

## 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, September 12, 2018 at 6:00 p.m.

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

#### 1. 6:00 p.m. – CALL TO ORDER

##### ROLL CALL

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

##### INVOCATION

Pastor Tim McGraw, Yosemite Christian Center

##### PLEDGE OF ALLEGIANCE

##### PUBLIC COMMENT

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

##### PRESENTATIONS

##### INTRODUCTIONS

#### 2. WORKSHOP

There are no items for this section.

#### 3. CONSENT CALENDAR

**3A.** Listing of Warrants Issued from July 1, 2018 to August 31, 2018 (**Successor Agency**)

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

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

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

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

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

4. **PROJECTS AND REPORTS**

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

5. **AGREEMENTS**

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

5B. Consideration of a Resolution Offering Six Street Easement Dedications for Six Successor Agency Owned Parcels to the California Department of Transportation (**Successor Agency**)

6. **HOUSING**

6A. Consideration of Resolutions Approving a Grant Agreement with Madera Opportunities for Resident Enrichment and Services, Inc. (MORES) for a 21-Unit Affordable Family Housing Project and Amending the 2018/2019 Successor Housing Agency Budget (**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, October 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 September 12, 2018 to be held at 6:00 p.m. in the Council Chambers at City Hall near the front entrances of City Hall before the close of business on Thursday, September 6, 2018.

*Claudia Mendoza*

Claudia Mendoza, Successor Agency Recording Secretary

THE SUCCESSOR AGENCY TO  
THE FORMER CITY OF MADERA REDEVELOPMENT AGENCY

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

From: Office of the Treasurer

Subject: Listing of Warrants Issued

Date: September 12, 2018

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

July 1, 2018 to August 31, 2018

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

General Warrants: #1341-1357 \$ 38,106.63

Respectfully submitted,



Susan O'Haro  
Financial Services Manager



Bob Wilson  
Successor Agency Executive Director

**THE SUCCESSOR AGENCY TO  
THE FORMER CITY OF MADERA REDEVELOPMENT AGENCY  
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK MAIN ACCOUNT  
September 12, 2018**

CHECK	PAYDATE	ISSUED TO	DESCRIPTION	AMOUNT
1341	07/06/2018	GIERSCH & ASSOCIATES, INC.	Yosemite and Elm Lot Development	2,102.50
1342	07/06/2018	PACIFIC GAS & ELECTRIC	Electric & Gas Charges 6/18 for 428 E Yosemite Ave and 5 E Yosemite Ave	1,599.02
1343	07/30/2018	BOYLE ELECTRIC SHOP	Riverside Mailbox Installation	1,000.00
1344	07/30/2018	GARY GANCI	Installation of Utilities Riverwalk Joint Trench	1,500.00
1345	07/30/2018	CITY OF MADERA	June 2018 Payroll and other expenses paid by City	13,732.48
1346	07/30/2018	MADERA CLEANERS AND LAUNDRY I	Mat Cleaning	13.50
1347	07/30/2018	SANDY'S HOUSEKEEPING	Custodial Svs for Aug 2018	425.00
1348	07/30/2018	UBALDO GARCIA HERNANDEZ	Architectural Svs-Riverside Plot Plans 6-9, print standard plans, Adelaide precise plan	6,280.00
1349	08/17/2018	ANTHEM BLUE CROSS	City paid retiree Medical Bill/Jim Taubert - Sep 2018	143.67
1350	08/17/2018	ANTHEM BLUE CROSS	City paid retiree Rx Bill/Jim Taubert - Sep 2018	169.80
1351	08/17/2018	CITY OF MADERA	Utility Billing for 5 E Yosemite Ave - Aug 2018	109.14
1352	08/17/2018	GIERSCH & ASSOCIATES, INC.	Yosemite and Elm Lot Development	1,232.50
1353	08/17/2018	MADERA TRIBUNE	PHN 121 & 125 N. C St Ad #00011957 7/25-8/1/18	216.00
1354	08/17/2018	PACIFIC GAS & ELECTRIC	Electric & Gas Charges 7/18 for 428 E Yosemite Ave and 5 E Yosemite Ave	2,260.55
1355	08/17/2018	RICOH USA, INC	Copier maintenance fee for period 7/2018; Copier/Printer servicing	22.47
1356	08/17/2018	UBALDO GARCIA HERNANDEZ	Architectural Svs-Riverside Plot Plans 10-18, print standard plans	5,700.00
1357	08/17/2018	VILLA GARDENING SERVICE INC	Weed Abatement 7/23/2018	1,600.00

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

**\$ 38,106.63**

# CITY OF MADERA REDEVELOPMENT AGENCY REPORT TO SUCCESSOR AGENCY BOARD

SUCCESSOR AGENCY MEETING OF SEPTEMBER 12, 2018

SUCCESSOR AGENDA ITEM NUMBER 38

APPROVED BY

  
FINANCE DEPARTMENT

  
SUCCESSOR AGENCY EXECUTIVE DIRECTOR

**Subject:** Monthly Financial Reports

**Background:** Each month the Finance Department will be including in the agenda packet a set of reports that present the operating results for the Successor Agency during the prior month.

