

## **JOINT MEETING NOTICE AND AGENDA**

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

**Wednesday, October 10, 2018 at 6:00 p.m.**

**City Hall Council Chambers, 205 West 4<sup>th</sup> Street, Madera, California 93637**

#### **1. 6:00 p.m. – CALL TO ORDER**

##### **ROLL CALL**

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

##### **INVOCATION**

Pastor David Votaw, Harvest Community Church

##### **PLEDGE OF ALLEGIANCE**

##### **PUBLIC COMMENT**

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

##### **PRESENTATIONS**

##### **INTRODUCTIONS**

#### **2. WORKSHOP**

There are no items for this section.

#### **3. CONSENT CALENDAR**

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

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

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

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



- 3E. Change from Detailed Minutes to Action Minutes for Special Meeting of Madera City Council as the Successor Agency and Successor Housing Agency (**Successor Agency and Successor Housing Agency**)
- 3F. Investment Report for the Quarter Ending June 30, 2018 (**Successor Agency**)
- 3G. Consideration of Resolution Approving Agreement with Fraser & Associates for Services Related to Continuing Bond Disclosure Requirements (**Successor Agency**)
- 3H. Consideration of a Resolution Approving an Agreement with Pacific Gas & Electric Related to the Installation of Gas and Electric Facilities for the Riverwalk Subdivision Project (**Successor Housing Agency**)

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

- 4A. Discussion and Direction Concerning future use of 428 East Yosemite Avenue Office of Successor Agency to the Former Madera Redevelopment Agency (**Successor Agency**)

#### 5. **AGREEMENTS**

- 5A. Joint Public Hearing Regarding Consideration of a Resolutions Approving 33433 Report and Agreement for Purchase and Sale of Real Property and Escrow Instructions for the Sale of Real Property Located at 121 & 125 North "C" Street (APN 007-112-014 & 015) to Madera Opportunities for Resident Enrichment and Services, Inc (**Successor Agency**)
- 5B. Consideration of a Resolution Approving Six Street Easement Deeds for Six Successor Agency Owned Parcels to the State of California, Department of Transportation (**Successor Agency**)
- 5C. Consideration of Resolution Approving Agreement with Bartel Associates, LLC for Actuarial Consulting Services Related to Agency CalPERS Unfunded Liabilities (**Successor Agency**)
- 5D. Consideration of a Resolution Approving a Real Estate Option Agreement, Memorandum of Agreement, and Purchase and Sale Agreement with Madera Opportunities for Resident Enrichment and Services, Inc for the properties at 200 and 204 N. C Street (**City**)

#### 6. **HOUSING**

- 6A. Consideration of Resolution Approving a Grant Agreement with Madera Opportunities for Resident Enrichment and Services, Inc. (MORES) for a 48-Unit Affordable Multi-Family Housing Project located at 121, 125, 200 and 204 North "C" Street (**Successor Housing Agency**)
- 6B. Consideration of a Resolution Approving an Agreement with California Utility Consultants, Inc., for Engineering Services Related to the Design and Installation of Gas, Electric, Phone, and CATV Facilities for the Adelaide Subdivision (**Successor Housing Agency**)

#### 7. **GENERAL**

There are no items for this section.

#### 8. **AGENCY MEMBER REPORTS**

#### 9. **CLOSED SESSION**

- 9A. Closed Session Announcement- City Attorney
- 9B. Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code §54956.9(d)(2) - 1 case

9C. Reconvene Closed Session  
Closed Session Report – General Counsel/City Attorney

**10. ADJOURN**

The next Regular Meeting of the Successor Agency will be Wednesday, November 14, 2018.

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

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

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

I, Claudia Mendoza, Recording Secretary, declare under penalty of perjury that I posted the above Joint Meeting Agenda of the Special Meeting of the Madera City Council, and Regular Meeting of the City Council as the Successor Agency for the former Madera Redevelopment Agency and Special Meeting of the City Council as the Successor Housing Agency for October 10, 2018 to be held at 6:00 p.m. in the Council Chambers at City Hall near the front entrances of City Hall before the close of business on Thursday, October 4, 2018.

/cm

  
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Claudia Mendoza, Successor Agency Recording Secretary

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: October 10, 2018

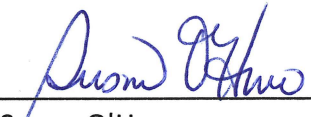
Attached, for your information, is the register of the warrants for the Successor Agency to the former Redevelopment Agency covering obligations paid during the period of:

July 1, 2018 to September 30, 2018

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

General Warrants:	#1341-1373	\$ 56,157.24
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Respectfully submitted,

  
\_\_\_\_\_  
Susan O'Haro  
Financial Services Manager

  
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Bob Wilson  
Successor Agency Executive Director

**THE SUCCESSOR AGENCY TO  
THE FORMER CITY OF MADERA REDEVELOPMENT AGENCY  
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK MAIN ACCOUNT  
October 10, 2018**

CHECK	PAYDATE	ISSUED TO	DESCRIPTION	AMOUNT
1341	07/06/2018	GIERSCH & ASSOCIATES, INC.	Yosemite and Elm Lot Development	2,102.50
1342	07/06/2018	PACIFIC GAS & ELECTRIC	Electric & Gas Charges 6/18 for 428 E Yosemite Ave and 5 E Yosemite Ave	1,599.02
1343	07/30/2018	BOYLE ELECTRIC SHOP	Riverside Mailbox Installation	1,000.00
1344	07/30/2018	GARY GANCI	Installation of Utilities Riverwalk Joint Trench	1,500.00
1345	07/30/2018	CITY OF MADERA	June 2018 Payroll and other expenses paid by City	13,732.48
1346	07/30/2018	MADERA CLEANERS AND LAUNDRY INC.	Mat Cleaning	13.50
1347	07/30/2018	SANDY'S HOUSEKEEPING	Custodial Svs for Aug 2018	425.00
1348	07/30/2018	UBALDO GARCIA HERNANDEZ	Architectural Svs-Riverside Plot Plans 6-9, print standard plans, Adelaide precise plan	6,280.00
1349	08/17/2018	ANTHEM BLUE CROSS	City paid retiree Medical Bill/Jim Taubert - Sep 2018	143.67
1350	08/17/2018	ANTHEM BLUE CROSS	City paid retiree Rx Bill/Jim Taubert - Sep 2018	169.80
1351	08/17/2018	CITY OF MADERA	Utility Billing for 5 E Yosemite Ave - Aug 2018	109.14
1352	08/17/2018	GIERSCH & ASSOCIATES, INC.	Yosemite and Elm Lot Development	1,232.50
1353	08/17/2018	MADERA TRIBUNE	PHN 121 & 125 N. C St Ad #00011957 7/25-8/1/18	216.00
1354	08/17/2018	PACIFIC GAS & ELECTRIC	Electric & Gas Charges 7/18 for 428 E Yosemite Ave and 5 E Yosemite Ave	2,260.55
1355	08/17/2018	RICOH USA, INC	Copier maintenance fee for period 7/2018; Copier/Printer servicing	22.47
1356	08/17/2018	UBALDO GARCIA HERNANDEZ	Architectural Svs-Riverside Plot Plans 10-18, print standard plans	5,700.00
1357	08/17/2018	VILLA GARDENING SERVICE INC	Weed Abatement 7/23/2018	1,600.00
1358	08/31/2018	GIERSCH & ASSOCIATES, INC.	E. Yosemite Lot Development Project	1,740.00
1359	08/31/2018	MADERA CLEANERS AND LAUNDRY INC.	Mat Cleaning	9.00
1360	08/31/2018	MADERA COUNTY CLERK-RECORDER	Adelaide Negative Declaration Fees	2,330.75
1361	08/31/2018	PURL'S SHEET METAL & AIR CONDITIONING	120 N. E St - AC Diagnostic & Replace Compressor/Vacuum System	2,283.92
1362	08/31/2018	SANDY'S HOUSEKEEPING	Sept 2018 Janitorial Svs	425.00
1363	08/31/2018	SHRED-IT USA-FRESNO	Shred-It Svs 7/16/2018	114.83
1364	08/31/2018	URBAN FUTURES, INC	FY 2017 Continuing Disclosure /Dissemination Rpt	5,676.00
1365	09/14/2018	CITY OF MADERA	Utility Billing for 5 E Yosemite Ave - Sep 2018	173.18
1366	09/14/2018	DIAMOND COMMUNICATIONS	Alarm Monitoring for Oct-Dec 2018	180.00
1367	09/14/2018	PACIFIC GAS & ELECTRIC	Electric & Gas Svs for 5 E. Yosemite Ave. and 428 E. Yosemite Ave. Aug 2018	2,161.69
1368	09/14/2018	RICOH USA, INC	Copier - RDA	8.77
1369	09/14/2018	WESTERN CITY	Renew Subscription to Western City Magazine	39.00
1370	09/21/2018	ANTHEM BLUE CROSS	City paid retiree Medical Bill/Jim Taubert - Oct 2018	143.67
1371	09/21/2018	ANTHEM BLUE CROSS	City paid retiree Rx Bill/Jim Taubert - Oct 2018	169.80
1372	09/21/2018	DAVID HEUMANN	Water Connection - Riverside	2,500.00
1373	09/21/2018	DIAMOND LOCKSMITHS	Service keypad	95.00

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

**\$ 56,157.24**

# CITY OF MADERA REDEVELOPMENT AGENCY REPORT TO SUCCESSOR AGENCY BOARD

SUCCESSOR AGENCY MEETING OF OCTOBER 10, 2018

SUCCESSOR AGENDA ITEM NUMBER 3B

APPROVED BY

  
FINANCE DEPARTMENT

  
SUCCESSOR AGENCY EXECUTIVE DIRECTOR

**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.

**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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FROM 2019 01 TO 2019 03

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
4020 Housing Fund	APPROP	ADJSTMTS	BUDGET	ACTUALS	ENCUMBRANCES	BUDGET	USED
<hr/>							
40200000 Low/Mod Housing Fund							
40200000 4671 Sale of Real and Personal Pr	-850,000	0	-850,000	-50,000.00	.00	-800,000.00	5.9%
40200000 5000 Salaries/Full-time	37,172	0	37,172	3,646.29	.00	33,525.71	9.8%
40200000 5005 Salaries/Part-time	3,694	0	3,694	.00	.00	3,694.00	.0%
40200000 5105 Salaries/Leave Payout	3,155	0	3,155	.00	.00	3,155.00	.0%
40200000 5300 Public Employee Retirement S	7,963	0	7,963	556.04	.00	7,406.96	7.0%
40200000 5302 Long Term Disability Insuran	86	0	86	13.81	.00	72.19	16.1%
40200000 5303 Life Insurance Premiums	14	0	14	2.57	.00	11.43	18.4%
40200000 5304 Workers Compensation Insuran	3,740	0	3,740	318.56	.00	3,421.44	8.5%
40200000 5305 Medicare Tax- Employer's Sha	643	0	643	54.83	.00	588.17	8.5%
40200000 5307 Deferred Comp/Part-Time	139	0	139	.00	.00	139.00	.0%
40200000 5308 Deferred Compensation/Full-t	183	0	183	153.15	.00	29.85	83.7%
40200000 5309 Unemployment Insurance	95	0	95	.00	.00	95.00	.0%
40200000 5310 Section 125 Benefit Allow.	6,389	0	6,389	948.00	.00	5,441.00	14.8%
40200000 6401 Gas and Electric Utilities	4,000	0	4,000	.00	.00	4,000.00	.0%
40200000 6402 Telephone/Fax Charges	350	0	350	30.15	.00	319.85	8.6%
40200000 6411 Advertising/Bids and Notices	3,500	0	3,500	.00	.00	3,500.00	.0%
40200000 6416 Office Supplies/Expendable	200	0	200	.00	.00	200.00	.0%
40200000 6418 Postage / Other Mailing Char	100	0	100	.00	.00	100.00	.0%
40200000 6440 Contracted Services	60,000	-350	59,650	9,796.00	.00	49,854.00	16.4%
40200000 6487 Disposal Costs	80,000	0	80,000	716.00	.00	79,284.00	.9%
40200000 6530 Conference/Training/Ed	100	0	100	.00	.00	100.00	.0%
40200000 6532 Maintenance/Other Supplies	400	0	400	.00	.00	400.00	.0%
40200000 6562 Retiree Insurance Premiums	0	350	350	104.06	.00	245.94	29.7%
40200000 6802 Acquisitions	800,000	0	800,000	.00	.00	800,000.00	.0%
40200000 7030 Facilities And Improvements	0	0	0	-3,013.49	.00	3,013.49	.0%
TOTAL Low/Mod Housing Fund	161,923	0	161,923	-36,674.03	.00	198,597.03	-22.6%
TOTAL Housing Fund	161,923	0	161,923	-36,674.03	.00	198,597.03	-22.6%
TOTAL REVENUES	-850,000	0	-850,000	-50,000.00	.00	-800,000.00	
TOTAL EXPENSES	1,011,923	0	1,011,923	13,325.97	.00	998,597.03	



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FROM 2019 01 TO 2019 03

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4030 Redev Prop Tax Trust Fd							
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40300000 Non Housing Tax Increment							
40300000 4000 Current Secured Property Tax	-3,343,667	0	-3,343,667	-1,900,000.00	.00	-1,443,667.00	56.8%
40300000 4659 Refunds and Reimbursements	0	0	0	-3,166.71	.00	3,166.71	.0%
40300000 8200 Transfer Out	3,581,426	0	3,581,426	2,137,759.00	.00	1,443,667.00	59.7%
TOTAL Non Housing Tax Increment	237,759	0	237,759	234,592.29	.00	3,166.71	98.7%
TOTAL Redev Prop Tax Trust Fd	237,759	0	237,759	234,592.29	.00	3,166.71	98.7%
TOTAL REVENUES	-3,343,667	0	-3,343,667	-1,903,166.71	.00	-1,440,500.29	
TOTAL EXPENSES	3,581,426	0	3,581,426	2,137,759.00	.00	1,443,667.00	

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FROM 2019 01 TO 2019 03

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5750 Successor Agency Admin							
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57500000 Successor Agency Admin							
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57500000 4355 Transfer In	-250,000	0	-250,000	-125,000.00	.00	-125,000.00	50.0%
57500000 5000 Salaries/Full-time	132,167	0	132,167	12,964.57	.00	119,202.43	9.8%
57500000 5005 Salaries/Part-time	13,134	0	13,134	.00	.00	13,134.00	.0%
57500000 5105 Salaries/Leave Payout	11,219	0	11,219	.00	.00	11,219.00	.0%
57500000 5300 Public Employee Retirement S	28,314	0	28,314	1,977.00	.00	26,337.00	7.0%
57500000 5302 Long Term Disability Insuran	304	0	304	49.11	.00	254.89	16.2%
57500000 5303 Life Insurance Premiums	48	0	48	9.17	.00	38.83	19.1%
57500000 5304 Workers Compensation Insuran	13,298	0	13,298	1,132.64	.00	12,165.36	8.5%
57500000 5305 Medicare Tax- Employer's Sha	2,286	0	2,286	194.95	.00	2,091.05	8.5%
57500000 5307 Deferred Comp/Part-Time	492	0	492	.00	.00	492.00	.0%
57500000 5308 Deferred Compensation/Full-t	651	0	651	544.52	.00	106.48	83.6%
57500000 5309 Unemployment Insurance	335	0	335	.00	.00	335.00	.0%
57500000 5310 Section 125 Benefit Allow.	22,714	0	22,714	3,370.67	.00	19,343.33	14.8%
57500000 6401 Gas and Electric Utilities	4,000	0	4,000	4,394.03	.00	-394.03	109.9%
57500000 6402 Telephone/Fax Charges	3,500	0	3,500	107.21	.00	3,392.79	3.1%
57500000 6414 Professional Dues	300	0	300	.00	.00	300.00	.0%
57500000 6415 Publications/Subscriptions	100	0	100	39.00	.00	61.00	39.0%
57500000 6416 Office Supplies/Expendable	1,500	0	1,500	-16.47	.00	1,516.47	1.1%
57500000 6420 Mileage Reimbursements	1,200	0	1,200	.00	.00	1,200.00	.0%
57500000 6440 Contracted Services	10,000	-1,750	8,250	1,282.92	.00	6,967.08	15.6%
57500000 6515 Taxes and Assessments	500	0	500	113.69	.00	386.31	22.7%
57500000 6530 Conference/Training/Ed	2,000	0	2,000	.00	.00	2,000.00	.0%
57500000 6532 Maintenance/Other Supplies	2,000	0	2,000	.00	.00	2,000.00	.0%
57500000 6562 Retiree Insurance Premiums	0	1,750	1,750	562.49	.00	1,187.51	32.1%
TOTAL Successor Agency Admin	62	0	62	-98,274.50	.00	98,336.50	%
TOTAL Successor Agency Admin	62	0	62	-98,274.50	.00	98,336.50	%
TOTAL REVENUES	-250,000	0	-250,000	-125,000.00	.00	-125,000.00	
TOTAL EXPENSES	250,062	0	250,062	26,725.50	.00	223,336.50	

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FROM 2019 01 TO 2019 03

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	-1,200	0	-1,200	-200.00	.00	-1,000.00	16.7%
60500000 5000 Salaries/Full-time	37,172	0	37,172	3,646.29	.00	33,525.71	9.8%
60500000 5005 Salaries/Part-time	3,694	0	3,694	.00	.00	3,694.00	.0%
60500000 5105 Salaries/Leave Payout	3,155	0	3,155	.00	.00	3,155.00	.0%
60500000 5300 Public Employee Retirement S	7,963	0	7,963	556.04	.00	7,406.96	7.0%
60500000 5302 Long Term Disability Insuran	86	0	86	13.81	.00	72.19	16.1%
60500000 5303 Life Insurance Premiums	14	0	14	2.57	.00	11.43	18.4%
60500000 5304 Workers Compensation Insuran	3,740	0	3,740	318.56	.00	3,421.44	8.5%
60500000 5305 Medicare Tax- Employer's Sha	643	0	643	54.83	.00	588.17	8.5%
60500000 5307 Deferred Comp/Part-Time	139	0	139	.00	.00	139.00	.0%
60500000 5308 Deferred Compensation/Full-t	183	0	183	153.15	.00	29.85	83.7%
60500000 5309 Unemployment Insurance	95	0	95	.00	.00	95.00	.0%
60500000 5310 Section 125 Benefit Allow.	6,389	0	6,389	948.00	.00	5,441.00	14.8%
60500000 6401 Gas and Electric Utilities	4,000	0	4,000	425.70	.00	3,574.30	10.6%
60500000 6402 Telephone/Fax Charges	2,000	0	2,000	30.15	.00	1,969.85	1.5%
60500000 6416 Office Supplies/Expendable	6,000	0	6,000	.00	.00	6,000.00	.0%
60500000 6440 Contracted Services	52,000	-350	51,650	2,283.92	.00	49,366.08	4.4%
60500000 6515 Taxes and Assessments	0	0	0	34.13	.00	-34.13	.0%
60500000 6532 Maintenance/Other Supplies	28,500	0	28,500	.00	.00	28,500.00	.0%
60500000 6562 Retiree Insurance Premiums	0	350	350	104.06	.00	245.94	29.7%
60500000 7050 Construction/Infrastructure	4,228,684	0	4,228,684	11,097.30	-2,030.00	4,219,616.70	.2%
60500000 8200 Transfer Out	0	0	0	3,744,330.47	.00	-3,744,330.47	.0%
TOTAL Non Housing Bond Proceeds	4,383,257	0	4,383,257	3,763,798.98	-2,030.00	621,488.02	85.8%
TOTAL Non Housing Bond Proceeds	4,383,257	0	4,383,257	3,763,798.98	-2,030.00	621,488.02	85.8%
TOTAL REVENUES	-1,200	0	-1,200	-200.00	.00	-1,000.00	
TOTAL EXPENSES	4,384,457	0	4,384,457	3,763,998.98	-2,030.00	622,488.02	

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FROM 2019 01 TO 2019 03

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6060 LowMod Housing Bond Proceeds							
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60600000 LowMod Housing Bond Proceeds							
60600000 7030 Facilities And Improvements	400,000	0	400,000	-6,818.21	-10,000.00	416,818.21	4.2%
60600000 8200 Transfer Out	0	0	0	385,619.63	.00	-385,619.63	.0%
TOTAL LowMod Housing Bond Proceeds	400,000	0	400,000	378,801.42	-10,000.00	31,198.58	92.2%
TOTAL LowMod Housing Bond Proceeds	400,000	0	400,000	378,801.42	-10,000.00	31,198.58	92.2%
TOTAL EXPENSES	400,000	0	400,000	378,801.42	-10,000.00	31,198.58	

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FROM 2019 01 TO 2019 03

ACCOUNTS FOR: 6070 Prior Bonds Project Fund	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<hr/>							
60700000 Prior Bonds Project Fund							
<hr/>							
60700000 4355 Transfer-In	0	0	0	-4,595,932.99	.00	4,595,932.99	.0%
TOTAL Prior Bonds Project Fund	0	0	0	-4,595,932.99	.00	4,595,932.99	.0%
TOTAL Prior Bonds Project Fund	0	0	0	-4,595,932.99	.00	4,595,932.99	.0%
TOTAL REVENUES	0	0	0	-4,595,932.99	.00	4,595,932.99	

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City of Madera, CA - LIVE 2018.1  
FLEXIBLE PERIOD REPORT

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FROM 2019 01 TO 2019 03

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
8040 Debt Svc Fund - SA							
<hr/>							
80400000 Debt Svc Fund/Successor Agency							
80400000 4162 Interest Income	-60,000	0	-60,000	.00	.00	-60,000.00	.0%
80400000 4355 Transfer In	-3,359,179	0	-3,359,179	-2,012,759.00	.00	-1,346,420.00	59.9%
80400000 6440 Contracted Services	40,000	0	40,000	.00	.00	40,000.00	.0%
80400000 8000 Interest Expense	2,220,971	0	2,220,971	1,125,259.38	.00	1,095,711.62	50.7%
80400000 8001 Principal Payment	1,330,000	0	1,330,000	1,330,000.00	.00	.00	100.0%
80400000 8200 Transfer Out	0	0	0	465,982.89	.00	-465,982.89	.0%
TOTAL Debt Svc Fund/Successor Agency	171,792	0	171,792	908,483.27	.00	-736,691.27	528.8%
TOTAL Debt Svc Fund - SA	171,792	0	171,792	908,483.27	.00	-736,691.27	528.8%
TOTAL REVENUES	-3,419,179	0	-3,419,179	-2,012,759.00	.00	-1,406,420.00	
TOTAL EXPENSES	3,590,971	0	3,590,971	2,921,242.27	.00	669,728.73	



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FROM 2019 01 TO 2019 03

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	5,354,793	0	5,354,793	554,794.44	-12,030.00	4,812,028.56	10.1%

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

**BOARD MEETING OF:** October 10, 2018  
**AGENDA ITEM NUMBER:** 3C

**APPROVED BY:**

  
Executive Director

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

**SUMMARY:**

The recent refunding of the former Redevelopment Agency bonds has created the need for an amendment to the Successor Agency and Successor Housing Agency Budgets.

**DISCUSSION:**

**SUCCESSOR AGENCY**

In July the Successor Agency refunded its Series 1998, 2003 2008A and 2008B bond issues. A result of which was the issuance of two new bond Series 2018A and 2018B. A new Fund 6070 "Prior Bonds Project Fund" was created in the Successor Agency general ledger to accommodate the 2018B issue. At this time some housekeeping in the Successor Agency budget is necessary to reflect changes resulting from the refunding;

- The budget amendment will decrease the debt service payment to reflect the savings from the refunding in FY 2018/19 - \$110,200.
- The expenditure of project funds will move from the old bond project Funds 6050 & 6060 to the new Fund 6070.

