement plans to utility company representatives and conduct a pre-engineering meeting to determine initial design and establish an engineering schedule.
- Work with client's civil engineer to incorporate the "dry" utility services into their design.
- Provide PGE approved on-site electric design for Rule 15.
- Provide PGE approved gas design.
- Provide PGE approved joint trench composite.
- Coordinate the engineering process with all utility companies.
- Coordinate and conduct a pre-construction meeting with all utility companies, client's contractors, and civil engineer.
- Coordinate the installation of gas, electric, phone, cable tv, and street light facilities.
- Monitor the installation of gas, electric, phone, and cable tv facilities.
- Review utility company contracts for accuracy.
- Provide a payment option analysis and recommend payment option.

**CUC DESIGNS FOR RELOCATION OF PGE FACILITIES OR UNDERGROUNDING OF PGE FACILITIES ARE NOT INCLUDED IN THE SCOPE OF WORK IN THIS PROPOSAL AND WILL REQUIRE A SEPARATE CONTRACT.**

**CONDITIONS**

1. Client shall provide the information outlined in Exhibit A. CUC cannot start any design work or processing of utility company applications until all information outlined in Exhibit A has been received.
2. It is the Client's responsibility to provide complete gas and electric load information using PGE's application for service.
3. It is the Client's responsibility to ensure CUC receives all revised improvement plans.
4. It is the Client's responsibility to specifically identify all changes when plans are revised.
5. It is the Client's responsibility to provide construction schedules to CUC.

**CUC is not responsible for:**

- Cal Trans right of ways or permits.
- Installation of gas and electric facilities based on gas and electric designs and trench composites prepared by CUC but not approved by PGE will be at Client's risk.
- The timeframes for PGE designs or PGE review timeframes of CUC designs.
- The quality of workmanship or construction timeframes of any utility company or contractor Client chooses to perform the installation of gas, electric, phone, cable tv, or street light facilities.
- Errors on plans not provided by CUC. Such plans include gas/electric/phone/cable tv drawings, utility company plat maps, civil, and architectural designs.
- The location or elevation of manholes, substructures, joint trench, streetlights, or any other facilities to be installed in conjunction with the installation of gas, electric, phone, cable tv, or street light facilities. Verification of the locations and elevations of these items will be the responsibility of Client's contractors and civil engineers.

**C. FEE AND PAYMENT SCHEDULE**

The fee is calculated based on development of this project in one phase.

Client shall pay monthly progress payments as invoiced payable within 30 days of the date of the invoice.

This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the parties, whether written or oral. This Agreement may be amended, supplemented or changed only by an agreement in writing signed by both parties.

Prepared By:  
California Utility Consultants, Inc.

