

MEETING NOTICE AND AGENDA

REGULAR MEETING OF THE COUNTYWIDE OVERSIGHT BOARD MADERA COUNTY

Thursday, October 18, 2018

8:30 a.m. – Regular Session

Redevelopment Agency Building – Conference Room
428 East Yosemite Avenue, Madera, California

1. CALL TO ORDER

ROLL CALL

Stell Manfredi, Chairperson

Representing Member of the Public at Large

Andrew J. Medellin, Vice Chairperson

Representing City Selection Committee

Lisa Baker

Representing Independent Special District Selection Committee

Cecilia Massetti, Ed.D.

Representing Madera County Superintendent of Schools

Will Schofield

Representing Chancellor of California Community Colleges

Tom Wheeler

Representing Madera County Board of Supervisors

Bob Wilson

Representing Former Agency Employees

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

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

2. CONSENT CALENDAR

- 2.1 Minutes of the Special Meeting of the Countywide Oversight Board of the Successor Agency to the former Madera Redevelopment Agencies for August 8, 2018 (**City of Madera and City of Chowchilla**)

3. ADMINISTRATIVE ACTIONS

- 3.1 Consideration of a Resolution Adopting the Bylaws for the Countywide Oversight Board Madera County (**City of Madera and City of Chowchilla**)

4. NEW BUSINESS

No items for this section.

5. GENERAL

- 5.1 Consideration of a Resolution Approving the Successor Agency to the Former Madera Redevelopment Agency 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. .
(City of Madera)
- 5.2 Consideration of a Resolution Approving the Successor Agency to the Former Madera Redevelopment Agency Granting Six Street Easement Deeds for Six Successor Agency Owned Parcels to the State of California, Department of Transportation for Property Located on the north side of State Route 145/East Yosemite Avenue at Elm Street **(City of Madera)**
- 5.3. Consideration of Resolution Approving Agreement between the Successor Agency to Former Madera Redevelopment Agency and Fraser & Associates for Services Related to Continuing Bond Disclosure Requirements **(City of Madera)**
- 5.4. Consideration of Resolution Approving Agreement Between the Successor Agency to the Former Madera Redevelopment Agency and Bartel Associates, LLC for Actuarial Consulting Services Related to Agency CalPERS Unfunded Liabilities **(City of Madera)**
- 5.5. Report to Countywide Oversight Board on Anticipated Activity Remaining for Dissolution **(City of Madera)**
- 5.6 Report to Countywide Oversight Board on Anticipated Activity Remaining for the City of Chowchilla Before Dissolution **(City of Chowchilla)**

6. BOARD MEMBER REPORTS

7. ADJOURNMENT

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 Board less than 72 hours before this meeting is available for inspection at the Successor 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 Meeting Agenda of the Regular Meeting of the Countywide Oversight Board of the Successor Agency for the former Madera Redevelopment Agencies for October 18, 2018 to be held at 8:30 a.m. in the Council Chambers at City Hall near the front entrances of City Hall and 428 East Yosemite Avenue before the close of business on Friday, October 12, 2018.


Claudia Mendoza, Recording Secretary

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

**Thursday, August 20, 2018 at 8:30 a.m. – Regular Session
City of Madera City Hall – Council Chambers, 205 West Fourth Street, Madera, California**

ACTION/SUMMARY MINUTES

Meeting Date: October 18, 2018
Item 2.1

1. CALL TO ORDER – REGULAR SESSION

Meeting called to order by Recording Secretary Claudia Mendoza at 9:00 a.m.

ROLL CALL

Board Members Present:

Stell Manfredi, Board Member

Will Schofield, Board Member

Andrew J. Medellin, Board Member

Lisa Baker, Board Member

Bob Wilson, Board Member

Board Members Absent:

Cecilia Massetti, Ed.D. , Board Member

Tom Wheeler, Board Member

Successor Agency Staff Members Present:

City of Chowchilla Director of Finance Rod Pruett, City of Madera City Attorney Brent Richardson and City of Madera Recording Secretary Claudia Mendoza.

2. ELECTION OF OFFICERS/DESIGNATION OF STAFF

2.1 Election of Chairperson of the Oversight Board

Recording Secretary Claudia Mendoza opened nominations to elect Chairperson. Board Member Wilson nominated Board Member Manfredi. There were no other nominations.

Action: Elected Stell Manfredi as Chairperson

Moved by: Board Member Wilson; seconded by Board Member Medellin.

Vote: 5/0. Ayes: Board Members Manfredi, Schofield, Medellin, Baker and Wilson.

Noes: None

Absent: Board Members Massetti and Wheeler.

2.2 Election of Vice-Chairperson of the Oversight Board

Chairperson Manfredi opened nominations for the position of Vice-Chairperson. Board Member Wilson nominated Board Member Medellin. There were no other nominations.

Action: Elected Andrew J. Medellin as Vice Chairperson

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

Vote: 5/0. Ayes: Board Members Manfredi, Schofield, Medellin, Baker and Wilson.

Noes: None

Absent: Board Members Massetti and Wheeler.

PUBLIC COMMENT

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

Chairperson Manfredi opened the public comment portion of the meeting. There being no comments offered, the public comment portion of the meeting was closed.

The Pledge of Allegiance was led by Rod Pruett.

3. CONSENT CALENDAR

3.1 Madera Successor Agency Minutes of the Special Meeting of the Oversight Board for March 19, 2018

Chairperson Manfredi called for questions or comments, there were none.

Action: Approved Consent Calendar as presented.

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

Vote: 5/0. Ayes: Board Members Manfredi, Schofield, Medellin, Baker and Wilson.

Noes: None

Absent: Board Members Massetti and Wheeler.

4. ADMINISTRATIVE ACTIONS

4.1 Discussion Regarding Appointment of Legal Counsel and Direction to Staff

Summary of staff report: The Countywide Oversight Board discussed the appointment of legal counsel for the Board. Oversight Boards for the City of Chowchilla and City of Madera Successor Agencies have completed the more difficult phases of dissolution without legal counsel.