The requested amendments to the Successor Agency FY 2018/2019 are listed in Exhibit A attached.

**SUCCESSOR HOUSING AGENCY**

- Prior to the bond refunding the installation of the Riverwalk and Adelaide joint trench was budgeted in Fund 6060 "Housing Bond Project Fund". The amendment will reestablish the Riverwalk and Adelaide budget to Fund 4020 "Low/Mod Housing Fund" \$300,000.
- The Successor Housing Agency Budget is also being amended at this time to include the affordable housing grant to MADERA OPPORTUNITIES FOR RESIDENT ENRICHMENT AND SERVICES, INC, "MORES" for the 48 unit affordable housing project. The MORES grant funding will decrease the expenditure budget in the acquisition account \$226,000.

The requested amendments to the Successor Housing Agency FY 2018/19 are listed in Exhibit AA attached.

**RECOMMENDATION**

Staff recommends the following actions:

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

Attachments:

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

**RESOLUTION NO.**

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

---

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

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

**WHEREAS**, the Successor Agency bond refunding has created the need to amend the budget for Fiscal Year 2018/2019, and

**WHEREAS**, the amendment is in agreement and does not conflict with the Successor Agency ROPS 18-19 as approved by Department of Finance, and

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

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

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

\*\*\*\*\*

## EXHIBIT A

### SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

Budget Appropriations: Res: SA 18 10/10/18

Mid Year Budget Amendments FY 2018/2019

<u>Description</u>	<u>Debit</u>	<u>Credit</u>
<b>NON HOUSING BOND FUND 6050</b>		
<i>Revenue:</i>	Decrease	Increase
60500000 4201 Services for Other Agencies	1,000	
<i>Expenditures:</i>	Increase	Decrease
60500000 5000 Salaries/Full-time		32,000
60500000 5005 Salaries/Part-time		3,694
60500000 5105 Salaries/Leave Payout		3,155
60500000 5300 Public Employee Retirement Sys		7,000
60500000 5302 Long Term Disability Insurance		60
60500000 5303 Life Insurance Premiums		11
60500000 5304 Workers Compensation Insurance		3,300
60500000 5305 Medicare Tax- Employer's Share		550
60500000 5307 Deferred Comp/Part-Time		139
60500000 5308 Deferred Compensation/Full-tim	20	
60500000 5309 Unemployment Insurance		85
60500000 5310 Section 125 Benefit Allow.		5,000
60500000 6401 Gas and Electric Utilities		2,300
60500000 6402 Telephone/Fax Charges		1,900
60500000 6416 Office Supplies/Expendable		6,000
60500000 6440 Contracted Services		49,000
60500000 6515 Taxes and Assessments	35	-
60500000 6532 Maintenance/Other Supplies		28,500
60500000 7050 Construction/Infrastructure		4,000,000
60500000 8200 Transfer Out	3,744,330	-
TOTAL Amendments Non Housing Bond Proceeds	<u>\$ 3,745,385</u>	<u>\$ 4,142,694</u>
<b>HOUSING BOND FUND 6060</b>		
<i>Expenditures:</i>	Increase	Decrease
60600000 7030 Facilities And Improvements		398,500
60600000 8200 Transfer Out	385,620	-
TOTAL Amendment Housing Bond Fund	<u>\$ 385,620</u>	<u>\$ 398,500</u>

<u>Description</u>	<u>Debit</u>	<u>Credit</u>
<b>PRIOR BONDS PROJECT FUND 6070</b>		
<i>Revenue:</i>	Decrease	Increase
607000000 4355 Transfer In		4,595,933
607000000 4201 Services for Other Agencies		1,000
607000000 6459 Refunds and Reimbursements		1,000
<i>Expenditures:</i>	Increase	Decrease
607000000 5000 Salaries/Full-time	32,000	
607000000 5005 Salaries/Part-time	3,694	
607000000 5105 Salaries/Leave Payout	3,155	
607000000 5300 Public Employee Retirement Sys	7,000	
607000000 5302 Long Term Disability Insurance	60	
607000000 5303 Life Insurance Premiums		
607000000 5304 Workers Compensation Insurance	3,300	
607000000 5305 Medicare Tax- Employer's Share	550	
607000000 5307 Deferred Comp/Part-Time	139	
607000000 5308 Deferred Compensation/Full-tim	145	
607000000 5309 Unemployment Insurance	85	
607000000 5310 Section 125 Benefit Allow.	5,000	
607000000 6401 Gas and Electric Utilities	2,300	
607000000 6402 Telephone/Fax Charges	1,900	
607000000 6416 Office Supplies/Expendable	6,000	
607000000 6440 Contracted Services	49,000	
607000000 6515 Taxes and Assessments	200	
607000000 6532 Maintenance/Other Supplies	28,500	
607000000 6562 Retiree Insurance Premiums	350	
607000000 7050 Construction/Infrastructure	4,400,000	-
<b>TOTAL Amendments Prior Bonds Project Fund</b>	<u>\$ 4,543,378</u>	<u>\$ 4,597,933</u>
<b>DEBT SERVICE FUND 8040</b>		
<i>Expenditures:</i>	Increase	Decrease
804000000 8000 Interest Expense		110,200
804000000 8200 Transfer Out	465,983	-
<b>TOTAL Amendments Debt Svc Fund</b>	<u>\$ 465,983</u>	<u>\$ 110,200</u>



**RESOLUTION NO.**

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

---

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

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

**WHEREAS**, the Agency bond refunding and other activity has created the need to amend the budget for Fiscal Year 2018/2019, and

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

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

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

\*\*\*\*\*

## EXHIBIT AA

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

Budget Appropriations: Res: SHA 18      10/10/18

Mid Year Budget Amendments FY 2018/2019

<u>Description</u>	<u>Debit</u>	<u>Credit</u>
<b>LOW/MOD HOUSING FUND 4020</b>		
<i>Revenue:</i>	<u>Decrease</u>	<u>Increase</u>
40200000 6459 Refunds and Reimbursements		\$ 12,000
<i>Expenditures:</i>	<u>Increase</u>	<u>Decrease</u>
40200000 4434 Grants	\$ 226,000.0	
40200000 6802 Acquisitions		300,000
40200000 7030 Facilities and Improvements	<u>300,000</u>	<u>-</u>
 TOTAL Amendments Low/Mod Housing Fund	 <u>\$ 526,000</u>	 <u>\$ 312,000</u>

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

BOARD MEETING OF: October 10, 2018

AGENDA ITEM NUMBER: 3D

APPROVED BY:



Executive Director

**Subject:** Consideration of a Resolution Approving Execution of Petition including Consent and Waiver Requesting the Annexation of Property to the City of Madera Community Facilities District No. 2005-1 and Authorizing the Mayor to Execute the Petition on behalf of the Agency

**Summary:** The Successor Housing Agency will consider a resolution approving the petition requesting the annexation of the Riverwalk and Adelaide Subdivisions to the City of Madera Community Facilities District No. 2005-1 (Public Services) Annexation No. 4.

### I. HISTORY / BACKGROUND

The Agency has acquired property and is in the process of developing the 12 lot Riverwalk and 19-lot Adelaide subdivision. The tentative maps for both subdivisions have been approved by the City of Madera Council and Planning Commission. A condition of approval was the requirement that the subdivisions be annexed into the City of Madera Community Facilities District No. 2005-1 Annexation No. 4 (CFD). CFDs provide a funding mechanism for public facilities and/or services for various areas. CFDs are established to ensure that new development projects do not solely become the responsibility of the General Fund. Services may include but not limited to streets, sewer systems and other basic infrastructure, police and fire protection.

### II. RECOMMENDATION

Staff recommends the Successor Housing Agency adopt the resolution approving the execution of petition requesting the annexation of property to the City of Madera Community Facilities District No. 2005-01 Annexation No. 4. And authorizing the Mayor to Execute the Petition on behalf of the Agency.

BW

Attachment:  
-Resolution

**RESOLUTION NO. SHA -**

**A RESOLUTION OF THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY APPROVING EXECUTION OF PETITION INCLUDING CONSENT AND WAIVER REQUESTING THE ANNEXATION OF PROPERTY TO THE CITY OF MADERA COMMUNITY FACILITIES DISTRICT NO. 2005-1 ANNEXATION No. 4 AND AUTHORIZING THE MAYOR TO EXECUTE THE PETITION ON BEHALF OF THE AGENCY**

**WHEREAS**, the Successor Housing Agency as the developer of Riverwalk and Adelaide subdivision as appears on the tentative map thereof heretofore approved by the Planning Commission of the City of Madera respectively on January 10, 2017 and June 12, 2018; and

**WHEREAS**, a condition of approval prior to the recording of the final map, all action necessary for the annexation of the subdivisions into Community Facilities District 2005-01 shall have been taken, and

**WHEREAS**, the annexation of the subdivision requires the Housing Agency to submit a petition including consent and waiver requesting the annexation of property to the City of Madera Community Facilities District No. 2005-1 (Public Service) Annexation No. 4.

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

1. The above recitals are true and correct.
2. The petition requesting the annexation of property to the City of Madera Community Facilities District No. 2005-1 Annexation No. 4, a copy of which is on file in the office of the Secretary, is hereby approved.
3. The Mayor is authorized to execute the Petition on behalf of the Successor Housing Agency.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

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

**BOARD MEETING OF:      October 10, 2018**

**AGENDA ITEM NUMBER: 3E**

**APPROVED BY:**



**Executive Director**

**Subject:      Change from Detailed Minutes to Action Minutes for Special Meeting of Madera City Council as the Successor Agency and Successor Housing Agency**

**Summary:      The Successor Agency Recording Secretary will begin preparing action minutes for Special Meeting of Madera City Council as the Successor Agency and Successor Housing Agency meetings.**

**SITUATION**

On June 6, 2018 the City Clerk changed from preparing detailed meeting minutes to action minutes. To be consistent with the City Clerk's recently adopted policy, we felt it was appropriate to implement the change to preparing action minutes instead of detailed minutes for the Special Meeting of Madera City Council as the Successor Agency and Successor Housing Agency meetings. The change will be effective immediately and would include the meeting minutes from July 11, 2018.

If members of the public would like additional information about any of the Special Meeting of Madera City Council as the Successor Agency and Successor Housing Agency meetings, they will be able to hear the meeting in its entirety by going to the audio recording link on the City's website.

Attached and marked as Exhibit A is a sample demonstrating the different versions of the minutes.

**RECOMMENDATION**

This is an informational report. No action is needed.

Attachment(s):  
-Exhibit A

## **EXHIBIT A**

### **SAMPLE AGENDA ITEM PREPARED IN DETAILED MINUTES FORMAT**

**5A. Consideration of a Resolution Approving a Memorandum of Understanding with Madera County through its Department of the Auditor-Controller for Acceptance of Responsibilities of Staffing Countywide Oversight Board for Successor Agencies (City)**

Executive Director Wilson reported at our January meeting he brought forward an item discussing Madera County Auditor Office's request for the City of Madera Successor Agency to provide staff for the consolidated Countywide Oversight Board. We worked with the County and prepared the Memorandum of Understanding (MOU) that states what the responsibilities are going to be. It comes down to preparing the agenda and conducting the meeting. We will be working with Chowchilla to prepare the agenda and go through the process of conducting the meeting and the activities that will take place after the meeting. It is important to note that there will be only one or two Oversight Board Meetings a year and the City of Chowchilla is at the same level of activities as us. We will be reimbursed for staff time or supplies that are used to run the meeting.

No questions or comments were offered.

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

On motion by Council Member Holley, seconded by Council Member Robinson, Resolution Number CC 18-51 was approved unanimously as presented by the following 6/0 vote: Ayes: Council Members Medellin, Rodriguez, Robinson, Foley Gallegos, Oliver and Holley; Noes: None; Abstain: None; Absent: Council Member Rigby.

**CC 18-51 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A MEMORANDUM OF UNDERSTANDING WITH MADERA COUNTY THROUGH ITS DEPARTMENT OF THE AUDITOR-CONTROLLER FOR ACCEPTANCE OF RESPONSIBILITIES OF STAFFING THE COUNTYWIDE OVERSIGHT BOARD FOR SUCCESSOR AGENCIES**

### **SAMPLE AGENDA ITEM PREPARED IN SUMMARY MINUTES FORMAT**

**5A. Consideration of a Resolution Approving a Memorandum of Understanding with Madera County through its Department of the Auditor-Controller for Acceptance of Responsibilities of Staffing Countywide Oversight Board for Successor Agencies (City)**

This report was presented by Executive Director Bob Wilson.

On motion by Council Member Holley, seconded by Council Member Robinson, Item 5A, Res. No. CC 18-51 was adopted unanimously as presented by the following 6/0 vote. Absent: Council Member Rigby.

**CC 18-51 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A MEMORANDUM OF UNDERSTANDING WITH MADERA COUNTY THROUGH ITS DEPARTMENT OF THE AUDITOR-CONTROLLER FOR ACCEPTANCE OF RESPONSIBILITIES OF STAFFING THE COUNTYWIDE OVERSIGHT BOARD FOR SUCCESSOR AGENCIES**



REPORT TO SUCCESSOR AGENCY BOARD  
TO THE FORMER MADERA REDEVELOPMENT AGENCY

SUCCESSOR AGENCY MEETING OF OCTOBER 10, 2018  
AGENDA ITEM NUMBER 3F

APPROVED BY:

  
Finance Department

  
Successor Agency Manager

**SUBJECT:** Investment Activity Report for the Quarter Ending June 30, 2018

**BACKGROUND:** SB 564 requires all local agencies to file reports on the status of their investment portfolio with their governing body. In accordance with our current investment policy and procedures, excess cash balances are maintained in a combination of interest bearing directed investments. Certain cash balances are maintained with local banks to compensate for charges that accrue to our account as a result of the monthly activity that is processed by the bank. Debt proceeds and the interest earned on reserves maintained for debt issues are managed under trust agreements by third party administrators (fiscal agents). These proceeds and earnings are invested until needed to meet the cash requirements of the debt issue from which they originated.

It has been verified that the current investment portfolio is in conformity with the Agency's proposed investment policy. The Treasurer's cash management program provides sufficient liquidity to meet estimated future expenditures for a period of six months. The objectives of our investment policy are to:

- Maintain the safety of the principal invested.
- Maintain a portfolio with sufficient liquidity to enable the city to meet its operating cash requirements.
- Maintain a market rate of return taking into account the investment risk constraints and cash flow characteristics of the portfolio.
- Public Agencies are required to report the market value on the measurement date used for this report.

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

**DISCUSSION:** The Investment Report being presented this evening is for the quarter ended June 30, 2018.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

Approval of the quarterly investment report 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 the Vision Madera 2025 Plan.

City of Madera  
Portfolio Holdings  
Council Investment Report  
Report Format: By Transaction  
Group By: Asset Class  
Average By: Market Value  
Portfolio / Report Group: Report Group: Successor Agency  
As of 6/30/2018

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
<b>Interest Bearing Accounts</b>										
Bank of New York Cash	CASH0340-2	23.42	Cash	10/31/2013	0.000	2,331,044.44	2,331,044.44	2,331,044.44	N/A	1
Bank of New York Cash	CASH0336	0.00	Cash	8/22/2013	0.000	220.07	220.07	220.07	N/A	1
Bank of New York Cash	CASH2544	0.00	Cash	8/22/2013	0.000	124.19	124.19	124.19	N/A	1
Bank of New York Mellon Cash	CASH0371	0.00	Cash	8/22/2013	0.000	32.44	32.44	32.44	N/A	1
Bank of New York MM	MM0342-2	0.00	Money Market	8/31/2013	0.000	0.01	0.01	0.01	N/A	1
Bank of NY Project Redemption Cash	CASH2595-2	0.00	Cash	8/22/2013	0.000	48.49	48.49	48.49	N/A	1
BNY Mellon Cash	CASH2594	0.00	Cash	9/2/2014	0.000	24.14	24.14	24.14	N/A	1
BNY Mellon Cash	CASH0338	0.00	Cash	9/2/2014	0.000	71.90	71.90	71.90	N/A	1
BNY Mellon Cash	CASH0373	0.00	Cash	9/2/2014	0.000	15.50	15.50	15.50	N/A	1
BNY Mellon Cash	CASH2542	0.00	Cash	9/2/2014	0.000	107.91	107.91	107.91	N/A	1
BONY Debt Service Reserve Cash	CASH0375-2	0.04	Cash	6/30/2013	0.000	3,731.76	3,731.76	3,731.76	N/A	1
BONY Debt Service Reserve Cash	CASH0375-1	2.63	Cash	6/30/2013	0.000	262,056.97	262,056.97	262,056.97	N/A	1
BONY Debt Service Reserve Cash	CASH0340-1	0.31	Cash	6/30/2013	0.000	30,947.69	30,947.69	30,947.69	N/A	1
BONY Interest Acct Cash	CASH0337	0.00	Cash	3/3/2014	0.000	330.49	330.49	330.49	N/A	1
BONY Interest Acct Cash	CASH0372	0.00	Cash	3/3/2014	0.000	48.87	48.87	48.87	N/A	1
BONY Project Interest Cash	CASH2540	0.00	Cash	3/3/2014	0.000	157.62	157.62	157.62	N/A	1
BONY Project Interest Cash	CASH2596	0.00	Cash	3/3/2014	0.000	72.75	72.75	72.75	N/A	1
BONY Project Policy Payment Cash	CASH2553	0.00	Cash	6/30/2013	0.000	1.00	1.00	1.00	N/A	1
BONY Project Redemption Cash	CASH2595-1	0.00	Cash	6/30/2013	0.000	1.00	1.00	1.00	N/A	1

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
BONY Project Reserve Account Cash	CASH2593-1	4.79	Cash	6/30/2013	0.000	477,142.04	477,142.04	477,142.04	N/A	1
BONY Project Reserve Account Cash	CASH2543	0.00	Cash	6/30/2013	0.000	1.00	1.00	1.00	N/A	1
BONY Project Reserve Account Cash	CASH2593-2	0.11	Cash	6/30/2013	0.000	11,250.48	11,250.48	11,250.48	N/A	1
Union Bank-Checking Cash	CASH4806	7.37	Cash	6/30/2013	0.000	733,693.77	733,693.77	733,693.77	N/A	1
<b>Sub Total / Average</b>		<b>38.68</b>			<b>0.000</b>	<b>3,851,124.53</b>	<b>3,851,124.53</b>	<b>3,851,124.53</b>		<b>1</b>
<b>Local Agency Investment Fund</b>										
LAIF LGIP	LGIP0001	61.32	Local Government Investment Pool	6/30/2013	1.900	6,104,136.92	6,104,136.92	6,104,136.92	N/A	1
<b>Sub Total / Average</b>		<b>61.32</b>			<b>1.900</b>	<b>6,104,136.92</b>	<b>6,104,136.92</b>	<b>6,104,136.92</b>		<b>1</b>
<b>Total / Average</b>		<b>100</b>			<b>1.165</b>	<b>9,955,261.45</b>	<b>9,955,261.45</b>	<b>9,955,261.45</b>		<b>1</b>

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

BOARD MEETING OF: October 10, 2018  
AGENDA ITEM NUMBER: 3G

APPROVED BY:



Executive Director

**Subject:** Consideration of Resolution Approving Agreement with Fraser & Associates for Services Related to Continuing Bond Disclosure Requirements

**Summary:** The Successor Agency will consider a resolution approving an agreement with Fraser & Associates in an amount of \$3,000 per year.

### **SITUATION**

The Successor Agency requires on-going Continuing Disclosure Services related to its outstanding bond issues. The preparation and posting of annual reports per bond indentures is required for bonds. Fraser & Associates has provided a proposal for disclosure service in the amount of \$3,000 per year beginning March 2019 attached and referred to as Exhibit "B".

### **RECOMMENDATION**

Staff recommends the Successor Agency adopt the resolution approving the Agreement with Fraser & Associates for bond disclosure services in an amount of \$3,000 annually.

BW

Attachments:

- Resolution (Agency)
- Agreement
- Exhibit A & B

RESOLUTION NO. SA

RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, APPROVING AGREEMENT WITH FRASER & ASSOCIATES, FOR CONTINUING BOND DISCLOSURE SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

WHEREAS, the Successor Agency is in need of services relating to the continuing bond disclosure requirements; and

WHEREAS, Fraser & Associates is a firm that is qualified to provide such services; and

WHEREAS, the Agency has prepared an agreement with Fraser & Associates 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, funds are available for this agreement and are included in the ROPS 18-19 as approved by the Oversight Board and the Department of Finance.

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

1. The recitals listed above are true and correct.
2. The Agreement with Fraser & Associates for services related to continuing bond disclosure requirements, 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.

\* \* \* \* \*

## **AGREEMENT FOR CONTINUING DISCLOSURE CONSULTING SERVICES**

This Agreement is made and entered into this 10<sup>th</sup> day of October 2018, by and between the City of Madera Successor Agency to the Former Madera Redevelopment Agency, hereinafter referred to as “**AGENCY**”, and Fraser and Associates, an independent contractor, hereinafter referred to as “**CONSULTANT**”.

### **RECITALS**

WHEREAS, **AGENCY** requires on-going Continuing Disclosure Services (hereinafter referred to as “**Services**”); and,

WHEREAS, **CONSULTANT** represents that it has the qualifications and experience provide such Services; and,

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein contained, **AGENCY** and **CONSULTANT** hereby agree as follows:

### **ARTICLE I** **SCOPE OF SERVICES; TERM**

#### **1.1 General Scope of Services.**

**CONSULTANT** shall provide Services related to **AGENCY**. Services shall be completed in accordance with the annual reporting requirements as outlined in the Official Statements of the respective bond issues and will include, but not be limited to, all other duties and responsibilities as set forth in the Scope of Work attached hereto as Exhibit “A”, and incorporated herein by this reference.

#### **1.2 Non-Exclusive Agreement.**

**CONSULTANT** acknowledges that **AGENCY** may enter into agreements similar to this Agreement with other consultants.

#### **1.3 Term.**

The term of this Agreement shall begin on October 10, 2018, and continue until terminated by **AGENCY** or **CONSULTANT** pursuant to the provisions of this Agreement, for the duration of the bonds, defined to include refundings of the existing bonds.

**ARTICLE II**  
**RESPONSIBILITIES OF CONSULTANT**

**2.1 Control and Payment of Subordinates.**

**AGENCY** retains **CONSULTANT** to provide Services. Any staff provided by **CONSULTANT** will not be considered employees of **AGENCY**. **CONSULTANT** shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. **CONSULTANT** shall be responsible for all reports and obligations with respect to such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

**2.2 Conformance to Applicable Requirements.**

All Services or work product provided by **CONSULTANT** shall be subject to the approval of **AGENCY**.

**2.3 Standard of Care; Licenses.**

All Services to be provided by **CONSULTANT** pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar circumstances in accordance with sound professional practices. **CONSULTANT** represents and warrants to **AGENCY** that it has all licenses, permits, qualifications and approvals that are legally required to practice its profession and to provide the Services hereunder. **CONSULTANT** further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.

**2.4 Project Representatives.**

The **AGENCY** or its designee shall be the Project Representative of **AGENCY** for purposes of this Agreement and may issue all consents, approvals, directives and agreement on behalf of **AGENCY**, called for by this Agreement except as otherwise expressly provided in this Agreement. The engagement partner assigned by **CONSULTANT** shall act as Project Representative for **CONSULTANT** and shall provide management oversight of **CONSULTANT** employees at all times. **CONSULTANT** shall make best efforts to provide continuity of staff to **AGENCY** each year which this agreement is in effect. **AGENCY** retains the right to interview and approve **CONSULTANT** staff assigned to **AGENCY** prior to the start of work.



