

## **JOINT MEETING NOTICE AND AGENDA**

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

**Wednesday, December 13, 2017 at 6:00 p.m.**

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

#### **1. 6:00 p.m. – CALL TO ORDER**

##### **ROLL CALL**

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

##### **INVOCATION**

Pastor David Dougherty, Harvest Community Church

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

##### **PUBLIC COMMENT**

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

##### **PRESENTATIONS**

##### **INTRODUCTIONS**

#### **2. WORKSHOP**

There are no items for this section.

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

- 3A.** Minutes of the Joint Meeting of the Regular Meeting of the Madera City Council, Special Meeting of the City Council as the Successor Agency to the former Madera Redevelopment Agency and Special Meeting of the Successor Housing Agency – November 8, 2017 **(City/Successor Agency/Successor Housing Agency)**
- 3B.** Listing of Warrants Issued from November 1, 2017 to November 30, 2017 **(Successor Agency)**
- 3C.** Monthly Financial Reports – Successor Agency **(Successor Agency)**
- 3D.** Monthly Financial Reports – Code Enforcement **(City)**
- 3E.** Activity Report – Code Enforcement Division **(City)**
- 3F.** Code Enforcement Funds Collection Report for Period Ending November 30, 2017 **(City)**
- 3G.** Update on Neighborhood Outreach Activities **(City)**
- 3H.** Investment Report for the quarter ending September 30, 2017 **(Successor Agency)**

3I. Waste Tire Amnesty Day Events (City)

3J. Consideration of Resolution Approving the SB1 Local Partnership Program Implementing Agency Agreement with the Madera County Transportation Authority and Authorizing the City Engineer to Execute the Agreement on Behalf of the City (City)

4. **PROJECTS AND REPORTS**

4A. Update on Rental Housing Inspection Program (City)

4B. Consideration of a Resolution Adopting the Madera Recognized Obligation Payment Schedule (ROPS) 18-19 Representing the Period July 1, 2018 to June 30, 2019 (Successor Agency)

4C. Consideration of a Resolution Approving the Administrative Budget of the Successor Agency for the Period July 1, 2018 – June 30, 2019 (Successor Agency)

5. **AGREEMENTS**

There are no items for this section.

6. **HOUSING**

6A. Consideration of a Resolution Approving an Agreement between California Utility Consultants, Inc., and the Successor Housing Agency to the former Madera Redevelopment Agency Related to the Installation of Gas, Electric, Phone, and CATV Facilities for the Adelaide Subdivision Project (Successor Housing Agency)

6B. Update on Housing Activities (Successor Housing Agency)

7. **GENERAL**

There are no items for this section.

8. **AGENCY MEMBER REPORTS**

9. **CLOSED SESSION**

There are no items for this section.

10. **ADJOURN**

The next Regular Meeting of the Successor Agency will be Wednesday, January 10, 2018.

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

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

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

I, Claudia Mendoza, Recording Secretary, declare under penalty of perjury that I posted the above Joint Meeting Agenda of the Special Meeting of the Madera City Council, and Regular Meeting of the City Council as the Successor Agency for the former Madera Redevelopment Agency and Special Meeting of the City Council as the Successor Housing Agency for December 13, 2017 to be held at 6:00 p.m. in the Council Chambers at City Hall near the front entrances of City Hall before the close of business on Thursday, December 7, 2017.

  
Claudia Mendoza, Successor Agency Recording Secretary

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

November 8, 2017  
6:00 p.m.

City Hall  
Council Chambers

**1. CALL TO ORDER**

Mayor Andrew Medellin opened the Regular Meeting of the City Council and the Special Meeting of the Madera City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Madera City Council as the Successor Housing Agency at 6:02 p.m. and called for the roll call.

**ROLL CALL**

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

Absent: None

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

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

**INVOCATION**

Pastor Sammie Neely, Mount Zion Baptist Church

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Mayor Andrew Medellin.

**PUBLIC COMMENT – REGULAR SESSION**

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

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

## **PRESENTATIONS**

No Presentations were given.

## **INTRODUCTIONS**

There are no items for this section.

## **2. WORKSHOP**

There are no items for this section.

## **3. CONSENT CALENDAR**

- 3A. Minutes of the Joint Meeting of the Regular Meeting of the Madera City Council, Special Meeting of the City Council as the Successor Agency to the former Madera Redevelopment Agency and Special Meeting of the Successor Housing Agency – October 11, 2017 (City/Successor Agency/Successor Housing Agency)**
- 3B. Listing of Warrants Issued from October 1, 2017 to October 31, 2017 (Successor Agency)**
- 3C. Monthly Financial Reports – Successor Agency (Successor Agency)**
- 3D. Monthly Financial Reports – Code Enforcement (City)**
- 3E. Activity Report – Code Enforcement Division (City)**
- 3F. Code Enforcement Funds Collection Report for Period Ending October 31, 2017 (City)**
- 3G. Update on Neighborhood Outreach Activities (City)**
- 3H. Proclamation Recognizing Apprenticeship Week November 13-17, 2017 (City)**

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

On motion by Council Member Rigby seconded by Council Member Foley Gallegos on the Consent Calendar was approved unanimously as presented by the following 7/0 vote: Ayes: Council Members Medellin, Foley Gallegos, Robinson, Rigby, Oliver, Rodriguez and Holley; Noes: None; Absent: None; Abstain: None; Resulting in the unanimous approval of the Minutes of the Joint Meeting of the Special Meeting of the Madera City Council, Regular Meeting of the City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Successor Housing Agency for October 11, 2017.

## **4. PROJECTS AND REPORTS**

There were no items for this section.

## **5. AGREEMENTS**

There were no items for this section.

## 6. HOUSING

### 6A. Joint Public Hearing and Consideration of Resolutions Approving the Sale of Real Property Located at 1708 North Lake Street to CVI Group, LLC (City/Successor Housing Agency)

Executive Director Taubert reported that this a noticed public hearing regarding the sale of property located at 1708 North Lake Street to CVI Group LLC for \$35,000.00. The property is an uneconomic remnant unless we were to acquire some of the adjacent properties, which we are unable to do as a result of the dissolution. CVI Group is now acquiring those properties. The sales price is considered fair market value.

Mayor Medellin opened the public hearing at 6:05 p.m.

There being no other speakers, the public hearing was closed at 6:05 p.m.

No other questions or comments were offered.

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

CC 17-168      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING SALE OF PROPERTY KNOWN AS 1708 N. LAKE STREET ACQUIRED BY TAX INCREMENT BY THE FORMER MADERA REDEVELOPMENT AGENCY AND MAKING FINDINGS RELATED THERETO

*On motion by Council Member Oliver, seconded by Council Member Rigby, **Resolution Number CC 17-168** was approved unanimously as presented by the following 7/0 vote: Ayes: Council Members Medellin, Foley Gallegos, Robinson, Rigby, Oliver, Rodriguez and Holley; Noes: None; Absent: None; Abstain: None.*

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

SHA 17-32      RESOLUTION OF THE CITY OF MADERA AS SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY MADERA, CALIFORNIA APPROVING THE SALE OF PROPERTY LOCATED AT 1708 N. LAKE STREET FOR THE CONSTRUCTION OF RESIDENTIAL UNITS IN THE CITY OF MADERA

*On motion by Council Member Rigby, seconded by Council Member Holley, **Resolution Number SHA 17-32** was approved unanimously as presented by the following 7/0 vote: Ayes: Council Members Medellin, Foley Gallegos, Robinson, Rigby, Oliver, Rodriguez and Holley; Noes: None; Absent: None; Abstain: None.*

## 7. GENERAL

There were no items for this section.

## 8. AGENCY MEMBER REPORTS

Council Member Robinson reported that he attended his 45<sup>th</sup> high school reunion where they had a football game at the Rose Bowl. It was fantastic to see people he grew up with.

Mayor Pro Tem Foley Gallegos reported she has been attending the Neighborhood Watch meetings. It is getting dark sooner and a little colder, but it is important to bundle up and go out

there because our neighbors are out there wanting to meet and talk with us about all the good things our city is doing.

Council Member Rigby had nothing to report.

Council Member Holley invited everyone to attend The Second Missionary Baptist Church will be having their 96<sup>th</sup> Church Anniversary party on Sunday at 3:00 p.m.

Council Member Rodriguez had nothing to report.

Council Member Oliver had nothing to report.

Mayor Medellin had nothing to report.

**9. CLOSED SESSION**

There were no items for this section.

**10. ADJOURNMENT**

*Mayor Medellin adjourned the Joint Special Meeting of the Madera City Council, Regular Meeting of the Madera City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Madera City Council as the Successor Housing Agency at 6:08 p.m.*

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Claudia Mendoza, Recording Secretary

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Andrew J. Medellin, Mayor

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

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

From: Office of the Treasurer

Subject: Listing of Warrants Issued

Date: December 13, 2017

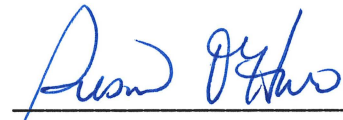
Attached, for your information, is the register of the warrants for the Successor Agency to the former Redevelopment Agency covering obligations paid during the period of:

November 1, 2017 - November 30, 2017

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

General Warrants:	#1193-1212	\$ 15,109.93
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Respectfully submitted,



Susan O'Haro  
Financial Services Manager



Bob Wilson  
Successor Agency Manager

**THE SUCCESSOR AGENCY TO  
THE FORMER CITY OF MADERA REDEVELOPMENT AGENCY  
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK MAIN ACCOUNT  
December 13, 2017**

CHECK	PAYDATE	ISSUED TO	DESCRIPTION	AMOUNT
1193	11/03/2017	CITY OF MADERA	Plan Check STD 1450	172.45
1194	11/03/2017	CITY OF MADERA	Parking & Business District Assmt 12/31/17 5 E Yosemite Ave	34.13
1196	11/03/2017	CITY OF MADERA	Parking & Business District Assmt 12/31/17 428 E Yosemite Ave	113.69
1197	11/03/2017	CITY OF MADERA	10/17 Utility Svs 5 E Yosemite Ave	130.99
1198	11/03/2017	CITY OF MADERA	Plan Check Riverside STD 1500	172.45
1199	11/03/2017	MADERA CLEANERS AND LAUNDRY INC.	Mat Cleaning	9.00
1200	11/03/2017	PACIFIC GAS & ELECTRIC	9/17 & 10/17 Svs 2000655655-7	3,730.36
1201	11/03/2017	RICOH USA, INC	Copier maintenance fee for period 9/17	42.15
1202	11/03/2017	SANDY'S HOUSEKEEPING	Custodial Svs for November 2017	425.00
1203	11/03/2017	VERIZON WIRELESS	Cell phone charges Sep 02 - Oct 01	107.76
1204	11/03/2017	UBALDO GARCIA HERNANDEZ	Architectural Svs Riverside Lot 23	2,000.00
1205	11/09/2017	BEDROCK ENGINEERING, INC.	Prepare final map Malone	4,350.00
1206	11/09/2017	BLAIR CHURCH & FLYNN	Engineering Svs Riverwalk	26.25
1207	11/09/2017	CHICAGO TITLE	Title Report for 13 Riverwalk parcels	800.00
1208	11/09/2017	CITY OF MADERA	11/17 Utility Svs 5 E Yosemite Ave	135.23
1209	11/09/2017	MADERA CLEANERS AND LAUNDRY INC.	Mat Cleaning	4.50
1210	11/09/2017	MADERA TRIBUNE	Public Notices 704/705/718-719&732-733 Riverside Ct; 703/717/731 Fresno St	643.90
1211	11/09/2017	RICOH USA, INC	Copier maintenance fee for period 10/17	12.07
1212	11/09/2017	UBALDO GARCIA HERNANDEZ	Architectural Svs Riverside Lot 27&28;Std Plans 1450 & 1500	2,200.00
<b>BANK #1 - Union Bank Main Acct. Total</b>				<b>\$ 15,109.93</b>