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

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

## CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

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



09/05/2018  
11:23:39

City of Madera, CA - LIVE 11.3  
FLEXIBLE PERIOD REPORT

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FROM 2019 01 TO 2019 02

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4020 Housing Fund							
<hr/>							
40200000 Low/Mod Housing Fund							
40200000 4671 Sale of Real and Personal Pr	-850,000	0	-850,000	-50,000.00	.00	-800,000.00	5.9%
40200000 5000 Salaries/Full-time	37,172	0	37,172	2,836.00	.00	34,336.00	7.6%
40200000 5005 Salaries/Part-time	3,694	0	3,694	.00	.00	3,694.00	.0%
40200000 5105 Salaries/Leave Payout	3,155	0	3,155	.00	.00	3,155.00	.0%
40200000 5300 Public Employee Retirement S	7,963	0	7,963	432.48	.00	7,530.52	5.4%
40200000 5302 Long Term Disability Insuran	86	0	86	10.74	.00	75.26	12.5%
40200000 5303 Life Insurance Premiums	14	0	14	2.00	.00	12.00	14.3%
40200000 5304 Workers Compensation Insuran	3,740	0	3,740	247.77	.00	3,492.23	6.6%
40200000 5305 Medicare Tax- Employer's Sha	643	0	643	42.65	.00	600.35	6.6%
40200000 5307 Deferred Comp/Part-Time	139	0	139	.00	.00	139.00	.0%
40200000 5308 Deferred Compensation/Full-t	183	0	183	119.12	.00	63.88	65.1%
40200000 5309 Unemployment Insurance	95	0	95	.00	.00	95.00	.0%
40200000 5310 Section 125 Benefit Allow.	6,389	0	6,389	737.33	.00	5,651.67	11.5%
40200000 6401 Gas and Electric Utilities	4,000	0	4,000	.00	.00	4,000.00	.0%
40200000 6402 Telephone/Fax Charges	350	0	350	17.49	.00	332.51	5.0%
40200000 6411 Advertising/Bids and Notices	3,500	0	3,500	.00	.00	3,500.00	.0%
40200000 6416 Office Supplies/Expendable	200	0	200	.00	.00	200.00	.0%
40200000 6418 Postage / Other Mailing Char	100	0	100	.00	.00	100.00	.0%
40200000 6440 Contracted Services	60,000	0	60,000	7,296.00	.00	52,704.00	12.2%
40200000 6487 Disposal Costs	80,000	0	80,000	716.00	.00	79,284.00	.9%
40200000 6530 Conference/Training/Ed	100	0	100	.00	.00	100.00	.0%
40200000 6532 Maintenance/Other Supplies	400	0	400	.00	.00	400.00	.0%
40200000 6562 Retiree Insurance Premiums	0	0	0	61.73	.00	-61.73	.0%
40200000 6802 Acquisitions	800,000	0	800,000	.00	.00	800,000.00	.0%
TOTAL Low/Mod Housing Fund	161,923	0	161,923	-37,480.69	.00	199,403.69	-23.1%
TOTAL Housing Fund	161,923	0	161,923	-37,480.69	.00	199,403.69	-23.1%
TOTAL REVENUES	-850,000	0	-850,000	-50,000.00	.00	-800,000.00	
TOTAL EXPENSES	1,011,923	0	1,011,923	12,519.31	.00	999,403.69	

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FLEXIBLE PERIOD REPORT

FROM 2019 01 TO 2019 02

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

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FLEXIBLE PERIOD REPORT

FROM 2019 01 TO 2019 02

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5750 Successor Agency Admin							
<hr/>							
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	132,167	0	132,167	10,083.56	.00	122,083.44	7.6%
57500000 5005 Salaries/Part-time	13,134	0	13,134	.00	.00	13,134.00	.0%
57500000 5105 Salaries/Leave Payout	11,219	0	11,219	.00	.00	11,219.00	.0%
57500000 5300 Public Employee Retirement S	28,314	0	28,314	1,537.66	.00	26,776.34	5.4%
57500000 5302 Long Term Disability Insuran	304	0	304	38.20	.00	265.80	12.6%
57500000 5303 Life Insurance Premiums	48	0	48	7.13	.00	40.87	14.9%
57500000 5304 Workers Compensation Insuran	13,298	0	13,298	880.94	.00	12,417.06	6.6%
57500000 5305 Medicare Tax- Employer's Sha	2,286	0	2,286	151.62	.00	2,134.38	6.6%
57500000 5307 Deferred Comp/Part-Time	492	0	492	.00	.00	492.00	.0%
57500000 5308 Deferred Compensation/Full-t	651	0	651	423.51	.00	227.49	65.1%
57500000 5309 Unemployment Insurance	335	0	335	.00	.00	335.00	.0%
57500000 5310 Section 125 Benefit Allow.	22,714	0	22,714	2,621.64	.00	20,092.36	11.5%
57500000 6401 Gas and Electric Utilities	4,000	0	4,000	2,260.55	.00	1,739.45	56.5%
57500000 6402 Telephone/Fax Charges	3,500	0	3,500	62.19	.00	3,437.81	1.8%
57500000 6414 Professional Dues	300	0	300	.00	.00	300.00	.0%
57500000 6415 Publications/Subscriptions	100	0	100	.00	.00	100.00	.0%
57500000 6416 Office Supplies/Expendable	1,500	0	1,500	.00	.00	1,500.00	.0%
57500000 6420 Mileage Reimbursements	1,200	0	1,200	.00	.00	1,200.00	.0%
57500000 6440 Contracted Services	10,000	0	10,000	999.15	.00	9,000.85	10.0%
57500000 6515 Taxes and Assessments	500	0	500	113.69	.00	386.31	22.7%
57500000 6530 Conference/Training/Ed	2,000	0	2,000	.00	.00	2,000.00	.0%
57500000 6532 Maintenance/Other Supplies	2,000	0	2,000	.00	.00	2,000.00	.0%
57500000 6562 Retiree Insurance Premiums	0	0	0	333.68	.00	-333.68	.0%
TOTAL Successor Agency Admin	62	0	62	-105,486.48	.00	105,548.48	%
TOTAL Successor Agency Admin	62	0	62	-105,486.48	.00	105,548.48	%
TOTAL REVENUES	-250,000	0	-250,000	-125,000.00	.00	-125,000.00	
TOTAL EXPENSES	250,062	0	250,062	19,513.52	.00	230,548.48	