## 2.5 Accounting Records.

**CONSULTANT** shall maintain complete and accurate records with respect to costs and expenses incurred in the performance of this Agreement. All such records shall be clearly identifiable as being associated with this Agreement. **CONSULTANT** shall allow an authorized representative of **AGENCY**, during normal business hours, to examine, audit, and make transcripts of copies of such records. **CONSULTANT** shall allow **AGENCY** to inspect all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment (or completion of work) under this Agreement.

## **ARTICLE III** **COMPENSATION**

### 3.1 Compensation.

Except as provided in this section, **CONSULTANT** shall receive compensation for all Services rendered under this Agreement at the rates set forth in the schedule of Compensation Rates and Charges attached hereto as Exhibit "B", and incorporated herein by reference. Assigned **CONSULTANT** staff shall not receive compensation for any services provided outside the Scope of Work unless such additional services (hereinafter "Additional Work") are approved in writing by **AGENCY** or its appointed representative prior to **CONSULTANT'S** staff performing the Additional Work.

### 3.2 Payment of Compensation.

**CONSULTANT** shall provide **AGENCY** an annual invoice that indicates the annual reports completed by bond issue by **CONSULTANT**, from the start of each billing period, as appropriate, through the date of the statement. **AGENCY** shall make any payment due within forty-five (45) days after approval of the invoice by **AGENCY**.

### 3.3 Additional Work.

At any time during the term of this Agreement, **AGENCY** may request the **CONSULTANT** perform Additional Work. As used herein, "Additional Work" means any work that is determined by **AGENCY** to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. **CONSULTANT** shall not perform Additional Work until receiving prior written authorization from **AGENCY'S** Project Representative. It is specifically understood and agreed that oral requests and/or approvals of Additional Work shall be barred and are unenforceable. Additional Work shall be billed by **CONSULTANT** to **AGENCY** at rates consistent with the schedule for Additional Work included in Exhibit B.

### 3.4 Amendment of Scope of Work.

**AGENCY** shall have the right to amend the Scope of Work within the Agreement by written notification to **CONSULTANT**. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Failure of **CONSULTANT** to secure **AGENCY'S** written authorization for Additional Work or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate **AGENCY** authorization.

### 3.5 Reimbursement for Expenses

**CONSULTANT** shall not be reimbursed for any expenses unless prior written authorization is obtained from **AGENCY**.

## **ARTICLE IV** **INDEMNIFICATION AND INSURANCE**

### 4.1 Insurance Requirements.

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

#### *Minimum Scope and Limits of Insurance*

Consultant shall maintain limits no less than:

- **\$1,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the Agency and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the Agency, its officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a

period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

#### *Maintenance of Coverage*

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

#### *Proof of Insurance*

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

#### *Acceptable Insurers*

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

#### *Waiver of Subrogation*

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

#### *Enforcement of Contract Provisions (non estoppel)*

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

#### *Specifications not Limiting*

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

#### *Notice of Cancellation*

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

#### *Self-insured Retentions*

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

#### *Timely Notice of Claims*

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

#### *Additional Insurance*

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

### **ARTICLE V** **TERMINATION**

#### **5.1 Notice of Termination.**

**AGENCY** may terminate the whole or any part of this Agreement at any time and without cause by giving sixty (60) days written notice to **CONSULTANT** of such termination, and specifying the effective date thereof. **CONSULTANT** shall discontinue all Services affected by such termination within thirty (30) days of receipt of such notice, unless otherwise instructed by **AGENCY** in writing. **CONSULTANT** may terminate this agreement by giving the **AGENCY** sixty (60) days written notice.

#### **5.2 Termination Without Cause.**

If **AGENCY** terminates this Agreement without cause, **CONSULTANT** shall be paid for Services performed through the date of termination, upon receipt of written documentation of said Services by **AGENCY**. **CONSULTANT** shall be paid within sixty (60) days of **AGENCY'S** receipt of **CONSULTANT'S** invoice. Such payment shall include a pro- rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed Services.

#### **5.3 Termination for Cause.**

Should **CONSULTANT** default in the performance of any covenant, condition, or agreement contained in this Agreement and the default is not cured within thirty (30) days after written notice of the default is served on **CONSULTANT** by **AGENCY**, then

**AGENCY**, in addition to any other remedies at law or equity, may terminate this Agreement. **CONSULTANT** shall be compensated for Services that have been completed and accepted by **AGENCY**. **CONSULTANT** shall be liable to **AGENCY** for any reasonable additional costs incurred to correct or cure unsatisfactory work performed by **CONSULTANT** that, at **AGENCY'S** discretion, must be revised, in part or in whole, to complete the Project.

#### 5.4 Procurement of Similar Services.

In the event this Agreement is terminated as provided by this Article, with or without cause, in whole or in part, **AGENCY** may procure, any and all services as may be necessary to complete the Project.

#### 5.5 Work Product.

Upon termination of this Agreement, **AGENCY** may require **CONSULTANT** to provide all finished or unfinished documents, data, studies, drawings, reports, etc., prepared by the **CONSULTANT'S** assigned staff in performance of this Agreement.

**ARTICLE VI**  
**GENERAL PROVISIONS**

6.1 Notices.

All notices and written communications sent by one party to the other shall be personally delivered or sent by registered or certified U.S. Mail postage prepaid, return receipt requested to the following addresses indicated below:

IF TO AGENCY:                      Bob Wilson  
   Executive Director  
   City of Madera Successor Agency  
   428 E. Yosemite Avenue  
   Madera, CA 93638

TO CONSULTANT:                 Donald J. Fraser  
   President  
   Fraser and Associates  
   225 Holmfirth Court  
   Roseville, Ca 95661

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service, or 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark.

6.2 Entire Agreement.

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreement whether verbal or written, concerning the same subject matter. This Agreement may be modified in writing and must be signed by both parties.

6.3 Successors and Assigns.

This Agreement shall be binding on the successors and assigns of the parties. This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

6.4 Subcontracts.

**CONSULTANT** shall not subcontract any portion of the work required by this Agreement without prior written approval of **AGENCY**. All approved subcontracts, if any, shall be accomplished by a written instrument. Such instrument shall contain an expressed assumption by the subcontractor of all conditions and terms and covenants contained in this Agreement.

#### 6.5 Equal Opportunity Employment.

**CONSULTANT** represents that it is an equal opportunity employer and shall not discriminate either directly or indirectly against an employee or applicant for employment with **CONSULTANT** on the basis of race, color, religion, national origin, ancestry, sexual preference, sex or age. **CONSULTANT** shall also take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, national origin, ancestry, sexual preference, sex, age, or other prohibited grounds.

#### 6.6 Attorney's Fees.

If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover reasonable attorney's fees and costs of suits.

#### 6.7 Governing Law.

This Agreement shall be governed by and construed with the laws of the State of California. Any Action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Orange.

#### 6.8 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

#### 6.9 Right to Employ Other Consultants.

**AGENCY** reserves the right to employ other consultants in connection with this Project.

#### 6.10 Covenant Against Contingent Fees.

**CONSULTANT** warrants that he/she/it has not employed or retained any company or person, other than a bona fide employee working with **CONSULTANT**, to solicit or secure this Agreement, and that he/she/it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, **AGENCY** shall have the right to annul this Agreement without liability or, in its discretion to deduct from **CONSULTANT'S**



compensation provided under this Agreement, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### 6.11 Conflict of Interest.

**CONSULTANT** covenants that he/she/it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. **CONSULTANT** further covenants that in the performance of this Agreement, **CONSULTANT** shall not employ any person having any such conflict of interest.

#### 6.12 Statement of Economic Interest.

If **AGENCY** determines **CONSULTANT** comes within the definition of **CONSULTANT** under the Political Reform Act (Government Code §87100 et. seq.), **CONSULTANT** shall complete and file and shall require any other person doing work under this Agreement, to complete and file a "Statement of Economic Interest" with the **AGENCY** disclosing **CONSULTANT** and/or such other person's financial interests.

#### 6.13 No Waiver of Breach; Time.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

#### 6.14 Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

#### 6.15 Taxes.

**CONSULTANT** agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. **CONSULTANT** agrees to indemnify and hold **AGENCY** harmless from any liability which it may incur to the United States or to the State of California as a consequence of **CONSULTANT'S** failure to pay, when due, all such taxes and obligations.

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6.16 Compliance With Law.

**CONSULTANT** shall comply with applicable federal, state and local laws, rules and regulations affecting the **CONSULTANT** and his/her/its work hereunder.

6.17 Title to Documents.

Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by **CONSULTANT** under the Agreement shall be vested in **CONSULTANT**, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of **AGENCY**. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to **AGENCY** without restriction or limitations on their use. **CONSULTANT** will retain copies of the above described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of **AGENCY** during the term of this Agreement or until ninety (90) days after receipt of final payment from **AGENCY**.

6.18 Validity.

The validity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

6.19 Headings.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

6.20 Counterparts.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement.

6.21 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so; the Parties hereto are formally bound to the provision of this Agreement.

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

**AGENCY:**

THE CITY OF MADERA SUCCESSOR AGENCY

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MAYOR

**CONSULTANT:**

FRASER & ASSOCIATES

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PRESIDENT

## **EXHIBIT "A" SCOPE OF WORK**

The **CONSULTANT** will be expected to provide full annual continuing disclosure reporting for the **AGENCY'S** outstanding bond transactions as required by the Securities Exchange Commission's Rule 15c2-12 and in accordance with the specific disclosure reporting requirements detailed in each respective bond transcript. Specifically, **CONSULTANT** will:

1. Collect the necessary financial and statistical information necessary from **AGENCY** staff, auditors or any other source as required.
2. Transmit the annual report for each bond transaction listed below to the Municipal Securities Rulemaking Board's (MSRB) nationally recognized data repository known as EMMA.

The **CONSULTANT** will provide Services as described in this agreement for the following bond transaction(s):

\$11,215,000

Madera Public Financing Authority Water  
Revenue Bonds Series 2010

\$31,445,000

Successor Agency to the Former Madera Redevelopment Agency  
Tax Allocation Refunding Bonds Series 2018A

\$4,065,000

Successor Agency to the Former Madera Redevelopment Agency  
Tax Allocation Refunding Bonds Series 2018B

Services for future bond transactions may be added to this project with the mutual agreement of the **AGENCY** and the **CONSULTANT**.

## EXHIBIT B



### **Property Tax and Financial Consulting**

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225 Holmfirth Court  
Roseville CA 95661

Phone: (916) 791-8958  
FAX: (916) 791-9234

September 20, 2018

Mr. Bob Wilson  
City of Madera  
205 W. 4<sup>th</sup> Street  
Madera, CA 93637

**Dear Mr. Wilson:**

Per our discussion, Fraser & Associates is pleased to provide this proposal for disclosure services to the City of Madera and its Successor Agency (Agency). The City and Agency are requesting assistance in the preparation of annual reports that must be provided for bonds that were issued.

We will provide the following reports:

1. City Annual Report for the Water Revenue Bonds Series 2010
2. Agency Annual Report for the Series 2018 Bonds

Both reports will include all data required under the Continuing Disclosure Agreements. In addition, the City has a private placement bond issue for Water and Wastewater that requires sending audited financial information and a copy of the City budget to TPB Investments. We will provide reminders to send those documents as part of our service.

Services shall be compensated on a time and materials basis in conformance with the following rate schedule.

President	\$250 per hour
Associate	140 per hour
Secretarial/Administrative	70 per hour

Fraser & Associates shall also be compensated for expenses incurred in the performance of services to the Agency. Expenses include, but are not limited to: authorized travel; mileage at the current IRS rate per mile or equivalent rental car fee; copy expenses; shipping and messenger services; long distance phone calls; and other similar expenses.

**FA FRASER & ASSOCIATES**

Mr. Bob Wilson

09/20/18

Page 2

We estimate a fee of approximately \$1,500 for the City Annual Report and \$3,000 for the Successor Agency Annual Report inclusive of expenses and time required to post the reports, along with the City's annual audited financial report, on EMMA. This is the estimated fee for the reports due in March of 2019, and future fees may increase based on inflation and hourly rate adjustments.

Fraser & Associates appreciates the opportunity to submit this proposal and looks forward to working with you again. Please let me know if you have any questions.

Sincerely,

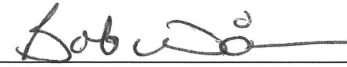
A handwritten signature in black ink, appearing to read "Donald J. Fraser". The signature is fluid and cursive, with a large initial "D" and "F".

Donald J. Fraser

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

BOARD MEETING OF: October 10, 2018  
AGENDA ITEM NUMBER: 3H

APPROVED BY:



Executive Director

**Subject:** Consideration of a Resolution Approving an Agreement with Pacific Gas & Electric, Related to the Installation of Gas and Electric Facilities for the Riverwalk Subdivision Project

**Summary:** The Successor Housing Agency will consider a resolution approving an agreement with Pacific Gas & Electric in an amount not to exceed \$170,864.88.

### SITUATION

The twelve lot Riverwalk Subdivision was purchased prior to dissolution. One of the few remaining items to complete the subdivision is the installation of the gas, electric, telephone and cable TV for residential lots. Concerning PG&E the project was selected as applicant (Agency) design with PG&E doing the installation. The Agency had previously contracted with California Utility Consultants, Inc. (CUC) for engineering design and project coordination with PG&E. The Agency along with CUC submitted the application and design to PG&E.

California Pacific Gas & Electric has submitted an agreement for services related to construction of work associated with the installation per the design submitted. The agreement offers two payment options. For discussion we will call them Option 1 and Option 2:

- Option 1: 10-Year Refundable Advance Option Gas and Electric in the amount of \$242,481.60.
- Option 2 Non-Refundable 50 percent Discount Option for Gas and Electric in the amount of \$170,864.88.

CUC has recommended that the Agency select Option 2, the Non-Refundable 50 Percent Discount Option in the amount of \$170,864.88. Under the refundable payment Option 1 the agency would receive refunds as meters get set. Option 2 is preferred over Option 1 as the amount of the refunds does not offset the higher cost paid at the onset. Option 2 is preferable due to the cost savings.

### RECOMMENDATION

Staff recommends the Successor Housing Agency adopt the resolution approving the Agreement with Pacific Gas & Electric selecting the Non-Refundable 50 percent Discount Option in an amount not to exceed \$170,864.88.

BW

Attachments:  
-Resolution (Housing Agency)  
-PGE Contract Exhibit



RESOLUTION NO.

A RESOLUTION OF THE CITY OF MADERA AS SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH PACIFIC GAS & ELECTRIC FOR SERVICES RELATED TO THE INSTALLATION OF GAS AND ELECTRIC FACILITIES FOR THE RIVERWALK SUBDIVISION PROJECT IN MADERA, CALIFORNIA AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE AGENCY

WHEREAS, the Successor Housing Agency of the Former Madera Redevelopment Agency is in need of services related to the installation of gas, electric, phone, and CATV facilities for the Riverwalk Subdivision Project, hereinafter referred to as the "Project"; and

WHEREAS, the Agency has provided Pacific Gas & Electric the engineering designs and plans for the required construction services; and

WHEREAS, Pacific Gas & Electric has prepared an Agreement (the "Agreement") for the installation of required utilities per the designs and plans as provided and such Agreement is on file in the office of the Executive Director of the Successor Housing Agency of the Former Madera Redevelopment Agency and referred to for more particulars; and

WHEREAS, the Successor Housing Agency of the Former Madera Redevelopment Agency desires to contract with Pacific Gas & Electric for such services in an amount not to exceed \$170,864.88.

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

1. The recitals listed above are true and correct.



2. The Agreement for Construction Services with Pacific Gas & Electric for the Riverwalk Subdivision Project as described above is approved.

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

4. This resolution is effective immediately upon adoption.

\* \* \* \* \*



## Customer Payment Coupon

CITY OF MADERA, A Government Agency

428 E. YOSEMITE  
MADERA CA 93638

### For Internal Use

Notification #	114149011
Contract #	1243935
E-PM #	
G-PM #	31384845
E-Prior MLX/PM#	
G-Prior MLX/PM#	2018
Customer #	1996726

## Customer Payment Summary

RIVERWALK, MADERA, 93636

Please pay the total amount due that corresponds to the option you select on page two of the enclosed extension agreement and enclose payment.

Payment Options		Total Due
10-Year Refundable Advance Option Gas and Electric	\$242,481.60	\$242,481.60
Non-Refundable 50 percent Discount Option for Gas and Electric	\$170,864.88	\$170,864.88
10-Year Refundable Advance Option for Gas and Non-Refundable 50 percent Discount Option for Electric	\$242,481.60	\$242,481.60
Non-Refundable 50 percent Discount Option for Gas and 10-Year Refundable Advance Option for Electric	\$170,864.88	\$170,864.88

Please pay the total amount due that corresponds to the option you select on page two of the enclosed extension agreement.

## Important Payment Information

### To complete your contract ONLINE

- Follow the instructions provided with your electronic contract
- Submit payment at [pge.com/contractpayments](http://pge.com/contractpayments)

### To complete your contract BY MAIL

- Please make check payable to: **PG&E** or **Pacific Gas and Electric**
- Complete, sign and return the enclosed agreement(s), the SACAC form and this customer payment coupon with your payment
- Remit payment and SACAC form to:**  
PG&E CFM/PPC Department  
PO BOX 997340  
Sacramento, CA 95899-7340

### IMPORTANT MESSAGE

Please review the enclosed information and total due.

If you complete your contract ONLINE, a copy will be saved to your Customer Connections Online (CCO) account at [pge.com/cco](http://pge.com/cco).

To learn more about PG&E's gas and electric safety initiatives and resources please visit [pge.com/safety](http://pge.com/safety).

### Have Questions?

**Please Call 1-800-422-0436**



114149011G





# Gas and Electric Extension Agreement\*

September 13, 2018

CITY OF MADERA, A Government Agency

428 E. YOSEMITE  
MADERA CA 93638

Re: RIVERWALK, MADERA, 93636

Dear ANDREW MEDELLIN

We are writing to let you know Pacific Gas and Electric Company (PG&E) will extend its facilities to provide the requested gas and electric service to the project address listed above. PG&E's costs have been developed based on the choices and information provided in your application and may change if you make changes. This letter, including PG&E's tariffs, which are incorporated by reference below, will serve as our contract. As required by the California Public Utilities Commission (CPUC), special facilities will be handled in a separate contract. Please complete the following four steps to execute this contract.

## 1 Review the following work responsibilities and cost information.

Work To Be Done By	GAS MAIN		GAS SERVICE		ELECTRIC DISTRIBUTION			ELECTRIC SERVICE		
	Trench	Pipe	Trench	Pipe	Trench	Substr.	Facilities	Trench	Substr.	Facilities
PG&E	X	X	X	X						
Customer										

	GAS	ELECTRIC
<b>Total non-refundable project costs</b>	<b>\$101,687.79</b>	<b>\$0.00</b>
<b>Refundable extension costs</b>	<b>\$143,233.43</b>	<b>\$0.00</b>
Allowances (credit)	- \$0.00	- \$0.00
<b>Net refundable amount</b>	<b>= \$143,233.43 =</b>	<b>\$0.00</b>
<b>10 YEAR REFUNDABLE OPTION</b>		
<b>Net refundable amount</b>	<b>\$143,233.43</b>	<b>\$0.00</b>
Credit for value of design and/or facilities provided by applicant	- \$2,439.63	- \$0.00
<b>Total non-refundable project costs</b>	<b>+ \$101,687.79 +</b>	<b>\$0.00</b>
<b>Total (if you select this option)</b>	<b>= \$242,481.60 =</b>	<b>\$0.00</b>
<b>NON-REFUNDABLE 50% DISCOUNT OPTION</b>		
<b>Net refundable amount</b>	<b>\$143,233.43</b>	<b>\$0.00</b>
Discount: 50% of Net refundable amount	- \$71,616.72	- \$0.00
Credit for value of design and/or facilities provided by applicant	- \$2,439.63	- \$0.00
<b>Total non-refundable project costs</b>	<b>+ \$101,687.79 +</b>	<b>\$0.00</b>
<b>Total (if you select this option)</b>	<b>= \$170,864.88 =</b>	<b>\$0.00</b>
<b>Potential refund per residential lot/unit</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Potential reimbursement per service completion</b>		
Pressurized or energized system	\$0.00	\$0.00
Not pressurized or energized system	\$0.00	\$0.00
<b>Reimbursement for other work performed</b>	<b>\$713.12</b>	<b>\$0.00</b>

All amounts include the Income Tax Component of Contribution (ITCC) PG&E is required to charge customers, where applicable.

## For Internal Use

Notification #	114149011
Contract #	1243935
E-PM #	
G-PM #	31384845
E-Prior MLX/PM#	
G-Prior MLX/PM	2018
Customer #	1996726

## DEFINITIONS AND EXPLANATION OF TERMS

### (For more detail see rules 15 and 16):

**Total non-refundable project costs** include costs for work such as electric trench and excavation, conduits, inspections, streetlights, conversion from overhead to underground and contract processing.

**Refundable extension costs** include costs for facilities such as electric conductor, transformers and poles; gas pipe, gas share of distribution trench and regulators; and meters.

**Allowances** are a credit against refundable extension costs. They are based upon the number of residential units expected to be connected within the first six months and the expected annual non-residential net (distribution) revenue from your project.

Allowances granted under either option are subject to **deficiency billing** if the number of residential units connected or the annual non-residential net revenue falls below the forecast used to calculate the allowances.

**Net refundable amount** is the portion of overall costs eligible for refund to you based upon additional residential meters being set or upon increases in non-residential annual net (distribution) revenue. A cost-of-ownership charge is assessed against the Net refundable amount (except for individual residential applicants) per Rule 15.

**Potential refund per residential lot/unit** is for those lots/units for which you did not already receive an allowance (i.e., units not expected to be connected in the first six months). Any refunds may be decreased or eliminated by cost-of-ownership charges assessed under the provisions of Rule 15.

**Potential reimbursement per service completion** is the amount to which a customer may be entitled for performing certain service connection work PG&E would otherwise perform when installing service extensions and are not to be confused with refunds.

**Reimbursement for other work performed** is the amount to which a customer may be entitled for performing certain work (other than service completions) that normally is PG&E's responsibility.



114149011G





## Gas and Electric Extension Agreement\*

### 2 Select one of the following payment options.

- ☐ 10-Year Refundable Option for Gas and Electric
- ☐ Non-Refundable 50 Percent Discount Option for Gas and Electric
- ☒ 10-Year Refundable Option for Gas and Non-Refundable 50 Percent Discount Option for Electric
- ☒ Non-Refundable 50 Percent Discount Option for Gas and 10-Year Refundable Option for Electric

Gas	Electric	Advance	Total Due
\$242,481.60	\$0.00	\$0.00	\$242,481.60
\$170,864.88	\$0.00	\$0.00	\$170,864.88
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

### 3 Review these important terms and conditions.

This Gas and Electric Extension Agreement is controlled by, and incorporates by reference, PG&E's tariffs, including Gas and Electric rules 2, 15, and 16; the Distribution and Service Extension Agreement-Provisions (Form 62-0982) and the General Terms & Conditions for Gas and Electric Extension & Service Construction by Applicant (Form 79-716), all as approved and authorized by the CPUC. This agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

You can view PG&E's tariffs online at [pge.com/tariffs](http://pge.com/tariffs) or contact the PG&E representative listed below. Additional details underlying the amounts shown in this agreement, as well as the calculation of allowances, refunds or deficiency bills can also be provided by your local PG&E representative.

### 4 After completing steps 1, 2 and 3 and having checked one, but only one, of the four payment options above, please complete and return the following items to PG&E.