# CITY OF MADERA REDEVELOPMENT AGENCY REPORT TO SUCCESSOR AGENCY BOARD

RETURN TO AGENDA

SUCCESSOR AGENCY MEETING OF DECEMBER 13, 2017

SUCCESSOR AGENCY ITEM NUMBER 3C – 3D

APPROVED BY

  
FINANCE DEPARTMENT

  
SUCCESSOR AGENCY EXECUTIVE DIRECTOR

  
SUCCESSOR AGENCY MANAGER

**Subject:** Monthly Financial Reports

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

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

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

## CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

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

12/06/2017  
17:31:00

City of Madera, CA - LIVE 11.3  
FLEXIBLE PERIOD REPORT

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RETURN TO AGENDA

FROM 2018 01 TO 2018 05

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
4020 Housing Fund	APPROP	ADJSTMTS	BUDGET	ACTUALS	ENCUMBRANCES	BUDGET	USED
<hr/>							
40200000 Low/Mod Housing Fund							
40200000 4163 Interest Income/Loans	-203	0	-203	.00	.00	-203.00	.0%
40200000 4190 Rental Income	0	0	0	-2,100.00	.00	2,100.00	.0%
40200000 4434 Grant	-16,000	0	-16,000	.00	.00	-16,000.00	.0%
40200000 4659 Refunds and Reimbursements	0	0	0	-12,073.62	.00	12,073.62	.0%
40200000 4671 Sale of Real and Personal Pr	-250,000	0	-250,000	-222,000.00	.00	-28,000.00	88.8%
40200000 5000 Salaries/Full-time	5,631	0	5,631	1,726.26	.00	3,904.74	30.7%
40200000 5005 Salaries/Part-time	526	0	526	90.23	.00	435.77	17.2%
40200000 5105 Salaries/Leave Payout	354	0	354	-2,383.59	.00	2,737.59	673.3%
40200000 5300 Public Employee Retirement S	1,318	0	1,318	206.44	.00	1,111.56	15.7%
40200000 5302 Long Term Disability Insuran	16	0	16	5.03	.00	10.97	31.4%
40200000 5303 Life Insurance Premiums	3	0	3	1.13	.00	1.87	37.7%
40200000 5304 Workers Compensation Insuran	552	0	552	119.54	.00	432.46	21.7%
40200000 5305 Medicare Tax- Employer's Sha	97	0	97	-190.00	.00	287.00	195.9%
40200000 5307 Deferred Comp/Part-Time	20	0	20	4.44	.00	15.56	22.2%
40200000 5308 Deferred Compensation/Full-t	321	0	321	66.50	.00	254.50	20.7%
40200000 5309 Unemployment Insurance	16	0	16	-1.19	.00	16.19	1.2%
40200000 5310 Section 125 Benefit Allow.	871	0	871	396.27	.00	474.73	45.5%
40200000 6401 Gas and Electric Utilities	4,000	0	4,000	499.80	.00	3,500.20	12.5%
40200000 6402 Telephone/Fax Charges	350	0	350	103.72	.00	246.28	29.6%
40200000 6411 Advertising/Bids and Notices	800	0	800	900.94	.00	-100.94	112.6%
40200000 6416 Office Supplies/Expendable	200	0	200	.00	.00	200.00	.0%
40200000 6418 Postage / Other Mailing Char	100	0	100	.00	.00	100.00	.0%
40200000 6440 Contracted Services	30,000	0	30,000	7,094.90	.00	22,905.10	23.6%
40200000 6480 Adopt-A-School Grant Program	0	0	0	188.00	.00	-188.00	.0%
40200000 6485 Rehabilitation Costs	150,000	0	150,000	5,986.54	.00	144,013.46	4.0%
40200000 6487 Disposal Costs	0	0	0	8,737.50	.00	-8,737.50	.0%
40200000 6515 Taxes and Assessments	2,000	0	2,000	.00	.00	2,000.00	.0%
40200000 6530 Conference/Training/Ed	100	0	100	.00	.00	100.00	.0%
40200000 6532 Maintenance/Other Supplies	400	0	400	85.00	.00	315.00	21.3%
40200000 7030 Facilities And Improvements	450,000	0	450,000	2,100.00	.00	447,900.00	.5%
TOTAL Low/Mod Housing Fund	381,472	0	381,472	-210,435.16	.00	591,907.16	-55.2%
TOTAL Housing Fund	381,472	0	381,472	-210,435.16	.00	591,907.16	-55.2%
TOTAL REVENUES	-266,203	0	-266,203	-236,173.62	.00	-30,029.38	
TOTAL EXPENSES	647,675	0	647,675	25,738.46	.00	621,936.54	

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City of Madera, CA - LIVE 11.3  
FLEXIBLE PERIOD REPORT

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FROM 2018 01 TO 2018 05

ACCOUNTS FOR: 4030 Redev Prop Tax Trust Fd	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<hr/>							
40300000 Non Housing Tax Increment							
40300000 4000 Current Secured Property Tax	-3,686,763	0	-3,686,763	-1,954,000.00	.00	-1,732,763.00	53.0%
40300000 8200 Transfer Out	3,875,445	0	3,875,445	1,954,000.00	.00	1,921,445.00	50.4%
TOTAL Non Housing Tax Increment	188,682	0	188,682	.00	.00	188,682.00	.0%
TOTAL Redev Prop Tax Trust Fd	188,682	0	188,682	.00	.00	188,682.00	.0%
TOTAL REVENUES	-3,686,763	0	-3,686,763	-1,954,000.00	.00	-1,732,763.00	
TOTAL EXPENSES	3,875,445	0	3,875,445	1,954,000.00	.00	1,921,445.00	

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 FLEXIBLE PERIOD REPORT

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FROM 2018 01 TO 2018 05

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
57500000 Successor Agency Admin							
57500000 4355 Transfer In	-250,000	0	-250,000	-125,000.00	.00	-125,000.00	50.0%
57500000 5000 Salaries/Full-time	219,753	0	219,753	50,606.30	.00	169,146.70	23.0%
57500000 5005 Salaries/Part-time	20,522	0	20,522	3,430.51	.00	17,091.49	16.7%
57500000 5105 Salaries/Leave Payout	13,819	0	13,819	2,775.01	.00	11,043.99	20.1%
57500000 5300 Public Employee Retirement S	51,419	0	51,419	6,052.04	.00	45,366.96	11.8%
57500000 5302 Long Term Disability Insuran	624	0	624	147.33	.00	476.67	23.6%
57500000 5303 Life Insurance Premiums	136	0	136	32.84	.00	103.16	24.1%
57500000 5304 Workers Compensation Insuran	20,157	0	20,157	4,530.60	.00	15,626.40	22.5%
57500000 5305 Medicare Tax- Employer's Sha	3,768	0	3,768	828.75	.00	2,939.25	22.0%
57500000 5307 Deferred Comp/Part-Time	770	0	770	98.28	.00	671.72	12.8%
57500000 5308 Deferred Compensation/Full-t	5,014	0	5,014	2,889.61	.00	2,124.39	57.6%
57500000 5309 Unemployment Insurance	630	0	630	14.50	.00	615.50	2.3%
57500000 5310 Section 125 Benefit Allow.	33,978	0	33,978	8,765.48	.00	25,212.52	25.8%
57500000 6401 Gas and Electric Utilities	4,000	0	4,000	9,766.72	.00	-5,766.72	244.2%
57500000 6402 Telephone/Fax Charges	3,500	0	3,500	1,047.80	.00	2,452.20	29.9%
57500000 6414 Professional Dues	300	0	300	.00	.00	300.00	.0%
57500000 6415 Publications/Subscriptions	100	0	100	39.00	.00	61.00	39.0%
57500000 6416 Office Supplies/Expendable	1,500	0	1,500	19.83	.00	1,480.17	1.3%
57500000 6420 Mileage Reimbursements	1,200	0	1,200	.00	.00	1,200.00	.0%
57500000 6440 Contracted Services	20,500	0	20,500	3,263.59	.00	17,236.41	15.9%
57500000 6515 Taxes and Assessments	800	0	800	227.38	.00	572.62	28.4%
57500000 6530 Conference/Training/Ed	3,312	0	3,312	96.00	.00	3,216.00	2.9%
57500000 6532 Maintenance/Other Supplies	5,000	0	5,000	.00	.00	5,000.00	.0%
TOTAL Successor Agency Admin	160,802	0	160,802	-30,368.43	.00	191,170.43	-18.9%
TOTAL Successor Agency Admin	160,802	0	160,802	-30,368.43	.00	191,170.43	-18.9%
TOTAL REVENUES	-250,000	0	-250,000	-125,000.00	.00	-125,000.00	
TOTAL EXPENSES	410,802	0	410,802	94,631.57	.00	316,170.43	

12/06/2017  
17:31:00

City of Madera, CA - LIVE 11.3  
FLEXIBLE PERIOD REPORT

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FROM 2018 01 TO 2018 05

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
6050 Non Housing Bond Proceeds	APPROP	ADJSTMTS	BUDGET	ACTUALS	ENCUMBRANCES	BUDGET	USED
<hr/>							
60500000 Non Housing Bond Proceeds							
60500000 4201 Services for Other Agencies	0	0	0	-500.00	.00	500.00	.0%
60500000 5000 Salaries/Full-time	95,335	0	95,335	35,020.09	.00	60,314.91	36.7%
60500000 5005 Salaries/Part-time	8,858	0	8,858	1,818.80	.00	7,039.20	20.5%
60500000 5105 Salaries/Leave Payout	6,077	0	6,077	-391.42	.00	6,468.42	6.4%
60500000 5300 Public Employee Retirement S	23,458	0	23,458	4,188.07	.00	19,269.93	17.9%
60500000 5302 Long Term Disability Insuran	272	0	272	101.95	.00	170.05	37.5%
60500000 5303 Life Insurance Premiums	62	0	62	22.73	.00	39.27	36.7%
60500000 5304 Workers Compensation Insuran	8,741	0	8,741	3,107.68	.00	5,633.32	35.6%
60500000 5305 Medicare Tax- Employer's Sha	1,634	0	1,634	360.24	.00	1,273.76	22.0%
60500000 5307 Deferred Comp/Part-Time	333	0	333	74.99	.00	258.01	22.5%
60500000 5308 Deferred Compensation/Full-t	2,137	0	2,137	1,794.19	.00	342.81	84.0%
60500000 5309 Unemployment Insurance	324	0	324	5.64	.00	318.36	1.7%
60500000 5310 Section 125 Benefit Allow.	12,769	0	12,769	6,689.03	.00	6,079.97	52.4%
60500000 6401 Gas and Electric Utilities	4,000	0	4,000	674.43	.00	3,325.57	16.9%
60500000 6402 Telephone/Fax Charges	2,000	0	2,000	103.72	.00	1,896.28	5.2%
60500000 6440 Contracted Services	52,000	0	52,000	800.00	.00	51,200.00	1.5%
60500000 6515 Taxes and Assessments	1,000	0	1,000	68.26	.00	931.74	6.8%
60500000 6532 Maintenance/Other Supplies	33,500	0	33,500	.00	.00	33,500.00	.0%
60500000 6804 Infrastructure Study	70,000	0	70,000	.00	.00	70,000.00	.0%
60500000 7030 Facilities And Improvements	350,000	0	350,000	.00	.00	350,000.00	.0%
60500000 7050 Construction/Infrastructure	3,438,410	0	3,438,410	15,027.65	115,971.59	3,307,410.76	3.8%
TOTAL Non Housing Bond Proceeds	4,110,910	0	4,110,910	68,966.05	115,971.59	3,925,972.36	4.5%
TOTAL Non Housing Bond Proceeds	4,110,910	0	4,110,910	68,966.05	115,971.59	3,925,972.36	4.5%
TOTAL REVENUES	0	0	0	-500.00	.00	500.00	
TOTAL EXPENSES	4,110,910	0	4,110,910	69,466.05	115,971.59	3,925,472.36	