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FLEXIBLE PERIOD REPORT

FROM 2019 01 TO 2019 02

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6050 Non Housing Bond Proceeds							
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60500000 Non Housing Bond Proceeds							
60500000 4201 Services for Other Agencies	-1,200	0	-1,200	-200.00	.00	-1,000.00	16.7%
60500000 5000 Salaries/Full-time	37,172	0	37,172	2,836.00	.00	34,336.00	7.6%
60500000 5005 Salaries/Part-time	3,694	0	3,694	.00	.00	3,694.00	.0%
60500000 5105 Salaries/Leave Payout	3,155	0	3,155	.00	.00	3,155.00	.0%
60500000 5300 Public Employee Retirement S	7,963	0	7,963	432.48	.00	7,530.52	5.4%
60500000 5302 Long Term Disability Insuran	86	0	86	10.74	.00	75.26	12.5%
60500000 5303 Life Insurance Premiums	14	0	14	2.00	.00	12.00	14.3%
60500000 5304 Workers Compensation Insuran	3,740	0	3,740	247.77	.00	3,492.23	6.6%
60500000 5305 Medicare Tax- Employer's Sha	643	0	643	42.65	.00	600.35	6.6%
60500000 5307 Deferred Comp/Part-Time	139	0	139	.00	.00	139.00	.0%
60500000 5308 Deferred Compensation/Full-t	183	0	183	119.12	.00	63.88	65.1%
60500000 5309 Unemployment Insurance	95	0	95	.00	.00	95.00	.0%
60500000 5310 Section 125 Benefit Allow.	6,389	0	6,389	737.33	.00	5,651.67	11.5%
60500000 6401 Gas and Electric Utilities	4,000	0	4,000	224.31	.00	3,775.69	5.6%
60500000 6402 Telephone/Fax Charges	2,000	0	2,000	17.49	.00	1,982.51	.9%
60500000 6416 Office Supplies/Expendable	6,000	0	6,000	.00	.00	6,000.00	.0%
60500000 6440 Contracted Services	52,000	0	52,000	2,283.92	.00	49,716.08	4.4%
60500000 6515 Taxes and Assessments	0	0	0	34.13	.00	-34.13	.0%
60500000 6532 Maintenance/Other Supplies	28,500	0	28,500	.00	.00	28,500.00	.0%
60500000 6562 Retiree Insurance Premiums	0	0	0	61.73	.00	-61.73	.0%
60500000 7050 Construction/Infrastructure	4,228,684	0	4,228,684	2,030.00	-2,030.00	4,228,684.00	.0%
60500000 8200 Transfer Out	0	0	0	3,744,330.47	.00	-3,744,330.47	.0%
TOTAL Non Housing Bond Proceeds	4,383,257	0	4,383,257	3,753,210.14	-2,030.00	632,076.86	85.6%
TOTAL Non Housing Bond Proceeds	4,383,257	0	4,383,257	3,753,210.14	-2,030.00	632,076.86	85.6%
TOTAL REVENUES	-1,200	0	-1,200	-200.00	.00	-1,000.00	
TOTAL EXPENSES	4,384,457	0	4,384,457	3,753,410.14	-2,030.00	633,076.86	

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City of Madera, CA - LIVE 11.3  
FLEXIBLE PERIOD REPORT

FROM 2019 01 TO 2019 02

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 7030 Facilities And Improvements	400,000	0	400,000	1,500.00	-10,000.00	408,500.00	2.1%
60600000 8200 Transfer Out	0	0	0	385,619.63	.00	-385,619.63	.0%
TOTAL LowMod Housing Bond Proceeds	400,000	0	400,000	387,119.63	-10,000.00	22,880.37	94.3%
TOTAL LowMod Housing Bond Proceeds	400,000	0	400,000	387,119.63	-10,000.00	22,880.37	94.3%
TOTAL EXPENSES	400,000	0	400,000	387,119.63	-10,000.00	22,880.37	

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FLEXIBLE PERIOD REPORT

FROM 2019 01 TO 2019 02

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

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FLEXIBLE PERIOD REPORT

FROM 2019 01 TO 2019 02

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

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FLEXIBLE PERIOD REPORT

FROM 2019 01 TO 2019 02

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	5,354,793	0	5,354,793	544,505.17	-12,030.00	4,822,317.83	9.9%

REPORT OPTIONS

Sequence	Field #	Total	Page Break	
Sequence 1	1	Y	Y	From Yr/Per: 2019/ 1
Sequence 2	9	Y	Y	To Yr/Per: 2019/ 2
Sequence 3	0	N	N	Budget Year: 2019
Sequence 4	0	N	N	Print totals only: N