Accepted by:  
City of Madera

\_\_\_\_\_  
signature

\_\_\_\_\_  
date

\_\_\_\_\_  
signature

\_\_\_\_\_  
date

EXHIBIT A

**REQUIRED PLANS FOR UTILITY COMPANY APPLICATION AND DESIGN**

**SUBDIVISIONS**

CAD FILE (**BOUND NO X-REFS**) OF OVERALL SITE UTILITY VERSION 2010

CAD FILE OF TRACT MAP VERSION 2010

1 SET .PDF OR HARD COPY OF TRACT MAP

1 SET .PDF OR HARD COPY OF ALL IMPROVEMENT PLANS

**APARTMENTS**

CAD FILE (**BOUND NO X-REFS**) OF OVERALL SITE UTILITY VERSION 2010

CAD FILE OF PARCEL MAP VERSION 2010

1 SET .PDF OR HARD COPY OF PARCEL MAP

1 SET .PDF OR HARD COPY OF ALL IMPROVEMENT PLANS

1 SET .PDF OF ARCHTECTURAL DRAWINGS INCLUDING MEP'S

**COMMERCIAL**

CAD FILE (**BOUND NO X-REFS**) OF OVERALL SITE UTILITY VERSION 2010

CAD FILE OF PARCEL MAP VERSION 2010

1 SET .PDF OR HARD COPY OF PARCEL MAP

1 SET .PDF OR HARD COPY OF ALL IMPROVEMENT PLANS

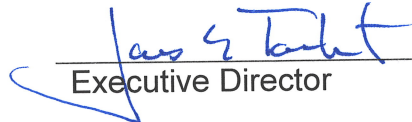
1 SET .PDF OF ARCHTECTURAL DRAWINGS INCLUDING MEP'S

GAS AND ELECTRIC LOAD INFORMATION LISTED ON PGE APPLICATION

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

**BOARD MEETING OF:** January 11, 2017  
**AGENDA ITEM NUMBER:** 6C

**APPROVED BY:**

  
Executive Director

**Subject:** Consideration of a Resolution Approving an Agreement between California Utility Consultants, Inc., and the Successor Housing Agency to the former Madera Redevelopment Agency Related to the Installation of Gas, Electric, Phone, and CATV Facilities for the Riverside Villas Subdivision Project

**Summary:** The Successor Housing Agency will consider a resolution approving an agreement with California Utility Consultants, Inc. in an amount not to exceed \$8,500.00

## **HISTORY/BACKGROUND**

The Riverside Villas Subdivision was purchased prior to dissolution. The project required correcting issues with the storm drainage system. Work on the storm system was completed and accepted at the Agency's December 14, 2016 meeting. This work included the filling of the storm pond which resulted in the creation of a new parcel and movement of existing parcels.

## **SITUATION**

At this time, the subdivision requires relocation of items in the joint trench. The joint trench houses the gas, electric, phone, cable TV for the residential lots. California Utility Consultants, Inc. has submitted a proposal for coordination of the subdivision work for the joint trench. This action is included in the approved ROPS line item 66.

## **RECOMMENDATION**

Staff recommends the Successor Housing Agency adopt the resolution approving the Agreement with California Utility Consultants, Inc. in an amount not to exceed \$8,500.00

JET:bw

Attachments:

- Resolution (Housing Agency)
- Agreement
- CUC Contract Exhibit

RESOLUTION NO. SHA

RESOLUTION OF THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, APPROVING AGREEMENT WITH CALIFORNIA UTILITY CONSULTANTS, INC., FOR ENGINEERING SERVICES RELATED TO THE RIVERSIDE VILLAS IMPROVEMENT PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

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

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

WHEREAS, the Housing Agency is in need of services relating to the installation of gas, electric, phone, and cable TV facilities ("Services") for the Riverside Villas Improvement Project in the Redevelopment Project Area; and

WHEREAS, California Utility Consultants, Inc., ("CUC") is an organization that is qualified to provide such services; and

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

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

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

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

1. The recitals listed above are true and correct.
2. The Agreement with California Utility Consultants, Inc., for Services related to the  
Riverside Villas Improvement Project, a copy of which is on file in the office of the  
Executive Director and referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the Agreement on behalf of the Agency.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

PASSED AND ADOPTED by the City Council of the City of Madera as the Successor  
Housing Agency to the former Madera Redevelopment Agency of the City of Madera this 11<sup>th</sup>  
day of January 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST:

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

Approved as to Legal Form:

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

**AGREEMENT BETWEEN CALIFORNIA  
UTILITY CONSULTANTS, INC., AND THE  
SUCCESSOR HOUSING AGENCY TO THE  
FORMER MADERA REDEVELOPMENT  
AGENCY FOR SERVICES RELATED TO THE  
INSTALLATION OF GAS, ELECTRIC,  
PHONE, AND CATV FACILITIES FOR THE  
RIVERSIDE VILLAS IMPROVEMENT  
PROJECT**

This Agreement made and entered into this 11<sup>th</sup> day of January, 2017, between the Successor Housing Agency to the Former Madera Redevelopment Agency, hereinafter called “Agency,” and California Utility Consultants, Inc., 7591 N. Ingram Ave., Suite 103 Fresno CA 93711, hereinafter called “CUC”

**RECITALS**

a. In an effort to improve the safety, function and aesthetic quality of the Redevelopment Project Area for future development, the Agency has requested a proposal for services related to the installation of gas, electric, phone, and CATV facilities for the for the Riverside Villas Improvement Project (the “Project”).

b. Agency requires engineering services of a qualified specialist for subdivision design services.

c. Agency has determined that CUC is a firm having the necessary experience and qualifications to provide subdivision design services for such project.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and

agreements herein contained, it is agreed by and between the Agency and CUC as follows:

1.0 Services. The Agency hereby employs CUC to perform the services herein set forth at the compensation and upon the terms and conditions herein expressed, and CUC hereby agrees to perform such services for said compensation, and upon said terms and conditions. Said services to be performed pursuant to this Agreement are more particularly described in Section 2.0.