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FROM 2018 01 TO 2018 05

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6060 LowMod Housing Bond Proceeds							
<hr/>							
60600000 LowMod Housing Bond Proceeds							
60600000 6440 Contracted Services	0	0	0	49,735.00	-131,357.72	81,622.72	.0%
60600000 7030 Facilities And Improvements	309,810	0	309,810	91,621.49	.00	218,188.51	29.6%
TOTAL LowMod Housing Bond Proceeds	309,810	0	309,810	141,356.49	-131,357.72	299,811.23	3.2%
TOTAL LowMod Housing Bond Proceeds	309,810	0	309,810	141,356.49	-131,357.72	299,811.23	3.2%
TOTAL EXPENSES	309,810	0	309,810	141,356.49	-131,357.72	299,811.23	

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FROM 2018 01 TO 2018 05

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
8040 Debt Svc Fund - SA							
<hr/>							
80400000 Debt Svc Fund/Successor Agency							
80400000 4162 Interest Income	0	0	0	-28,563.47	.00	28,563.47	.0%
80400000 4355 Transfer In	-3,674,522	0	-3,674,522	-1,829,000.00	.00	-1,845,522.00	49.8%
80400000 6440 Contracted Services	93,997	0	93,997	7,526.00	.00	86,471.00	8.0%
80400000 8000 Interest Expense	2,278,015	0	2,278,015	1,152,773.86	.00	1,125,241.14	50.6%
80400000 8001 Principal Payment	1,280,000	0	1,280,000	1,280,000.00	.00	.00	100.0%
TOTAL Debt Svc Fund/Successor Agency	-22,510	0	-22,510	582,736.39	.00	-605,246.39	%
TOTAL Debt Svc Fund - SA	-22,510	0	-22,510	582,736.39	.00	-605,246.39	%
TOTAL REVENUES	-3,674,522	0	-3,674,522	-1,857,563.47	.00	-1,816,958.53	
TOTAL EXPENSES	3,652,012	0	3,652,012	2,440,299.86	.00	1,211,712.14	

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FROM 2018 01 TO 2018 05

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	5,129,166	0	5,129,166	552,255.34	-15,386.13	4,592,296.79	10.5%

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RETURN TO AGENDA

FROM 2018 01 TO 2018 05

ACCOUNTS FOR:  
1020 General Fund

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<hr/>							
10204400 Code Enforcement							
10204400 4076 Registration Fee	-16,750	0	-16,750	-2,055.00	.00	-14,695.00	12.3%
10204400 4203 Background Check/Report Fee	-900	0	-900	-25.00	.00	-875.00	2.8%
10204400 4551 Fines/Penalties for Violati	-418,290	0	-418,290	-204,863.82	.00	-213,426.18	49.0%
10204400 4554 Vehicle Abatement Fee	-45,000	0	-45,000	-52,118.28	.00	7,118.28	115.8%
10204400 4556 Revenue/ Foreclosures	-27,000	0	-27,000	-10,378.94	.00	-16,621.06	38.4%
10204400 4561 Rental Business License Insp	-100,000	0	-100,000	.00	.00	-100,000.00	.0%
10204400 4562 Taxi Cab Inspection Fee	-1,140	0	-1,140	-180.00	.00	-960.00	15.8%
10204400 4659 Refunds and Reimbursements	-16,000	0	-16,000	-26.00	.00	-15,974.00	.2%
10204400 4684 Cost Recovery for Weed Abate	-10,000	0	-10,000	-783.70	.00	-9,216.30	7.8%
10204400 5000 Salaries/Full-time	552,463	0	552,463	208,968.73	.00	343,493.97	37.8%
10204400 5005 Salaries/Part-time	86,490	0	86,490	25,104.62	.00	61,384.90	29.0%
10204400 5100 Salaries/Overtime	0	0	0	2,089.88	.00	-2,089.88	.0%
10204400 5105 Salaries/Leave Payout	11,966	0	11,966	13,886.81	.00	-1,920.48	116.0%
10204400 5110 Salaries/Uniform Pay	1,500	0	1,500	1,500.00	.00	.00	100.0%
10204400 5300 Public Employee Retirement S	123,856	0	123,856	39,073.00	.00	84,783.25	31.5%
10204400 5302 Long Term Disability Insuran	1,822	0	1,822	722.41	.00	1,099.55	39.7%
10204400 5303 Life Insurance Premiums	542	0	542	223.27	.00	318.95	41.2%
10204400 5304 Workers Compensation Insuran	56,469	0	56,469	22,069.92	.00	34,398.75	39.1%
10204400 5305 Medicare Tax- Employer's Sha	9,782	0	9,782	3,381.31	.00	6,401.12	34.6%
10204400 5307 Deferred Comp/Part-Time	3,243	0	3,243	1,015.43	.00	2,227.93	31.3%
10204400 5308 Deferred Compensation/Full-t	26,791	0	26,791	10,087.26	.00	16,704.12	37.7%
10204400 5309 Unemployment Insurance	3,106	0	3,106	195.41	.00	2,910.19	6.3%
10204400 5310 Section 125 Benefit Allow.	185,270	0	185,270	81,174.73	.00	104,095.37	43.8%
10204400 6401 Gas and Electric Utilities	15,000	0	15,000	.00	.00	15,000.00	.0%
10204400 6402 Telephone/Fax Charges	8,000	0	8,000	2,362.60	.00	5,637.40	29.5%
10204400 6411 Advertising/Bids and Notices	1,000	0	1,000	.00	.00	1,000.00	.0%
10204400 6414 Professional Dues	525	0	525	35.00	.00	490.00	6.7%
10204400 6415 Publications/Subscriptions	250	0	250	194.72	.00	55.28	77.9%
10204400 6416 Office Supplies/Expendable	6,000	0	6,000	2,191.70	.00	3,808.30	36.5%
10204400 6418 Postage / Other Mailing Char	8,000	0	8,000	3,645.76	.00	4,354.24	45.6%
10204400 6425 Vehicle Fuel, Supplies & Mai	7,000	0	7,000	1,879.75	.00	5,120.25	26.9%
10204400 6437 Weed Abatement Expense	10,000	0	10,000	835.50	.00	9,164.50	8.4%
10204400 6440 Contracted Services	80,000	0	80,000	5,325.40	3,645.06	71,029.54	11.2%
10204400 6530 Conference/Training/Ed	10,000	0	10,000	4,102.01	.00	5,897.99	41.0%
10204400 6532 Maintenance/Other Supplies	10,000	0	10,000	806.73	.00	9,193.27	8.1%
10204400 6902 Interfund Charges- Central S	600	0	600	.00	.00	600.00	.0%
10204400 6907 Interfund Chrg/Vehicle Replc	12,000	0	12,000	3,000.00	.00	9,000.00	25.0%
10204400 6908 Interfund Chrg/Vehicle Maint	19,255	0	19,255	4,815.00	.00	14,440.32	25.0%

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FROM 2018 01 TO 2018 05

ACCOUNTS FOR:  
1020 General Fund

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10204400 6918 Interfund Charges- Comp Main	77,369	0	77,369	18,371.25	.00	58,997.75	23.7%
10204400 6920 Interfund Charges - Computer	14,616	0	14,616	3,654.00	.00	10,962.28	25.0%
TOTAL Code Enforcement	707,836	0	707,836	190,281.46	3,645.06	513,909.60	27.4%
TOTAL General Fund	707,836	0	707,836	190,281.46	3,645.06	513,909.60	27.4%
TOTAL REVENUES	-635,080	0	-635,080	-270,430.74	.00	-364,649.26	
TOTAL EXPENSES	1,342,916	0	1,342,916	460,712.20	3,645.06	878,558.86	

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City of Madera, CA - LIVE 11.3  
FLEXIBLE PERIOD REPORT

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FROM 2018 01 TO 2018 05

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1081 General Fund - LEA Tire Grant							
<hr/>							
10814460 Tire Amnesty Grant							
10814460 4559 Tire Amnesty Grant	-60,230	0	-60,230	-49,583.18	.00	-10,646.82	82.3%
10814460 5000 Salaries/Full-time	8,480	0	8,480	844.37	.00	7,635.63	10.0%
10814460 5300 Public Employee Retirement S	2,388	0	2,388	1,527.01	.00	861.00	63.9%
10814460 5302 Long Term Disability Insuran	31	0	31	4.49	.00	26.04	14.7%
10814460 5303 Life Insurance Premiums	0	0	0	1.41	.00	-1.41	.0%
10814460 5304 Workers Compensation Insuran	748	0	748	104.00	.00	643.68	13.9%
10814460 5305 Medicare Tax- Employer's Sha	128	0	128	17.95	.00	110.17	14.0%
10814460 5308 Deferred Compensation/Full-t	356	0	356	48.34	.00	307.82	13.6%
10814460 5309 Unemployment Insurance	254	0	254	.00	.00	254.40	.0%
10814460 5310 Section 125 Benefit Allow.	3,386	0	3,386	497.11	.00	2,888.79	14.7%
10814460 6412 Advertising/Other	1,866	0	1,866	.00	.00	1,866.00	.0%
10814460 6418 Postage / Other Mailing Char	1,029	0	1,029	.00	.00	1,029.00	.0%
10814460 6440 Contracted Services	40,690	0	40,690	250.00	.00	40,440.00	.6%
10814460 6532 Maintenance/Other Supplies	911	0	911	88.25	.00	822.75	9.7%
TOTAL Tire Amnesty Grant	37	0	37	-46,200.25	.00	46,237.05	%
TOTAL General Fund - LEA Tire Grant	37	0	37	-46,200.25	.00	46,237.05	%
TOTAL REVENUES	-60,230	0	-60,230	-49,583.18	.00	-10,646.82	
TOTAL EXPENSES	60,267	0	60,267	3,382.93	.00	56,883.87	

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FROM 2018 01 TO 2018 05

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	707,873	0	707,873	144,081.21	3,645.06	560,146.65	20.9%

## REPORT TO THE CITY COUNCIL

RETURN TO AGENDA

MEETING OF: December 13, 2017

AGENDA ITEM NUMBER: 3E

APPROVED BY:

  
Executive Director

  
Neighborhood Preservation Supervisor

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

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

### **HISTORY/BACKGROUND**

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

### **RECOMMENDATION**

No action is required.

JET/vr

Attachment:  
-Activity Report

# REPORT FOR NOVEMBER 1, 2017 – NOVEMBER 30, 2017

## Foreclosed Property Activities

	Activity	Amount
1.	Total Foreclosed Property Cases	82
2.	Monitoring (Occupied)	62
3.	Active Cases	20
*4.	Properties Sold this month and/or Closed	1
5.	Properties Registered	6
6.	Citations Issued	1

\* ( 1 ) Foreclosure properties sold. Foreclosure cases closed due to cancellation of foreclosure process ( 0 ).

## Code Enforcement Activities

	Activity	Total for Month	Year to Date (From 7/1/2017)
1.	Files Opened <i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i>	74	413
2.	Files Closed <i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i>	89	542
3.	Active Files <i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i>	672	N/A
4.	Citations Issued <i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i>	3	24
5.	Abandoned Vehicles Tagged (Cases Opened)	21	196
6.	Abandoned Vehicles Towed (Cases Closed)	2	30
7.	Abandoned Vehicles Removed (Cases Closed)	32	197
8.	Active Abandoned Vehicle Files	121	N/A
9.	Weed Abatement Files Opened	0	0
10.	Active Weed Abatement Files	434	N/A

## Accounts Receivables Activities

	Activity	Total for Month	Year to Date (From 7/1/2017)
1.	Fines/Citations, Penalties, and Enforcement Fees <i>Levied</i>	\$7,025.00	\$46,100.00
2.	Fines/Citations, Penalties, and Enforcement Fees <i>Collected</i>	\$6,181.98	\$204,146.54
3.	Registration Fees for Vacant/Abandoned Buildings and Foreclosed Properties <i>Collected</i>	\$330.00	\$2,055.00
4.	Removed for Collections - Fines, Penalties, Citations and Towing Fees sent to Collection Agency	\$0.00	\$0.00

## Small Claims and Lien Activities

*Information provided by City Attorney's Office*

	Type	No. of files This month	No. of files Ytd.	Amount This month	Amount Year to Date
1.	Small Claims / Intercept Candidates	0	0	\$0.00	\$0.00
2.	Lien Confirmations	0	5	\$0.00	\$2,159.69
3.	Liens turned over to Assessor	0	0	\$0.00	\$0.00

**Files currently being reviewed for appropriate action – 178**

# REPORT TO THE CITY COUNCIL

RETURN TO AGENDA

MEETING OF:

December 13, 2017

AGENDA ITEM NUMBER:

3F

APPROVED BY:

  
Executive Director

**Subject:** Code Enforcement Funds Collection Report for Period Ending November 30, 2017

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

## HISTORY/BACKGROUND

In prior years Code Enforcement received significant funding from the Redevelopment Agency and CDBG. Since the dissolution of Redevelopment and loss of CDBG Code Enforcement/Neighborhood Revitalization funding now comes from the General Fund and other sources related to activity.