Report title: FLEXIBLE PERIOD REPORT  
 Includes accounts exceeding 0% of budget.  
 Print Full or Short description: F  
 Print full GL account: N  
 Sort by full GL account: N  
 Print Revenues-Version headings: N  
 Print revenue as credit: Y  
 Print revenue budgets as zero: N

Format type: 1  
 Double space: N  
 Suppress zero bal accts: Y  
 Amounts/totals exceed 999 million dollars: N  
 Roll projects to object: N  
 Print journal detail: N  
 From Yr/Per: 2017/ 1  
 To Yr/Per: 2017/ 7  
 Include budget entries: Y  
 Incl encumb/liq entries: Y  
 Sort by JE # or PO #: J  
 Detail format option: 1  
 Multiyear view: D

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

**BOARD MEETING OF: September 12, 2018**

**AGENDA ITEM NUMBER: 3C**

**APPROVED BY:**



**Executive Director**

**Subject: Consideration of Resolution Amending the FY 2018/2019 Successor Agency Budget**

**Summary: The Successor Agency Board will consider resolution amending the FY 2018/2019 Budget.**

**SITUATION**

In July the Successor Agency refunded its Series 1998, 2003 2008A and 2008B bond issues. A result of which was the issuance of two new bond Series 2018A and 2018B. A new Fund 6070 was created in the Successor Agency general ledger to accommodate the 2018B issue. At this time some housekeeping in the budget is necessary to reflect changes resulting from the refunding. Debt service payment will decrease and also the budgeted expenditure of project funds will move from the old bond Funds 6050 & 6060 to the new Fund 6070. The requested amendments to the FY 2018/2019 are listed in Exhibit A attached.

**RECOMMENDATION**

Staff recommends the Successor Agency Board approve the resolution amending the FY 2018/2019 budget as listed in Exhibit A.

Attachments:

- Resolution (SA)
- Exhibit A

**RESOLUTION NO.**

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

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

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

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

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

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

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

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

\*\*\*\*\*



## EXHIBIT A

### SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

Budget Appropriations: Res: SA 18      9/12/18

Mid Year Budget Amendments FY 2018/2019

<u>Description</u>	<u>Debit</u>	<u>Credit</u>
<b>NON HOUSING BOND FUND 6050</b>		
<i>Revenue:</i>	Decrease	Increase
60500000 4201 Services for Other Agencies	1,000	
 <i>Expenditures:</i>	 Increase	 Decrease
60500000 5000 Salaries/Full-time		29,428
60500000 5005 Salaries/Part-time		2,924
60500000 5105 Salaries/Leave Payout		2,498
60500000 5300 Public Employee Retirement Sys		6,304
60500000 5302 Long Term Disability Insurance		68
60500000 5303 Life Insurance Premiums		11
60500000 5304 Workers Compensation Insurance		2,961
60500000 5305 Medicare Tax- Employer's Share		509
60500000 5307 Deferred Comp/Part-Time		110
60500000 5308 Deferred Compensation/Full-tim		145
60500000 5309 Unemployment Insurance		75
60500000 5310 Section 125 Benefit Allow.		5,058
60500000 6401 Gas and Electric Utilities		3,167
60500000 6402 Telephone/Fax Charges		2,000
60500000 6416 Office Supplies/Expendable		6,000
60500000 6440 Contracted Services		51,650
60500000 6515 Taxes and Assessments	35	-
60500000 6532 Maintenance/Other Supplies		28,500
60500000 7050 Construction/Infrastructure		4,000,000
60500000 8200 Transfer Out	3,744,330	-
	<hr/>	<hr/>
TOTAL Amendments Non Housing Bond Proceeds	\$ 3,745,365	\$ 4,141,408
	<hr/>	<hr/>
 <b>HOUSING BOND FUND 6060</b>		
<i>Expenditures:</i>	Increase	Decrease
60600000 7030 Facilities And Improvements		400,000
60600000 8200 Transfer Out	385,620	-
	<hr/>	<hr/>
TOTAL Amendment Housing Bond Fund	\$ 385,620	\$ 400,000
	<hr/>	<hr/>

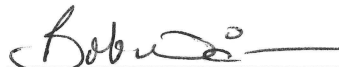
<u>Description</u>	<u>Debit</u>	<u>Credit</u>
<b>PRIOR BONDS PROJECT FUND 6070</b>		
<i>Revenue:</i>		
	Decrease	Increase
607000000 4355 Transfer In		4,595,933
607000000 4201 Services for Other Agencies		1,000
 <i>Expenditures:</i>		
	Increase	Decrease
607000000 5000 Salaries/Full-time	29,428	
607000000 5005 Salaries/Part-time	2,924	
607000000 5105 Salaries/Leave Payout	2,498	
607000000 5300 Public Employee Retirement Sys	6,304	
607000000 5302 Long Term Disability Insurance	68	
607000000 5303 Life Insurance Premiums	11	
607000000 5304 Workers Compensation Insurance	2,961	
607000000 5305 Medicare Tax- Employer's Share	509	
607000000 5307 Deferred Comp/Part-Time	110	
607000000 5308 Deferred Compensation/Full-tim	145	
607000000 5309 Unemployment Insurance	75	
607000000 5310 Section 125 Benefit Allow.	5,058	
607000000 6401 Gas and Electric Utilities	3,167	
607000000 6402 Telephone/Fax Charges	2,000	
607000000 6416 Office Supplies/Expendable	6,000	
607000000 6440 Contracted Services	51,065	
607000000 6515 Taxes and Assessments	200	
607000000 6532 Maintenance/Other Supplies	28,500	
607000000 6562 Retiree Insurance Premiums	350	
607000000 7050 Construction/Infrastructure	4,400,000	
	<hr/>	<hr/>
<b>TOTAL Amendments Prior Bonds Project Fund</b>	<b>\$ 4,541,373</b>	<b>\$ 4,596,933</b>
 <b>DEBT SERVICE FUND 8040</b>		
<i>Expenditures:</i>		
	Increase	Decrease
804000000 8000 Interest Expense		110,200
804000000 8200 Transfer Out	465,983	-
	<hr/>	<hr/>
<b>TOTAL Amendments Debt Svc Fund</b>	<b>\$ 465,983</b>	<b>\$ 110,200</b>