The Countywide Oversight Board determined that the Countywide Oversight Board may proceed without attaining legal counsel.

5. NEW BUSINESS

5.1 Role of the Oversight Board

Summary of staff report: Executive Director Wilson provided a summary to the board members detailing the provisions of Health and Safety Code 34179.

Discussion followed.

6. FUTURE MEETINGS

6.1 Discussion of Future Oversight Board Meeting Schedule

Summary of staff report: The Oversight Board members discussed alternative meeting dates and times of future Oversight Board meetings.

Board Members made the determination that the regular Countywide Oversight Board meetings will take place on the third Thursday of each month at 8:30 AM.

7. BOARD MEMBER REPORTS

Chairperson Manfredi stated that he would like to see a brief status on all active projects that need to be completed for Madera Successor Agency.

Vice Chairperson Medellin suggested that it would be helpful for all Oversight Board members to get a quick history/summary from both Successor Agencies. Chairperson Manfredi agreed.

No other reports were given.

8. ADJOURNMENT

The meeting was adjourned at 9:01 a.m.

Respectfully submitted by,

Claudia Mendoza, Recording Secretary

Stell Manfredi, Chairperson

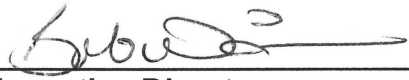
REPORT TO THE COUNTYWIDE OVERSIGHT BOARD

MADERA COUNTY

BOARD MEETING OF: October 18, 2018

AGENDA ITEM NUMBER: 3.1

APPROVED BY:


Executive Director

Subject: Consideration of a Resolution Adopting the Bylaws for the Countywide Oversight Board Madera County

Summary: The Countywide Oversight Board will consider a resolution adopting operational Bylaws.

HISTORY/BACKGROUND

Commencing on and after July 1, 2018, in each county where more than one oversight board were created a single Countywide Oversight Board shall be established to conduct the business of the previous Oversight Boards. The Countywide Oversight Board for Madera County was established pursuant to Health and Safety Code Section 34179 to assist in the close out and wind down of the dissolved redevelopment agencies. The first meeting of the Countywide Oversight Board was held on August 9, 2018. On August 9, 2018 business items were discussed and the election of the Chairperson and Vice Chairperson was held.

Bylaws need to be adopted in order to facilitate the process of the meetings and establish the rules for the Countywide Oversight Board. Suggested Bylaws are attached.

RECOMMENDATION

Staff recommends the Countywide Oversight Board adopt the resolution approving the Bylaws.

BW

Attachment:
-Bylaws
-Resolution

RESOLUTION NO. OB 18-__

RESOLUTION OF THE COUNTYWIDE OVERSIGHT BOARD
MADERA COUNTY, CALIFORNIA, APPROVING COUNTYWIDE
OVERSIGHT BOARD BYLAWS

WHEREAS, as part of Health and Safety Code Section 34179 (j) a Countywide Oversight Board shall replace existing Oversight Boards where more than one Oversight Board had been created to wind down the former redevelopment agencies' affairs; and

WHEREAS, on June 26, 2018 the Madera County Auditor-Controller notified the Department of Finance how the Countywide Oversight Board was staffed, the name of the Countywide Oversight Board Members, and each participating Successor Agency; and

WHEREAS, the Countywide Oversight Board desires to establish Bylaws, including but not limited to the designation of officers and the conduct of meetings.

NOW, THEREFORE, the Countywide Oversight Board for the County of Madera hereby finds, determines, resolves and orders as follows:

1. The above recitals are true and correct.
2. The Bylaws of the Countywide Oversight Board, a copy of which is attached hereto and incorporated herein as Exhibit A, are hereby approved and adopted.
3. This resolution is effective immediately upon adoption.

* * * * *

**COUNTYWIDE OVERSIGHT BOARD
MADERA COUNTY
CALIFORNIA**

BYLAWS

ARTICLE I – THE COUNTY OVERSIGHT BOARD

Section 1. Purpose

The Countywide Oversight Board (hereinafter the "Oversight Board") shall perform the duties described in Chapter 4 (commencing with Section 34179) of Part 1.85 of Division 24 of the Health and Safety Code in connection with the winding down of the affairs of the former Madera County Redevelopment Agencies (hereinafter the "former Agencies") by the City of Chowchilla and City of Madera in their capacity as the Successor Agencies (hereinafter the Successor").

Section 2. Membership

a. Total Membership/Appointment

The total membership of the Oversight Board shall be seven (7) selected as follows:

- (1) One member shall be appointed by the Board of Supervisors of the County of Madera;
- (2) One member shall be appointed by the city selection committee established pursuant to Section 50270 of the Government Code;
- (3) One member shall be appointed by the independent special district selection committee established pursuant to Section 56332 of the Government Code, for the types of special districts that are eligible to receive property tax revenues pursuant to Section 34188;
- (4) One member may be appointed by the county superintendent of schools to represent schools if the superintendent is elected;
- (5) One member shall be appointed by the Chancellor of the California Community Colleges to represent community college districts in the County of Madera;

- (6) One member shall be a member of the public appointed by the Board of Supervisors of the County of Madera; and
- (7) One member, to represent the employees of the former Redevelopment Agency, shall be appointed by the recognized employee organization representing the largest number of successor agency employees in the county.

The members shall serve without compensation and without reimbursement for expenses. Each member shall serve at the pleasure of the entity that appointed such member.

b. Duration

The Countywide Oversight Board shall cease to exist when all successor agencies subject to its oversight have been formally dissolved pursuant to Section 34187.

Section 3. Local Entity

Pursuant to subdivision (3) of Section 34179 of the Health and Safety Code, the Oversight Board shall be deemed to be a local entity for purposes of the Ralph M. Brown Act, the California Public Records Act, and the Political Reform Act of 1974.