Other sources include:

- Foreclosure Registration Fee
- Abandoned Building Registration Fee
- Fines and Penalties
- Cost Recovery

Additional Program Revenue:

- Vehicle Abatement
- Tire Amnesty Grant

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

Fiscal Year	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	TOTAL
2010-11	\$9,845	\$7,980	\$5,806	\$7,953	\$10,873	\$12,240	\$10,304	\$5,354	\$11,147	\$19,446	\$13,501	\$42,760	\$157,209
2011-12	\$22,646	\$35,955	\$22,782	\$42,900	\$45,553	\$71,297	\$67,720	\$64,524	\$52,238	\$23,612	\$28,641	\$45,809	\$523,678
2012-13	\$33,216	\$36,791	\$24,520	\$56,500	\$61,504	\$62,101	\$60,271	\$76,941	\$70,142	\$61,138	\$66,261	\$22,660	\$632,045
2013-14	\$73,253	\$41,445	\$40,692	\$116,589	\$58,036	\$47,573	\$94,700	\$64,214	\$18,911	\$31,682	\$51,773	\$9,043	\$647,915
2014-15	\$12,262	\$60,675	\$171,037	\$38,146	\$129,213	\$37,074	\$11,836	\$27,967	\$144,602	\$29,078	\$75,658	\$8,867	\$753,645
2015-16	\$27,183	\$83,589	\$2,393	\$88,406	\$34,598	\$26,218	\$16,834	\$88,144	\$76,912	\$67,380	\$122,878	\$39,338	\$673,872
2016-17	\$17,905	\$28,638	\$20,220	\$133,834	\$38,741	\$23,545	\$88,231	\$2,375	\$17,909	\$9,496	\$91,435	\$5,913	\$477,343
2017-18	\$11,998	\$195,228	\$2,514	\$296	\$11,629								\$221,665
<b>TOTAL</b>													<b>\$4,087,372</b>

## RECOMMENDATION

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

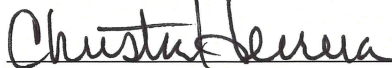
## REPORT TO THE CITY COUNCIL

BOARD MEETING OF:  
AGENDA ITEM NUMBER:

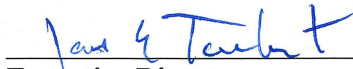
December 13, 2017  
3G

RETURN TO AGENDA

APPROVED BY:



Neighborhood Outreach Assistant



Executive Director

**Subject:** Update on Neighborhood Outreach Activities

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

### **HISTORY/BACKGROUND:**

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

- Christina Herrera, Neighborhood Outreach Assistant, full-time employee.

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

- a. November Neighborhood Watch Meetings
  - i. November 2, 2017; Location: 1820 Jennings Street; Time: 6-7 P.M. (3rd NW)
  - ii. November 7, 2017; Location: Corner of Perkins Rd; Time: 6-7 P.M. (2nd NW)
  - iii. November 14, 2017; Location: Riverview/Central Place; Time: 6-7 P.M. (New NW)
  - iv. November 16, 2017; Location: 825 Riverside Drive; Time: 6-7 P.M. (2nd NW) **Cancelled**

### **II. Established Community Partnerships:**

- a. American Red Cross Volunteer Training
  - i. Christina Herrera is coordinating with American Red Cross leadership to identify local neighborhoods that have homes in need of smoke alarms.
  - ii. We are planning for our next volunteers meeting for this upcoming month.
  - iii. Our outreach staff will continue to recruit volunteers.
- b. Community Partnership/S.A.L.T.
  - i. Our staff was invited to a monthly S.A.L.T. meeting on Thursday, November 12<sup>th</sup>.
- c. Curb Stripe Initiative
  - i. We continue to promote the program through social media, Neighborhood Watch meetings, and community events. Thus far, we have been getting requests and Public Works continues to paint curbs. The Madera Ministerial Association is stepping up to further the promotion of the program.

**d. Madera Downtown Association**

- i. Our outreach staff continue to work with the MDA, Chamber of Commerce, and community partners on findings ways to enhance the quality of life in downtown Madera through revitalization, beautification, and economic promotion opportunities.

**e. Youth Leadership Conference**

- i. Our planning will begin in September 2017. The next leadership conference will be held on March 24, 2018.

**III. VISION 2025 LINKAGE**

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


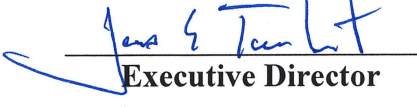

**RECOMMENDATION**

This report is merely informational. No action is required.

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

SUCCESSOR AGENCY MEETING OF DECEMBER 13, 2017  
AGENDA ITEM NUMBER 3H

APPROVED BY:

  
Finance Department  
  
Executive Director  
  
Successor Agency Manager

**SUBJECT:** Investment Activity Report for the Quarter Ending September 30, 2017

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

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

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

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

**DISCUSSION:** The Investment Report being presented this evening is for the quarter ended September 30, 2017.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

Approval of the quarterly investment report is not addressed in the vision or action plans. There is no formal action being requested, therefore, no conflict exists with any of the actions or goals contained in the Vision Madera 2025 Plan.

**City of Madera**  
**Council Investment Report**  
 Report Format: By Transaction  
 Group By: Asset Class  
 Average By: Market Value  
**Portfolio / Report Group: Report Group: Successor Agency**  
**As of 9/30/2017**

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
<b>Federal Agency Securities</b>										
FHLB 1.02 11/29/2019	3130A92J9	1.99	FHLB Bond	9/28/2016	0.890	190,000.00	190,771.40	187,604.10	11/29/2019	790
FHLMC 1.125 4/15/2019	3137EADZ9	1.05	FHLMC Bond	5/11/2017	1.134	100,000.00	99,983.00	99,492.00	4/15/2019	562
FHLMC 1.375 4/20/2020	3137EAEF2	2.78	FHLMC Bond	5/11/2017	1.396	264,000.00	263,841.60	262,318.32	4/20/2020	933
FHLMC 1.375 4/20/2020	3137EAEF2	9.90	FHLMC Bond	5/11/2017	1.396	941,000.00	940,435.40	935,005.83	4/20/2020	933
FNMA 0.875 5/21/2018	3135G0WJ8	1.68	FNMA Bond	12/23/2013	1.430	159,000.00	155,239.65	158,592.96	5/21/2018	233
FNMA 0.875 5/21/2018	3135G0WJ8	3.01	FNMA Bond	12/23/2013	1.430	285,000.00	278,259.75	284,270.40	5/21/2018	233
FNMA 1.25 5/6/2021	3135G0K69	9.90	FNMA Bond	6/1/2017	1.574	952,000.00	940,290.40	935,082.96	5/6/2021	1,314
<b>Sub Total / Average</b>		<b>30.31</b>			<b>1.417</b>	<b>2,891,000.00</b>	<b>2,868,821.20</b>	<b>2,862,366.57</b>		<b>927</b>
<b>Interest Bearing Accounts</b>										
Bank of New York Cash	CASH0340-2	0.09	Cash	10/31/2013	0.000	8,316.48	8,316.48	8,316.48	N/A	1
Bank of New York Cash	CASH0336	0.00	Cash	8/22/2013	0.000	63.46	63.46	63.46	N/A	1
Bank of New York Cash	CASH2544	0.00	Cash	8/22/2013	0.000	36.97	36.97	36.97	N/A	1
Bank of New York Mellon Cash	CASH0371	0.00	Cash	8/22/2013	0.000	9.47	9.47	9.47	N/A	1
Bank of New York MM	MM0342-2	0.00	Money Market	8/31/2013	0.000	0.01	0.01	0.01	N/A	1
Bank of NY Project Redemption Cash	CASH2595-2	0.00	Cash	8/22/2013	0.000	14.18	14.18	14.18	N/A	1
BNY Mellon Cash	CASH2594	0.00	Cash	9/2/2014	0.000	24.14	24.14	24.14	N/A	1
BNY Mellon Cash	CASH0338	0.00	Cash	9/2/2014	0.000	71.53	71.53	71.53	N/A	1
BNY Mellon Cash	CASH0373	0.00	Cash	9/2/2014	0.000	15.50	15.50	15.50	N/A	1
BNY Mellon Cash	CASH2542	0.00	Cash	9/2/2014	0.000	107.51	107.51	107.51	N/A	1
BONY Debt Service Reserve Cash	CASH0375-2	0.00	Cash	6/30/2013	0.000	54.65	54.65	54.65	N/A	1
BONY Debt Service Reserve Cash	CASH0375-1	0.04	Cash	6/30/2013	0.000	3,308.07	3,308.07	3,308.07	N/A	1
BONY Debt Service Reserve Cash	CASH0340-1	0.03	Cash	6/30/2013	0.000	2,566.99	2,566.99	2,566.99	N/A	1
BONY Interest Acct Cash	CASH0337	0.00	Cash	3/3/2014	0.000	150.77	150.77	150.77	N/A	1
BONY Interest Acct Cash	CASH0372	0.00	Cash	3/3/2014	0.000	22.40	22.40	22.40	N/A	1
BONY Project Interest Cash	CASH2540	0.00	Cash	3/3/2014	0.000	57.47	57.47	57.47	N/A	1
BONY Project Interest Cash	CASH2596	0.00	Cash	3/3/2014	0.000	33.45	33.45	33.45	N/A	1
BONY Project Policy Payment Cash	CASH2553	0.00	Cash	6/30/2013	0.000	1.00	1.00	1.00	N/A	1
BONY Project Redemption Cash	CASH2595-1	0.00	Cash	6/30/2013	0.000	1.00	1.00	1.00	N/A	1

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
BONY Project Reserve Account Cash	CASH2593-1	2.32	Cash	6/30/2013	0.000	218,931.42	218,931.42	218,931.42	N/A	1
BONY Project Reserve Account Cash	CASH2543	0.00	Cash	6/30/2013	0.000	1.00	1.00	1.00	N/A	1
BONY Project Reserve Account Cash	CASH2593-2	0.07	Cash	6/30/2013	0.000	6,636.12	6,636.12	6,636.12	N/A	1
Union Bank-Checking Cash	CASH4806	3.12	Cash	6/30/2013	0.000	295,111.85	295,111.85	295,111.85	N/A	1
<b>Sub Total / Average</b>		<b>5.67</b>			<b>0.000</b>	<b>535,535.44</b>	<b>535,535.44</b>	<b>535,535.44</b>		<b>1</b>
<b>Local Agency Investment Fund</b>										
LAIF LGIP	LGIP0001	64.02	Local Government Investment Pool	6/30/2013	1.111	6,046,736.83	6,046,736.83	6,046,736.83	N/A	1
<b>Sub Total / Average</b>		<b>64.02</b>			<b>1.111</b>	<b>6,046,736.83</b>	<b>6,046,736.83</b>	<b>6,046,736.83</b>		<b>1</b>
<b>Total / Average</b>		<b>100</b>			<b>1.141</b>	<b>9,473,272.27</b>	<b>9,451,093.47</b>	<b>9,444,638.84</b>		<b>282</b>

## REPORT TO THE CITY COUNCIL

BOARD MEETING OF: December 13, 2017  
 AGENDA ITEM NUMBER: 31

APPROVED BY:

  
 Neighborhood Preservation Supervisor

  
 Executive Director

**Subject: Waste Tire Amnesty Day Events**

**Summary: The City Council is being provided with a report on the Waste Tire Amnesty Day Events held periodically throughout the year.**

### HISTORY/BACKGROUND

The Waste Tire events are coordinated by the City of Madera and funded by a grant from the Department of Resources Recycling and Recovery (CalRecycle). The events allow residents to clean their properties of excess waste tire accumulation for free. The events are date-specific for the public and are not intended for the disposal of waste tires from waste tire generating businesses or haulers. The events are organized in such a manner where citizens are requested to call the Neighborhood Revitalization office prior to the day of the event to make a reservation. Each citizen is given an exemption letter authorizing them to haul & dispose of up to **twenty** (20) tires at no charge. On the day of the event, citizens bring their tires to the fairgrounds and residents submit the exemption letter. Participation is limited only to residents living in the city and county of Madera, therefore, proof of residency must be presented at the time of check in. Registration is verified by Citizens on Patrol, a volunteer group from the Madera County Sheriff's Department. The tires are removed by Local Conservation Corp (LCC) members and Court Workers (CISP) serving community hours. Then, the tires are loaded onto trailers provided by West Coast Rubber Inc. Lastly, the tires are transported to a permitted recycling location in Hollister, CA.