2.0 Obligations, Duties and Responsibilities of CUC. It shall be the duty, obligation and responsibility of CUC, in a skilled and professional manner, to perform, furnish and supply to the Agency the services relating to the installation of gas, electric, phone, and cable TV facilities (“Services”) required pertaining to the Riverside Villas Improvement “Scope of Services”, of the proposal from CUC to Agency, attached hereto as “Exhibit A” and incorporated herein as though fully set forth. This Agreement shall prevail should there be any discrepancies between “Exhibit A” and this Agreement.

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

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

2.3 Confidentiality. Documents, plans, disclosures and other information of any nature and description, which Agency supplies or makes available to CUC or which CUC discovers or

develops in performance of the Services under this Agreement, shall be deemed confidential. CUC shall not disclose same without Agency's written authorization, except to the extent that information is in the public domain, or is required by law or under CUC's professional obligations to be disclosed.

3.0 CUC's Fees and Compensation: Amount: How and When Payable.

3.1 Fees - For all the work and services, including supplies and equipment, pertaining to the Project and required to be furnished by CUC to the Agency, Agency agrees to pay to CUC, and CUC agrees to accept as payment in full, compensation on a lump sum fee basis as indicated in "Exhibit A" in an amount not to exceed a total of \$8,500.00. It is understood and agreed to by both parties that all expenses incidental to CUC's performance of services pursuant to this agreement will be actual cost reimbursement, and are included in the basic fee.

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

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

5.0 Time of Completion. Agency and CUC agree that time is of the essence in each and

every term of this Agreement, and that the Project will be completed within a reasonably expeditious time period, but in no event to exceed 365 days from the date of this Agreement.

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

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

7.0 Ownership of Documents.

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

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

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

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

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

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

8.1 Insurance Certificate. CUC will provide current certification of said insurance to the Agency concurrent with execution of this Agreement. CUC agrees to provide Agency with any

and all updates of said insurance certificates upon request of Agency.

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

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

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

Because of its status as an independent contractor, CUC shall have absolutely no right to employment rights and benefits available to Agency employees. CUC shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, CUC shall be solely responsible, and shall hold Agency harmless from all matters relating to payment of CUC's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CUC may be providing services to others unrelated to Agency or to this Agreement.

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

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

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

affect the full force and effect of the remainder of the Agreement.

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

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

Notice of termination shall be mailed to the Agency:

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

To the Consultant:  
California Utility Consultants, Inc.,  
7591 N. Ingram Ave., Suite 103  
Fresno CA 93711

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

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

16.0 Notices. All notices and communications from the Agency shall be to CUC's

designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as indicated in Paragraph 14.0 hereof.

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

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

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

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

\* \* \* \* \*

SUCCESSOR HOUSING AGENCY to the former  
Madera Redevelopment Agency

CALIFORNIA UTILITY  
CONSULTANTS, INC.

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

By: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

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

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

## **Exhibit A**

*CALIFORNIA UTILITY CONSULTANTS, INC • PROJECT MANAGEMENT • UTILITY DESIGN*

### **AGREEMENT TO PERFORM WORK**

California Utility Consultants, Inc. ("CUC"), and The City of Madera ("Client") enter into this Agreement for services relating to the installation of gas, electric, phone, and catv facilities for a residential development known as Riverside located in the City of Madera.

CUC shall perform all services for Client outlined under Section A, Scope of Work, of this Agreement. Such services are subject to Section B, Conditions and Section C, Fee and Payment Schedule, of this Agreement. The total fee for these services is \$8,500.00.

During the term of this Agreement, and thereafter, CUC shall not, without the prior written consent of Client, disclose to anyone any confidential information. Confidential information for the purposes of this Agreement shall include, but is not limited to, Client's customer lists, business plans, marketing plans, financial information, model designs, drawings, or specifications. Confidential information shall not include any information that is disclosed by Client without restriction, becomes publicly available through no act of CUC, or is rightfully received by CUC from a third party.