Section 4. Personal Immunity

Oversight Board members shall have personal immunity from suit for their actions taken within the scope of their responsibilities as members of the Oversight Board.

Section 5. Fiduciary Responsibilities

Oversight Board members shall have fiduciary responsibilities to holders of enforceable obligations, as that term is defined in subdivision (d) of Section 34171 of the Health and Safety Code, and the taxing entities that benefit from distributions of property tax and other revenue pursuant to Section 34188 of the Health and Safety Code.

Section 6. Resignation

Any Oversight Board member may resign at any time by giving written notice to the Chairperson, who shall forward such notice to the Successor Agency and to DOF. Any

such resignation will take effect upon receipt or upon any date specified therein. The acceptance of such resignation shall not be necessary to make it effective.

Section 7. Filling of Vacancies

In the event of a vacancy on the Oversight Board, the appointing entity for the vacant seat shall select a member to fill such vacancy as soon as reasonably practicable, provided, however, that the Governor may appoint individuals to fill any member position that remains vacant for more than sixty (60) days.

ARTICLE II - OFFICERS

Section 1. Chairperson

The Chairperson shall preside at all meetings of the Oversight Board. The Chairperson shall sign all documents necessary to carry out the business of the Oversight Board.

Section 2. Vice Chairperson

The Vice Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson. In the event of the death, resignation or removal of the Chairperson, the Vice Chairperson shall assume the Chairperson's' duties until such time as the Oversight Board shall elect a new Chairperson.

Section 3. Secretary

The Executive Director of the Successor Agency shall designate a person to serve as the Secretary to the Oversight Board. The Secretary shall keep the records of the Oversight Board, shall act as secretary at meetings of the Oversight Board, shall record all votes, keep a record of the proceedings of the Oversight Board, and shall perform all duties incident to the office. The Secretary shall maintain a record of all official proceedings of the Oversight Board and its programs. In the Absence of the Secretary, the Executive Director to the Successor Agency shall appoint a member of the staff to act as Secretary.

Section 4. Designated Contact Person for State Department of Finance

The Executive Director of the Successor Agency to the former Madera Redevelopment Agency as selected by the County of Madera shall be the designated point of contact for communications with the Department of Finance.

Section 5. Election

The Chairperson and Vice Chairperson shall be elected from among the members of the Oversight Board at the first meeting of the Oversight Board.

Section 6. Vacancies

Should the office of the Chairperson or Vice Chairperson become vacant, the Oversight Board shall elect a successor from among the Oversight Board members at the next regular or special meeting.

ARTICLE III - MEETINGS

Section 1. Regular Meetings

Regular meetings of the Oversight Board shall be held on the third Thursday of the month. Meetings shall be convened at 8:30 a.m. and will be held in the Council Chambers at City Hall, 205 West 4th Street, Madera, California. In the event that the regular meeting date shall be a legal holiday, then any such regular meeting shall be held on the next succeeding business day at the same hour and location.

Section 2. Special Meetings

A special meeting may be called at any time pursuant to and in accordance with the provisions of the Ralph M. Brown Act (Government Code Sections 54959 et seq.).

Section 3. Adjourned Meetings

Any meeting of the Oversight Board may be adjourned to an adjourned meeting without the need for notice requirements of a special meeting, provided the adjournment indicates the date, time and place of the adjourned meeting. Oversight Board members absent from the meeting at which the adjournment decision is made shall be notified by the Secretary of the adjourned meeting. In adjourning any meeting, there shall be compliance with all procedures of the Brown Act.

Section 4. All Meetings to be Open and Public

All meetings of the Oversight Board shall be open and public to the extent required by law. All persons shall be permitted to attend any such meetings, except as otherwise provided by law.

Section 5. Posting Agendas/Notices

The Secretary or his/her authorized representative, shall post an agenda for each regular or special meeting of the Oversight Board that shall contain a brief description of each item of business to be transacted or discussed at the meeting, together with the time and location of the meeting. Agenda/notices shall be posted at Madera City Hall in a location readily accessible to the public at least seventy-two (72) hours in advance of each regular meeting and at least twenty-four (24) hours in advance of each special meeting.

All notices required by law for proposed actions by the Oversight Board shall also be posted on the Oversight Board's website.

Section 6 – Order of Business

The order of business of each meeting shall be as contained in the agenda prepared by the Oversight Board Secretary. The agenda shall be a listing by topic of the subjects which shall be taken up for consideration in the following order:

- (1) Call to Order
- (2) Roll Call
- (3) Pledge of Allegiance
- (4) Public Comment
- (5) Consent Calendar

- (6) Presentations/Administrative Reports
- (7) New Business
- (8) Board Member Reports
- (9) Adjournment

At any meeting, the Oversight Board members, by a vote of the majority of the members, may change the order of business.

Section 7 – Right of Public to Appear and Speak

At every regular meeting, members of the public shall have an opportunity to address the Oversight Board on matters within the Oversight Board's subject matter jurisdiction. Public input and comment on matters on the agenda, as well as public input and comment on matters not otherwise on the agenda, shall be made during the time set aside for public comment; provided, however, that the Oversight Board may direct that public input and comment on matters on the agenda be heard when the matter regularly comes up on the agenda. The Chairperson may limit the total amount of time allocated for public discussion on particular issues and/or the time allocated for each individual speaker.

Section 8 – Non-Agenda Items

Matters brought before the Oversight Board at a regular meeting which were not placed on the agenda of the meeting shall not be acted upon by the Oversight Board at that meeting unless action on such matters is permissible pursuant to the Ralph M. Brown Act (Government Code Section 54950 et seq.). Those non-agenda items brought before the Oversight Board which the Oversight Board determines will require Oversight Board consideration and action and where Oversight Board action at the meeting is not so authorized, shall be placed on the agenda for the next regular meeting.

Section 9 – Quorum

A majority of the members of the Oversight Board shall constitute a quorum for the purpose of conducting its business, exercising its powers, and for all other purposes. A small number of members may adjourn a meeting from time to time until a quorum is present.