- ✓ Announcements of these events are made public through the following sources:
  - Utility billing statements
  - Newspaper (Madera Tribune)
  - Radio Public Service Announcements
  - Mailing lists
  - Farm Bureau Newsletter
  - City of Madera Facebook Page
- ✓ Staff participants in these events are:
  - Neighborhood Revitalization Dept staff
  - Public Works Dept staff
  - Fresno EOC (LCC)
  - Citizens on Patrol
  - Madera County
  - CISP Workers

### VISION 2025 LINKAGE

This item is not in conflict with any of the actions or goals contained in the Vision Madera 2025 Action Plan.

### RECOMMENDATION

This report provided for your information only; no action is required.

## Waste Tire Amnesty Event December 2, 2017



### Participation (attendees):

Madera County— 47  
 City of Madera — 25  
 Chowchilla — 0  
 Coarsegold — 2  
 North Fork — 1  
**Total - 75**

### Workers/Volunteers

City of Madera (Rev)- 2  
 Citizens on Patrol - 4  
 CISP (Com Serv) - 8  
 City of Madera (PW)- 4  
 Fresno EOC (LCC) - 14  
**32**

### Tire Amount:

Trailers - 3 (Full)  
 Approx= 3.0 Tons  
 PTE= 3,000 Tires



RETURN TO AGENDA

## REPORT TO CITY COUNCIL

Approved By:

Department Director

Council Meeting of December 13, 2017

Agenda Item Number 33

For City Administrator

**SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING SB1 LOCAL PARTNERSHIP PROGRAM IMPLEMENTING AGENCY AGREEMENT WITH THE MADERA COUNTY TRANSPORTATION AUTHORITY AND AUTHORIZING THE CITY ENGINEER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

### **RECOMMENDATION:**

That the City Council approves Resolution No. 17-\_\_

- a. Approving SB1 Local Partnership Program Implementing Agency Agreement with the Madera County Transportation Authority
- b. Authorizing the City Engineer to Execute the Agreement

### **SUMMARY:**

The Local Partnership Program was created with passage of Senate Bill 1 (SB1), known as the Road Repair and Accountability Act of 2017. The Local Partnership Program component provides funding to jurisdictions that have voter approved taxes for transportation purposes. Measure T, the ½ cent sales tax, qualifies the Madera County Transportation Authority (MCTA) to receive Local Partnership Program funds on a formula distribution established by the guidelines adopted by the California Transportation Commission. MCTA intends to distribute these funds to projects nominated by the local agencies within Madera County. An implementing agency agreement is required for an agency other than MCTA to submit projects and receive funds under this program. The deadline for project submittals through MCTA is December 15, 2017.

**Engineering**

205 W. Fourth Street • Madera, CA 93637 • TEL (559) 661-5418 • FAX (559) 675-6605

**[www.cityofmadera.ca.gov](http://www.cityofmadera.ca.gov)**

## **DISCUSSION:**

Senate Bill 1 (SB1), known as the Road Repair and Accountability Act of 2017, was signed by the Governor on April 28, 2017. Several transportation funding programs were created by SB1 including the Local Partnership Program where \$200,000,000 is to be appropriated annually to local or regional transportation agencies that have voter approved taxes or other imposed fees solely for transportation purposes. Official guidelines for the 2018 Local Partnership Program programming cycle were adopted by the California Transportation Commission (CTC) in mid-October. The Madera County Transportation Authority (MCTA) is the taxing authority responsible for Measure T and thus designated to receive distributions under SB1 Local Partnership Program. Per the 2018 LPP Guidelines, project nominations are due to CTC by December 15, 2017 from MCTA.

At their board meeting of November 22, 2017, the Madera County Transportation Authority adopted policies with the intent of allocating all proceeds from the LPP to the three local agencies of Madera County per the provision in the Adopted Guidelines that a nomination may identify an entity other than the applicant (MCTA) to be the project implementing agency. The implementing agency assumes responsibility and accountability for the use and expenditure of program funds. Documentation of the agreement between the taxing authority and the implementing agency must be submitted with the application. Thus, there is urgency in presenting this item to Council in order to meet the December 15<sup>th</sup> project nomination deadline. The city received the Agreement language on Monday, December 4, 2017.

The Agreement specifies that the Madera County Transportation Authority will:

1. Allocate formula shares to jurisdictions based upon the agreed upon methodology;
2. Coordinate with the IMPLEMENTING AGENCY on project application submittals;
3. Ensure projects are programmed only for the construction phase of the project; and
4. Monitor IMPLEMENTING AGENCY for compliance with all LPP and Measure T requirements.

The City of Madera as IMPLEMENTING AGENCY will:

1. Submit a formula program application for an eligible LPP project;
2. Certify that the required match is available and on hand;
3. Certify that it will request for allocation from the CTC and begin delivery of the project in the year the funds are programmed;
4. Be responsible for any reporting requirements;
5. Advertise the project as a SB 1 and Measure T project;
6. Place the project on the SB 1 Map and include a picture; and
7. Follow all the rules, regulations, and requirements of the SB 1 LPP and Measure T programs.

MCTA has requested project nominations FY 2017/18 and FY 2018/19. The City of Madera is able to nominate projects utilizing an allocation of \$217,000 in LPP for FY 2017/18 and \$180,000 in FY 2018/19. Projects funded from the Local Partnership Program will require at least a one-to-one match of local funds. The matching funds must be expended concurrently and proportionally to the Local Partnership Program funds. The City intends to nominate road rehabilitation projects already programmed with Measure T funds and identified in the Capital Improvement Project as R-65 and R-

70. The additional LPP funds will enhance those projects accordingly and allow for more lane miles of improvements.

**FINANCIAL IMPACT:**

There is no adverse fiscal impact to the City's General Fund or other Funds. The SB 1 Local Partnership Program requires a One to One match of local funds. The LPP funds will be used to enhance projects already programmed with Measure T funds. These additional funds will be programmed in the mid-year budget adjustment.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

Strategy 121 - Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.

**RESOLUTION NO. 17 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, APPROVING SB1 LOCAL PARTNERSHIP PROGRAM  
IMPLEMENTING AGENCY AGREEMENT WITH THE MADERA COUNTY  
TRANSPORTATION AUTHORITY AND AUTHORIZING THE CITY ENGINEER  
TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

**WHEREAS**, the Madera County Transportation Authority has requested project nominations from the local, implementing agencies for funding under the Local Partnership Program created by Senate Bill 1; and

**WHEREAS**, documentation of the agreement between the taxing authority and the implementing agency must be submitted with the application; and

**WHEREAS**, City wishes to delegate authorization to the City Engineer of the City of Madera to execute the SB1 Local Partnership Program Implementing Agency Agreement and any amendments thereto with the Madera County Transportation Authority.

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

1. The above recitals are true and correct.
2. SB1 Local Partnership Program Implementing Agency Agreement, a copy of which is on file in the office of the City Clerk and referred to for particulars is approved.
3. The City Engineer is authorized to execute said Agreement and any amendments thereto with the Madera County Transportation Authority on behalf of the City.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

## **MADERA COUNTY TRANSPORTATION AUTHORITY LOCAL PARTNERSHIP PROGRAM AGREEMENT**

This AGREEMENT is made and entered into this \_\_\_\_ day of December, 2017, by and between the MADERA COUNTY TRANSPORTATION AUTHORITY, hereinafter referred to as "AUTHORITY," and the CITY of MADERA, hereinafter referred to as "IMPLEMENTING AGENCY."

### RECITALS

- A. Madera County voters approved Measure T in November 2006, a half-cent sales tax dedicated for transportation improvements.
- B. The Road Repair and Accountability Act of 2017 (Senate Bill [SB] 1, Chapter 5, Statutes of 2017) created the Local Partnership Program (LPP) and continuously appropriates two hundred million dollars (\$200,000,000) annually to be allocated by the California Transportation Commission (CTC) to local or regional transportation agencies that have sought and received voter approval of taxes or that have imposed fees, which taxes or fees are dedicated solely for transportation improvements. The Local Partnership Program was subsequently amended by Assembly Bill (AB) 115 (Chapter 20, Statutes of 2017) and AB 135 (Committee on Budget, Chapter 255, Statutes of 2017).
- C. Jurisdictions with voter approved taxes, tolls, and fees will be eligible for a *formulaic distribution* of LPP funds if the taxes, tolls, or fees are dedicated solely to transportation.
- D. Jurisdictions with voter approved taxes, tolls, and fees will also be eligible to apply for the *competitive portion* of LPP funds if the taxes, tolls, or fees are dedicated solely to transportation.

NOW, THEREFORE, in consideration of the formulaic distribution of LPP funds to the AUTHORITY, and also for the competitive grant portion available, THE PARTIES HERETO AGREE AS FOLLOWS:

The AUTHORITY will:

- 1. Allocate formula shares to jurisdictions based upon the agreed upon methodology;
- 2. Coordinate with the IMPLEMENTING AGENCY on project application submittals;
- 3. Ensure projects are programmed only for the construction phase of the project; and
- 4. Monitor IMPLEMENTING AGENCY for compliance with all LPP and Measure T requirements.

The IMPLEMENTING AGENCY will:

- 1. Submit a formula program application for an eligible LPP project;
- 2. Certify that the required match is available and on hand;
- 3. Certify that it will request for allocation from the CTC and begin delivery of the project in the year the funds are programmed;



4. Be responsible for any reporting requirements;
5. Advertise the project as a SB 1 and Measure T project;
6. Place the project on the SB 1 Map and include a picture; and
7. Follow all the rules, regulations, and requirements of the SB 1 LPP and Measure T programs.

IN WITNESS WHEREOF, the AUTHORITY and IMPLEMENTING AGENCY execute this Agreement as follows:

MADERA COUNTY TRANSPORTATION AUTHORITY

\_\_\_\_\_  
Patricia Taylor  
Executive Director

\_\_\_\_\_  
Date

IMPLEMENTING AGENCY:  
CITY OF MADERA

\_\_\_\_\_  
Keith Helmuth  
City Engineer

\_\_\_\_\_  
Date



## REPORT TO THE CITY COUNCIL

**BOARD MEETING OF:** December 13, 2017  
**AGENDA ITEM NUMBER:** 4A

**APPROVED BY:**

  
 Executive Director

  
 Neighborhood Revitalization Supervisor

**Subject:** Update on Rental Housing Inspection Program

**Summary:** Neighborhood Revitalization Department will be providing the City Council an update on scheduled inspections and registration activity for the Rental Housing Inspection Program.