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

**BOARD MEETING OF: September 12, 2018**

**AGENDA ITEM NUMBER: 3D**

**APPROVED BY:**



**Executive Director**

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

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

**I. HISTORY / BACKGROUND**

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

**II. RECOMMENDATION**

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

BW

Attachment:  
-Resolution

**RESOLUTION NO. SHA -**

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

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

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

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

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

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

\* \* \* \* \*

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

**BOARD MEETING OF: September 12, 2018**  
**AGENDA ITEM NUMBER: 3E**

**APPROVED BY:**



**Executive Director**

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

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

**SITUATION**

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

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

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

**RECOMMENDATION**

This is an informational report. No action is needed.

Attachment(s):  
-Exhibit A

## EXHIBIT A

### SAMPLE AGENDA ITEM PREPARED IN DETAILED MINUTES FORMAT

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

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

No questions or comments were offered.

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

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

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

### SAMPLE AGENDA ITEM PREPARED IN SUMMARY MINUTES FORMAT

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

This report was presented by Executive Director Bob Wilson.

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

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

REPORT TO SUCCESSOR AGENCY BOARD  
TO THE FORMER MADERA REDEVELOPMENT AGENCY

SUCCESSOR AGENCY MEETING OF SEPTEMBER 12, 2018  
AGENDA ITEM NUMBER 3F

APPROVED BY:

  
Finance Department

  
Successor Agency Manager

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

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

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

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

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

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

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

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



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

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

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

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

**BOARD MEETING OF:** September 12, 2018

**AGENDA ITEM NUMBER:** 4A

**APPROVED BY:**



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**Executive Director**

**Subject:** Discussion and Direction Concerning future use of 428 East Yosemite Avenue office of Successor Agency to the former Madera Redevelopment Agency

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

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

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

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

**BOARD MEETING OF: September 12, 2018  
AGENDA ITEM NUMBER: 5A**

**APPROVED BY:**



**Executive Director**

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

**Summary: The Successor Agency will consider a resolution approving a sales agreement for property located at 121 & 125 North "C" Street (APN 007-112-014 & 015). The buyer is MORES and the sales price is \$112,500.00.**

**HISTORY/BACKGROUND**

In FY 2007-08 the Redevelopment Agency purchased with non-housing bond proceeds the vacant parcels known as 121 & 125 North C Street. The properties are included in the Successor Agency's Long Range Property Management Plan (LRPMP), Exhibit C as approved by DOF. The LRPMP specifies that the property would be sold at fair market value. Funds derived from the sale of properties purchased with bond funds must be deposited back into the bond fund to be utilized in accordance with the bond covenants. An appraisal has been prepared by Peter S. Cooper, MAI and determined the fair market value to be \$112,500.00.

**SITUATION**

A low income affordable family housing project has been discussed and a wide range of local Agencies have come together to form a partnership with the project being spear headed by MORES and the Housing Authority. In order to move forward with the low income housing project MORES has requested to purchase the property from the Successor Agency at the asking price of \$112,500.00.

**RECOMMENDATION**

Staff recommends the Successor Agency adopt the resolution approving the sale of property at 121 & 125 North "C" Street to Madera Opportunities for Resident Enrichment and Services, Inc. The sales price is \$112,500.00.

Attachments:

- Resolution (SA)
- Agreement for Purchase and Sale of Real Property

RESOLUTION NO.

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

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

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

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

WHEREAS, the purchase price of \$112,500.00 to be paid for the Property under the terms of the Agreement is determined to be consistent with the fair market value of the Property; and

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

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

1. The above recitals are true and correct.
2. The Agreement between the Agency and Madera Opportunities for Resident Enrichment and Services, Inc., is approved in the amount of \$112,500.00, and a copy of said agreement can be found in the office of the Executive Director of the Agency for more particulars.