Section 10. Action Minutes

Action Minutes of the meetings of the Oversight Board shall be prepared in writing by the Secretary. Copies of the minutes of each Oversight Board meeting shall be made available to each member of the Oversight Board. Approved minutes shall be filed in the official records of the Oversight Board.

Section 11. Conflict of Interest

All Oversight Board members are subject to the provisions of California Law, such as Chapter 7, Title 9, of the California Government Code, relative to conflicts of interest.

Section 12. Amendments to Bylaws

The Bylaws of the Oversight Board may be amended by the Oversight Board at any regular or special meeting by a vote of the majority of the Oversight Board members, provided that no such amendment shall be adopted unless at least seven days' written notice thereof has been previously given to all members of the Oversight Board. Such notice shall identify the section or sections of the Bylaws proposed to be amended.

* * * * *

ADOPTED Sept 20, 2018, by Resolution No. COB 18-____ by the Oversight Board of the Madera County Successor Agencies.

Stell Manfredi, Chairperson
Countywide Oversight Board

I hereby certify and attest that the foregoing Bylaws were adopted by Resolution No. COB 18-____, introduced at a special meeting of the Oversight Board of the Madera County Successor Agencies on Sept. 20, 2018.

Claudia Mendoza, Recording Secretary
Successor Agency to the former Madera
Redevelopment Agency

REPORT TO THE COUNTYWIDE OVERSIGHT BOARD MADERA COUNTY

BOARD MEETING OF: October 18, 2018
AGENDA ITEM NUMBER: 5.1

APPROVED BY:


Executive Director

Subject: Consideration of a Resolution Approving the Successor Agency to the Former Madera Redevelopment Agency 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 Countywide Oversight Board will consider a resolution approving the Successor Agency sale of 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.

SITUATION

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. An appraisal has been prepared by F. Dean Rollins and determined the fair market value to be \$96,000.00. 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.



On October 10, 2018 The Successor Agency to the Former Madera Redevelopment Agency approved Agreement for the sale of 121 and 125 N. "C" Street to Madera Opportunities for Resident Enrichment and Services, Inc.

RECOMMENDATION

Staff recommends the Countywide Oversight Board adopt the resolution approving the Successor Agency to the Former Madera Redevelopment Agency 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.

Attachments:

-Resolution (COB)

-Agreement

RESOLUTION NO. OB 18-__

RESOLUTION OF THE COUNTYWIDE OVERSIGHT BOARD MADERA COUNTY,
CALIFORNIA, APPROVING THE SUCCESSOR AGENCY TO THE FORMER
MADERA REDEVELOPMENT AGENCY SALE OF PROPERTY LOCATED AT 121
& 125 NORTH "C" STREET, IN THE CITY OF MADERA

WHEREAS, the Oversight Board per Health and Safety Code Section 34181 (a) has directed the
Successor Agency to dispose of all assets and properties of the former redevelopment agency; and

WHEREAS, on October 10, 2018 the Successor Agency to the Former Madera Redevelopment
Agency (the "Agency") approved the Purchase and Sales Agreement (the "Agreement") attached hereto as
Exhibit "A" to Madera Opportunities for Resident Enrichment and Services, Inc. two parcels of land
located at 121 and 125 N. "C" Street (the "Property") in the City of Madera; and

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

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

WHEREAS, the Former Madera Redevelopment Agency funded the purchase of the Property in FY
2007-08 with non-housing bond proceeds; and

WHEREAS, proceeds from the sale of property purchased with bond proceeds shall be deposited
back into the bond fund; and

WHEREAS, the sale of the Property is consistent with the Agency's Long Range Property
Management Plan.

NOW THEREFORE, THE COUNTYWIDE OVERSIGHT BOARD MADERA COUNTY, does
hereby resolve, find and order as follows:

1. The above recitals are true and correct.

2. The Countywide Oversight Board has reviewed the sale of 121 & 125 North "C" Street by the Successor Agency to the former Madera Redevelopment Agency and found the sale in agreement with the LRPMP, Exhibit "C" attached hereto as Exhibit "B".

3. The Agreement as approved and presented by the Successor Agency to the former Madera Redevelopment Agency is hereby approved.

4. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT "A"

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

EXHIBIT "A"
Legal Description

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

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

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.

EXHIBIT B



City of Madera Successor Agency Long Range Property Management Plan

Exhibit C

Page 1 of 3



Background Information

• Map Reference	#8
• Address	121/125/129 North C Street
• Assessor Parcel Number(s)	007-112-015 and 007-112-014
• Current Zoning	C-1
• Current Use	Vacant lot
• Original Seller	Marathon Properties
• Original Appraised Value	\$225,000
• Purchase Price	\$225,000
• Primary and Supplemental Funding Sources	Bond Proceeds
• <u>Property History</u>	
The property was a parking lot for activities held at Griffin Hall.	

Parcel Information

• Land Description	
Lot Size	22,500 sf
Topography	Level
Known Drainage Issues	None
Known Ground Stability Issues	None
• Building Description	
No. of Buildings	Vacant lot
Building Area	
Construction Type	
Year Built	
Improvement Date	
Vehicle Parking	

Agency Revenue

Is Agency receiving lease or rental income for the private use of the property?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If Yes, indicate amount of Agency's annual rent/lease income	\$

If Yes, describe essential contract provisions (i.e., renter/lessee, term, rent calculations, restrictions/obligations, etc.)

Environmental

• Have any environmental tests or assessments been performed on the property?

Yes ☐

No ☒

• If Yes, describe the work performed and dates (i.e. Phase 1, Phase 2, borings, etc.)

• If Yes, describe the current environmental condition of the site

• Has the property been designated as a "Brownfield" site?

Yes ☐

No ☒

• If No, would the property qualify for such a Brownfield designation?