- Sign and return this contract as indicated below.
- Submit the Payment Coupon with Total Due based on your option selected.
- Sign and return the enclosed Statement of Applicant's Contract Anticipated Costs (SACAC) [Form 79-1003] (explanation in box to the right).

Please provide your payment and required forms within 90 days from 13-SEP-18.

PG&E is not bound by the costs set forth above if payment and the signed forms are not received by PG&E within 90 days.

If you have any questions, please contact Monique Chaidez at 559-263-5779 or by email at [MKR4@pge.com](mailto:MKR4@pge.com)

#### Pacific Gas and Electric Company

This contract has been reviewed and approved by:

Nikol MacPherson

Nikol MacPherson  
Service Planning Supervisor

#### Customer

Agreed and accepted by:

CITY OF MADERA, A Government Agency

Authorized Signatory ANDREW MEDELLIN  
Title \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_

#### ADDITIONAL INFORMATION

##### What is the SACAC form

Under PG&E's rules 15 and 16 you have a choice: you can perform the work yourself, hire a qualified contractor to perform the work or hire PG&E to do the work. We are required by the CPUC to provide you with PG&E's costs.

This form identifies our cost for the refundable service that is PG&E's responsibility to install. PG&E's costs were developed based on your choices within the application and may change if you change that choice.

##### How do I fill out the SACAC?

If you want to do this work yourself or have a qualified contractor do this work, please enter your estimated costs in the section of the SACAC form entitled "Applicant Costs" or check the box in the section entitled "Applicant's Election Not To Provide Costs," sign and return to PG&E. PG&E will send you a revised agreement by return mail only if you choose to provide your estimated costs.

If you want PG&E to do this work, please check the section "Applicant's Election Not to Provide Costs," sign and return the SACAC form along with a check for the Total Due based on the option you selected above.

You must return the completed SACAC form to PG&E regardless of who you choose to do the work.

**Please follow payment instructions found on your Payment Coupon.**



114149011G





## STATEMENT OF APPLICANT'S CONTRACT ANTICIPATED COSTS.\*

Project Name: RIVERWALK SUBDIVISION

Project Location: RIVERWALK, MADERA, 93636

Notification Number: 114149011

PM Number(s): (Gas) 31384845 (Electric)

### APPLICANT COSTS

The following statement must only include the contracted anticipated installed costs of facilities installed by the Applicant that are refundable and that are PG&E's responsibility under its tariffs.

The costs provided by the Applicant must be taken from the Applicant's contract with its contractor. If the Applicant will be performing the work itself, the Applicant must also complete and sign this form.

The Applicant's statement of costs will be compared with PG&E's estimated installed costs of the same facilities, the lower of which will be used to determine the amount subject to allowances and refunds in accordance with the provisions of PG&E's Gas and Electric Rules 15 and 16.

If the Applicant chooses not to provide its costs, it must complete the last section of this form. Until the Applicant either provides the refundable cost from its contract with its contractor (or its own cost, if applicable), or returns this form indicating that it will not do so, PG&E will not proceed with any work on the Applicant's project.

#### GAS

##### Residential Service Facilities:

Applicant: \$ \_\_\_\_\_

PG&E: \$7,914.98

Number of gas service: 12 Stubs: 0

#### ELECTRIC

##### Residential Service Facilities:

Applicant: \$ \_\_\_\_\_

PG&E: \$0.00

Number of Electric service: 0

- Applicant's statement of costs include: overhead or underground service conductors, poles, service transformers, connection fittings, service pipe, valves, service connections, and other PG&E-owned service equipment, as detailed in Gas and Electric Rule 16.
- Applicant's statement of costs DOES NOT include: inspection fees, nonresidential service costs, regulators, or PG&E-owned metering equipment.



114149011G

**GAS**

**Gas Distribution Facilities  
and Non-Residential Service Services:**

Applicant: \$ \_\_\_\_\_

PG&E: \$14,073.45

**ELECTRIC**

**Electric Distribution Facilities  
and Non-Residential Service Services:**

Applicant: \$ \_\_\_\_\_

PG&E: \$0.00

**GAS DISTRIBUTION TRENCH**

Applicant: \$ \_\_\_\_\_

PG&E: \$55,299.65

- Applicant's statement of costs include: cables, switches, transformers, distribution main, valves, regulators, nonresidential service costs, and other distribution facilities required to complete the distribution line extension, as detailed in Gas and Electric Rule 15 as PG&E's responsibility.
- Applicant's statement of costs DOES NOT include: inspection fees, tie-in of system by PG&E, distribution substructures, electric trench, conduits, feeder conduits, or protective structures, as detailed in Gas and Electric Rule 15.

**I declare under penalty of perjury that the foregoing is true and correct.**

☐ **APPLICANT'S ELECTION NOT TO PROVIDE COSTS:** (if this option selected, box must be checked)

I choose not to provide to the utility my refundable costs for this project as taken from my contract with my contractor, or as performed by myself, and acknowledge that PG&E will use its estimate of the refundable costs for this project in the contract between it and me.

Executed on \_\_\_\_\_ at **MADERA, CA**  
(Date) (City)

By:

Print Applicant Name: **ANDREW MEDELLIN**

Signed: \_\_\_\_\_

Title: \_\_\_\_\_



114149011G

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

BOARD MEETING OF: October 10, 2018

AGENDA ITEM NUMBER: 4A

APPROVED BY:



Executive Director

**Subject:** Discussion and Direction Concerning Future Use of 428 East Yosemite Avenue  
Office of Successor Agency to the Former Madera Redevelopment Agency

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**RECOMMENDATION:** The Successor Agency Board discuss and provide direction concerning the future use of the building at 428 East Yosemite Avenue.

**DISCUSSION:** Recently Code Enforcement moved from 428 East Yosemite Avenue to the Police Department. At this time the building is vacant except for the winding down of the Successor Agency. It is prudent at this time to look at the future use of the building. The building has 7,500 square feet on the first floor. The second floor has two storage areas totaling approximately 1,160 square feet.

Staff is ready to take direction on whatever option Council feels most desirable. A few examples of future use would include the move of another City function into the building, a lease or sale.



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

BOARD MEETING OF: October 10, 2018  
AGENDA ITEM NUMBER: 5A

APPROVED BY:



Executive Director

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

**Summary:** The Successor Agency will consider a resolution approving a sales agreement for property located at 121 & 125 North "C" Street (APN 007-112-014 & 015). The buyer is MORES and the sales price is \$96,000.00.

### HISTORY/BACKGROUND

In FY 2007-08 the Redevelopment Agency purchased with non-housing bond proceeds the vacant parcels known as 121 & 125 North C Street. The properties are included in the Successor Agency's Long Range Property Management Plan (LRPMP), Exhibit C as approved by DOF. The LRPMP specifies that the property would be sold at fair market value. Funds derived from the sale of properties purchased with bond funds must be deposited back into the bond fund to be utilized in accordance with the bond covenants. An appraisal has been prepared by F. Dean Rollins and determined the fair market value to be \$96,000.00 (\$48,000.00 per lot).

### SITUATION

A low income affordable multi-family housing project has been discussed and a wide range of local Agencies have come together to form a partnership with the project being spear headed by MORES and the Housing Authority. In order to move forward with the low income housing project MORES has requested to purchase the property from the Successor Agency at the asking price of \$96,000.00.

### RECOMMENDATION

Staff recommends the following actions:

1. Successor Agency adopt the resolution approving the sale of property at 121 & 125 North "C" Street to Madera Opportunities for Resident Enrichment and Services, Inc. The sales price is \$96,000.00 (\$48,000.00 per lot).
2. The City Council adopt the resolution approving the sale of properties at 121 and 125 North "C" Street to Madera Opportunities for Resident Enrichment and Service, Inc. and making related findings. The sales price is \$96,000.00 (\$48,000.00 per lot).

Attachments:

- Resolutions (Successor Agency & City)
- Agreement for Purchase and Sale of Real Property

RESOLUTION NO.

RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, APPROVING AGREEMENT WITH MADERA OPORTUNITIES FOR RESIDENT ENRICHMENT AND SERVICES, INC. FOR THE PURCHASE AND SALE OF REAL PROPERTY KNOWN AS 121 & 125 NORTH "C" STREET, IN THE CITY OF MADERA AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT, GRANT DEED AND ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE TRANSACTION ON BEHALF OF THE SUCCESSOR AGENCY

WHEREAS, the Successor Agency to the Former Madera Redevelopment Agency (the "Agency") has offered for sale to Madera Opportunities for Resident Enrichment and Services, Inc. (the "Buyer"), two parcels of land (the "Property") in the City of Madera; and

WHEREAS, the Property is more specifically described in the Agreement For Purchase and Sale of Real Property and Escrow Instructions (the "Agreement") on file in the Office of the Executive Director and referred to for more particulars; and

WHEREAS, the Property disposition was identified in the Agency's Long-range Property Management Plan, Exhibit "C" approved by DOF on March 6, 2015; and

WHEREAS, the purchase price of \$96,000.00 to be paid for the Property under the terms of the Agreement is determined to be consistent with the fair market value of the Property; and

WHEREAS, the use of the Property is consistent with the General Plan of the City of Madera.

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

1. The above recitals are true and correct.
2. The Agreement between the Agency and Madera Opportunities for Resident Enrichment and Services, Inc., is approved in the amount of \$96,000.00, and a copy of said agreement can be found in the office of the Executive Director of the Agency for more particulars.

3. The Mayor of the City of Madera is authorized to execute the Agreement on behalf of the Agency as well as all other documents necessary to perfect the acquisition of the Property and to accept the Property which is deeded to the Agency in accordance with the Agreement.

4. The Executive Director of the City of Madera Successor Agency to the Former Madera Redevelopment Agency is directed to take all steps necessary to convey the Property in accordance with the Agreement.

5. This resolution is effective immediately upon adoption.

\* \* \* \* \*

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING SALE OF PROPERTIES KNOWN AS 121 AND 125 NORTH "C" STREET ACQUIRED BY TAX INCREMENT BY THE FORMER MADERA REDEVELOPMENT AGENCY AND MAKING FINDINGS RELATED THERETO

WHEREAS, the City of Madera, as Successor Agency to the Former Madera Redevelopment Agency (the "Agency") is involved in the elimination of blight; and

WHEREAS, the Agency has acquired certain properties specifically described on Exhibit "A" attached hereto and generally described as 121 and 125 North "C" Street (the "Subject Property") and removed the blighting conditions located on such property and prepared it for sale; and

WHEREAS, the sale price for the Subject Properties are not less than the fair market reuse value of the parcel; and

WHEREAS, a public hearing concerning sale was duly noticed and came on for hearing on October 10, 2018; and

WHEREAS, the use of the Property is consistent with the General Plan of the City of Madera.

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

1. The above recitals are true and correct
2. The consideration to be paid for the Subject Property is not less than the fair market reuse value at its highest and best use in accordance with the Former Madera Redevelopment Agency Redevelopment Plan.
3. The sale of the Subject Property is hereby approved.

4. This resolution is effective immediately upon adoption.

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## **AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS**

The Successor Agency to the Former Madera Redevelopment Agency, a body corporate and politic, hereinafter called the "Agency," agrees to sell to Madera Opportunities for Resident Enrichment and Services, In., a California nonprofit public benefit corporation, hereinafter called the "Buyer," the real property described in Exhibit "A" attached hereto (the "Subject Property").

1. The purchase price for the Subject Property shall be the sum of Ninety Six Thousand and no/one hundredths dollars (\$96,000.00) as just compensation therefor.

2. Agency represents and warrants that it has the authority to make the agreement herein made, and that it holds fee title to the Subject Property.

3. The sale shall be completed through an escrow to be opened by Chicago Title Company, 601 W. Yosemite Avenue, Madera, CA 93637 (the "Title Company"). Said escrow shall be opened upon the following terms and conditions, and Agency and Buyer by their signature to this Agreement make this section their escrow instructions:

a. It is the intent of the parties to this Agreement that the Agency will place into escrow a grant deed to the Subject Property in favor of the Buyer. The Buyer will place into escrow, funds in the amount of the Purchase Price and any costs to be paid by the Buyer.

b. The escrow fee, cost of policy of title insurance, recording fees (if any), and all other closing costs shall be paid by Agency. Agency will pay any cost to clear the title to the Subject Property prior to the recording of the grant deed conveying the property to the Buyer.

c. Buyer shall deposit the sums specified in Paragraph 1 of this Agreement together with an amount equal to its share of the closing costs in escrow upon receipt of a demand and statement from Title Company therefor.

d. Agency shall deposit a duly executed grant deed sufficient to convey to Buyer marketable fee simple title to the Subject Property free and clear of all recorded and unrecorded deeds of trusts, liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

(1). Quasi-public utility, public alley, public street easements, and rights of way of record.

e. It is understood that Agency shall be responsible for the payment of all current, delinquent and unpaid taxes, penalties, redemptions, and costs allocable to the Subject Property for all periods prior to close of escrow. Any taxes which have been paid by Agency, prior to opening of this escrow, shall not be prorated between Buyer and Agency. There will be no reimbursement of any taxes to Agency.

f. Disbursements to be in the amounts, at the times, and in all respects in accordance with the terms and conditions and subject to the limitations of this Agreement.

g. Agency shall provide a duly executed grant deed and Buyer shall submit to Title Company the amounts required to be paid by Buyer, and Title Company shall record the grant deed in favor of the Buyer within 30 days from the date of both parties' compliance with the terms of this Agreement. Should a party not be able to comply with the terms of this Agreement and escrow instructions and the property is not conveyed within said period of time, a fifteen day extension for compliance with the terms of escrow may be granted by the other party hereto. Such extension in order to be effective must be in writing and filed with the Title Company before the expiration of the time of performance and terms of escrow required herein.

4. Agency shall vacate the property immediately upon close of escrow and Buyer shall have the immediate right of possession of such property.

5. Agency shall vacate the property immediately upon close of escrow and Buyer shall have the immediate right of possession of such property.

6. Agency hereby grants to Buyer, or its authorized agents, permission to enter upon the Subject Property at all reasonable times prior to close of escrow for the purpose of making necessary or appropriate inspections.

7. Loss or damage to the Subject Property or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the Deed shall be at the risk of Agency. In the event that loss or damage to the Subject Property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the Deed, Buyer may elect to require that the Agency pay to Buyer the proceeds of any insurance which may become payable to Agency by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the total price by an amount equal to the diminution in value of the Subject Property by reason of such loss or damage or the amount of insurance payable to Agency, whichever is greater.

8. To the best of Agency's knowledge the Subject Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environmental Quality Act, and the rules regulations, and ordinances of the city within which the Subject Property is located, the California Department of Health Service, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection City, and all applicable federal, state, and local agencies and bureaus.

9. Agency hereby warrants, represents and/or covenants to Buyer that:

a. To the best of Agency's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Subject Property or any portion thereof, at law, or in equity before any court or governmental City, domestic or foreign.

b. To the best of Agency's knowledge, there are no encroachments onto the Subject Property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.

c. Until the closing, Agency shall maintain the Subject Property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the Subject Property.

d. Until the closing, Agency shall not do anything which would impair Agency's title to any of the Subject Property.

e. To the best of Agency's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which the Subject Property may be bound.

f. Until the closing, Agency shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Warranties, Representations, and Covenants of Agency Section not to be true as of closing, immediately give written notice of such fact or condition to Buyer.



10. Time is of the essence of each and every term, condition, and covenant hereof.

11. Buyer acknowledges it is purchasing the Subject Property **as is** and Agency does **not** warrant that the Subject Property is free from any hazardous materials.

12. Time is of the essence of each and every term, condition, and covenant hereof.

13. It is understood and agreed that upon the execution of this Agreement, it shall become a contract for the purchase and sale of real property binding upon Agency and Buyer, their heirs, executors, administrators, successors in interest, and assigns.

14. The Parties acknowledge and agree that the closing of the purchase and sale contemplated herein is contingent upon approval of the disposition of the Subject Property by the Madera County Oversight Board and by the California Department of Finance.

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

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

By: \_\_\_\_\_  
Tom Lewis, Legal Counsel to MORES

By: \_\_\_\_\_  
Herman Perez, Chief Executive Officer

This Agreement is executed by the Seller, by and through the Mayor of the City of Madera pursuant to the authority granted by the Agency on \_\_\_\_\_, 2018.

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

City of Madera Successor Agency to Former  
Madera Redevelopment Agency

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

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

ATTEST:

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

*ATTACH NOTARY ACKNOWLEDGMENTS*



**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 007-112-014-000**

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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:

THE SOUTHEAST ONE-HALF OF LOT 2; AND LOT 3, ALL IN BLOCK 41 OF THE TOWN, NOW CITY OF MADERA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 3, PAGE 41 OF MAPS, FRESNO COUNTY RECORDS.

**For APN/Parcel ID(s): 007-112-015-000**

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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 1 AND THE NORTHWESTERLY HALF OF LOT 2 IN BLOCK 41 OF THE TOWN, NOW CITY OF MADERA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 3, PAGE 41 OF MAPS, FRESNO COUNTY RECORDS.

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

BOARD MEETING OF: October 10, 2018  
AGENDA ITEM NUMBER: 5B

APPROVED BY:

  
Executive Director

**Subject:** Consideration of a Resolution Approving Six Street Easement Deeds for Six Successor Agency Owned Parcels to the State of California, Department of Transportation

**Summary:** The Successor Agency will consider a resolution approving six street easement deeds for six parcels to the State of California Department of Transportation in conjunction with the City's East Yosemite Avenue (State Route 145) & Elm Street Traffic Signal project and development by the Successor Agency to the former Madera Redevelopment Agency of said parcels located in the north side of State Route 145 near Elm Street.

### **SITUATION**

As part of both the City traffic signal project at the Yosemite Avenue/Elm Street intersection and the preparation of future development of six Agency owned lots on the north side of Yosemite Avenue, CalTrans has required the dedication of easements for the project and parcels.

If the signal project were to move forward with the existing right-of-way, the signal poles would have to be relocated in the future to accommodate either the development of the Agency parcels or the widening of State Route 145 to its ultimate width. The dedication as requested from CalTrans will allow the traffic signal poles to be installed in their preferred permanent location. The offered easement dedication and subsequent traffic signal pole location will allow for a 14 foot inside lane, a 20 foot outside lane and a 10-foot sidewalk pattern on westbound side of State Route 145.

The Agency's Long Range Property Management Plan (LRPMP) as approved by the Department of Finance included these parcels. The recommended action in the LRPMP stated that a portion of the property would go to the future widening of State Route 145/Yosemite Avenue. The LRPMP also stated that the parcels would require CalTrans approval going forward.

### **RECOMMENDATION**

Staff recommends the Successor Agency adopt the resolution approving six street easement deeds for six Agency owned parcels to the State of California, Department of Transportation.

Attachments:

- Resolution (SA)
- Exhibit "A"&"B" Legal Description

## **RESOLUTION NO.**

**RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, APPROVING SIX STREET EASEMENT DEEDS FOR SIX SUCCESSOR AGENCY OWNED PARCELS TO THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, the Agency's Long-range Property Management Plan, Item 3, Page 6 approved by DOF on March 6, 2015 identified six parcels as requiring CalTrans approval; and

**WHEREAS**, the recommended action of the properties in Exhibit "D" in the Agency's Long-range Property Management Plan approved by DOF on March 6, 2015 stated a portion of the property will be used for the future widening of Yosemite Avenue; and

**WHEREAS**, the State of California, Department of Transportation (CalTrans) has required the street easement dedication for six Successor Agency owned parcels located on the north side of Hwy 145; and

**WHEREAS**, the street easement deeds for six Agency owned parcels for property more specifically described in Exhibit "A" & "B" of each individual deeds attached.

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

1. The above recitals are true and correct.
2. The Granting of Six Easement Deeds to the State of California Department of Transportation described above are approved substantially in the form attached hereto as Exhibit "A".
3. The Mayor of the City of Madera is authorized to execute the Street Easement Deeds on behalf of the Agency.
4. This resolution is effective immediately upon adoption.

## EXHIBIT "A"

RECORDING REQUESTED BY:

State of California, Department of Transportation

AFTER RECORDING RETURN TO:

State of California, Department of Transportation

Central Region Southeast Surveys

855 "M" Street, Suite 200

Fresno, CA 93721

Attn: Kuldeep Brar

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)

Presented for Recordation by the City of Madera

Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code..... No Fee Due 0

APN: 008-143-021

### STREET EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,  
**Madera Redevelopment Agency, a public body, corporate and politic**

**DOES HEREBY GRANT TO THE STATE OF CALIFORNIA, DEPARTMENT OF  
TRANSPORTATION**

An easement for street and any and all other municipal purposes over, under, through and across, on  
and in the following described real property in the City of Madera, California, County of Madera, State  
of California, being more particularly described as follows:

(See Exhibit 'A' & 'B' attached hereto and made a part hereof)

Date: \_\_\_\_\_

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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)  
County of Madera)

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

EXHIBIT "A"

Street Easement

Yosemite Avenue at Elm Street

## Legal Description

APN 008-143-021

All that portion of the southeast quarter of Section 18, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California, according to the map of the Vesta Addition Subdivision, recorded on January 28, 1926 in Book 5, Page 15, and further according to Record of Survey, recorded April 16, 2009, as Document No. 2009012502, in Book 59, Page 14, all Madera County Records; the parcel being more particularly described as follows:

The southeasterly ten feet (10') of Lots 44 and 45 of said Vesta Addition.

Containing 500 square feet.

APN 008-143-021



# EXHIBIT "B"

FRESNO RIVER

LOT 45  
VESTA ADDITION  
VOL. 15, PAGE 15, M.C.R.

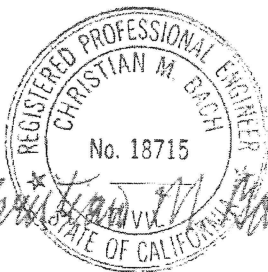
LOT 44  
VESTA ADDITION  
VOL. 15, PAGE 15, M.C.R.

008-143-021

MADERA REDEVELOPMENT AGENCY

GRANT DEED NO. 2010011123

RECORDED 4/20/2010, M.C.R.



SR 145 (YOSEMITE AVE)

BASIS OF BEARINGS  
PER RECORD OF SURVEY  
BOOK 59, PAGE 14, M.C.R.



INDICATES 10' WIDE STREET EASEMENT  
BEING OFFERED FOR DEDICATION

SCALE 1" = 20'



CITY OF MADERA  
ENGINEERING DIVISION

205 W. FOURTH STREET, MADERA, CA 93637  
(559) 661-5418 FAX (559) 675-6605

EASEMENT  
EXHIBIT DRAWING

CITY OF MADERA, CALIFORNIA

BY: EJP

DATE: 08-30-18

SHEET: 1 OF 1

RECORDING REQUESTED BY:

State of California, Department of Transportation

AFTER RECORDING RETURN TO:

State of California, Department of Transportation

Central Region Southeast Surveys

855 "M" Street, Suite 200

Fresno, CA 93721

Attn: Kuldeep Brar

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)

Presented for Recordation by the City of Madera

Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code.....No Fee Due 0

APN: 007-142-001

STREET EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,  
**Madera Redevelopment Agency, a public body, corporate and politic**

DOES HEREBY GRANT TO **THE STATE OF CALIFORNIA, DEPARTMENT OF  
TRANSPORTATION**

An easement for street and any and all other municipal purposes over, under, through and across, on  
and in the following described real property in the City of Madera, California, County of Madera, State  
of California, being more particularly described as follows:

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Date: \_\_\_\_\_

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

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State of California)  
County of Madera)

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

EXHIBIT "A"

Street Easement

Yosemite Avenue at Elm Street

**Legal Description**

APN 007-142-001

All that portion of the southeast quarter of Section 18, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California, according to the map of the Vesta Addition Subdivision, recorded on January 28, 1926 in Book 5, Page 15, and further according to Record of Survey, recorded April 16, 2009, as Document No. 2009012502, in Book 59, Page 14, all Madera County Records; the parcel being more particularly described as follows:

The southeasterly ten feet (10') of the following described parcel:

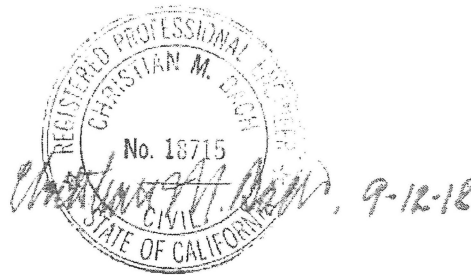
All that portion of the abandoned Elm Street lying between Lots 38 and 37 of said Vesta Addition, beginning at the northwesterly corner of Lot 38, thence S 48° 08' 00" W, 17.15 feet; thence S 57° 07' 00" W, 32.85 feet, more or less, to the northeasterly corner of Lot 37; thence from that point along the northeasterly line of said Lot 37, S 39° 37' 00" E, 105.39 feet to the southeasterly corner of said Lot 37; thence N 49° 43' 00" E, 50.00 feet along the northwesterly line of Yosemite Avenue to the southwesterly corner of said Lot 38; thence along the southwesterly line of said Lot 38, N 39° 37' 00" W, a distance of 101.55 to the point of beginning.