### **SECTIONS**

- **SCOPE OF WORK**
- Conduct a preliminary site review to determine the availability and location of gas, electric, telephone, and cable tv distribution and transmission facilities.
- Submit client's improvement plans to utility company representatives and conduct a pre-engineering meeting to determine initial design and establish an engineering schedule.
- Work with client's civil engineer to incorporate the "dry" utility services into their design.
- Provide PGE approved joint trench composite.
- Coordinate the engineering process with all utility companies.
- Coordinate and conduct a pre-construction meeting with all utility companies, client's contractors, and civil engineer.
- Coordinate the installation of gas, electric, phone, cable tv, and street light facilities.
- Monitor the installation of gas, electric, phone, and cable tv facilities.
- Review utility company contracts for accuracy.
- Provide a payment option analysis and recommend payment option.

**CUC DESIGNS FOR RELOCATION OF PGE FACILITIES OR UNDERGROUNDING OF PGE FACILITIES ARE NOT INCLUDED IN THE SCOPE OF WORK IN THIS PROPOSAL AND WILL REQUIRE A SEPARATE CONTRACT.**

### **CONDITIONS**

1. Client shall provide the information outlined in Exhibit A. CUC cannot start any design work or processing of utility company applications until all information outlined in Exhibit A has been received.
2. It is the Client's responsibility to provide complete gas and electric load information using PGE's application for service.
3. It is the Client's responsibility to ensure CUC receives all revised improvement plans.

4. It is the Client's responsibility to specifically identify all changes when plans are revised.
5. It is the Client's responsibility to provide construction schedules to CUC.

**CUC is not responsible for:**

- Cal Trans right of ways or permits.
- Installation of gas and electric facilities based on gas and electric designs and trench composites prepared by CUC but not approved by PGE will be at Client's risk.
- The timeframes for PGE designs or PGE review timeframes of CUC designs.
- The quality of workmanship or construction timeframes of any utility company or contractor Client chooses to perform the installation of gas, electric, phone, cable tv, or street light facilities.
- Errors on plans not provided by CUC. Such plans include gas/electric/phone/cable tv drawings, utility company plat maps, civil, and architectural designs.
- The location or elevation of manholes, substructures, joint trench, streetlights, or any other facilities to be installed in conjunction with the installation of gas, electric, phone, cable tv, or street light facilities. Verification of the locations and elevations of these items will be the responsibility of Client's contractors and civil engineers.

**C. FEE AND PAYMENT SCHEDULE**

The fee is calculated based on development of this project in one phase.

Client shall pay monthly progress payments as invoiced payable within 30 days of the date of the invoice.

This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the parties, whether written or oral. This Agreement may be amended, supplemented or changed only by an agreement in writing signed by both parties.

Prepared By:  
California Utility Consultants, Inc.

Accepted by:  
City of Madera

\_\_\_\_\_  
signature

\_\_\_\_\_  
date

\_\_\_\_\_  
signature

\_\_\_\_\_  
date

EXHIBIT A

**REQUIRED PLANS FOR UTILITY COMPANY APPLICATION AND DESIGN**

**SUBDIVISIONS**

CAD FILE (**BOUND NO X-REFS**) OF OVERALL SITE UTILITY VERSION 2010

CAD FILE OF TRACT MAP VERSION 2010

1 SET .PDF OR HARD COPY OF TRACT MAP

1 SET .PDF OR HARD COPY OF ALL IMPROVEMENT PLANS

**APARTMENTS**

CAD FILE (**BOUND NO X-REFS**) OF OVERALL SITE UTILITY VERSION 2010

CAD FILE OF PARCEL MAP VERSION 2010

1 SET .PDF OR HARD COPY OF PARCEL MAP

1 SET .PDF OR HARD COPY OF ALL IMPROVEMENT PLANS

1 SET .PDF OF ARCHTECTURAL DRAWINGS INCLUDING MEP'S

**COMMERCIAL**

CAD FILE (**BOUND NO X-REFS**) OF OVERALL SITE UTILITY VERSION 2010

CAD FILE OF PARCEL MAP VERSION 2010

1 SET .PDF OR HARD COPY OF PARCEL MAP

1 SET .PDF OR HARD COPY OF ALL IMPROVEMENT PLANS

1 SET .PDF OF ARCHTECTURAL DRAWINGS INCLUDING MEP'S

GAS AND ELECTRIC LOAD INFORMATION LISTED ON PGE APPLICATION