Yes ☐

No ☒

Unknown ☐

• Describe any remediation work performed on the property

None

Previous Development Proposals

Describe any previously proposed or solicited development plans for the property, including any short-term and/or long-term lease/rental arrangements.

A private developer submitted plans for a ten (10) unit apartment complex that never went through the planning process.

Estimate of Current Property Value

• Fair Market Value Appraisal

Sales Comparison

Income Capitalization Analysis

• Estimated Current Value

\$112,500 (\$5.00 psf)

Reuse Assessment and Recommended Plan

• Describe the property's potential transit-oriented development.

None

• Describe the reuse potential of the property in terms of advancing the Successor Agency's planning objectives.

The property has been in its current state for over forty (40) years. During a majority of that time there was a covenant that prevented the sale or development of the

property. That covenant is no longer in place.

The acquisition of 112/122/126 North B Street would have increased the size of the property to 48,750 sf. This would require the expenditure of remaining bond proceeds. The problem is that the B Street properties were appraised in 2007 at the height of the real estate boom. Values have probably declined by 30-40%; however, the property owners will be fixed on the 2007 values.

Over the past ten (10) years most of the new construction in the "central business district" has been driven by the public sector or the Darin Camarena Health Centers. This is in spite of the fact the vacancy rate is lower than other areas of the City. The tenants tend to be small, family-owned businesses and Sears is the only national chain located in the downtown area. This creates a scenario whereby the City/taxing entities may not realize an immediate return on investment.

• Recommended Action:

Liquidate property at fair market value.

REPORT TO COUNTYWIDE OVERSIGHT BOARD MADERA COUNTY

BOARD MEETING OF: October 18, 2018
AGENDA ITEM NUMBER: 5.2

APPROVED BY:



Executive Director

Subject: Consideration of a Resolution Approving the Successor Agency to the Former Madera Redevelopment Agency Granting Six Street Easement Deeds for Six Successor Agency Owned Parcels to the State of California, Department of Transportation for Property Located on the north side of State Route 145/East Yosemite Avenue at Elm Street

DISCUSSION

As part of 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 street easements on six Agency owned parcels.

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

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 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 street 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.

RECOMMENDATION

Staff recommends the Countywide Oversight Board adopt the resolution approving the Successor Agency to the Former Madera Redevelopment Agency Granting Six Street Easement Deeds for Six Successor Agency Owned Parcels to the State of California, Department of Transportation for Property Located on the north side of State Route 145/East Yosemite Avenue at Elm Street.

Attachments:
-Resolution (COB)
-Exhibit "A"

RESOLUTION NO. OB 18-____

RESOLUTION OF THE COUNTWIDE OVERSIGHT BOARD, MADERA COUNTY APPROVING THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY GRANTING SIX STREET EASEMENT DEEDS FOR SIX SUCCESSOR AGENCY OWNED PARCELS TO THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION FOR PROPERTY LOCATED ON THE NORTH SIDE OF STATE ROUTE 145/EAST YOSEMITE AVENUE AT ELM STREET

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 the Agency's Long-range Property Management Plan Exhibit "D" approved by DOF on March 6, 2015 attached hereto as Exhibit "B" 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" 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 Successor Agency to the Former Madera Redevelopment Agency Granting of Six Street Easement Deeds on Six Agency owned parcels to the State of California, Department of Transportation described above is approved.
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. 5, PAGE 15, M.C.R.

LOT 44
VESTA ADDITION
VOL. 5, PAGE 15, M.C.R.

008-143-021

MADERA REDEVELOPMENT AGENCY

GRANT DEED NO. 2010011123

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

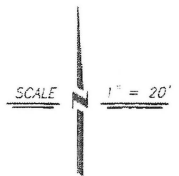


SR 145 (YOSEMITE AVE)

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



INDICATES 10' WIDE STREET EASEMENT
BEING OFFERED FOR DEDICATION



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:

(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 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

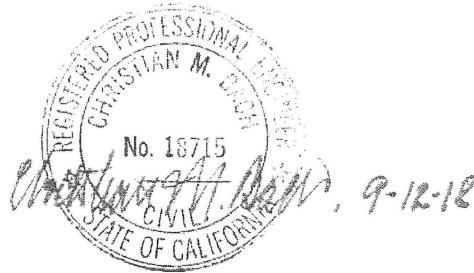


EXHIBIT "B"

FRESNO RIVER

32.85'
S57° 07' 00"W

17.15'
S48° 08' 00"W

10.0'

101.55'
N39° 37' 00"W

007-142-001

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

S39° 37' 00"E
105.39'

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.

N49° 43' 00"E
50.00'

N49° 43' 00"E

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



SR 145 (YOSEMITE AVE)

SCALE 1" = 20'



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

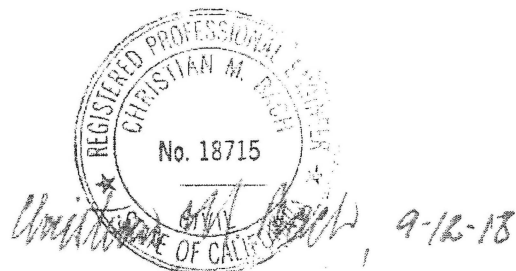
APN 008-143-018

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.