### **I. HISTORY/BACKGROUND**

#### **Inspections**

In compliance with the recently adopted Rental Housing Inspection Program (RHIP), the City is now moving into the second phase of the program, namely conducting inspections of registered rental housing units. Implementation of the inspections is limited to rental housing units dated prior to 1970. The housing units chosen for the inspection were randomly selected from different areas within the City. Each Code Enforcement Officer picked four housing units from their assigned areas. Per the ordinance, a thirty day (30) notice was mailed in advance to each owner informing them of the inspection date. Along with the notice, a Sample Checklist, and Tenant Consent Form was included. All notices were printed in English and Spanish. The total number of inspections scheduled for December is twenty-two (22).

#### **Inspection Location**

1. Bloker Street
2. Merced Street
3. Merced Street
4. Rogers Street
5. Maple Street
6. Maple Street
7. Maple Street
8. DeSanti Avenue

#### **Owner Last Name**

Camarillo  
 Klair  
 Elias  
 JHS Family Limited Partnership  
 Caballero  
 Andrade  
 Hart  
 Hernandez

<b>Inspection Location</b>	<b>Owner Last Name</b>
9. East Central Avenue	Gonzalez
10. East Central Avenue	Garcia
11. East Central Avenue	Old Stage Holdings Co. LLC
12. East Central Avenue	Manselian
13. 400 Hilton Street	Rainey
14. 2906 Westgate Drive	Caballero
15. 501 North Schnoor Street	Badella
16. 817 Orchard Avenue	Gill
17. Flume Street	Franzoia
18. Flume Street	Franzoia
19. Flume Street	Franzoia
20. East 5th Street	Franzoia
21. East 5th Street	Franzoia
22. Magnolia Street	Quijada

Inspections are slated to begin the week starting December 11<sup>th</sup>, and will continue thereafter on a weekly basis.

### **Registrations**

In the first phase of the Rental Housing Inspections Program (RHIP) there was a need to address the requirement that each property owner register their rental property(ies) with the City of Madera. To accommodate this task, the City identified all potential rental properties and mailed an informational letter along with a registration form to property owners in both English and Spanish. At the start of the program in August and through September, a total of 3,860 letters were mailed. While a majority have submitted their completed forms, there's still a considerable number of no responders. Approximately 1,000 follow up letters have been sent to the no-responders reminding them of the requirement to register and the potential consequences of not doing so. The final set of letters will be mailed in December. Starting in January, property owners who have not registered and are confirmed to be conducting a rental business will be issued a Notice of Violation. To date a total of 4,048 rental units have been declared as rental units and will be subject to inspections.

### **II. VISION 2025 LINKAGE**

This item is not in conflict with any of the actions or goals contained in the Vision Madera 2025 Action Plan.

### **III. RECOMMENDATION**

This report provided for your information only; no action is required.

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

BOARD MEETING OF: December 13, 2017  
AGENDA ITEM NUMBER: 4B

APPROVED BY:

  
Executive Director

**Subject:** Consideration of a Resolution Adopting the Madera Recognized Obligation Payment Schedule (ROPS) 18-19 Representing the Period July 1, 2018 to June 30, 2019

**Summary:** The Successor Agency will consider a resolution approving the Recognized Obligation Payment Schedule (ROPS) 18-19 for the period July 1, 2018 to June 30, 2019

## HISTORY/BACKGROUND

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

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

## SITUATION

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

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

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

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

<u>Project</u>	<u>Amount</u>
1) Avenue 16 Linear Park	\$165,000
2) Riverwalk (PG&E, telephone, cable TV)	\$462,149
3) Riverwalk and Riverside (punch list items, dirt, grading)	\$470,000
4) 5 E. Yosemite Rehab	\$350,000
5) Southwest Industrial Park Master Plan	\$70,000
6) Hunter/Adelaide Subdivision	\$1,565,565

7) Midtown Subdivision Improvements	\$1,249,313
8) Malone Properties Improvements	\$228,946
9) E. Yosemite Lot development	\$600,970
10) Administrative Cost	<u>\$252,500</u>
TOTAL FY 18-19	\$5,414,443

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

<b><u>RPTTF Requested 18-19</u></b>	<b><u>Amount</u></b>
1) 1998 Tax Allocation Bond	\$403,501
2) 2003 Tax Allocation Bond (add'l from ROPS 17-18B \$700,261)	\$596,377
3) 2008A Tax Allocation Bond	\$1,590,213
4) 2008B Tax Allocation Bond	\$260,617
5) Bond Trustee Fees	\$40,000
6) Administrative Allowance	\$250,000
7) Increase in 2008A Bond Reserve Requirement	\$
8) 2003 Tax Allocation Bond (carry forward to 19-20A)	<u>\$230,710</u>
TOTAL RPTTF Requested FY17-18	\$3,371,418

### **RECOMMENDATION**

Staff recommends the Successor Agency adopt the resolution approving the Madera Recognized Obligation Payment Schedule 18-19 representing the period July 1, 2018 to June 30, 2019.

JET:bw

Attachments:

- Resolution (Agency)
- ROPS

RESOLUTION NO. SA

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AS THE SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) 18-19 PURSUANT TO SECTION 34177 OF THE CALIFORNIA HEALTH AND SAFETY CODE FOR FISCAL YEAR 2018-2019 FOR THE PERIOD JULY 1, 2018 THROUGH JUNE 30, 2019

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

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

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

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

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

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

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

18-19 for the period July 1, 2018 through June 30, 2019 attached hereto as Exhibit A.

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

(a) Present a copy of the adopted Recognized Obligation Payment Schedule 18-19 for the period July 1, 2018 through June 30, 2019 to the Oversight Board for approval.

(b) Transmit a copy of the adopted Recognized Obligation Payment Schedule 18-19 for the period July 1, 2018 through June 30, 2019 by mail or electronic means to the State Department of Finance, the State Controller, Madera County Administrator and Madera County Auditor-Controller.

(c) Post the Recognized Obligation Payment Schedule 18-19 for the period July 1, 2018 through June 30, 2019 on the City's website.

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

5. This resolution is effective immediately upon adoption.

\* \* \* \* \*

## Recognized Obligation Payment Schedule (ROPS 18-19) - Summary

Filed for the July 1, 2018 through June 30, 2019 Period

Successor Agency:

Madera City

County:

Madera

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)				18-19A Total (July - December)	18-19B Total (January - June)	ROPS 18-19 Total
<b>A</b>	<b>Enforceable Obligations Funded as Follows (B+C+D):</b>			<b>\$ 6,024,114</b>	<b>\$ 126,500</b>	<b>\$ 6,150,614</b>
B	Bond Proceeds			5,323,853	126,500	5,450,353
C	Reserve Balance			462,502	-	462,502
D	Other Funds			237,759	-	237,759
<b>E</b>	<b>Redevelopment Property Tax Trust Fund (RPTTF) (F+G):</b>			<b>\$ 1,900,000</b>	<b>\$ 1,471,420</b>	<b>\$ 3,371,420</b>
F	RPTTF			1,775,000	1,346,420	3,121,420
G	Administrative RPTTF			125,000	125,000	250,000
<b>H</b>	<b>Current Period Enforceable Obligations (A+E):</b>			<b>\$ 7,924,114</b>	<b>\$ 1,597,920</b>	<b>\$ 9,522,034</b>

Certification of Oversight Board Chairman:

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

/s/

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Madera City Recognized Obligation Payment Schedule (ROPS 18-19) - Report of Cash Balances**  
**July 1, 2015 through June 30, 2016**  
**(Report Amounts in Whole Dollars)**

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

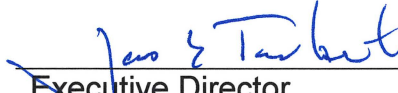
A	B	C	D	E	F	G	H	I
	Cash Balance Information for ROPS 15-16 Actuals (07/01/15 - 06/30/16)	Fund Sources						Comments
		Bond Proceeds		Reserve Balance		Other	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	Beginning Available Cash Balance (Actual 07/01/15)	10,524,831			621,940		22,929	
2	Revenue/Income (Actual 06/30/16) RPTTF amounts should tie to the ROPS 15-16 total distribution from the County Auditor-Controller during January 2016 and June 2016.	30,672				237,759.00	3,845,001	\$237,759 from prop sales to be used 17-18B carryforward for debt service
3	Expenditures for ROPS 15-16 Enforceable Obligations (Actual 06/30/16)	1,259,214			621,940		3,191,722	
4	Retention of Available Cash Balance (Actual 06/30/16) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	3,450,774				237,759	648,455	\$237,759 from prop sales to be used 17-18B carryforward for debt service \$648,455 Carryforward 16-17A debt serv
5	ROPS 15-16 RPTTF Balances Remaining	No entry required						
6	Ending Actual Available Cash Balance (06/30/16) C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ 5,845,515	\$ -	\$ -	\$ -	\$ -	\$ 27,753	