Excepting therefrom the 10.00 feet lying adjacent to Lot 38 (that being the east 10 feet of abandoned Elm Street).

Containing 400.00 square feet.

APN 007-142-001



# EXHIBIT "B"

FRESNO RIVER

32.85'  
S57° 07' 00"W

17.15'  
S48° 08' 00"W

10.0'

007-142-001  
MADERA REDEVELOPMENT AGENCY  
GRANT DEED NO. 2008035593  
RECORDED ON 10/03/2008, M.C.R.

101.55'  
N39° 37' 00"W

105.39'  
S39° 37' 00"E

40.0'

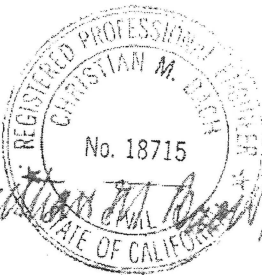
10.0'

30.0'

SE CORNER OF LOT 37,  
VESTA ADDITION  
BOOK 5, PAGE 15, M.C.R.,  
AND PER CALTRANS MAP  
6-MAD-145-10.82-28-58,  
DATED APRIL 15, 1991,  
AND PER RECORD OF SURVEY  
BOOK 59, PAGE 14, M.C.R.

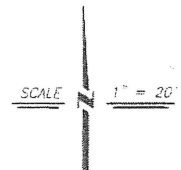
50.00'  
N49° 43' 00"E

N49° 43' 00"E



SR 145 (YOSEMITE AVE)

BASIS OF BEARINGS  
PER RECORD OF SURVEY  
BOOK 59, PAGE 14, M.C.R.



INDICATES 10' WIDE STREET EASEMENT  
BEING OFFERED FOR DECICATION



CITY OF MADERA  
ENGINEERING DIVISION

205 W. FOURTH STREET, MADERA, CA 93637  
(559) 661-5418 FAX (559) 675-6605

EASEMENT  
EXHIBIT DRAWING

CITY OF MADERA, CALIFORNIA

BY	EJP
DATE	08-30-18
SHEET	1 OF 1

RECORDING REQUESTED BY:

State of California, Department of Transportation

AFTER RECORDING RETURN TO:

State of California, Department of Transportation

Central Region Southeast Surveys

855 "M" Street, Suite 200

Fresno, CA 93721

Attn: Kuldeep Brar

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)

Presented for Recordation by the City of Madera

Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code.....No Fee Due 0

APN: 008-143-018

STREET EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,  
**Madera Redevelopment Agency, a public body, corporate and politic**

**DOES HEREBY GRANT TO THE STATE OF CALIFORNIA, DEPARTMENT OF  
TRANSPORTATION**

An easement for street and any and all other municipal purposes over, under, through and across, on  
and in the following described real property in the City of Madera, California, County of Madera, State  
of California, being more particularly described as follows:

**(See Exhibit 'A' & 'B' attached hereto and made a part hereof)**

Date: \_\_\_\_\_

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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)  
County of Madera)

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

EXHIBIT "A"

Street Easement

Yosemite Avenue at Elm Street

## Legal Description

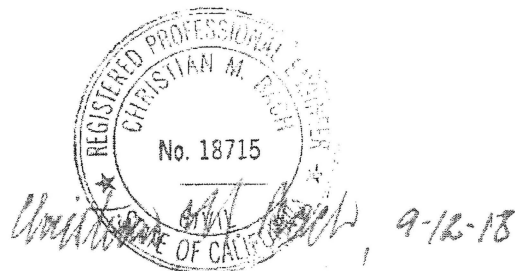
APN 008-143-018

All that portion of the southeast quarter of Section 18, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California, according to the map of the Vesta Addition Subdivision, recorded on January 28, 1926 in Book 5, Page 15, and further according to Record of Survey, recorded April 16, 2009, as Document No. 2009012502, in Book 59, Page 14, all Madera County Records; the parcel being more particularly described as follows:

The southeasterly ten feet (10') of Lots 38 and 39, and the southeasterly ten feet (10') of all that portion of abandoned Elm Street lying between Lots 38 and 37 of said Vesta Addition, beginning at the northwest corner of said Lot 38; thence S 48° 08' 00" W, 10.00 feet; thence S 39° 37' 00" E, parallel to the southwesterly line of Lot 38, to the northwesterly line of Yosemite Avenue; thence, along the northwesterly line of Yosemite Avenue, N 49° 43' 00" E, 10.00 feet to the southwesterly corner of Lot 38; thence along the southwesterly line of Lot 38, N 39° 37' 00" W, a distance of 101.55 feet to the point of beginning.

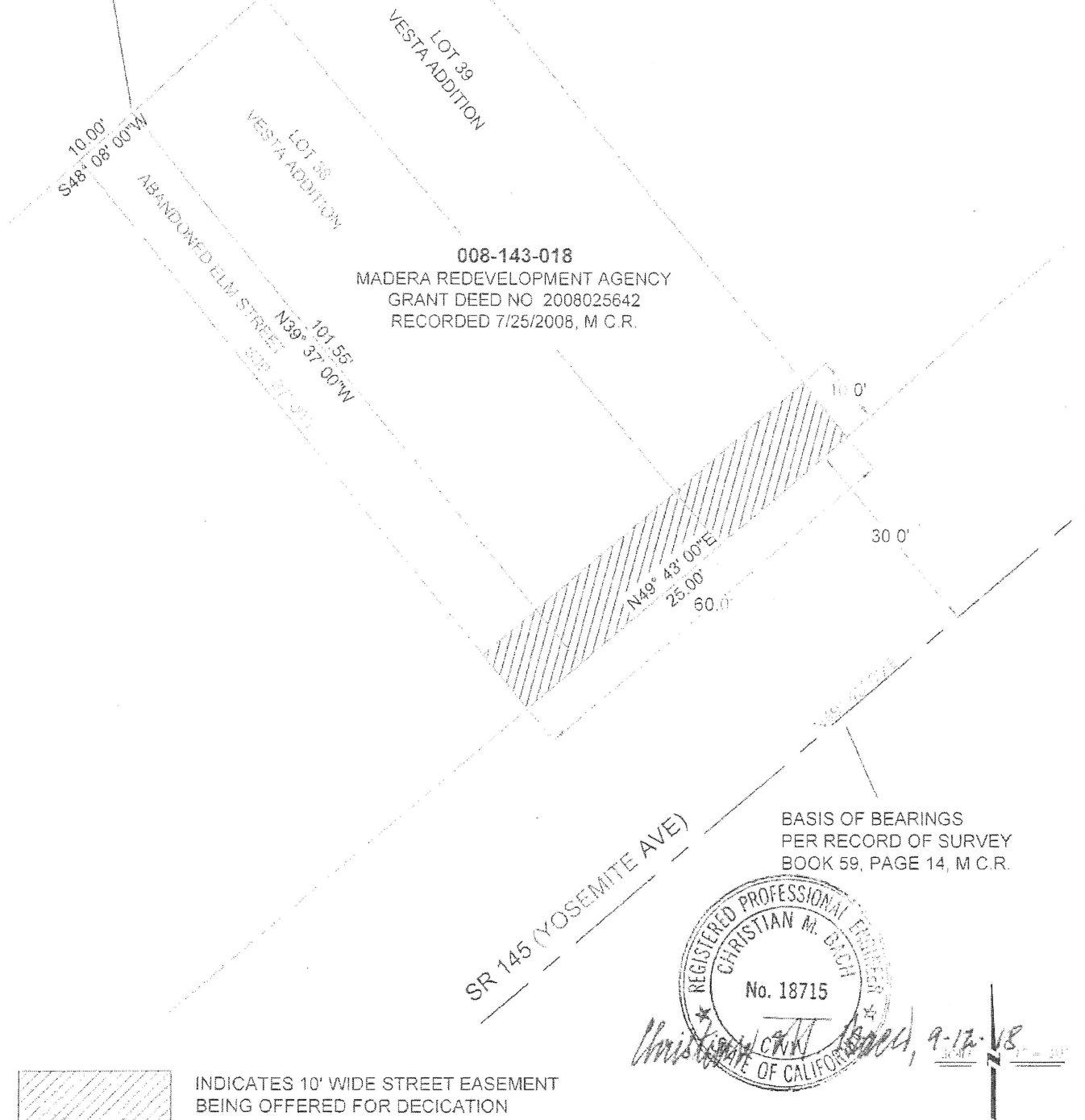
Containing 600.00 square feet.

APN 008-143-018



NW CORNER OF LOT 38,  
VESTA ADDITION  
BOOK 5, PAGE 15, M.C.R.,  
AND PER RECORD OF SURVEY  
BOOK 59, PAGE 14, M.C.R.

## EXHIBIT "B"



### CITY OF MADERA ENGINEERING DIVISION

205 W. FOURTH STREET, MADERA, CA 93637  
(559) 661-5418 FAX (559) 675-6605

### EASEMENT EXHIBIT DRAWING

CITY OF MADERA, CALIFORNIA

BY: EJP

DATE: 08-30-18

SHEET: 1 OF 1

RECORDING REQUESTED BY:

State of California, Department of Transportation

AFTER RECORDING RETURN TO:

State of California, Department of Transportation

Central Region Southeast Surveys

855 "M" Street, Suite 200

Fresno, CA 93721

Attn: Kuldeep Brar

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)

Presented for Recordation by the City of Madera

Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code.....No Fee Due 0

APN: 008-143-019

STREET EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,  
**Madera Redevelopment Agency, a public body, corporate and politic**

**DOES HEREBY GRANT TO THE STATE OF CALIFORNIA, DEPARTMENT OF  
TRANSPORTATION**

An easement for street and any and all other municipal purposes over, under, through and across, on  
and in the following described real property in the City of Madera, California, County of Madera, State  
of California, being more particularly described as follows:

**(See Exhibit 'A' & 'B' attached hereto and made a part hereof)**

Date: \_\_\_\_\_

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

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State of California)  
County of Madera)

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

EXHIBIT "A"

Street Easement

Yosemite Avenue at Elm Street

## Legal Description

APN 008-143-019

All that portion of the southeast quarter of Section 18, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California, according to the map of the Vesta Addition Subdivision, recorded on January 28, 1926 in Book 5, Page 15, and further according to Record of Survey, recorded April 16, 2009, as Document No. 2009012502, in Book 59, Page 14, all Madera County Records; the parcel being more particularly described as follows:

The southeasterly ten feet (10') of Lots 40 and 41 of said Vesta Addition.

Containing 500 square feet.



*Christian M. B. Lich, 9-12-18*



# EXHIBIT "B"

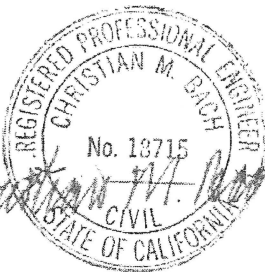
FRESNO RIVER

LOT 41  
VESTA ADDITION  
VOL. 5, PAGE 15, M.C.R.

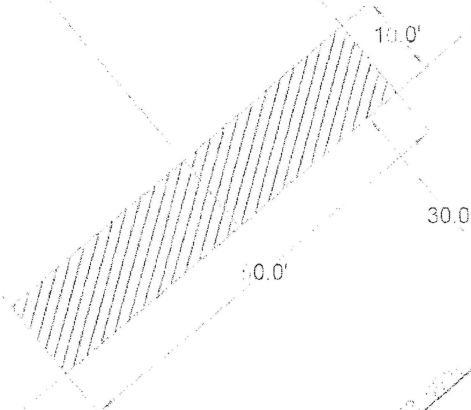
LOT 40  
VESTA ADDITION  
VOL. 5, PAGE 15, M.C.R.

008-143-019

MADERA REDEVELOPMENT AGENCY  
GRANT DEED NO. 2007041831  
RECORDED 11/06/2007, M.C.R.



*Christian M. Bach, 9-12-18*



SR 145 (YOSEMITE AVE)

BASIS OF BEARINGS  
PER RECORD OF SURVEY  
BOOK 59, PAGE 14, M.C.R.



INDICATES 10' WIDE STREET EASEMENT  
BEING OFFERED FOR DECICATION

SCALE 1" = 20'



CITY OF MADERA  
ENGINEERING DIVISION

205 W. FOURTH STREET, MADERA, CA 93637  
(559) 661-5418 FAX (559) 675-6605

EASEMENT  
EXHIBIT DRAWING

CITY OF MADERA, CALIFORNIA

BY: EJP

DATE: 08-30-18

SHEET 1 OF 1

RECORDING REQUESTED BY:  
State of California, Department of Transportation  
AFTER RECORDING RETURN TO:  
State of California, Department of Transportation  
Central Region Southeast Surveys  
855 "M" Street, Suite 200  
Fresno, CA 93721  
Attn: Kuldeep Brar

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)  
Presented for Recordation by the City of Madera  
Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code.....No Fee Due 0

APN: 008-143-020

STREET EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,  
**Madera Redevelopment Agency, a public body, corporate and politic**

**DOES HEREBY GRANT TO THE STATE OF CALIFORNIA, DEPARTMENT OF  
TRANSPORTATION**

An easement for street and any and all other municipal purposes over, under, through and across, on  
and in the following described real property in the City of Madera, California, County of Madera, State  
of California, being more particularly described as follows:

**(See Exhibit 'A' & 'B' attached hereto and made a part hereof)**

Date: \_\_\_\_\_

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

A notary public or other officer completing this certificate verifies only the identity of the individual who  
signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of  
that document.

State of California)  
County of Madera)

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared  
\_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and  
correct.

WITNESS MY HAND AND OFFICIAL SEAL

EXHIBIT "A"

Street Easement

Yosemite Avenue at Elm Street

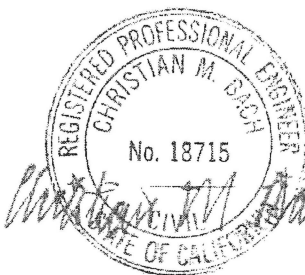
## Legal Description

APN 008-143-020

All that portion of the southeast quarter of Section 18, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California, according to the map of the Vesta Addition Subdivision, recorded on January 28, 1926 in Book 5, Page 15, and further according to Record of Survey, recorded April 16, 2009, as Document No. 2009012502, in Book 59, Page 14, all Madera County Records; the parcel being more particularly described as follows:

The southeasterly ten feet (10') of Lots 42 and 43 of said Vesta Addition.

Containing 500 square feet.



# EXHIBIT "B"

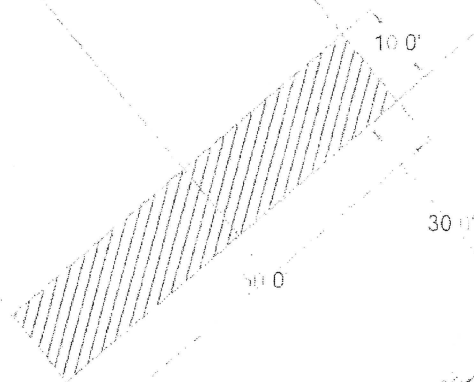
FRESNO RIVER

LOT 43  
VESTA ADDITION  
VOL. 5, PAGE 15, M.C.R.

LOT 42  
VESTA ADDITION  
VOL. 5, PAGE 15, M.C.R.

008-143-020

MADERA REDEVELOPMENT AGENCY  
GRANT DEED NO. 2007041830  
RECORDED 11/06/2007, M.C.R.

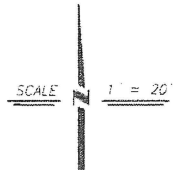


SR 145 (YOSEMITE AVE)

BASIS OF BEARINGS  
PER RECORD OF SURVEY  
BOOK 59, PAGE 14, M.C.R.



INDICATES 10' WIDE STREET EASEMENT  
BEING OFFERED FOR DECICATION



CITY OF MADERA  
ENGINEERING DIVISION

205 W. FOURTH STREET, MADERA, CA 93637  
(559) 661-5418 FAX (559) 675-6605

EASEMENT  
EXHIBIT DRAWING

CITY OF MADERA, CALIFORNIA

BY: EJP

DATE: 08-30-18

SHEET: 1 OF 1

TITLE

RECORDING REQUESTED BY:

State of California, Department of Transportation

AFTER RECORDING RETURN TO:

State of California, Department of Transportation

Central Region Southeast Surveys

855 "M" Street, Suite 200

Fresno, CA 93721

Attn: Kuldeep Brar

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)

Presented for Recordation by the City of Madera

Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code.....No Fee Due 0

APN: 008-143-003

STREET EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,  
**Madera Redevelopment Agency, a public body, corporate and politic**

**DOES HEREBY GRANT TO THE STATE OF CALIFORNIA, DEPARTMENT OF  
TRANSPORTATION**

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and in the following described real property in the City of Madera, California, County of Madera, State  
of California, being more particularly described as follows:

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Andrew J. Medellin, Mayor

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County of Madera)

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\_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and  
correct.

WITNESS MY HAND AND OFFICIAL SEAL

EXHIBIT "A"

Street Easement

Yosemite Avenue at Elm Street

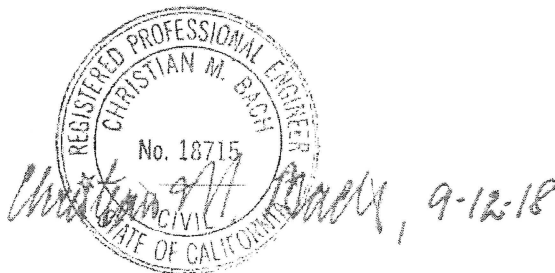
## Legal Description

APN 008-143-003

All that portion of the southeast quarter of Section 18, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California, according to the map of the Vesta Addition Subdivision, recorded on January 28, 1926 in Book 5, Page 15, and further according to Record of Survey, recorded April 16, 2009, as Document No. 2009012502, in Book 59, Page 14, all Madera County Records; the parcel being more particularly described as follows:

The southeast ten feet (10') of Lots 46 and 47 of said Vesta Addition.

Containing 500 square feet.





# EXHIBIT "B"

FRESNO RIVER

LOT 47  
VESTA ADDITION  
VOL. 8, PAGE 15, M.C.R.

LOT 46  
VESTA ADDITION  
VOL. 8, PAGE 15, M.C.R.

008-143-003

MADERA REDEVELOPMENT AGENCY  
GRANT DEED NO. 2008004013  
RECORDED 2/08/2008, M.C.R.

10.0'

30.0'

20.0'



*Christian M. Bach, 9-12-18*

SR 145 (YOSEMITE AVE)

BASIS OF BEARINGS  
PER RECORD OF SURVEY  
BOOK 59, PAGE 14, M.C.R.



INDICATES 10' WIDE STREET EASEMENT  
BEING OFFERED FOR DEDICATION

SCALE 1" = 20'



CITY OF MADERA  
ENGINEERING DIVISION

205 W. FOURTH STREET, MADERA, CA 93637  
(559) 661-5418 FAX (559) 675-6605

EASEMENT  
EXHIBIT DRAWING

CITY OF MADERA, CALIFORNIA

BY: EJP

DATE: 08-30-18

SH. 1 OF 1

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

BOARD MEETING OF: October 10, 2018  
AGENDA ITEM NUMBER: 5C

APPROVED BY:



Executive Director

**Subject:** Consideration of Resolution Approving Agreement with Bartel Associates, LLC for Actuarial Consulting Services Related to Agency CalPERS Unfunded Liabilities

**Summary:** The Successor Agency will consider a resolution approving an agreement with Bartel Associates, LLC in an amount not to exceed \$6,000 per year.

### **DISCUSSION**

Health & Safety Code 34171(d)(1) lists various items that qualify as enforceable obligations. One item included as an enforceable obligation in HSC 34171(d)(1)(C) is payments required in connection with the Agencies' employees, including, but not limited to pension payments and pension obligation debt service.

The firm of Bartel Associates has provided a proposal to calculate the Agency's unfunded PERS liability. The proposal specifies 4-6 weeks to complete the task at a cost of not to exceed \$6,000.

### **RECOMMENDATION**

Staff recommends the Successor Agency adopt the resolution approving the Agreement with Bartel Associates, LLC in an amount not to exceed \$6,000.

BW

Attachments:

- Resolution (Agency)
- Agreement
- Exhibit A

RESOLUTION NO. SA

RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, APPROVING AGREEMENT WITH BARTEL ASSOCIATES, LLC FOR ACTUARIAL CONSULTING SERVICES RELATED TO AGENCY CALPERS UNFUNDED LIABILITY AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE AGENCY

WHEREAS, Health and Safety Code Section 34169(o)(1) requires the Successor Agency submit to the Department of Finance an oversight board-approved ROPS no later than February 1 each year; and

WHEREAS, the ROPS shall include all Agency upcoming enforceable obligations as defined in Health and Safety Code Section 34171(d)(1); and

WHEREAS, Health and Safety Code Section 34171(d)(1)(C) identifies Agency pension payments and pension obligations debt service as an enforceable obligation; and

WHEREAS, the Agency desires to submit the Former Madera Redevelopment Agency pension obligations on future ROPS; and

WHEREAS, Bartel Associates, LLC is an actuarial consulting firm qualified to calculate the Former Madera Redevelopment Agency unfunded CalPERS liability; and

WHEREAS, the Agency has prepared an agreement with Bartel Associates, LLC for actuarial consulting 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.

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

1. The recitals listed above are true and correct.

2. The Agreement with Bartel Associates, LLC for actuarial consulting services related to the calculation of the CalPERS unfunded liability of the Former Madera Redevelopment Agency 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.

\* \* \* \* \*

**AGREEMENT FOR SERVICES**  
**CALCULATING CALPERS RDA UNFUNDED LIABILITIES**

This Agreement is made and entered into this 10<sup>th</sup> day of October 2018, by and between the Successor Agency to the Former Madera Redevelopment Agency, hereinafter referred to as “**AGENCY**”, and Bartel Associates, LLC, an independent contractor, hereinafter referred to as “**CONSULTANT**”.

**RECITALS**

WHEREAS, **AGENCY** requires services related to the calculation of the CalPERS RDA unfunded liabilities (hereinafter referred to as “**Services**”); and,

WHEREAS, **CONSULTANT** represents that it has the qualifications and experience provide such Services; and,

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein contained, **AGENCY** and **CONSULTANT** hereby agree as follows:

**ARTICLE I**  
**SCOPE OF SERVICES: TERM**

1.1 General Scope of Services.

**CONSULTANT** shall provide Services related to **AGENCY**. Services performed shall be the calculation of the CalPERS RDA unfunded liabilities as set forth in the proposal attached hereto as Exhibit “A”.