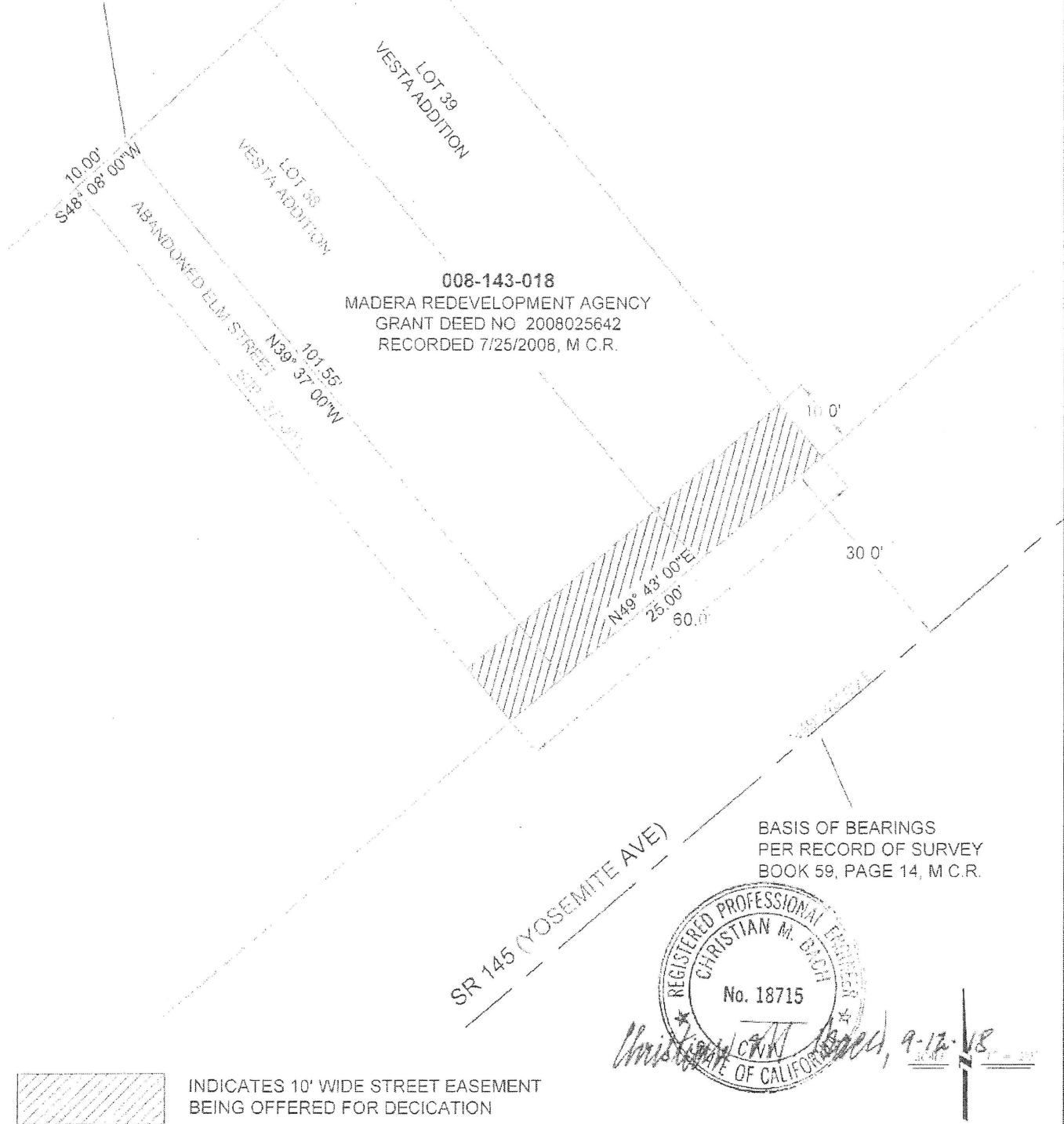
Containing 600.00 square feet.

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

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 008-143-019

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.

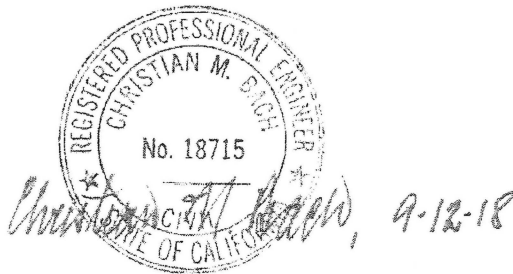


EXHIBIT "B"

FRESNO RIVER

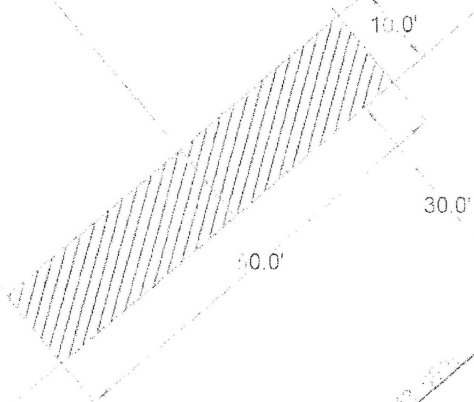
LOT 41
VESTA ADDITION
VOL. 5, PAGE 15, M.C.R.

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.



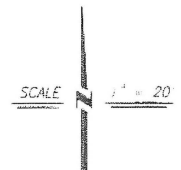
Christian M. Bach, 9-12-18



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
SP. NO.	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.

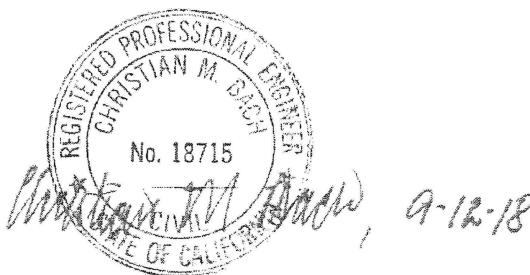


EXHIBIT "B"

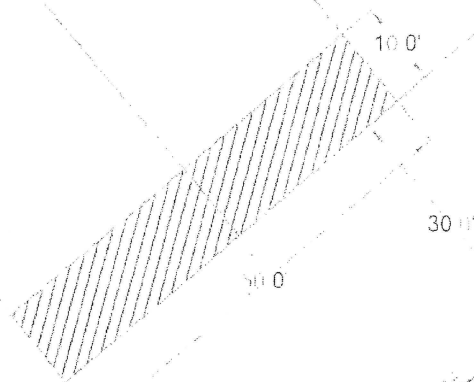
FRESNO RIVER

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.