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

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

5. This resolution is effective immediately upon adoption.

\* \* \* \* \*

PASSED AND ADOPTED by the Successor Agency to the Former Madera Redevelopment Agency this 12<sup>th</sup> day of September, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST:

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

Approved as to Legal Form:

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

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

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

1. The purchase price for the Subject Property shall be the sum of One Hundred Twelve Thousand Five Hundred and no/one hundredths dollars (\$112,500.00) as just compensation therefor.
2. Agency represents and warrants that it has the authority to make the agreement herein made, and that it holds fee title to the Subject Property.
3. The sale shall be completed through an escrow to be opened by Chicago Title Company, 601 W. Yosemite Avenue, Madera, CA 93637 (the "Title Company"). Said escrow shall be opened upon the following terms and conditions, and Agency and Buyer by their signature to this Agreement make this section their escrow instructions:
  - a. It is the intent of the parties to this Agreement that the Agency will place into escrow a grant deed to the Subject Property in favor of the Buyer. The Buyer will place into escrow, funds in the amount of the Purchase Price and any costs to be paid by the Buyer.
  - b. The escrow fee, cost of policy of title insurance, recording fees (if any), and all other closing costs shall be paid by Agency. Agency will pay any cost to clear the title to the Subject Property prior to the recording of the grant deed conveying the property to the Buyer.
  - c. Buyer shall deposit the sums specified in Paragraph 1 of this Agreement together with an amount equal to its share of the closing costs in escrow upon receipt of a demand and statement from Title Company therefor.
  - d. Agency shall deposit a duly executed grant deed sufficient to convey to Buyer marketable fee simple title to the Subject Property free and clear of all recorded and unrecorded deeds of trusts, liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:
    - (1). Quasi-public utility, public alley, public street easements, and rights of way of record.
  - e. It is understood that Agency shall be responsible for the payment of all current, delinquent and unpaid taxes, penalties, redemptions, and costs allocable to the Subject Property for all periods prior to close of escrow. Any taxes which have been paid by Agency, prior to opening of this escrow, shall not be prorated between Buyer and Agency. There will be no reimbursement of any taxes to Agency.
  - f. Disbursements to be in the amounts, at the times, and in all respects in accordance with the terms and conditions and subject to the limitations of this Agreement.
  - g. Agency shall provide a duly executed grant deed and Buyer shall submit to Title Company the amounts required to be paid by Buyer, and Title Company shall record the grant deed in favor of the Buyer within 30 days from the date of both parties' compliance with the terms of this Agreement. Should a party not be able to comply with the terms of this Agreement and escrow instructions and the property is not conveyed within said period of time, a fifteen day extension for compliance with the terms of escrow may be granted by the other party hereto. Such extension in order to be effective must be in writing and filed with the Title Company before the expiration of the time of performance and terms of escrow required herein.

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

APPROVED AS TO FORM:

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

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

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

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

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

APPROVED AS TO FORM:

City of Madera Successor Agency to Former  
Madera Redevelopment Agency

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

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

ATTEST:

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

**EXHIBIT "A"**  
Legal Description

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

---

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

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

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

---


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

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

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

**BOARD MEETING OF:** September 12, 2018  
**AGENDA ITEM NUMBER:** 5B

**APPROVED BY:**

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

**Subject:** Consideration of a Resolution Offering Six Street Easement Dedications for Six Successor Agency Owned Parcels to the California Department of Transportation

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

**SITUATION**

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

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

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

**RECOMMENDATION**

Staff recommends the Successor Agency adopt the resolution offering six street easement dedications for six parcels to the California Department of Transportation.

Attachments:  
-Resolution (SA)  
-Exhibit "A" Legal Description

**RESOLUTION NO.**

RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, OFFERING SIX STREET EASEMENT DEDICATIONS FOR SIX SUCCESSOR AGENCY OWNED PARCELS TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

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

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

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

**WHEREAS**, the property dedication is more specifically described in Exhibit "A" attached.

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

1. The above recitals are true and correct.
2. The Easement Dedication to the California Department of Transportation for property described in Exhibit "A" attached is approved.
3. The Mayor of the City of Madera is authorized to execute the Street Easement Deed on behalf of the Agency.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

EXHIBIT A

Street Easement

Yosemite Avenue at Elm Street

**Legal Description**

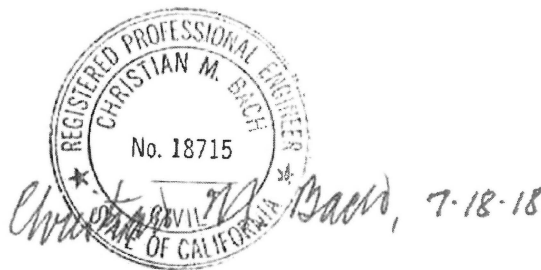
APN 008-143-019

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

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

Containing 500 square feet.

APN 008-143-019



**Street Easement**

**Yosemite Avenue at Elm Street**

**Legal Description**

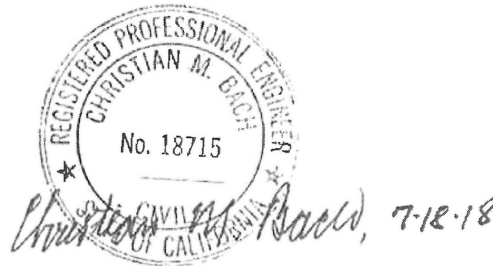
**APN 008-143-020**

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

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

Containing 500 square feet.

APN 008-143-020



**Street Easement**

**Yosemite Avenue at Elm Street**

**Legal Description**


**APN 008-143-021**

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

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

Containing 500 square feet.

APN 008-143-021

  
*Christian M. Bach*, 7-18-18

**Street Easement**

**Yosemite Avenue at Elm Street**

**Legal Description**

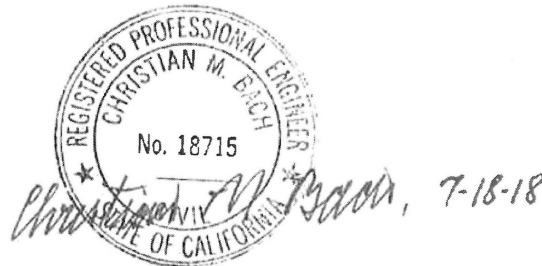
**APN 008-143-003**

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

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

Containing 500 square feet.