1.2 Non-Exclusive Agreement.

**CONSULTANT** acknowledges that **AGENCY** may enter into agreements similar to this Agreement with other consultants.

1.3 Term.

The term of this Agreement shall begin on October 10, 2018, and be completed by November 28, 2018 or until terminated by **AGENCY** or **CONSULTANT** pursuant to the provisions of this Agreement.

**ARTICLE II**  
**RESPONSIBILITIES OF CONSULTANT**

**2.1 Control and Payment of Subordinates.**

**AGENCY** retains **CONSULTANT** to provide Services. Any staff provided by **CONSULTANT** will not be considered employees of **AGENCY**. **CONSULTANT** shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. **CONSULTANT** shall be responsible for all reports and obligations with respect to such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

**2.2 Conformance to Applicable Requirements.**

All Services or work product provided by **CONSULTANT** shall be subject to the approval of **AGENCY**.

**2.3 Standard of Care; Licenses.**

All Services to be provided by **CONSULTANT** pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar circumstances in accordance with sound professional practices. **CONSULTANT** represents and warrants to **AGENCY** that it has all licenses, permits, qualifications and approvals that are legally required to practice its profession and to provide the Services hereunder. **CONSULTANT** further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.

**2.4 Project Representatives.**

The **AGENCY** or its designee shall be the Project Representative of **AGENCY** for purposes of this Agreement and may issue all consents, approvals, directives and agreement on behalf of **AGENCY**, called for by this Agreement except as otherwise expressly provided in this Agreement. The engagement partner assigned by **CONSULTANT** shall act as Project Representative for **CONSULTANT** and shall provide management oversight of **CONSULTANT** employees at all times. **AGENCY** retains the right to interview and approve **CONSULTANT** staff assigned to **AGENCY** prior to the start of work.



## 2.5 Accounting Records.

**CONSULTANT** shall maintain complete and accurate records with respect to costs and expenses incurred in the performance of this Agreement. All such records shall be clearly identifiable as being associated with this Agreement. **CONSULTANT** shall allow an authorized representative of **AGENCY**, during normal business hours, to examine, audit, and make transcripts of copies of such records. **CONSULTANT** shall allow **AGENCY** to inspect all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment (or completion of work) under this Agreement.

## **ARTICLE III** **COMPENSATION**

### 3.1 Compensation.

Except as provided in this section, **CONSULTANT** shall receive compensation for all Services rendered under this Agreement at the rates set forth in the proposal attached hereto as Exhibit "A", and incorporated herein by reference. Total compensation shall not exceed the amounts specified in Exhibit "A" without written approval of **AGENCY'S** Project Representative. Assigned **CONSULTANT** staff shall not receive compensation for any services provided outside the Scope of Work unless such additional services (hereinafter "Additional Work") are approved in writing by **AGENCY** or its appointed representative prior to **CONSULTANT'S** staff performing the Additional Work.

### 3.2 Payment of Compensation.

**CONSULTANT** shall provide **AGENCY** an invoice on completion of services that indicates the reports completed including a letter with actuarial certification by **CONSULTANT**, from the start of each billing period, as appropriate, through the date of the statement. **AGENCY** shall make any payment due within forty-five (45) days after approval of the invoice by **AGENCY**.

### 3.3 Additional Work.

At any time during the term of this Agreement, **AGENCY** may request the **CONSULTANT** perform Additional Work. As used herein, "Additional Work" means any work that is determined by **AGENCY** to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. **CONSULTANT** shall not perform Additional Work until receiving prior written authorization from **AGENCY'S** Project Representative. It is specifically understood and agreed that oral requests and/or approvals of Additional Work shall be barred and are unenforceable. Additional Work shall be billed by **CONSULTANT** to **AGENCY** at rates consistent with the schedule for Additional Work included in Exhibit "A".

### 3.4 Amendment of Scope of Work.

**AGENCY** shall have the right to amend the Scope of Work within the Agreement by written notification to **CONSULTANT**. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Failure of **CONSULTANT** to secure **AGENCY'S** written authorization for Additional Work or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate **AGENCY** authorization.

### 3.5 Reimbursement for Expenses

**CONSULTANT** shall not be reimbursed for any expenses unless prior written authorization is obtained from **AGENCY**.

## **ARTICLE IV** **INDEMNIFICATION AND INSURANCE**

### 4.1 Insurance Requirements.

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

#### *Minimum Scope and Limits of Insurance*

Consultant shall maintain limits no less than:

- **\$1,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the

Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

#### *Maintenance of Coverage*

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

#### *Proof of Insurance*

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

#### *Acceptable Insurers*

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

#### *Waiver of Subrogation*

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

#### *Enforcement of Contract Provisions (non estoppel)*

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

#### *Specifications not Limiting*

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

or a waiver of any type. If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

#### *Notice of Cancellation*

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

#### *Self-insured Retentions*

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

#### *Timely Notice of Claims*

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

#### *Additional Insurance*

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

## **ARTICLE V** **TERMINATION**

### **5.1 Notice of Termination.**

**AGENCY** may terminate the whole or any part of this Agreement at any time and without cause by giving fourteen (14) days written notice to **CONSULTANT** of such termination, and specifying the effective date thereof. **CONSULTANT** shall discontinue all Services affected by such termination within fourteen (14) days of receipt of such notice, unless otherwise instructed by **AGENCY** in writing. **CONSULTANT** may terminate this agreement by giving the **AGENCY** fourteen (14) days written notice.

### **5.2 Termination Without Cause.**

If **AGENCY** terminates this Agreement without cause, **CONSULTANT** shall be paid for Services performed through the date of termination, upon receipt of written documentation of said Services by **AGENCY**. **CONSULTANT** shall be paid within sixty (60) days of **AGENCY'S** receipt of **CONSULTANT'S** invoice. Such payment shall include a pro- rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed Services.

### **5.3 Termination for Cause.**

Should **CONSULTANT** default in the performance of any covenant, condition, or agreement contained in this Agreement and the default is not cured within thirty (30) days after written notice of the default is served on **CONSULTANT** by **AGENCY**, then **AGENCY**, in addition to any other remedies at law or equity, may terminate this Agreement. **CONSULTANT** shall be compensated for Services that have been completed and accepted by **AGENCY**. **CONSULTANT** shall be liable to **AGENCY** for any reasonable additional costs incurred to correct or cure unsatisfactory work performed by **CONSULTANT** that, at **AGENCY'S** discretion, must be revised, in part or in whole, to complete the Project.

#### 5.4 Procurement of Similar Services.

In the event this Agreement is terminated as provided by this Article, with or without cause, in whole or in part, **AGENCY** may procure, any and all services as may be necessary to complete the Project.

#### 5.5 Work Product.

Upon termination of this Agreement, **AGENCY** may require **CONSULTANT** to provide all finished or unfinished documents, data, studies, drawings, reports, etc., prepared by the **CONSULTANT'S** assigned staff in performance of this Agreement.

**ARTICLE VI**  
**GENERAL PROVISIONS**

6.1 Notices.

All notices and written communications sent by one party to the other shall be personally delivered or sent by registered or certified U.S. Mail postage prepaid, return receipt requested to the following addresses indicated below:

IF TO AGENCY:                      Bob Wilson  
   Executive Director  
   City of Madera Successor Agency  
   428 East Yosemite Avenue  
   Madera, CA 93637

TO CONSULTANT:                  Doug Pryor  
   Vice President  
   Bartel Associates, LLC  
   411 Borel Avenue, Suite 101  
   Santa Mateo, CA 94402

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service, or 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark.

6.2 Entire Agreement.

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreement whether verbal or written, concerning the same subject matter. This Agreement may be modified in writing and must be signed by both parties.

6.3 Successors and Assigns.

This Agreement shall be binding on the successors and assigns of the parties. This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

6.4 Subcontracts.



**CONSULTANT** shall not subcontract any portion of the work required by this Agreement without prior written approval of **AGENCY**. All approved subcontracts, if any, shall be accomplished by a written instrument. Such instrument shall contain an expressed assumption by the subcontractor of all conditions and terms and covenants contained in this Agreement.

6.5 Equal Opportunity Employment.

**CONSULTANT** represents that it is an equal opportunity employer and shall not discriminate either directly or indirectly against an employee or applicant for employment with **CONSULTANT** on the basis of race, color, religion, national origin, ancestry, sexual preference, sex or age. **CONSULTANT** shall also take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, national origin, ancestry, sexual preference, sex, age, or other prohibited grounds.

6.6 Attorney's Fees.

If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover reasonable attorney's fees and costs of suits.

6.7 Governing Law.

This Agreement shall be governed by and construed with the laws of the State of California. Any Action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Orange.

6.8 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

6.9 Right to Employ Other Consultants.

**AGENCY** reserves the right to employ other consultants in connection with this Project.

6.10 Covenant Against Contingent Fees.

**CONSULTANT** warrants that he/she/it has not employed or retained any company or person, other than a bona fide employee working with **CONSULTANT**, to solicit or secure this Agreement, and that he/she/it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, **AGENCY** shall have the right to annul this Agreement without liability or, in its discretion to deduct from **CONSULTANT'S**

compensation provided under this Agreement, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### 6.11 Conflict of Interest.

**CONSULTANT** covenants that he/she/it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. **CONSULTANT** further covenants that in the performance of this Agreement, **CONSULTANT** shall not employ any person having any such conflict of interest.

#### 6.12 Statement of Economic Interest.

If **AGENCY** determines **CONSULTANT** comes within the definition of **CONSULTANT** under the Political Reform Act (Government Code §87100 et. seq.), **CONSULTANT** shall complete and file and shall require any other person doing work under this Agreement, to complete and file a "Statement of Economic Interest" with the **AGENCY** disclosing **CONSULTANT** and/or such other person's financial interests.

#### 6.13 No Waiver of Breach; Time.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

#### 6.14 Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

#### 6.15 Taxes.

**CONSULTANT** agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. **CONSULTANT** agrees to indemnify and hold **AGENCY** harmless from any liability which it may incur to the United States or to the State of California as a consequence of **CONSULTANT'S** failure to pay, when due, all such taxes and obligations.

#### 6.16 Compliance With Law.

**CONSULTANT** shall comply with applicable federal, state and local laws, rules and regulations affecting the **CONSULTANT** and his/her/its work hereunder.

6.17 Title to Documents.

Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by **CONSULTANT** under the Agreement shall be vested in **CONSULTANT**, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of **AGENCY**. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to **AGENCY** without restriction or limitations on their use. **CONSULTANT** will retain copies of the above described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of **AGENCY** during the term of this Agreement or until ninety (90) days after receipt of final payment from **AGENCY**.

6.18 Validity.

The validity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

6.19 Headings.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

6.20 Counterparts.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement.

6.21 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so; the Parties hereto are formally bound to the provision of this Agreement.

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

**AGENCY:**

SUCCESSOR AGENCY TO FORMER MADERA REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
Andrew J. Medellin  
Mayor

**CONSULTANT:**

BARTEL ASSOCIATES, LLC:

By: \_\_\_\_\_  
Doug Pryor  
Vice President

# EXHIBIT A



September 20, 2018

Bob Wilson  
Executive Director  
Madera Successor Agency  
**City of Madera**  
205 W. Fourth Street  
Madera, CA 93637

**Re: CalPERS RDA Unfunded Liabilities**

Dear Mr. Wilson:

Bartel Associates would be happy to provide the City of Madera actuarial consulting services.

## Background

The City participates in CalPERS, providing Miscellaneous employees hired before October 20, 2012 the 2.5%@55 benefit formula; Classic employees hired on or after October 20, 2012 the 2.0%@60 benefit formula; new CalPERS members after December 31, 2012 the PEPRA 2.0%@62 benefit. ABx1 26 dissolved all California redevelopment agencies (RDAs) effective February 1, 2012. The City is interested in a calculation of the CalPERS RDA unfunded liabilities.

We understand that 4 active employees who had some portion of their jobs allocated to RDA and there are no other inactive employees with RDA service.

## Project Fees

Fees to calculate the CalPERS unfunded liabilities will be approximately \$5,000, including a letter with actuarial certification. Our fees are based on estimated hours and our hourly rates. We understand the City's budgeting needs and agree not to bill more than \$6,000.

Please note:

- We will bill the City at the following 2018 hourly rates:

Partner	\$280 - \$330
Assistant Vice President	\$250
Associate Actuary	\$200
Senior Actuarial Analyst	\$180
Actuarial Analyst	\$150
- We will not bill for travel time.
- Hourly rates include provision for miscellaneous expenses.

Bob Wilson  
September 20, 2018  
Page 2



**Data**

Please provide the following information:

- Active participants: gender, date of birth, date of City hire, PERSable earnings from 2012/13 through 2017/18, pension tier (i.e. 2.5%<sup>@55</sup>, 2%<sup>@60</sup>), years of CalPERS service, RDA percentage.
- CalPERS June 30, 2017 actuarial report for the City's Miscellaneous plan.

We are prepared to begin this project immediately. Initial results should be available approximately 4-6 weeks after we receive the actuarial information.

Sincerely,

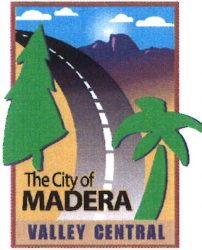
Doug Pryor  
Vice President

c: Bianca Lin, Bartel Associates, LLC

o:\clients\city of Madera\proposals\2018\ba MaderaCi 18-09-20 rda fee letter.docx



# REPORT TO THE CITY COUNCIL



## RETURN TO AGENDA

COUNCIL MEETING OF:  
October 10, 2018

AGENDA ITEM NUMBER:  
5D

Approved By:

COMMUNITY DEVELOPMENT DIRECTOR

CITY ADMINISTRATOR

**SUBJECT:** Consideration of a Resolution Approving a Real Estate Option Agreement, Memorandum of Agreement, and Purchase and Sale Agreement with Madera Opportunities for Resident Enrichment and Services, Inc for the properties at 200 and 204 N. C Street

### RECOMMENDATION:

Staff recommends that the City Council adopt a resolution taking the following actions to allow the sale of the properties at 200 and 204 N. C Street to Madera Opportunities for Resident Enrichment and Services, Inc (MORES):

1. Approving a Real Estate Option Agreement with MORES.
2. Approving a Memorandum of Option Agreement with MORES.
3. Approving a Real Estate Purchase and Sale Agreement with MORES.
4. Authorizing the Mayor to execute the Agreements.
5. Authorizing the City Administrator or his designee to take all actions necessary to allow the transfer of title pursuant to the Agreements.

### SUMMARY:

The City owns two contiguous parcels located at the northwesterly corner of North "C" Street and 5<sup>th</sup> Street in downtown Madera. Madera Opportunities for Resident Enrichment and Services, Inc (MORES) is proposing to develop a 28-unit veterans housing project on these properties and is preparing an application to fund the project through the Affordable Housing Sustainable Communities program. The Successor Housing Agency to the Former Redevelopment Agency is proposing to award grant funding to MORES to purchase the subject properties from the City at fair market value. The approval of an Option Agreement is recommended to provide MORES with the exclusive right to purchase the property after project funding is obtained and construction is ready to commence. A Purchase and Sale Agreement is recommended to define the terms of sale and to provide escrow instructions.

### DISCUSSION:

Three agreements are presented to the City Council consideration. The first two agreements provide MORES with the option to purchase the property. The third agreement is a Real Estate Purchase & Sale Agreement, which guides the transfer of title if MORES exercises its option. Together, the agreements are intended to convey title of 2 City-owned properties to MORES for the purpose of developing an affordable housing project for veterans.

### Option Agreement and Memorandum of Option Agreement

The Option Agreement will provide MORES with the exclusive right to purchase each of the 2 subject parcels from the City. A Memorandum of Agreement between the City and MORES will be recorded in the official records of Madera County acknowledging the presence of the Option. The Option Agreement sets forth the following significant terms:

- A quitclaim deed will be executed by MORES and recorded by the Escrow Holder if MORES does not exercise the Option.
- MORES will pay \$1.00 to secure the Option.
- If the Option is exercised, MORES will pay fair market value for the property in the amount of ninety-thousand dollars (\$90,000). (The Successor Agency to the Former Redevelopment Agency is expected to award a grant to MORES to cover this purchase price.)
- A 36-month (3 year) period is provided during which MORES can exercise the option to purchase the property.
- Prior to exercising the Option, MORES shall have been awarded grant funding to develop the project.
- Prior to exercising the Option, MORES shall secure approval of all CITY land use entitlements.

### Real Estate Purchase and Sale Agreement

The Real Estate Purchase and Sale Agreement serves as the purchase contract between the City and MORES. The agreement specifies Chicago Title in Madera as the Escrow Holder and includes escrow instructions. The significant terms of the Real Estate Purchase and Sale Agreement include:

- The purchase price is ninety-thousand dollars (\$90,000)
- MORES is required to develop a 28-unit veterans housing project on the properties.
- Construction will commence on the project within 60 days of the close of escrow and be completed within 24 months.
- City shall have the right to reacquire the Property from Buyer at the same price purchased by MORES, in the event that construction does not commence as provided above or MORES ceases operation as a nonprofit provider of affordable housing and fails to transfer ownership to a qualified nonprofit affordable housing entity.

### **CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

While not specifically identified in the Vision 2025 Action Plan, this recommended action supports Action 101.8: Promote & encourage development & redevelopment of low & moderate-cost housing as part of the Housing Element Update.

### **FISCAL IMPACT:**

The sale price of the subject properties, less the City's share of closing costs, will be deposited in the general fund.

**RESOLUTION NO. 18-\_\_\_\_\_**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A REAL PROPERTY OPTION AGREEMENT BETWEEN THE CITY OF MADERA AND MADERA OPPORTUNITIES FOR RESIDENT ENRICHMENT AND SERVICES, INC FOR THE PROPERTY AT 200 AND 204 N "C" STREET; APPROVING A MEMORANDUM OF OPTION AGREEMENT FOR THE PROPERTY AT 200 AND 204 N "C" STREET; APPROVING AN AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS FOR 200 AND 204 N. "C" STREET; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS; AND AUTHORIZING THE CITY ADMINISTRATOR TO TAKE ALL ACTIONS NECESSARY TO COMPLETE THE TRANSFER OF TITLE

**WHEREAS**, the City owns two undeveloped, contiguous parcels located at the northwesterly corner of North "C" Street and 5<sup>th</sup> Street in downtown Madera; and

**WHEREAS**, Madera Opportunities for Resident Enrichment and Services, Inc (MORES) is proposing to develop a 28-unit veterans housing project on these properties, and is in the process of preparing an application to fund the project through the Affordable Housing Sustainable Communities program; and

**WHEREAS**, MORES desires to secure an option giving it the exclusive right to purchase the property, and intends to exercise such right if funding to develop the veterans housing project is obtained; and

**WHEREAS**, the City has negotiated an Option Agreement and a Real Estate Purchase and Sale Agreement with MORES.

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

1. The above recitals are true and correct.
2. The City Council of the City of Madera approves the Real Property Option Agreement Between the City of Madera and Madera Opportunities for Resident Enrichment and Services, Inc for the Property at 200 And 204 N "C" Street, a copy of which is on file in the Office of the City Clerk and referred to for particulars.
3. The City Council of the City of Madera approves the Memorandum of Option Agreement for the Property at 200 and 204 N "C" Street, a copy of which is on file in the Office of the City Clerk and referred to for particulars.
4. The City Council of the City of Madera approves the Agreement for Purchase and Sale of Real Property and Escrow Instructions for 200 and 204 N. "C" Street, a copy of which is on file in the Office of the City Clerk and referred to for particulars.
5. The Mayor is authorized to execute the Agreements.

6. The City Administrator or his designee is authorized to take all actions necessary to allow the transfer of title pursuant to the Option Agreement and Agreement for Purchase and Sale of Real Property, and to sign all closing documents on behalf of the City.
7. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**REAL PROPERTY OPTION AGREEMENT BETWEEN THE CITY OF MADERA AND  
MADERA OPPORTUNITIES FOR RESIDENT ENRICHMENT AND SERVICES, INC  
FOR THE PROPERTY AT 200 AND 204 N "C" STREET**

THIS OPTION AGREEMENT ("Agreement") is made as of \_\_\_\_\_, 2018 ("Effective Date"), between THE CITY OF MADERA, a municipal corporation of the State of California ("CITY") and MADERA OPPORTUNITIES FOR RESIDENT ENRICHMENT AND SERVICES, INC, a California Nonprofit Benefit Corporation ("MORES"), who agree as follows:

**RECITALS AND BACKGROUND**

WHEREAS, CITY is the fee owner of that certain real property located at 200 and 204 N. "C" Street (APN: 007-082-004 & 005), in the City of Madera, County of Madera, State of California, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Property"); and

WHEREAS, MORES desires to foster the provision of affordable housing opportunities in the City of Madera through the development on the Property ("Affordable Units"); and

WHEREAS, MORES intends to make application for funding through the Affordable Housing Sustainable Communities Program to facilitate development of the Affordable Units on the Property; and

WHEREAS, MORES desires to obtain the exclusive right and option to purchase the Property from CITY upon and subject to the provisions and conditions set forth herein, and CITY is willing to grant such exclusive right and option to MORES as so provide.

NOW, THEREFORE, the Parties hereby agree as follows:

**AGREEMENT**

1. CITY hereby grants to MORES, upon and subject to the provisions and conditions set forth herein, the exclusive right and option to purchase the Property from CITY during the Option Term (the "Option").

2. Option Consideration and MORES Obligation. As consideration for the execution by CITY of this Agreement and CITY's performance hereunder, MORES shall pay to CITY the cash amount of One Dollar (\$1.00) upon the Effective Date (the "Option Consideration"). The Option Consideration shall not be credited to the Purchase Price. The Option Consideration shall be deemed fully earned when paid. In addition to the Option Consideration, CITY's agreement to grant the Option is specifically conditioned upon MORES's agreement, as evidenced by signature to this agreement, to develop and construct an affordable housing project for needy households including United States Veterans comprised of a minimum of 28 studio and/or one (1) bedroom units.

3. Option Term. The Option may be exercised upon the Effective Date and shall expire 36 months from the Effective Date (the "Option Term"), unless terminated earlier under the terms of Section 7 or extended by mutual written agreement of the parties. If the Option is not exercised in accordance with the provisions and conditions hereof during the Option Term, then the Option shall expire, and the parties shall have no further obligations under this Agreement with the exception of any surviving indemnification obligations as provided in this Agreement.

4. Condition Precedent to Exercise of Option. The right of MORES to exercise the Option in accordance with the provisions and conditions of this Agreement shall be conditioned on the following:

4.1 MORES shall secure approval of all CITY land use entitlements required to develop Affordable Units, including a General Plan Amendment, Rezoning, and Precise Plan.

4.2 MORES shall present reasonable evidence, as determined in the reasonable discretion of CITY, that MORES has been awarded funding through the Affordable Housing Sustainable Communities Program and that all financing is available to fully fund the development of the Affordable Units.

5. Exercise of Option. Subject to the requirements described in this Section 5 of this Agreement, MORES may exercise the Option at any time during the Option Term by providing CITY with written notice of its election to exercise the Option (the "**Exercise Notice**").

5.1 If MORES elects to exercise the Option, then MORES and CITY shall promptly execute and deliver that certain Real Estate Purchase and Sale Agreement in the form set forth on Exhibit "B" attached hereto and incorporated herein by this reference (the "**Purchase Agreement**").

5.2 The Purchase Agreement sets forth the provisions and conditions by which CITY shall convey to MORES fee title to the Property.