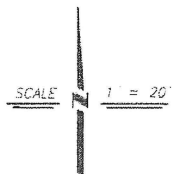


SR 145 (YOSEMITE AVE)

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



INDICATES 10' WIDE STREET EASEMENT
BEING OFFERED FOR DEDICATION



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

T.R.E.

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**

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 008-143-003

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.

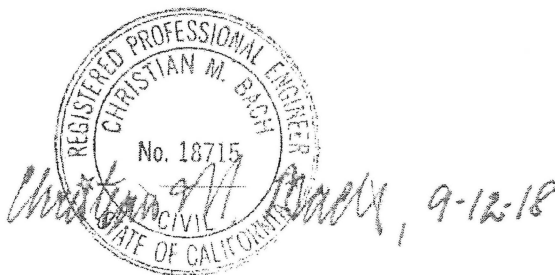


EXHIBIT "B"

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.

15.0'

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

SR 145 1 OF 1

REPORT TO COUNTYWIDE OVERSIGHT BOARD MADERA COUNTY

BOARD MEETING OF: October 18, 2018
AGENDA ITEM NUMBER: 5.3

APPROVED BY:



Executive Director

Subject: Consideration of Resolution Approving Agreement between the Successor Agency to Former Madera Redevelopment Agency and Fraser & Associates for Services Related to Continuing Bond Disclosure Requirements

SUMMARY

The Successor Agency per the bond indentures requires on-going Continuing Disclosure Services related to its outstanding bond issues. Per H&S Code Section (34171)(d)(1) payments required under the indenture of outstanding bonds qualify and an enforceable obligation. Fraser & Associates provided the Successor Agency a proposal for disclosure services in the amount of \$3,000 per year beginning March 2019 attached and referred to as Exhibit "B".

The Successor Agency on October 10, 2018 approved an Agreement with Fraser & Associates attached hereto as Exhibit "A". The cost for this service is included in the Agency ROPS. RPTTF is used to fund this activity.

RECOMMENDATION

Staff recommends the Countywide Oversight Board, Madera County adopt the resolution approving Agreement between the Successor Agency to the Former Madera Redevelopment Agency and Fraser & Associates for bond disclosure.

BW

Attachments:

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

RESOLUTION NO. OB 18-__

RESOLUTION OF THE COUNTYWIDE OVERSIGHT BOARD, MADERA COUNTY APPROVING AGREEMENT BETWEEN SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, AND FRASER & ASSOCIATES, FOR CONTINUING BOND DISCLOSURE SERVICES

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

WHEREAS, Health and Safety Code Section 34171(d)(1)(A) includes as an enforceable obligation payments required under the indenture; and

WHEREAS, the Agency on October 10, 2018 approved an agreement with Fraser & Associates for Services (“the “Agreement”) attached hereto as Exhibit “A”; and

WHEREAS, funding for this Agreement is included in ROPS 18-19 line 7 as approved by the Oversight Board and the Department of Finance.

NOW, THEREFORE, THE COUNTYWIDE OVERSIGHT BOARD, MADERA COUNTY, CALIFORNIA hereby finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The payment of cost required under the Successor Agency bond indenture qualify as an enforceable obligation.
3. The Agreement between the Successor Agency to the Former Madera Redevelopment Agency and Fraser & Associates is hereby approved.
4. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT "A"

AGREEMENT FOR CONTINUING DISCLOSURE CONSULTING SERVICES

This Agreement is made and entered into this 10th 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.

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

MAYOR

CONSULTANT:

FRASER & ASSOCIATES

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

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. 4th 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

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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 long horizontal stroke at the end.

Donald J. Fraser

REPORT TO THE COUNTYWIDE OVERSIGHT BOARD MADERA COUNTY

BOARD MEETING OF: October 18, 2018
AGENDA ITEM NUMBER: 5.4

APPROVED BY:



Executive Director

Subject: Consideration of Resolution Approving Agreement Between the Successor Agency to the Former Madera Redevelopment Agency and Bartel Associates, LLC for Actuarial Consulting Services Related to Agency CalPERS Unfunded Liabilities

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 for services to calculate the Agency's unfunded PERS liability. The Agency on October 10, 2018 approved an agreement with Bartel Associates for said services. The Agency will utilize funding within its administrative allowance budget for this agreement.

RECOMMENDATION

Staff recommends the Countywide Oversight Board, Madera County adopt the resolution approving the Agreement between the Successor Agency to the Former Madera Redevelopment Agency and Bartel Associates, LLC in an amount not to exceed \$6,000.

BW

Attachments:

- Resolution (Agency)
- Agreement

RESOLUTION NO. OB 18-___

RESOLUTION OF THE COUNTYWIDE OVERSIGHT BOARD, MADERA COUNTY APPROVING AGREEMENT BETWEEN SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, AND 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, on October 10, 2018 the Agency approved an Agreement with Bartel Associates, LLC, an actuarial consulting firm qualified to calculate the Former Madera Redevelopment Agency unfunded CalPERS liability attached hereto as Exhibit "A"; and

WHEREAS, the Agency will utilize funding within its administrative allowance budget for this agreement.

NOW, THEREFORE, THE COUNTYWIDE OVERSIGHT BOARD, MADERA COUNTY,
CALIFORNIA hereby finds, determines, resolves and orders as follow::

1. The recitals listed above are true and correct.
2. The Agreement between the Successor Agency to the Former Madera Redevelopment Agency and Bartel Associates, LLC for actuarial consulting services related to the calculation of the CalPERS unfunded liability of the Former Madera Redevelopment attached hereto as Exhibit "A" is hereby approved.
3. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT "A"

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

This Agreement is made and entered into this 10th 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

REPORT TO THE COUNTYWIDE OVERSIGHT BOARD MADERA COUNTY

BOARD MEETING OF: **October 18, 2018**
AGENDA ITEM NUMBER: **5.5**

APPROVED BY:



Executive Director

Subject: Report to Countywide Oversight Board on anticipated activity remaining for dissolution.