APN 008-143-003





**Street Easement**

**Yosemite Avenue at Elm Street**

**Legal Description**

**APN 007-142-001**

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

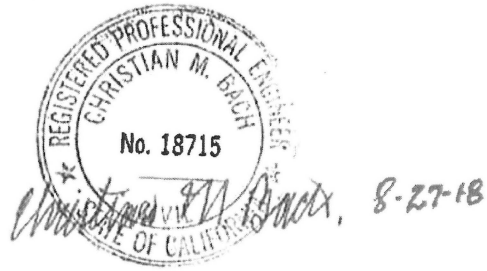
The southeasterly ten feet (10') of the following described parcel:

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

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

Containing 400.00 square feet.

APN 007-142-001



**Street Easement**

**Yosemite Avenue at Elm Street**

## Legal Description

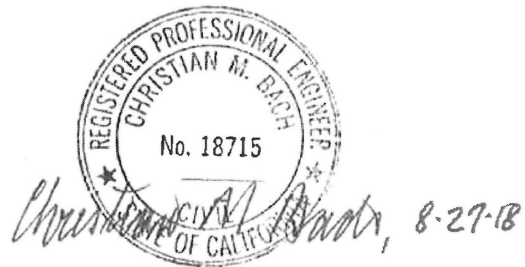
**APN 008-143-018**

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

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

Containing 600.00 square feet.

APN 008-143-018



# REPORT TO THE SUCCESSOR HOUSING AGENCY BOARD

BOARD MEETING OF: September 12, 2018  
AGENDA ITEM NUMBER: 6A

APPROVED BY:



Executive Director

**Subject:** Consideration of Resolutions Approving a Grant Agreement with Madera Opportunities for Resident Enrichment and Services, Inc. (MORES) for a -20 Unit Affordable Family Housing Project and Amending the 2018/2019 Successor Housing Agency Budget

**Summary:** The Successor Housing Agency Board will consider resolutions approving a grant agreement with MORES and an appropriation resolution amending the 2018/2019 Successor Housing Agency Fund 40200 Budget. The grant will be funded with program income in the Low Mod Hosing Fund and the amount is not to exceed \$125,000.

## HISTORY/BACKGROUND

The Successor Housing Agency is working with MORES to create a 20 unit affordable family housing project within the Agency project area. MORES is in the process of acquiring 121 & 125 N. "C" Street as illustrated below.



The Developers intend to construct a 20-unit Affordable Family housing project on approximately 22,500/SF. Project amenities include:

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

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

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

In conjunction with the family housing the developers intend to construct a 28-unit affordable veteran housing caddie corner from the family housing site.

### **SITUATION**

Financing for the project is through a combination of local and state funding sources. More's, Inc. will be applying for approximately \$10.0 million in Cap and Trade. They are requesting a not to exceed \$125,000.00 grant from the Successor Housing Agency. A complete pro-forma for the project is included in Attachment B.

The Successor Housing Agency grant is a "not to exceed" amount of \$125,000.00. A budget amendment is needed to appropriate low mod housing funds towards the project per Exhibit "AA". The Developers will use the funds to acquire the site 121 & 125 N. "C" Street for development. The fair market value of \$112,500 has been determined by an appraisal prepared by Peter S. Cooper, MAI. The grant amount will be reduced to cover final total cost at closing.

### **RECOMMENDATION**

Staff recommends the Successor Housing Agency Board adopt the resolution approving the grant agreement with MORES and the appropriation resolution amending the 2018/2019 Successor Housing Agency Budget.

BW

Attachments:

- Resolutions with Exhibit AA
- Agreement with Exhibit A & Exhibit B

RESOLUTION NO.

RESOLUTION OF THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, APPROVING GRANT AGREEMENT WITH MADERA OPPORTUNITIES FOR RESIDENT ENRICHMENT AND SERVICES, INC., (MORES) A CALIFORNIA NONPROFIT BENEFIT CORPORATION FOR THE PROVISION OF FUNDS FOR THE CONSTRUCTION OF AFFORDABLE FAMILY HOUSING PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT ON BEHALF OF THE AGENCY

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

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

WHEREAS, Grantee proposes to use such funds for the development of not less than 20 units of housing affordable in the City of Madera for rental to moderate and very low income households and that such multifamily units will remain so affordable for at least fifty five (55) years; and

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

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

WHEREAS, a Grant Agreement, which is on file in the office of the Executive Director of the Agency, and which provides for a grant of not to exceed \$125,000.00 to Grantee, has been prepared to outline the respective obligations of the Agency and the Grantee.

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

1. The recitals listed above are true and correct.
2. The Grant Agreement, as described above is approved.
3. The Mayor of the City of Madera for the Successor Housing Agency to the Former Madera Redevelopment Agency is authorized to execute the Grant Agreement and any other documents necessary to effectuate the Agreement, on behalf of the Agency.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**RESOLUTION NO. SHA-**

**A RESOLUTION OF THE SUCCESSOR HOUSING AGENCY  
TO THE FORMER MADERA REDEVELOPMENT AGENCY,  
MADERA, CALIFORNIA AMENDING THE 2018-2019 FISCAL  
YEAR BUDGET OF THE LOW MOD TAX INCREMENT  
FUND 40200**

---

**WHEREAS**, the Successor Housing Agency Board has approved a multi-family grant agreement; and

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

**WHEREAS**, staff recommends amending the line item accounts and amounts for fiscal year 2018-19 per "Exhibit AA" to this resolution, which is incorporated by reference herein.