5.3 If MORES exercises the Option, the purchase price for the Property shall be ninety-thousand dollars (\$90,000), the fair market value of the property as determined by a qualified appraiser. The close of escrow shall occur on or before a date thirty (30) days after the date MORES delivers the Exercise Notice to CITY.

6. Except in the event delays are caused by CITY's failure to provide its approval or perform its obligations in a timely manner, in the event that MORES fails to meet the schedule of conditions in Section 5 of this Agreement during the Option Term, this Option shall terminate, and the parties shall have no further obligation hereunder.

7. MORES's Right to Terminate. MORES shall have the right and election, in its sole discretion, exercisable by providing written notice thereof to CITY, to at any time terminate this Agreement and all rights and obligations hereunder. If MORES elects to so terminate this Agreement, then the Option Consideration shall be deemed nonrefundable.

8. Activities During the Option Term. During the Option Term, MORES, its agents, contractors, engineers, surveyors and employees (collectively, "**MORES Agents**"), shall have the right (i) to order and review title matters, (ii) during business hours and with reasonable notice, to enter the Property to make studies, tests, analysis, or other determinations desired by MORES. MORES shall repair any damage to the Property as a result of their activities hereunder, and will indemnify, defend and hold CITY harmless for all claims, demands, liabilities and expenses (including attorneys' fees and costs) arising out of any damage to personal or real property resulting from the exercise of those rights granted by this Section 9 to MORES and the MORES Agents. The indemnification obligations hereunder shall survive termination of this Agreement.

9. CITY's Covenants. CITY hereby covenants that during the Option Term, CITY shall not without MORES's prior written consent, not to be unreasonably withheld: (a) enter into any easement agreement burdening the Property; (b) obtain any building entitlements for the Property; (c) create any tenancy for the Property; (d) make or permit to be made any structural changes to the Property; (e) enter into any service contracts related to the Property that cannot be canceled with no more than thirty (30) days' notice; (f) enter into any purchase agreement for the Property (with the exception of any agreements between CITY and MORES); or (g) grant any licenses to a third party to enter onto or otherwise utilize the Property.

10. Escrow. Upon receipt by MORES from CITY of the Purchase Agreement executed by CITY, MORES shall promptly deliver the executed Purchase Agreement to Chicago Title Company, 601 W. Yosemite Avenue, Madera, CA 93637 ("**Escrow Holder**"). Upon receipt, Escrow Holder shall promptly open an Escrow for consummation of the subject transaction pursuant to such Purchase Agreement. Escrow Holder shall advise each party in writing of the date Escrow is opened and shall endorse such date upon the first page of the Purchase Agreement in the space designated for the date of opening of Escrow.

11. Memorandum of Option/Quitclaim. On or before the execution hereof, CITY and MORES shall execute, acknowledge and cause to be recorded in the Official Records of Madera County, California, a Memorandum of Option Agreement in the form of Exhibit "C" attached hereto and incorporated herein by this reference. In addition, MORES shall execute, acknowledge and cause to be delivered to Escrow Holder a Quitclaim in the form of Exhibit "D" attached hereto and incorporated herein by this reference. Escrow Holder is hereby instructed to record the Quitclaim upon (a) MORES's failure to exercise the Option in a timely manner, or (b) MORES terminates this Option, or (c) if after MORES exercises the Option, MORES defaults under the Purchase Agreement.

12. Notice. Any notice required or permitted to be given hereunder must be in writing and shall be deemed to be given when (a) hand delivered, or (b) one (1) business day after pickup by United Parcel Service (Overnight) or Federal Express, or another similar reputable overnight express service, or (c) transmitted by telecopy or facsimile, provided that confirmation of the receipt of same is noted upon transmission of same by the sender's telecopy machine, in any case addressed to the parties at their respective addresses set forth below:

With a copy to:       City of Madera  
                              Attn: Sonia Alvarez, City Clerk  
                              205 W. 4<sup>th</sup> Street  
                              Madera, CA 93637

If to MORES:         MADERA OPPORTUNITIES FOR RESIDENT ENRICHMENT AND SERVICES, INC.  
                              205 North G Street  
                              Madera, CA 93637

or in each case to such other address as either party may from time to time designate by giving notice in writing pursuant to this Section 13 to the other party. Telephone numbers are for informational purposes only. Effective notice shall be deemed given only as provided above, except as otherwise expressly provided in this Agreement. Any notice that may be given by either party in connection with this Agreement may be given by such party's attorney.



13. Miscellaneous.

13.1 Entire Agreement. This Agreement, together with the Exhibits attached hereto, is the entire agreement between the parties with respect to the subject matter hereof, and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by both parties. The following Exhibits are attached hereto:

Exhibit	Description:
A	Legal Description of Property
B	Purchase Agreement
C	Memorandum of Option Agreement
D	Quitclaim

13.2 Severability. If any provision of this Agreement or its application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

13.3 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

13.4 Assignability. MORES may not delegate, transfer and assign this Agreement without the prior written consent of CITY, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, MORES shall have the right to transfer and assign this Agreement to an "Affiliate" of MORES without the prior written consent of CITY. For purposes hereof, an "Affiliate" shall mean an entity or trust owned or controlled by MORES.

13.5 Successors Bound. This Agreement shall be binding upon and inure to the benefit of MORES and CITY and their respective successors and assigns.

13.6 Captions Interpretation. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions. Whenever the context may require, words used in this Agreement shall include the corresponding feminine, masculine, or neuter forms, and the singular shall include the plural and vice versa. Unless the context expressly indicates otherwise, all references to "Section" are to sections of this Agreement.

13.7 Time of Essence. Time is of the essence with respect to the performance of the obligations of CITY and MORES under this Agreement.

13.8 Further Assurances. Each party agrees to execute and deliver to the other party such documents and instruments, and to do such other acts or things, as further assurance of the provisions of this Agreement, as a party may from time to time request, at no cost to the responding party.

13.9 No Brokers. CITY and MORES each represent to the other that it has had no dealings, negotiations, or consultations and has made no agreement with any broker, representative, employee, agent or other intermediary in connection with the delegation, transfer and assignment of the Property or the option granted hereunder. CITY and MORES shall each indemnify, defend and hold the other free and harmless from any and all claims of any broker(s), representative(s), employee(s), agent(s) or other intermediary(ies) claiming to have represented CITY or MORES, respectively, or otherwise to be entitled to compensation in connection with this Agreement or in connection with the delegation, transfer and assignment of the Property or the option granted hereunder. This mutual indemnity shall survive the exercise of the Option and any termination of this Agreement.

[The remainder of this page intentionally left blank]

**IN WITNESS WHEREOF**, MORES and CITY have executed this Option Agreement effective as of the date first set forth above.

BUYER: Chief Executive Officer

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Herman Perez

This Agreement is executed by the Seller, by and through the Mayor of the City of Madera pursuant to the authority granted by the City on \_\_\_\_\_, 2018.

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

CITY OF MADERA

By: \_\_\_\_\_  
J. Brent Richardson, City Attorney

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

ATTEST:

By: \_\_\_\_\_  
Sonia Alvarez, City Clerk

*ATTACH NOTARY ACKNOWLEDGMENTS*

## OPTION AGREEMENT EXHIBIT A

### Legal Description

#### PARCEL ONE:

All of Lot nine (9) and a strip of land five (5) feet in width running along the extreme Southerly side of Lot ten (10) in Block thirteen (13) of the City of Madera, according to map entitled, "Map of the Town of Madera", filed and recorded in the office of the County Recorder of the County of Fresno, State of California, October 7, 1876 in Vol. 3 of Maps, at Page 41.

APN: 007-082-004

#### PARCEL TWO:

Lot eight (8) in block thirteen (13), City of Madera, according to map entitled, "Map of the Town of Madera", filed and recorded in the office of the County Recorder of the County of Fresno, State of California, October 17, 1876 in Vol. 3 of Maps, at Page 41.

APN: 007-082-005

OPTION AGREEMENT EXHIBIT B

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY  
AND ESCROW INSTRUCTIONS FOR 200 AND 204 N. "C" STREET

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY  
AND ESCROW INSTRUCTIONS FOR 200 AND 204 N. "C" STREET**

This Real Estate Purchase and Sale Agreement (this "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date") by and between the CITY OF MADERA, a municipal corporation of the State of California (hereinafter "City"), and MADERA OPPORTUNITIES FOR RESIDENT ENRICHMENT AND SERVICES, INC., a California Nonprofit Benefit Corporation (hereinafter "Buyer"). The City and the Developer are sometimes collectively referred to herein as the "Parties" or individually as a "Party."

**RECITALS AND BACKGROUND**

WHEREAS, the City owns certain property located at 200 and 204 N. "C" Street, Madera (APN 007-082-004 & 005), Madera, California, (as more particularly described on Exhibit "1" attached hereto and incorporated herein by this reference, the "Property"); and

WHEREAS, Buyer was granted an option to purchase the Property pursuant to the terms of an Option Agreement dated \_\_\_\_\_, 2018 ("Option Agreement"), and has performed extensive due diligence and permitting; and

WHEREAS, Buyer is interested in purchasing the Property for the purpose of constructing a 28 Unit Veterans Housing Project (as more particularly defined below, the "Buyer Improvements"), and City is willing to sell the Property to Buyer for such purpose, on the terms and conditions contained herein.

NOW, THEREFORE, the Parties hereby agree as follows:

**AGREEMENT**

1. The purchase price for the Subject Property shall be the sum of ninety-thousand dollars (\$90,000) as just compensation therefor.
2. City represents and warrants that it has the authority to make the agreement herein made, and that it holds fee title to the Subject Property.
3. The sale shall be completed through an escrow to be opened by Chicago Title Company, 601 W. Yosemite Avenue, Madera, CA 93637 (the "Title Company"). Said escrow shall be opened upon the following terms and conditions, and City and Buyer by their signature to this Agreement make this section their escrow instructions:
  - a. It is the intent of the parties to this Agreement that the City will place into escrow a grant deed to the Subject Property in favor of the Buyer. The Buyer will place into escrow, funds in the amount of the Purchase Price and any costs to be paid by the Buyer.
  - b. The escrow fee, cost of policy of title insurance, recording fees (if any), and all other closing costs shall be paid by the City. City will pay any cost to clear the title to the Subject Property prior to the recording of the grant deed conveying the property to the Buyer.

c. Buyer shall deposit the sums specified in Paragraph 1 of this Agreement together with an amount equal to its share of the closing costs in escrow upon receipt of a demand and statement from Title Company therefor.

d. City shall deposit a duly executed grant deed sufficient to convey to Buyer marketable fee simple title to the Subject Property free and clear of all recorded and unrecorded deeds of trusts, liens, encumbrances, assessments, easements, leases, and taxes EXCEPT Quasi-public utility, public alley, public street easements, and rights of way of record.

e. It is understood that City shall be responsible for the payment of all current, delinquent and unpaid taxes, penalties, redemptions, and costs allocable to the Subject Property for all periods prior to close of escrow. Any taxes which have been paid by City, prior to opening of this escrow, shall not be prorated between Buyer and City. There will be no reimbursement of any taxes to City.

f. Disbursements to be in the amounts, at the times, and in all respects in accordance with the terms and conditions and subject to the limitations of this Agreement.

g. City shall provide a duly executed grant deed and Buyer shall submit to Title Company the amounts required to be paid by Buyer, and Title Company shall record the grant deed in favor of the Buyer within 30 days from the date that Buyer exercises the Option by delivery of the Exercise Notice as defined in the Option Agreement. Should a party not be able to comply with the terms of this Agreement and escrow instructions and the property is not conveyed within said period of time, a thirty -day extension for compliance with the terms of escrow may be granted by the other party hereto. Such extension, in order to be effective, must be in writing and filed with the Title Company before the expiration of the time of performance and terms of escrow required herein.

4. City shall vacate the property immediately upon close of escrow and Buyer shall have the immediate right of possession of such property.

5. City hereby grants to Buyer, or its authorized agents, permission to enter upon the Subject Property at all reasonable times prior to close of escrow for the purpose of making necessary or appropriate inspections.

6. Loss or damage to the Subject Property or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the Deed shall be at the risk of City. In the event that loss or damage to the Subject Property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the Deed, Buyer may elect to require that the City pay to Buyer the proceeds of any insurance which may become payable to City by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the total price by an amount equal to the diminution in value of the Subject Property by reason of such loss or damage or the amount of insurance payable to City, whichever is greater.

7. To the best of City's knowledge the Subject Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation



and Liability Acts, and the California Environmental Quality Act, and the rules regulations, and ordinances of the city within which the Subject Property is located, the California Department of Health Service, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection City, and all applicable federal, state, and local agencies and bureaus.

8. City hereby warrants, represents and/or covenants to Buyer that:

a. To the best of City's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Subject Property or any portion thereof, at law, or in equity before any court or governmental City, domestic or foreign.

b. To the best of City's knowledge, there are no encroachments onto the Subject Property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.

c. Until the closing, City shall maintain the Subject Property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the Subject Property.

d. Until the closing, City shall not do anything which would impair City's title to any of the Subject Property.

e. To the best of City's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which the Subject Property may be bound.

f. Until the closing, City shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Warranties, Representations, and Covenants of City Section not to be true as of closing, immediately give written notice of such fact or condition to Buyer.

9. Post-closing covenants. After the close of escrow:

a. Buyer Improvements. Buyer shall develop 28 affordable units for rental occupancy by United States veterans, with any combination of studio and one (1) bedroom apartments.

b. Commencement and Completion of Buyer Improvements. Buyer agrees to commence the construction of Buyer Improvements within sixty (60) calendar days after the close of escrow.

c. Buyer agrees to complete construction and have secured a certificate of occupancy for the Improvements within 24 months of construction commencement.

d. Right to Reacquire. City shall have the right to reacquire the Property from Buyer at the same price purchased by Buyer, in the event that (i) Buyer does not commence construction of Buyer Improvements as provided above; or (b) Buyer ceases operation as a nonprofit provider of affordable housing and fails to transfer ownership to a qualified nonprofit affordable housing entity.

10. Buyer acknowledges it is purchasing the Subject Property **as is** and City does **not** warrant that the Subject Property is free from any hazardous materials.

11. Time is of the essence of each and every term, condition, and covenant hereof.

12. It is understood and agreed that upon the execution of this Agreement, it shall become a contract for the purchase and sale of real property binding upon City and Buyer, their heirs, executors, administrators, successors in interest, and assigns.

[signatures on next page]

BUYER: Chief Executive Officer

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Herman Perez

This Agreement is executed by the Seller, by and through the Mayor of the City of Madera pursuant to the authority granted by the City on \_\_\_\_\_, 2018.

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

CITY OF MADERA

By: \_\_\_\_\_  
J. Brent Richardson, City Attorney

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

ATTEST:

By: \_\_\_\_\_  
Sonia Alvarez, City Clerk

*ATTACH NOTARY ACKNOWLEDGMENTS*

## EXHIBIT 1

### Legal Description

#### PARCEL ONE:

All of Lot nine (9) and a strip of land five (5) feet in width running along the extreme Southerly side of Lot ten (10) in Block thirteen (13) of the City of Madera, according to map entitled, "Map of the Town of Madera", filed and recorded in the office of the County Recorder of the County of Fresno, State of California, October 7, 1876 in Vol. 3 of Maps, at Page 41.

APN: 007-082-004

#### PARCEL TWO:

Lot eight (8) in block thirteen (13), City of Madera, according to map entitled, "Map of the Town of Madera", filed and recorded in the office of the County Recorder of the County of Fresno, State of California, October 17, 1876 in Vol. 3 of Maps, at Page 41.

APN: 007-082-005

OPTION AGREEMENT EXHIBIT C

MEMORANDUM OF OPTION AGREEMENT

Recording Requested By: .  
City of Madera  
When Recorded Return To:  
City of Madera, City Clerk  
205 W. 4th Street  
Madera, CA 93637

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Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code

No Doc. Tax Due

**MEMORANDUM OF OPTION AGREEMENT  
FOR THE PROPERTY AT 200 AND 204 N "C" STREET**

This MEMORANDUM OF OPTION AGREEMENT ("Memorandum") is made and entered into as of \_\_\_\_\_, 2018, by and between THE CITY OF MADERA, ("CITY"), and MADERA OPPORTUNITIES FOR RESIDENT ENRICHMENT AND SERVICES, INC., ("MORES"), who agree as follows:

A. CITY is the fee owner of that certain real property in Madera County, California more particularly described on Exhibit "1", attached hereto ("Property").

B. Pursuant to the provisions and conditions of that certain Option Agreement, dated \_\_\_\_\_, between CITY and MORES, as the same may be amended and modified from time to time ("Option Agreement"), the provisions and conditions of which are hereby incorporated herein by this reference, CITY has granted to MORES the exclusive right and option to purchase the Property upon and subject to the provisions and conditions and for the term set forth in the Option Agreement.

C. The time period during which the "Option" (as defined in the Option Agreement) may be exercised by MORES commences upon the "Effective Date" (as defined in the Option Agreement) and expires thirty-six (36) months after the Effective Date, unless earlier terminated.

D. This Memorandum is being recorded to give notice to the public that the Property is subject to the provisions and conditions of the Option Agreement.

E. This Memorandum is intended to summarize certain of the provisions and conditions of the Option Agreement, but in no way changes, modifies or otherwise affects any of the provisions and conditions of the Option Agreement.

F. In the event of any conflict between this Memorandum and the Option Agreement, the provisions and conditions of the Option Agreement shall prevail.

**IN WITNESS WHEREOF**, CITY and MORES have executed this Memorandum of Option Agreement as of the day and year above written.

BUYER: Chief Executive Officer

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Herman Perez

This Agreement is executed by the Seller, by and through the Mayor of the City of Madera pursuant to the authority granted by the City on \_\_\_\_\_, 2018.

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

CITY OF MADERA

By: \_\_\_\_\_  
J. Brent Richardson, City Attorney

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

ATTEST:

By: \_\_\_\_\_  
Sonia Alvarez, City Clerk

*ATTACH NOTARY ACKNOWLEDGMENTS*



## EXHIBIT 1

### Legal Description

#### PARCEL ONE:

All of Lot nine (9) and a strip of land five (5) feet in width running along the extreme Southerly side of Lot ten (10) in Block thirteen (13) of the City of Madera, according to map entitled, "Map of the Town of Madera", filed and recorded in the office of the County Recorder of the County of Fresno, State of California, October 7, 1876 in Vol. 3 of Maps, at Page 41.

APN: 007-082-004

#### PARCEL TWO:

Lot eight (8) in block thirteen (13), City of Madera, according to map entitled, "Map of the Town of Madera", filed and recorded in the office of the County Recorder of the County of Fresno, State of California, October 17, 1876 in Vol. 3 of Maps, at Page 41.

APN: 007-082-005

OPTION AGREEMENT EXHIBIT D

QUITCLAIM DEED

Recording Requested By:  
City of Madera  
When Recorded Return To:  
City of Madera, City Clerk  
205 W. 4th Street  
Madera, CA 93637

---

Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code

No Doc. Tax Due

**APN:** 007-082-004  
007-082-005

### **QUITCLAIM DEED**

For valuable consideration, receipt of which is hereby acknowledged,

MADERA OPPORTUNITIES FOR RESIDENT ENRICHMENT AND SERVICES, INC., a California Nonprofit Benefit Corporation, does hereby remise, release and forever quitclaim to the City of Madera, all right, title and interest created or disclosed by that certain Memorandum of Option Agreement, dated as of \_\_\_\_\_, 2018, and recorded on \_\_\_\_\_, 2018 as Document No. \_\_\_\_\_, in and to the real property located in the City of Madera, County of Madera, State of California, as further described on Exhibit "1" attached hereto.

Dated \_\_\_\_\_

MADERA OPPORTUNITIES FOR RESIDENT ENRICHMENT AND SERVICES, INC

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

*ATTACH NOTARY ACKNOWLEDGMENTS*

## EXHIBIT 1

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APN: 007-082-005

## REPORT TO THE SUCCESSOR HOUSING AGENCY BOARD

BOARD MEETING OF: October 10, 2018  
AGENDA ITEM NUMBER: 6A

APPROVED BY:



Executive Director

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

**Summary:** The Successor Housing Agency Board will consider resolution approving a grant agreement with MORES. The grant will be funded with program income in the Low Mod Hosing Fund and the amount is not to exceed \$226,000.

### **DISCUSSION**

The Successor Housing Agency is working with MORES to create a 48 unit affordable housing project within the Agency project area. MORES is in the process of acquiring 121, 125, 200 & 204 N. "C" Street.

The project will include two separate complexes. One a 20 unit affordable multi-family housing complex on 121 & 125 N. "C" Street. The second a 28 unit affordable Veteran/single person multi-family housing complex on 200 & 204 N. "C" Street.

20-unit Affordable Family multi-housing project on approximately 22,500/SF. Project amenities include:

- ✓ **For the resident community** – a 1,230 sf common area will allow for a daycare or other supportive services for residents or families in the surrounding community and a leasing office and maintenance facilities.
- ✓ **For security and convenience** – 24-hour, on-site property management and close walking proximity to downtown shopping and other services.
- ✓ **For recreation and family** – a 3,160 sf playground facility and barbecue/picnic area, plenty of open space and urban greening.
- ✓ **For a better quality of life** – each residence includes central heating and air conditioning, dishwashers, disposals, refrigerators, microwaves and ranges with ovens.
- ✓ **For a better environment and energy bill** – an energy efficient design and green building features will allow for lower utility costs, leaving more disposable income for the residents. In addition, residents also may access a community car sharing electric vehicle on site free of charge.

The project will feature a three-story design. The preliminary conceptual site plan, building elevation and typical floor plans are included in Attachment A. The project will provide:

- ✓ Twelve (12) two-bedroom units with rents ranging from \$357.00 to \$807.00 per month.
- ✓ Eight (8) three-bedroom units with rents ranging from \$411.00 to \$931.00 per month.

28-unit Affordable Veteran/Single Person multi-family housing project on approximately 15,750/SF. Project amenities include.

- ✓ **For the resident community** – a 700 sf common area will allow for supportive services for residents or families in the surrounding community and two 120 sf offices.
- ✓ **For security and convenience** – 24-hour, on-site property management and close walking proximity to downtown shopping and other services.
- ✓ **For recreation and family** – a 560 sf outdoor space on the ground floor and 860 sf outdoor space on the second floor, will offer plenty of open space and urban greening.
- ✓ **For a better quality of life** – each residence includes central heating and air conditioning, dishwashers, disposals, refrigerators, microwaves and ranges with ovens.
- ✓ **For a better environment and energy bill** – an energy efficient design and green building features will allow for lower utility costs, leaving more disposable income for the residents. In addition, residents also may access a community car sharing electric vehicle (proposed).

The project will feature a three-story design. The preliminary conceptual site plan, building elevation and typical floor plans are included in Attachment A. The project will provide:

- ✓ Ten (10) studio units with rents ranging from \$298.00 to \$522.00 per month.
- ✓ Eighteen (18) one-bedroom units with rents ranging from \$300.00 to \$560.00 per month.

Financing for the project is through a combination of local and state funding sources. More's, Inc. will be applying for approximately \$10.0 million in Cap and Trade. They are requesting a not to exceed \$226,000.00 grant from the Successor Housing Agency. A complete pro-forma for the project is included in Attachment B.

The Successor Housing Agency grant is a "not to exceed" amount of \$226,000.00. The Developers will use the funds to acquire the site 121, 125, 200, & 204 N. "C" Street for development. The fair market value of \$186,000 has been determined by an appraisal prepared by Frederick Dean Rollins, Certified Residential Appraiser, Lic. #AR033022. The grant amount will be reduced to cover final total cost at closing.