Summary: The Countywide Oversight Board will be provided with a report of remaining activity to wind down Successor Agency to the former Madera Redevelopment Agency

DISCUSSION

As requested the Oversight Board is being provided with a list of items necessary to complete the dissolution process. Per dissolution law the Countywide Oversight Board shall cease to exist when all debt, of the successor agencies subject to its oversight, has been retired and the agencies are formally dissolved pursuant to Section 34187.

Currently at minimum the Oversight Board has to meet at least once a year to approve the Successor Agencies annual budget/ROPS. Successor Agencies have the option when circumstances permit to file a last and final ROPS. The last and final ROPS list all the Agencies enforceable obligations through final debt service, 2038 for the City of Madera Successor Agency.

At this time the Madera Successor Agency has two remaining activities to complete. The sale of Successor Agency owned properties and utilization of remaining \$4.6 million in bond funds.

Sale of Property: As the Agency has been a constant participant in the real estate market the Agency has been able to represent itself in the search for potential buyers. Currently several developers have expressed an interest in remaining properties. Options to expedite the process would be to begin listing the properties. If listing does not produce a buyer the final option will be to let the properties go to auction.

- Agency owned properties
 - 121 & 125 North C Street – Committed to housing project
 - 321 S. E Street – Appraised value \$85,000 (April 2015)
 - 320 S. D Street – Appraised value \$82,000 (April 2015)
 - UPRR lot 9th & E Street- has not been appraised. The lot has a railway spur on it.
 - 1321, 1399, 1401, 1403, 1405 & 1407 E. Yosemite Avenue – lots have not been appraised. Agency is completing offsite improvements for future development.

Utilize the remaining bond funds:

- Projects utilizing bond funds

- **Adelaide Subdivision** design and infrastructure improvements. The Successor Agency is utilizing bond funds to take this 19 unit low income subdivision through the design and infrastructure improvement process. ROPS:
 - Line 154 Engineering & Design \$85,000, Anticipate plans to engineering for review the end of October, plus 3 months in review.
 - Line 156 Construction of Infrastructure \$1,290,755 out to bid early 2019
 - Line 162 Haul in dirt and grading \$189,810 as needed
- **Riverwalk Subdivision** 12 lot subdivision in final stage of development. ROPS
 - Line 161 Dry utilities, CFD process, lot grading \$462,149
- **East Yosemite lot development and street widening project** - six agency owned vacant lots on east Yosemite. The Former RDA purchased these dilapidated properties prior to dissolution. They were purchased as part of the bigger project taking place including the future objective of widening Yosemite Ave. to four lanes and acquisition of parcels for Crossroad Shopping Center. ROPS:
 - Line 163 E. Yosemite lot development offsite improvements \$600,970.
- **Adell Street Improvement Project**
 - Line 164 Infrastructure Projects – Adell realignment \$265,000
 The Successor Agency to the former Madera Redevelopment Agency has determined that the use of Successor Agency bond funds to incentivize a realignment of a portion of Adell Street to intersect with Kennedy Street represent a benefit to the community and would not otherwise be constructed without this incentive. As such, the Successor Agency will reimburse the developer for all costs of constructing the first segment of a realigned Adell Street up to an amount that does not exceed \$265,000. Those items that are reimbursable include: all elements of a sewer line and laterals up to the property line, all elements of a water line, blowoff assemblies, fire hydrants and laterals up to the property line and full street construction including paving, curb and gutter, sidewalk and streetlights.
 - Line 164 Infrastructure Projects – Adell infrastructure \$1,395,775
 Installation of water, sewer and storm drain.

Successor Agency property sales and project agreements require Oversight Board approval. While the Agency has enforceable obligations associated with Agency property and bond funded projects, submittal of the last and final ROPS would not be practical.

RECOMMENDATION

Information report only.

REPORT TO THE COUNTYWIDE OVERSIGHT BOARD MADERA COUNTY

BOARD MEETING OF: October 18, 2018
AGENDA ITEM NUMBER: 5.6

APPROVED BY:



Chowchilla Director of Finance

Subject: Report to Countywide Oversight Board on anticipated activity remaining for the City of Chowchilla before dissolution

Summary: The Countywide Oversight Board will be provided with a report of remaining activity to wind down Successor Agency to the former Chowchilla Redevelopment Agency

SITUATION

As requested the Oversight Board is being provided with a list of items necessary to complete the dissolution process. Per dissolution law the Countywide Oversight Board shall cease to exist when all debt, of the successor agencies subject to its oversight, has been retired and the agencies are formally dissolved pursuant to Section 34187.

Currently at minimum the Oversight Board has to meet at least once a year to approve the Successor Agencies annual budget/ROPS. Successor Agencies have the option when circumstances permit to file a last and final ROPS. The last and final ROPS list all the Agencies enforceable obligations through final debt service, 2036 for the City of Chowchilla Successor Agency.

At this time the Chowchilla Successor Agency has one remaining activity to complete.

- The sale of Agency owned properties
 - All but 4 parcels of have been either sold or transferred to the City for governmental use
 - 2 Right of Way parcels
 - These are part of a settlement agreement with Greenhills Holdings, LLC and are being transferred in the form of lot line adjustments to properties currently owned by Greenhills Holdings, LLC
 - Berenda Canal Parcel & 1 Right of Way
 - These were erroneously missed when property was previously transferred to the City for governmental use and will be transferred soon.

All Successor Agency property sales and project agreements require Oversight Board approval. While the Agency has these named enforceable obligations associated with Agency property and bond funded projects, submittal of the last and final ROPS would not be practical.

Brief History of the former Chowchilla Redevelopment Agency:

- Issued roughly \$7.9M in bonds 2005
 - \$6.2M in project funds
- Refunded the bond is 2016
 - \$6.2M refunded- Matures in 2036
- Purchased roughly 140 acres of land
- 30 acres retained for government use
- 110 acres sold for development
- Constructed a new city well
- Used funds as a match towards a HOME grant for a low income housing project

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