Madera City Recognized Obligation Payment Schedule (ROPS 18-19) - ROPS Detail																						
July 1, 2018 through June 30, 2019																						
(Report Amounts in Whole Dollars)																						
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name/Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS 18-19 Total	18-19A (July - December)					18-19A Total	18-19B (January - June)					18-19B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$ 101,967,904		\$ 9,522,034	\$ 5,323,853	\$ 462,502	\$ 237,759	\$ 1,775,000	\$ 125,000	\$ 7,924,114	\$ 126,500	\$ -	\$ -	\$ 1,346,420	\$ 125,000	\$ 1,597,920
1	1998 Tax Allocation Bond	Bonds Issued On or Before 12/31/10	10/7/1998	10/7/2028	BNYMellon	Bonds issue to fund RDA projects		7,363,419	N	\$ 403,501				278,457		\$ 278,457				125,044		\$ 125,044
2	2003 Tax Allocation Bond	Bonds Issued On or Before 12/31/10	10/30/2003	10/30/2033	BNYMellon	Bonds issue to fund RDA projects		19,665,625	N	\$ 1,296,638		462,502	237,759	285,277		\$ 985,538				311,100		\$ 311,100
3	2008A Tax Allocation Bond	Bonds Issued On or Before 12/31/10	9/10/2008	9/10/2038	BNYMellon	Bonds issue to fund non-housing projects		39,134,756	N	\$ 1,590,213				1,014,944		\$ 1,014,944				575,269		\$ 575,269
4	2008B Tax Allocation Bond	Bonds Issued On or Before 12/31/10	9/10/2008	9/10/2038	BNYMellon	Bonds issue to fund housing projects		5,504,085	N	\$ 260,619				176,322		\$ 176,322				84,297		\$ 84,297
5	BNYMT Trustee fees 1998 Series, continuing disclosure requirements	Fees	10/7/1998	10/7/2028	BNYMellon, Cal Muni, Orrick	Trustee Fees, Disclosure Rpt, Bond Council		47,500	N	\$ 10,000				5,000		\$ 5,000				5,000		\$ 5,000
6	BNYMT Trustee fees 2003 Series, continuing disclosure requirements	Fees	10/30/2003	10/30/2033	BNYMellon, Cal Muni, Orrick	Trustee Fees, Disclosure Rpt, Bond Council		62,100	N	\$ 10,000				5,000		\$ 5,000				5,000		\$ 5,000
7	BNYMT Trustee fees 2008 Series & Arbitrage, continue disclosure requirements	Fees	9/10/2008	9/10/2038	BNYMellon, Cal Muni, Orrick	Trustee Fees, Disclosure Rpt, Bond Council		181,000	N	\$ 20,000				10,000		\$ 10,000				10,000		\$ 10,000
21	Property Management	Property Maintenance	2/1/2008	9/10/2038	Personnel Staff	Facility and Lot maintenance		110,000	N	\$ 2,500	1,000					\$ 1,000	1,500					\$ 1,500
31	Herbicide Property Maintenance	Property Maintenance	2/1/2008	9/10/2038	Western Ag & Turf Target Specialty Products Crop Production Services Ewing Irrigation, Ewing	Weed Control on SA properties		14,000	N	\$ 2,000	1,000					\$ 1,000	1,000					\$ 1,000
38	Riverside Villas	Bond Funded Project – Pre-2011	3/24/2011	9/10/2038	Payee not listed	Final phase subdivision improvements		120,000	N	\$ 120,000	120,000					\$ 120,000						\$ -
43	Avenue 16 Landscape Project	Bond Funded Project – Pre-2011	10/11/2006	9/10/2038	Payee not listed	\$138,800 Expensed to Date		250,000	N	\$ 165,000	165,000					\$ 165,000						\$ -
48	Southwest Industrial Park Master Plan	Bond Funded Project – Pre-2011	9/9/2009	9/10/2038	North Star PO 661	Master Plan Traffic Circulation-SW Madera Industrial Area (Agmt \$136,629 + 10% Contingency-\$13,629)		135,000	N	\$ 70,000	70,000					\$ 70,000						\$ -
54	SA Admin Costs	Admin Costs	1/1/2012	9/10/2038	Successor Agency	Administrative Costs		5,750,000	N	\$ 250,000					125,000	\$ 125,000				125,000		\$ 125,000
66	Riverwalk Subdivision	Bond Funded Project – Pre-2011	1/15/2014	9/10/2038	unknown	Engineering and survey, truck dirt, grading, alley paving		350,000	N	\$ 350,000	350,000					\$ 350,000						\$ -
67	Riverwalk Subdivision	Bond Funded Project – Pre-2011	1/15/2014	9/10/2038	Waiting for response from RFP	Property Acquisition		360,000	N	\$ -						\$ -						\$ -
70	Central Madera Street Project	Bond Funded Project – Pre-2011	1/14/2009	9/10/2038	Blair, Church & Flynn PO 660	Eng/Design - central Madera Residential District Proj No. 208-0541		80,000	N	\$ 35,910	35,910					\$ 35,910						\$ -
75	Project Operations	Project Management Costs	1/1/2012	9/10/2038	Various Vendors	Contract Services		75,000	N	\$ 40,000	20,000					\$ 20,000	20,000					\$ 20,000
76	Project Operations	Project Management Costs	1/1/2012	9/10/2038	Various Vendors	PG&E, application, Consultants		60,000	N	\$ 12,000	6,000					\$ 6,000	6,000					\$ 6,000
77	Project Operations	Project Management Costs	1/1/2012	9/10/2038	Various Vendors	Consultants, Professionals		20,000	N	\$ 12,000	6,000					\$ 6,000	6,000					\$ 6,000
78	Project Operations	Project Management Costs	1/1/2012	9/10/2038	Various Vendors	Other Materials, Supplies		38,000	N	\$ 24,000	12,000					\$ 12,000	12,000					\$ 12,000
82	Elm & E Yosemite Signal	Bond Funded Project – Pre-2011	6/14/2009	9/10/2038	Payee not listed	Traffic signal installation - State Route 145			Y	\$ -						\$ -						\$ -
83	SA Project Employee Cost	Project Management Costs	1/1/2012	9/10/2038	Personnel Staff	Project Management		358,000	N	\$ 160,000	80,000					\$ 80,000	80,000					\$ 80,000
85	Property Maintenance 428 Yosemite	Property Maintenance	1/1/2012	9/10/2038	Various Vendors	Property Maintenance 428 Yosemite		48,000	N	\$ -						\$ -						\$ -
86	Property Maintenance 120 N. E St.	Property Maintenance	1/1/2012	9/10/2038	Various Vendors	Property Maintenance 128 N E St		135,000	N	\$ -						\$ -						\$ -
95	Property Maintenance 5 E. Yosemite	Property Maintenance	1/1/2012	9/10/2038	Various Vendors	Property Maintenance 5 E Yosemite		133,000	N	\$ -						\$ -						\$ -
150	Remodel 5 E. Yosemite	Bond Funded Project – Pre-2011	7/30/2014	6/30/2018	SIM Construction Design, unknown construction contractor	Restore for continued transient use as permitted in grant agmt		400,000	N	\$ 350,000	350,000					\$ 350,000						\$ -
152	Carry forward for next period Debt service	Reserves	9/15/2014	9/1/2038	BNYMellon	Debt Service		14,910,522	N	\$ 230,710						\$ -				230,710		\$ 230,710
154	Adelaide Subdivision	Bond Funded Project – Pre-2011	6/10/2015	6/30/2019	Blair Church & Flynn	Engineering and design services		85,000	N	\$ 85,000	85,000					\$ 85,000						\$ -
156	Adelaide Subdivision	Bond Funded Project – Pre-2011	1/15/2016	6/30/2019	unknown	Construction of infrastructure		1,290,755	N	\$ 1,290,755	1,290,755					\$ 1,290,755						\$ -
157	Adell Street Imp Project	Bond Funded Project – Pre-2011	6/15/2016	6/30/2019	unknown	Street Improvements		2,390,000	N	\$ -						\$ -						\$ -
158	MidTown Subdivision	Bond Funded Project – Pre-2011	7/1/2017	6/30/2018	unknown	Street and offsite improvements as required		1,249,313	N	\$ 1,249,313	1,249,313					\$ 1,249,313						\$ -
159	Increase Bond Reserve	Reserves	7/1/2017	6/30/2018	Bank of New York Mellon	Increase bond reserve as required by Master Indenture		165,954	N	\$ -						\$ -						\$ -
160	Malone Street	Bond Funded Project – Pre-2011	7/1/2017	6/30/2018	unknown	Offsite Improvements, abandon and install new sewer and water connections		228,946	N	\$ 228,946	228,946					\$ 228,946						\$ -
161	Riverside Villas & Riverwalk Subdivision	Bond Funded Project – Pre-2011	7/1/2017	6/30/2018	unknown	Joint trench, application design construction		462,149	N	\$ 462,149	462,149					\$ 462,149						\$ -
162	Adelaide Subdivision	Bond Funded Project – Pre-2011	7/1/2017	6/30/2018	unknown	Haul in dirt to grade		189,810	N	\$ 189,810	189,810					\$ 189,810						\$ -
163	E. Yosemite lot development	Bond Funded Project – Pre-2011	7/1/2017	6/30/2018	unknown	Offsite improvements		600,970	N	\$ 600,970	600,970					\$ 600,970						\$ -
164									N	\$ -						\$ -						\$ -
165									N	\$ -						\$ -						\$ -
166									N	\$ -						\$ -						\$ -
167									N	\$ -						\$ -						\$ -
168									N	\$ -						\$ -						\$ -
169									N	\$ -						\$ -						\$ -
170									N	\$ -						\$ -						\$ -
171									N	\$ -						\$ -						\$ -
172									N	\$ -						\$ -						\$ -
173									N	\$ -						\$ -						\$ -
174									N	\$ -						\$ -						\$ -
175									N	\$ -						\$ -						\$ -
176									N	\$ -						\$ -						\$ -
177									N	\$ -						\$ -						\$ -
178									N	\$ -						\$ -						\$ -

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

BOARD MEETING OF: December 13, 2017  
AGENDA ITEM NUMBER: 4C

APPROVED BY:

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

**Subject:** Consideration of a Resolution Approving the Administrative Budget of the Successor Agency for the Period July 1, 2018 – June 30, 2019

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**Summary:** The Successor Agency will consider a resolution approving the Administrative Budget of the Successor Agency for the period July 1, 2018 – June 30, 2019

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**HISTORY/BACKGROUND**

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

Administrative costs are those necessary to carry out enforceable obligations. Additionally, the dissolution legislation created a number of new reporting requirements.

**RECOMMENDATION**

Staff recommends the Successor Agency adopt the resolution approving the Administrative Budget for the period July 1, 2018 – June 30, 2019

JET:bw

Attachment:

- Resolution (Agency)
- Administrative Budget

## RESOLUTION NO. SA

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AS THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, APPROVING THE SUCCESSOR AGENCY ADMINISTRATIVE BUDGET FOR JULY 1, 2018 THROUGH JUNE 30, 2019

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

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

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

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

1. The recitals listed above are true and correct.
2. The Agency hereby approves the Administrative Budget for administrative costs for the period July 1, 2018 through June 30, 2019 attached hereto as Exhibit A.
3. The Agency authorizes and directs the Executive Director to:
  - (a) Present a copy of the Administrative Budget for administrative costs for the period July 1, 2018 through June 30, 2019 to the Oversight Board for approval.

(b) Upon approval of the Oversight Board, transmit a copy of the Administrative Budget for administrative costs for the period July 1, 2018 through June 30, 2019 by mail or electronic means to the Madera County Auditor-Controller.

4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

PASSED AND ADOPTED by the City Council of the City of Madera as the Successor Agency to the former Madera Redevelopment Agency of the City of Madera this 13<sup>th</sup> day of December 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST:

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

Approved as to Legal Form:

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

EXHIBIT A

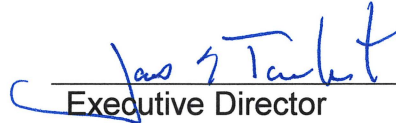
SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY  
Administrative Budget FY 2018-19  
(July 1, 2018 to June 30, 2019)

	<u>RPTTF</u>	<u>Bond</u>	<u>TOTAL</u>
Salaries & Benefits	\$ 220,000	\$ 160,000	\$ 380,000
M&O	<u>30,000</u>	<u>92,500</u>	<u>122,500</u>
TOTAL	<u>\$ 250,000</u>	<u>\$ 252,500</u>	<u>\$ 502,500</u>

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

**BOARD MEETING OF:** December 10, 2017  
**AGENDA ITEM NUMBER:** 6A

**APPROVED BY:**

  
Executive Director

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

**Summary:** The Successor Housing Agency will consider a resolution approving an agreement with California Utility Consultants, Inc. in an amount not to exceed \$25,000.00

### **HISTORY/BACKGROUND**

The Adelaide subdivision is currently in the design phase. To be prepared to move forward at final design staff has requested a proposal from California Utility Consultants, a sole source vendor, for services relating to the joint trench for the residential development and undergrounding of overhead power lines. The subdivision design consist of two cul-de-sacs, street improvements and 19 parcels all having sewer and water connections.

### **SITUATION**

California Utility Consultants, Inc. has submitted a proposal for design and coordination of the joint trench and undergrounding related to the Adelaide subdivision. The joint trench will house the gas, electric, phone, cable TV for the residential lots. The undergrounding of the overhead power lines on Lilly along the east perimeter of the project will remove 4 power poles, allowing the street to be widened consistent with the roadway in both north and south directions. This action is on the approved ROPS line item 154 and 156.

### **RECOMMENDATION**

Staff recommends the Successor Housing Agency adopt the resolution approving the Agreement with California Utility Consultants, Inc. in an amount not to exceed \$25,000.00

JET:bw

Attachments:

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

RESOLUTION NO. SHA 17-

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

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

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

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

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

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

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

WHEREAS, funds are available for this agreement and approved in the ROPS 17-18 on line item 154 & 156.

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

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

\* \* \* \* \*

PASSED AND ADOPTED by the City Council of the City of Madera as the Successor  
Housing Agency to the former Madera Redevelopment Agency of the City of Madera this 10<sup>th</sup>  
day of December 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Andrew J. Medellin, Mayor

ATTEST:

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Claudia Mendoza, Secretary

Approved as to Legal Form:

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Brent Richardson, General Counsel

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

This Agreement made and entered into this 13<sup>th</sup> day of December, 2017, between the Successor Housing Agency to the Former Madera Redevelopment Agency, hereinafter called “Agency,” and California Utility Consultants, Inc., 7591 N. Ingram Ave., Suite 103 Fresno CA 93711, hereinafter called “CUC”

**RECITALS**

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

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

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

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, it is agreed by and between the Agency and CUC as follows:

1.0 Services. The Agency hereby employs CUC to perform the services herein set forth

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

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

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

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

2.3 Confidentiality. Documents, plans, disclosures and other information of any nature and description, which Agency supplies or makes available to CUC or which CUC discovers or develops in performance of the Services under this Agreement, shall be deemed confidential. CUC shall not disclose same without Agency's written authorization, except to the extent that

information is in the public domain, or is required by law or under CUC's professional obligations to be disclosed.

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

3.1 Fees - For all the work and services, including supplies and equipment, pertaining to the Project and required to be furnished by CUC to the Agency, Agency agrees to pay to CUC, and CUC agrees to accept as payment in full, compensation on a lump sum fee basis as indicated in "Exhibit A" in an amount not to exceed a total of \$25,000.00. It is understood and agreed to by both parties that all expenses incidental to CUC's performance of services pursuant to this agreement will be actual cost reimbursement, and are included in the basic fee.