### **RECOMMENDATION**

Staff recommends the Successor Housing Agency Board adopt the resolution approving the grant agreement with MORES for a 48 unit affordable housing project located at 121, 125, 200 and 204 N. "C" Street.

BW

Attachments:

- Resolution
- Agreement with Exhibit A & Exhibit B

## RESOLUTION NO.

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

WHEREAS, The Successor Housing Agency to the Former Madera Redevelopment Agency (the "Agency") was established in accordance with Ordinance No. 390 S. S. pursuant to Community Redevelopment Law, California Health and Safety Code Sections 33000 et seq. (the "CRL") and has housing set aside funds for use in increasing and improving housing affordable to low and moderate income households ("Affordable Housing"); and

WHEREAS, Madera Opportunities for Resident Enrichment and Services, Inc., a California Nonprofit Benefit Corporation (the "Grantee") whose specific purpose is to assist the disabled and families of moderate to very low income in obtaining housing and becoming self-sufficient and self-reliant through social services and community development, and to assist elderly, handicapped individuals and families in finding housing by constructing, rehabilitating, owning and operating housing units and by the rental of the same to poor, underprivileged, handicapped and elderly; and

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

WHEREAS, such grant will increase and improve the supply of Affordable Housing consistent with CRL §33334.2; and



WHEREAS, such housing will be of benefit to the Project Area in that any housing constructed in the City is either in the Project Area or in close proximity to the Project Area and will be available to current residents of the Project Area; and

WHEREAS, in connection with the Grant Agreement, MORES, in order to receive funding from the Agency is required to record the Agreement and observe mutual covenants and agreements therein; and

WHEREAS, a Grant Agreement, which is on file in the office of the Executive Director of the Agency, and which provides for a grant of not to exceed \$226,000.00 to Grantee, has been prepared to outline the respective obligations of the Agency and the Grantee.

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

\* \* \* \* \*

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

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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**GRANTEE AGREEMENT BETWEEN  
THE SUCCESSOR HOUSING  
AGENCY TO THE FORMER  
MADERA REDEVELOPMENT  
AGENCY AND  
MADERA OPPORTUNITIES FOR  
RESIDENT ENRICHMENT AND  
SERVICES, INC., A CALIFORNIA  
NONPROFIT PUBLIC BENEFIT  
CORPORATION  
FOR AFFORDABLE 20 UNIT  
FAMILY HOUSING PROJECT AND  
28 UNIT VETERAN/SINGLE  
PERSON HOUSING PROJECT**

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**GRANTEE AGREEMENT  
FOR AFFORDABLE HOUSEHOLDS HOUSING PROJECT**

This Agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018, between the SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY (the "Agency") and MADERA OPPORTUNITIES FOR RESIDENT ENRICHMENT AND SERVICES, INC. ("Grantee"),

**RECITALS**

A. The Agency, the City of Madera and its citizens are in need of housing which is affordable to households of lower and moderate income as that term is defined in California Health and Safety Code Section 50093.

B. The Agency desires that housing affordable to lower and moderate income families ("Households") be developed within the City of Madera.

C. The Grantee is a California nonprofit public benefit corporation, specializing in the development, design, construction, and operation of affordable, decent, safe, and sanitary housing projects that are conducive to the general welfare of communities, consisting of apartment complexes to be leased at affordable rents to Households with incomes ranging from very low to moderate income for Madera County. Grantee has submitted a preliminary proposal, attached hereto as **Exhibit "A"**, to provide rental housing through new construction which will be affordable to such households.

D. Grantee's intent is to develop Affordable Housing Project which are affordable to low and moderate income households. To include a 20 unit multi-family affordable housing project and a 28 unit Veteran single person affordable housing project. Grantee in order to go forward will require assistance in the form of a grant from the Agency.

E. The development of such housing can only be accomplished with the assistance of the Agency in the form of a grant to Grantee.

F. The providing of grant funds to the Grantee to assist in the development of rental housing which is affordable to Households is an appropriate use of the Agency's housing set aside funds pursuant to the Community Redevelopment Law more specifically California Health and Safety Code Sections 33000 et seq. (CRL).

G. California Government Code Section 37364 and California Health and Safety Code Section 33334.2 recognize the importance of increasing and improving housing affordable to households of lower and moderate income and authorizes the use of funds to assist in the providing of housing which is affordable to households of

lower and moderate income. In exchange for such grant the Agency must provide a means of guaranteeing that such units will be completed and made available and continue to be made available for affordable housing.

H. The proposal of Grantee which is being considered for assistance includes the development of a total 48 units of affordable multi-family housing within the City of Madera; all of which will be affordable to households of lower income and will remain affordable to such households for a period of at least fifty- five (55) years.

I. The Agency desires that the rental housing be developed in accordance with the proposal submitted and approved by the Agency.

## **AGREEMENT**

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, the Agency and the Grantee agree as follows:

### **ARTICLE I** **DEFINITIONS**

Section 101. Site. "Site" means the property located at 121, 125, 200 & 204 N. "C" Street in the City of Madera, more specifically described in **Exhibit "B"** which is attached to and incorporated in this Agreement.

Section 102. Project. "Project" means the Site and the development of the Site into an affordable 20-unit multi-family on 22,500/SF and 28 unit veteran/single person housing project on 15,750/SF for a combined approximately 38,250/SF. Project amenities include:

#### **20-Unit Affordable Family Housing Complex – 121 & 125 N. "C" Street**

For the resident community – a 1,230 sf common area will allow for a daycare or other supportive services for residents or families in the surrounding community and a leasing office and maintenance facilities.

For security and convenience – 24-hour, on-site property management and close walking proximity to downtown shopping and other services.

For recreation and family – a 3,160 sf playground facility and barbecue/picnic area, plenty of open space and urban greening.

For a better quality of life – each residence includes central heating and air conditioning, dishwashers, disposals, refrigerators, microwaves and ranges with ovens.

For a better environment and energy bill – an energy efficient design and green building features will allow for lower utility costs, leaving more disposable income for the residents. In addition, residents also may access a community car sharing electric vehicle on site free of charge.

The project will feature a three-story design. The preliminary conceptual site plan, building elevation and typical floor plans are included in Exhibit A. The project will provide:

Twelve (12) two-bedroom units with rents ranging from \$357.00 to \$807.00 per month.  
Eight (8) three-bedroom units with rents ranging from \$411.00 to \$931.00 per month.

**28-Unit Affordable Veteran/Single Person Housing Complex  
200 & 204 N. "C" Street**

For the resident community – a 700 sf common area will allow for supportive services for residents or families in the surrounding community and two 120 sf offices.

For security and convenience – 24-hour, on-site property management and close walking proximity to downtown shopping and other services.

For recreation and family – a 560 sf outdoor space on the ground floor and 860 sf outdoor space on the second floor, will offer plenty of open space and urban greening.

For a better quality of life – each residence includes central heating and air conditioning, dishwashers, disposals, refrigerators, microwaves and ranges with ovens.

For a better environment and energy bill – an energy efficient design and green building features will allow for lower utility costs, leaving more disposable income for the residents. In addition, residents also may access a community car sharing electric vehicle (proposed).

The project will feature a three-story design. The preliminary conceptual site plan, building elevation and typical floor plans are included in Attachment A. The project will provide:

Ten (10) studio units with rents ranging from \$298.00 to \$522.00 per month.  
Eighteen (18) one-bedroom units with rents ranging from \$300.00 to \$560.00 per month.

The "Project " also includes the maintenance, management, screening eligibility of applicants to determine their qualification as low and very low income households, the

keeping of records to demonstrate compliance with this agreement and annual reporting to the Agency of rentals, vacancy, income of tenants and affordability of such units once constructed and the rental of such units to households of low and very low income.

Section 103. Grantee. "Grantee" means Madera Opportunities for Resident Enrichment Services, Inc., a California nonprofit public benefit corporation, with an address for purposes of notice under this agreement as follows:

MORES  
205 N. G Street  
Madera, CA 93637  
Attn: Chief Executive Officer

Section 104. Agency. "Agency" means Successor Housing Agency to the Former Madera Redevelopment Agency with an address for noticing purposes as follows:

Successor Housing Agency  
428 East Yosemite Avenue  
Madera CA, 93638  
Attn: Executive Director

Section 105. (Reserved).

Section 106. Households of Low and Very Low Income. Households of "Low" and "Very Low Income" means households whose income levels do not exceed the qualifying limits for such classifications as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937. Such limits are published by the California Department of Housing. See also California Health and Safety Code Sections 50079.5, 50105, 50053 (b) (2), 50053 (b) (1) and 50093 and regulations promulgated thereunder as amended from time to time.

## **ARTICLE II**

### **PURPOSE OF AGREEMENT**

Section 201. Purpose of Agreement. The purpose of this Agreement is to carry out, in part, Agency policies regarding development of housing affordable to lower and moderate income households by providing assistance to Grantee which will allow Grantee to proceed with the Project and successfully complete it. The development of the Project on the Site as provided in this Agreement and the fulfillment of this Agreement generally are in the vital and best interests of the City of Madera ("City"), Agency and the health, safety and welfare of its residents, and are necessary to effectuate the purposes of the Agency's policies and purposes, and are in accord with applicable federal, state and local laws and requirements.

### **ARTICLE III**

#### **TERMS OF GRANT**

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

Section 302. Title Report. Upon Agency issuing Grant Funds to the Grantee, Grantee will provide proof of ownership of the Project by providing Agency with current preliminary title report indicating Grantee's sole ownership in the Fee Title to the Property described herein.

Section 303. Enforceability. The agreements contained herein including all obligations under the Grant Agreement are covenants and legally binding on the Grantee, its heirs, assignees and successors in interests.

Section 304. Indemnification. The Grantee shall indemnify, hold harmless and defend the Agency and its officers, employees, volunteers and agents from any and all loss, liability, costs and damage (whether in contract, tort or strict liability, including without limitation personal injury, death at any time or property damage), and from any claims or actions in law or equity (including attorneys' fees and legal expenses), arising out of or in any way connected with ( 1) any act, error or omission of the Grantee or any of its officers, employees, contractors, agents or representatives on the Site, or ( 2) design, construction, operation or maintenance of the Project or any portion thereof . However, the preceding sentence shall not apply to, and the Grantee shall not be responsible for, any loss, liability, costs or damages caused solely by the negligence or willful misconduct of the Agency, or any of its officers, employees, volunteers or agents acting within the scope of their authority.

Section 305. Nondiscrimination During Project. At all times during the construction, maintenance and operation of the Project the Grantee and its successors, assigns, employees, contractors, and agents shall comply with the following:

A. The Grantee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, national origin or ancestry. The Grantee 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 Grantee shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination requirement.

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

C. The Grantee 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 Grantee 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 Grantee becomes involved in or is threatened with litigation with a contractor, subcontractor or vendor as a result of such direction, the Grantee 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 11 At all times during the performance of this Contract, the Contractor, 11 and the term "Grantee 11 shall be changed to "Contractor " in paragraphs A through C.

Section 306. Restrictions on Assignment. The Grantee shall not, except as expressly permitted by this Agreement, assign or attempt to assign this Agreement or any right herein without prior written approval of the Agency.

In the event that, contrary to the provisions of this Agreement, the Grantee does assign this Agreement or any of the rights herein without the Agency 's approval, the Agency shall be entitled to terminate this Agreement; or, alternatively to seek a nullification of such assignment.

#### **ARTICLE IV USE OF THE SITE**

Section 401. Nondiscrimination. In connection with this Grant or the use of the site or operation of the Project, 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 Grantee itself (or any person claiming under or through the Grantee) shall not establish or permit any such practice or

practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Site, the Project or any portion of either.

Section 402. Form of Nondiscrimination and Nonsegregation. The Grantee shall refrain from restricting the rental, sale or lease of the Site, the Project, any rental units 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, rental agreements or contracts with respect to sale, lease, rental 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 and 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 or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

**ARTICLE V**  
**AFFORDABILITY, ASSURANCES AND REQUIREMENTS**

Section 501. Grant to be Used in connection with Assisting Project. One hundred per cent of the Grant funds provided to Grantee pursuant to this agreement shall be used solely for the acquisition of the Project Site and none shall be kept or used for any other purpose including administrative costs.

**ARTICLE VI**  
**DEFAULT, REMEDIES AND TERMINATION**

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

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

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

Section 602. Legal Actions. In addition to any other rights or remedies, either Party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the Purposes of this Agreement. Such legal action may be instituted in the Superior Court of Madera County, in an appropriate municipal or justice court in Madera County, or in the Fresno Division of the Federal District Court for the Eastern District of California.

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

If the Grantee commences legal action against the Agency, service of process shall be made on the Agency by personal service of the Executive Director of the Agency or in

such other manner as may be provided by law.

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

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

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

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

## **ARTICLE VII** **GENERAL PROVISIONS**

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

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

Section 703. No Payment to Third Parties. The Grantee represents and warrants that it has not paid or given, and will not pay or give, to any third party any money or other consideration for obtaining this Agreement, other than normal costs of conducting

business and costs of professional services such as architects, consultants, engineers and attorneys.

Section 704. Nonliability of Agency Members, Officers and Employees.

Notwithstanding any other provision of this Agreement, no member, officer or employee of the Agency shall be personally liable to the Grantee, or any assignee, transferee or successor in interest of the Grantee, for any default or breach by the Agency or for any amount which may become due to the Grantee or such assignee, transferee or successor, or for any obligation under the terms of this Agreement.

Section 705. Inspection of Books, Records and Documents. The Agency has the right at all reasonable times to inspect the books, records and other documents of the Grantee pertaining to its use of the Grant Funds pertinent to the purposes of this Agreement.

Section 706. Entire Agreement; Waiver; Amendment.

A. This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement includes thirteen (13) pages and two (2) Exhibits (Exhibits A and B), which together constitute the entire understanding and agreement of the Parties.

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

C. All waivers of the provisions of this Agreement must be in writing and signed by the duly authorized representative of the Party making the waiver. All amendments to this Agreement must be in writing and signed by duly authorized representatives of the Agency and the Grantee.

[signatures on next page]

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

AGENCY

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

GRANTEE

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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

By: \_\_\_\_\_  
Herman Perez, Chief Executive Officer

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Brent Richardson, City Attorney

\_\_\_\_\_  
Tom Lewis, Legal Counsel to MORES

Attest:

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



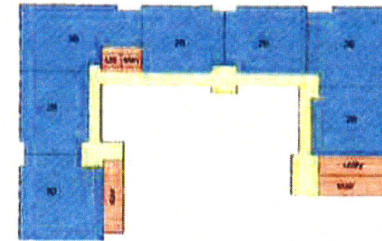
# EXHIBIT A



C Street Exterior Elevation  
(not to scale)



5th Street Exterior Elevation  
(not to scale)

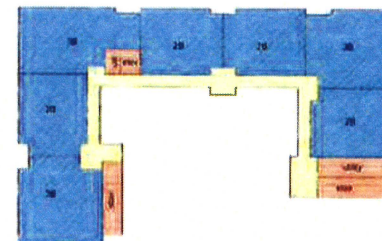


## Overall Building Data

24,800 gross sf  
(12) 2 bedroom units  
(8) 3 bedroom units

## Third Floor

8,150 sf  
(4) 2-bedroom units: 870 sf each (average)  
(2) 3-bedroom units: 1,830 sf each (average)



## Second Floor

8,150 sf  
(4) 2-bedroom units: 820 sf each (average)  
(2) 3-bedroom units: 1,830 sf each (average)



## First Floor

8,500 sf  
(4) 2-bedroom units: 820 sf each  
(2) 3-bedroom units: 1,050 sf each  
(1) community room: 440 sf each  
(1) lobby: 300 sf each  
(1) bicycle storage: 10 stalls  
(1) outdoor space: 2,000 sf each  
(1) playground area: 1,110 sf each

## Site

22,500 sf gross site area  
(22) standard parking stalls  
(1) van accessible stall  
note: electrical charging station to serve  
(1) standard and (1) accessible stall



## Proposed Multi-Family Site Plan and Floor Plans

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



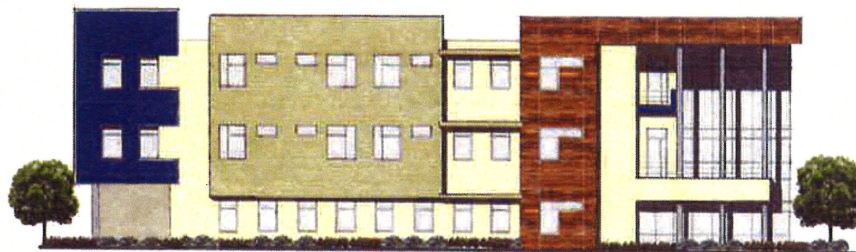
Alley Elevation  
(not to scale)



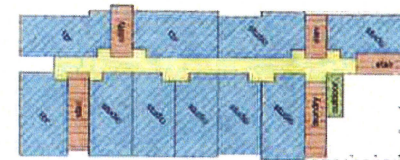
C Street Exterior Elevation  
(not to scale)



Parking Lot Elevation  
(not to scale)



5th Street Exterior Elevation  
(not to scale)

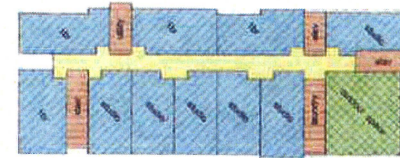


#### Overall Building Data

21,368 gross sf  
50'-0" building height  
(10) 1 bedroom units  
(18) studio units

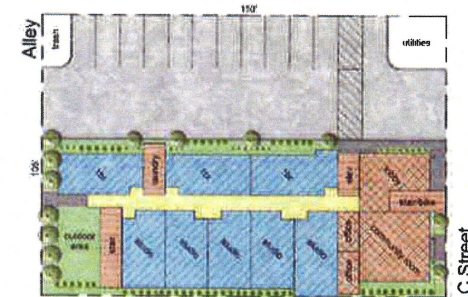
#### Third Floor

6,786 gsf  
(3) 1 bedroom units 520 sf each (average)  
(7) studio units 475 sf each (average)  
(1) outdoor space: 100 sf



#### Second Floor

7,558 sf  
(4) 1-bedroom units 520 sf each (average)  
(8) studio units 475 sf each (average)  
(1) outdoor space: 860 sf each



#### First Floor

7,024 gsf  
(3) 1-bedroom units: 500 sf each (average)  
(8) studio units: 450 sf each (average)  
(2) offices: 120 sf each  
(1) community room: 700 sf each  
(1) lobby: 425 sf each  
(1) bicycle storage: 14 stalls  
(1) outdoor space: 560 sf each

#### Site

15,790 sf gross site area  
(1) standard parking stalls  
(1) van accessible stall  
note: electrical charging station to serve  
(1) standard and (1) accessible stall



PH

PAUL HALAJIAN  
ARCHITECTS  
389 Clovis Ave, Suite 100  
Clovis, CA 93612-1185  
T: 559 297 7900 F: 559 297 7950  
www.hallajianarch.com

### Proposed Veteran's Housing Site Plan and Floor Plans

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



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

**EXHIBIT "B"**  
Legal Description

**FOR APN/PARCEL ID(S): 007-112-014-000**

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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:

THE SOUTHEAST ONE-HALF OF LOT 2; AND LOT 3, ALL IN BLOCK 41 OF THE TOWN, NOW CITY OF MADERA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 3, PAGE 41 OF MAPS, FRESNO COUNTY RECORDS.

**FOR APN/PARCEL ID(S): 007-112-015-000**

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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 1 AND THE NORTHWESTERLY HALF OF LOT 2 IN BLOCK 41 OF THE TOWN, NOW CITY OF MADERA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOOK 3, PAGE 41 OF MAPS, FRESNO COUNTY RECORDS.

**FOR APN/PARCEL ID(S): 007-082-004-000**

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ALL OF LOT NINE (9) AND A STRIP OF LAND FIVE (5) FEET IN WIDTH RUNNING ALONG THE EXTREME SOUTHERLY SIDE OF LOT TEN (10) IN BLOCK THIRTEEN (13) OF THE CITY OF MADERA, ACCORDING TO MAP ENTITLED, "MAP OF THE TOWN OF MADERA", FILED AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF FRESNO, STATE OF CALIFORNIA, OCTOBER 7, 1876 IN VOL. 3 OF MAPS, AT PAGE 41.

**FOR APN/PARCEL ID(S): 007-082-005-000**

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LOT EIGHT (8) IN BLOCK THIRTEEN (13), CITY OF MADERA, ACCORDING TO MAP ENTITLED, "MAP OF THE TOWN OF MADERA", FILED AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF FRESNO, STATE OF CALIFORNIA, OCTOBER 17, 1876 IN VOL. 3 OF MAPS, AT PAGE 41.

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

BOARD MEETING OF: October 10, 2018  
AGENDA ITEM NUMBER: 6B

APPROVED BY:



Executive Director

**Subject:** Consideration of a Resolution Approving an Agreement with California Utility Consultants, Inc., for Engineering Services Related to the Design and Installation of Gas, Electric, Phone, and CATV Facilities for the Adelaide Subdivision

**Summary:** The Successor Housing Agency will consider a resolution approving an agreement with California Utility Consultants, Inc. in an amount not to exceed \$28,500.00

### **HISTORY/BACKGROUND**

The Adelaide Subdivision is currently under design for the infrastructure to serve the 19 unit single family subdivision.

### **SITUATION**

The subdivision will require the installation of dry utilities, gas, electric, phone, cable TV for the residential lots. The conditions of approval for the subdivision require the undergrounding of overhead utilities now in place on Lilly Street. California Utility Consultants, Inc. has submitted a proposal for design and coordination of the subdivision work associated with the dry utilities and the conditions of approval. This action will be funded with Low Mod Housing Fund 4020.

### **RECOMMENDATION**

Staff recommends the Successor Housing Agency adopt the resolution approving the Agreement with California Utility Consultants, Inc. in an amount not to exceed \$28,500.00

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 ADELAIDE SUBDIVISION 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 design and installation of gas, electric, phone, and cable TV facilities (“Services”) for Adelaide Subdivision 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, funds are available for this project in Low – Mod Housing Fund 4020.

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  
Adelaide Subdivision, 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.

\* \* \* \* \*

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

This Agreement made and entered into this 10<sup>th</sup> day of October, 2018, 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 design and installation of gas, electric, phone, and CATV facilities for the for the Adelaide Subdivision (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 design and installation of gas, electric, phone, and cable TV facilities (“Services”) required pertaining to the Adelaide Subdivision “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 \$28,500.00. 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 Insurance Requirements.

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

*Minimum Scope and Limits of Insurance*

Consultant shall maintain limits no less than:

- \$1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- \$1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement,

including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

- **Worker's Compensation** as required by the State of California and \$1,000,000 **Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- \$1,000,000 **Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

#### *Maintenance of Coverage*

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

#### *Proof of Insurance*

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

#### *Acceptable Insurers*

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

#### *Waiver of Subrogation*

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

*Enforcement of Contract Provisions (non estoppel)*

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

*Specifications not Limiting*

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

*Notice of Cancellation*

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

*Self-insured Retentions*

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

*Timely Notice of Claims*

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

*Additional Insurance*

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

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 Bob Wilson, Executive Director  
428 East Yosemite Avenue  
Madera, CA 93638

Gary Ganci  
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.

\* \* \* \* \*

## EXHIBIT A

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

### **PROPOSAL TO PERFORM WORK**

CUC shall perform all services for Client outlined under Section A, Scope of Work, of this Proposal. Such services are subject to Section B, Conditions and Section C, Fee and Payment Schedule, of this Proposal. The total fee for these services is \$28,500.00.

### **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 Rule 15/20 electric designs
- 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.

### **CONDITIONS**

1. Client shall provide the following information. CUC cannot start any design work or processing of utility company applications until all information outlined below has been received:
  - 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
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.