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

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

5.0 Time of Completion. Agency and CUC agree that time is of the essence in each and every term of this Agreement, and that the Project will be completed within a reasonably expeditious time period, but in no event to exceed 365 days from the date of this Agreement.

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

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

7.0 Ownership of Documents.

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

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

8.0 . **LIABILITY INSURANCE:**

Without limiting Consultant's indemnification of City, 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 City.

A. 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

**B. 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.

**C. 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.

D. 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.

E. 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 sub-consultants or subcontractors.

F. 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.

G. 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.

#### H. 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.

#### I. 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.

#### J. 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.

#### K. Additional Insurance

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

9.0 Independent Contractor. In performance of the work, duties, and obligations assumed by CUC under this Agreement, it is mutually understood and agreed that CUC, including any and all of CUC's officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an

officer, agent, servant, employee, joint venturer, partner, or associate of Agency. Furthermore, Agency shall have no right to control or supervise or direct the manner or method by which CUC shall perform its work and functions. However, Agency shall retain the right to administer this Agreement so as to verify that CUC is performing its obligations in accordance with the terms and conditions hereof. Engineer and Agency shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

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

#### 10.0 **INDEMNIFICATION:**

***Indemnity for Professional Liability:*** When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless Agency and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants) are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the Agency in the performance of professional services under this agreement. Consultant shall not be obligated to defend or indemnify Agency for the Agency's own negligence or for the negligence of others.

***Indemnity for Other Than Professional Liability:*** Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless Agency, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or Agency for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Consultant.

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

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

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

14.0 Termination. This Agreement may be terminated by mutual agreement or it may

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

Notice of termination shall be mailed to the Agency:

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

Gary Ganci  
California Utility Consultants, Inc.,  
7591 N. Ingram Ave., Suite 103  
Fresno CA 93711

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

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

16.0 Notices. All notices and communications from the Agency shall be to CUC 's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as indicated in Paragraph 14.0 hereof.

17.0 Complete Agreement of Parties. This Agreement, including "Exhibit A" incorporated herein by reference, represents the entire agreement and understanding between the

parties. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

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

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

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

\* \* \* \* \*

SUCCESSOR HOUSING AGENCY to the former  
Madera Redevelopment Agency

CALIFORNIA UTILITY  
CONSULTANTS, INC.

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

By: \_\_\_\_\_  
Gary Ganci

APPROVED AS TO FORM:

ATTEST:

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

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

## **"EXHIBIT A"**

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

### **AGREEMENT TO PERFORM WORK**

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

CUC shall perform all services for Client outlined under Section A, Scope of Work, of this Agreement. Such services are subject to Section B, Conditions and Section C, Fee and Payment Schedule, of this Agreement. The total fee for these services is \$25,000.00.

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

### **SECTIONS**

- SCOPE OF WORK
- Conduct a preliminary site review to determine the availability and location of gas, electric, telephone, and cable tv distribution and transmission facilities.
- Submit client's improvement plans to utility company representatives and conduct a pre-engineering meeting to determine initial design and establish an engineering schedule.
- Work with client's civil engineer to incorporate the "dry" utility services into their design.
- Provide PGE approved Rule 15/20 electric designs
- Provide PGE approved gas design.
- Provide PGE approved joint trench composite.
- Coordinate the engineering process with all utility companies.
- Coordinate and conduct a pre-construction meeting with all utility companies, client's contractors, and civil engineer.
- Coordinate the installation of gas, electric, phone, cable tv, and street light facilities.
- Monitor the installation of gas, electric, phone, and cable tv facilities.
- Review utility company contracts for accuracy.
- Provide a payment option analysis and recommend payment option.

### **CONDITIONS**

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

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

**CUC is not responsible for:**

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

**C. FEE AND PAYMENT SCHEDULE**

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

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

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

Prepared By:  
California Utility Consultants, Inc.

Accepted by:  
City of Madera

\_\_\_\_\_  
signature

\_\_\_\_\_  
date

\_\_\_\_\_  
signature

\_\_\_\_\_  
date

EXHIBIT A

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

**SUBDIVISIONS**

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

CAD FILE OF TRACT MAP VERSION 2010

1 SET .PDF OR HARD COPY OF TRACT MAP

1 SET .PDF OR HARD COPY OF ALL IMPROVEMENT PLANS

**APARTMENTS**

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

CAD FILE OF PARCEL MAP VERSION 2010

1 SET .PDF OR HARD COPY OF PARCEL MAP

1 SET .PDF OR HARD COPY OF ALL IMPROVEMENT PLANS

1 SET .PDF OF ARCHTECTURAL DRAWINGS INCLUDING MEP'S

**COMMERCIAL**

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

CAD FILE OF PARCEL MAP VERSION 2010

1 SET .PDF OR HARD COPY OF PARCEL MAP

1 SET .PDF OR HARD COPY OF ALL IMPROVEMENT PLANS

1 SET .PDF OF ARCHTECTURAL DRAWINGS INCLUDING MEP'S

GAS AND ELECTRIC LOAD INFORMATION LISTED ON PGE APPLICATION

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

BOARD MEETING OF: December 13, 2017

AGENDA ITEM NUMBER: 6B

APPROVED BY:

  
Executive Director

**Subject:** Update on Housing Activities

**Summary:** The Agency Board will be provided with an update on the activities of the Successor Housing Agency.

### HISTORY/BACKGROUND

The Successor Housing Agency has been working on a number of housing projects over the past several years. Currently 4 separate housing projects are under development:

Riverside Villas - 22 lots with 9 sold to developers, (see photo insert).

Riverwalk Subdivision – 12 lots is in final map process.

Adelaide Subdivision - in design and will house 19 lots.

Malone Street - 5 lots final map is at engineering.



Exhibit A provides a summary of the status of our subdivision activity.

Historically, it has been the policy of the Agency to sell residential lots for \$10,000.00. In exchange for selling the lots for below fair market value the Agency would establish the sales price of the home, income level of the buyers and coordinate the execution of affordability covenants

Over the past several years increases in construction costs and sales prices has made it increasingly difficult to find buyers who qualify for the affordability covenant. Most buyers meet the income requirements, however, there is also a requirement that only 30% of their income be spent on housing. This last requirement has proven to be problematic so we now require them to execute ownership covenants.

### **RECOMMENDATION**

Information only. No action is required.

Attachment:

- Summary of Subdivision Activity (Exhibit A)
- Scope of Development (Exhibit B)

## **EXHIBIT A HOUSING TIMELINE**

### **Riverside Villas**

#### **9/13/2017 9 Lots Sold**

- 8/9/2017 PG&E contracts to board  
Fires in Northern California slowed PGE construction
- 1/15/2018 Est Construction Utilities Completed
- 1/15/2018 13 Lots Ready to sell**

### **Riverwalk**

- 8/2/2017 City completes review of tentative subdivision map  
BCF make any changes as needed.  
Planning approves map
- 10/15/2017 Take quit claims to Board  
Record Deeds
- 11/1/2017 Receive updated title rpt send to BCF for map
- 12/8/2017 Application to PG&E
- 12/8/2017 BCF resubmit map to city
- 12/20/2017 City completes review of subdivision map
- 12/20/2017 signed by BCF and owners
- 1/10/2018 goto council accept subdivision improvements and record map  
form an LMD
- 3/8/2018 PG&E contracts to board
- 6/15/2018 12 lots ready to sell**

### **Malone**

- 8/9/2017 Bedrock contract for final map
- 9/8/2017 Map from Bedrock to City
- 10/8/2017 City map back to Bedrock with conditions
- 11/16/2017 Final map back to Engineering
- 12/15/2017 map signed by Bedrock and owners
- 1/3/2018 Goto council accept subdivision improvements and record map
- 1/3/2018 5 lots ready to sell**

### **Lilly / Adelaide**

- 10/28/2015 728 Lilly purchase
- 12/20/2016 Demo & asbestos abatement 728 Lilly
- 7/13/2016 Enter agreement with Blair Church & Flynn for Subdivision Engineering and Design
- 8/22/2016 702 & 706 Lilly purchase
- 10/4/2016 Asbestos abatement
- 1/15/2017 Demo 702 & 706 Lilly
- Currently Engineering and Design with Blair Church & Flynn  
19 lots total

## **EXHIBIT "B"**

### **SCOPE OF DEVELOPMENT**

#### **Site Development**

The area of the Site includes (1) one lot which is \_\_\_\_\_ square feet. The Site at the time of conveyance will be (1) one vacant subdivision lot. Development of the Site y Developer shall include construction of (1) one single family residence, and shall include grading, construction, and all off-site improvements required by the City as a condition of issuing a building permit for the Site which is located in , Madera, California, also known as property address, in the City of Madera. Developer shall be required to install underground facilities to serve the Site with water, sewer and flood drainage as well as gas and electric utilities and landscaping of public right-of-way in accordance with any building permit requirements.

#### **Construction of Single Family Dwelling**

The Developer shall construct, market, and sell to a qualified buyer, (1) one single family home in accordance with the floor plans and elevation designs provided by the City of Madera as Successor Housing Agency.

The houses shall include, at no additional cost the following standard amenities package as follows:

#### **Standard Amenities**

- Front Yard Landscaping with Automatic irrigation system per approved landscape and irrigation plans.
- Fenced Rear Yard per City of Madera Standards and Approved Plot Plan.
- Granite Counter Tops with 4" back splash in kitchen, bathroom and laundry room.
- 52-inch Ceiling Fans with light fixture kits in all bedrooms and living room.
- Automatic Garage Door Opener with remote control.
- Stainless Steel Appliances, including; Gas Range, Microwave/Hood and Dish Washer.
- Garbage Disposal at kitchen sink.
- Ceramic Tile Floors in Living Room, Kitchen, Restrooms, Laundry Room, Hallways and Entry.
- Stain Resistant Carpet or Wood Veneer Floors in Bedrooms.
- Exterior Rated Fiberglass or Wood Front Door.
- Exterior Rated Fiberglass or Wood French Door at Patio.
- Lifetime Composition Roofing or/ Concrete Tile Roofing per approved plans.
- Stainless Steel Kitchen & Laundry Room Sinks with pull-out faucet.

- Low VOC Semi-Gloss Interior Paint in Kitchen, Laundry Room, Bathrooms & Garage.
- Low VOC Semi-Gloss Interior Paint on all interior doors, baseboards and trim.
- Low VOC Egg-Shell Interior Paint in Bedrooms, Hallways, Living Room, Dining Room, Entry and Closets.
- Finished Garage with 5/8" Type 'X' Gypsum board, Taped, Textured, Sealed & Painted with Semi-Gloss Interior Paint.
- Building Exterior Materials & Embellishments per approved plans.

### **Quality of Construction**

The quality of the construction shall be the average standard of the industry or better. Specifications for all materials, attachments, and/or appurtenances shall reflect no less than minimum FHA requirements and shall be of good quality and designed for maximum durability without the need for extraordinary maintenance. All structures shall be level, plumb, and true. Construction shall be by skilled tradespeople and technicians to insure a high degree of workmanship.

All finish carpentry shall be completed professionally with well fitted joints and mitered where appropriate.

The landscaping of the front yard shall be consistent with the construction documents.

The City shall, from time to time and without announcement, make inspections of the materials, workmanship, and adherence with the floor plan and elevation design, and shall have the right to disapprove said materials, workmanship and construction when, in the judgment of the inspector, materials and workmanship are not to a reasonably high level of quality or the design is not in compliance with this agreement. Particular emphasis will be placed upon all finished surfaces including, but not limited to, painting, floor coverings, counters, appliance installations, exterior stucco, and concrete finishes.

Should disapproval occur, the Developer shall be required to replace the inferior material or re-do unprofessional or unapproved work as may be directed by the City. The issue of quality shall not be a negotiable item, and the acceptance of the finished product will be totally at the discretion of the City.