**NOW, THEREFORE, THE SUCCESSOR HOUSING AGENCY BOARD HEREBY  
FINDS, ORDERS AND RESOLVES AS FOLLOWS:**

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

\*\*\*\*\*



**EXHIBIT AA**  
**Successor Housing Agency**  
**Appropriation Adjustment**

<b>FUND</b>	<b>ACCOUNT</b>	<b>DESCRIPTION</b>	<b>INCREASE</b>	<b><u>FY 2018-19</u></b>
<b>NUMBER</b>			<b>DECREASE</b>	
<b><u>Low Mod Tax Increment - Fund 4020</u></b>				
<b><u>Expenditure Account</u></b>				
	New Account	Housing Grant	\$125,000.00	
<b><u>Fund Balance Account</u></b>				
	40200000-3210	Fund Balance - Unappropriated	<u>0</u>	<u>\$125,000.00</u>
<b>Low Mod Tax Increment Fund Totals</b>			<b><u>\$ 125,000.00</u></b>	<b><u>\$ 125,000.00</u></b>

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

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**GRANTEE AGREEMENT  
FOR AFFORDABLE HOUSEHOLDS HOUSING PROJECT**

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

**RECITALS**

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

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

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

D. Grantee's intent is to develop an Affordable Family Housing Project which is affordable to low and moderate income Households. Grantee in order to go forward will require assistance in the form of a grant from the Agency.

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

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

G. California Government Code Section 37364 and California Health and Safety Code Section 33334.2 recognize the importance of increasing and improving housing affordable to households of lower and moderate income and authorizes the use of funds to assist in the providing of housing which is affordable to households of lower and moderate income. In exchange for such grant the Agency must provide a means of guaranteeing that such units will be completed and made available and

continue to be made available for affordable housing.

H. The proposal of Grantee which is being considered for assistance includes the development of 20 units of affordable family housing within the City of Madera; all of which will be affordable to households of lower income and will remain affordable to such households for a period of at least fifty- five (55) years.

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

## **AGREEMENT**

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

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

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

Section 102. Project. "Project" means the Site and the development of the Site into a 20-unit affordable family housing project on approximately 22,500/SF. Project amenities include:

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

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

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

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

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

The project will feature a three-story design. The preliminary conceptual site plan,

building elevation and typical floor plans are included in Exhibit A. The project will provide:

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

The "Project " also includes the maintenance, management, screening eligibility of applicants to determine their qualification as low and very low income households, the keeping of records to demonstrate compliance with this agreement and annual reporting to the Agency of rentals, vacancy, income of tenants and affordability of such units once constructed and the rental of such units to households of low and very low income.

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

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

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

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

Section 105. (Reserved).

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

## **ARTICLE II** **PURPOSE OF AGREEMENT**

Section 201. Purpose of Agreement. The purpose of this Agreement is to carry out, in part, Agency policies regarding development of housing affordable to lower and

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

### **ARTICLE III TERMS OF GRANT**

Section 301. Grant Amount. The Agency shall grant to Grantee a sum of money based upon buyer's settlement statement the costs associated with site acquisition or in an amount not to exceed One Hundred Twenty-Five Thousand Dollars \$125,000.00, whichever is less, to assist the development of the Project ("Grant Funds"). These funds will only be provided to Grantee when Grantee can provide to Agency, evidence of buyer's/developer's successful application to the Affordable Housing Sustainable Communities "AHSC" grant in the form of a grant award.

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

Section 303. Enforceability. The agreements contained herein including all obligations under the Grant Agreement are covenants and legally binding on the Grantee, its heirs, assignees and successors in interests.

Section 304. Indemnification. The Grantee shall indemnify, hold harmless and defend the Agency and its officers, employees, volunteers and agents from any and all loss, liability, costs and damage (whether in contract, tort or strict liability, including without limitation personal injury, death at any time or property damage), and from any claims or actions in law or equity (including attorneys' fees and legal expenses), arising out of or in any way connected with ( 1) any act, error or omission of the Grantee or any of its officers, employees, contractors, agents or representatives on the Site, or ( 2) design, construction, operation or maintenance of the Project or any portion thereof . However, the preceding sentence shall not apply to, and the Grantee shall not be responsible for, any loss, liability, costs or damages caused solely by the negligence or willful misconduct of the Agency, or any of its officers, employees, volunteers or agents acting within the scope of their authority.

Section 305. Nondiscrimination During Project. At all times during the construction, maintenance and operation of the Project the Grantee and its successors, assigns, employees, contractors, and agents shall comply with the following:

A. The Grantee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, national origin or ancestry. The Grantee shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination requirement.

B. The Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration of employment without regard to race, color, creed, religion, sex, marital status, national origin or ancestry.

C. The Grantee shall include the provisions of paragraphs A through C of this Section in every contract or purchase order, and shall require the inclusion of these provisions in every subcontract entered into by any of its contractors so that such provisions will be binding on each such contractor, subcontractor or vendor, as the case may be. The Grantee shall take such action with respect to any construction contract, subcontract or purchase order as the Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. However, in the event the Grantee becomes involved in or is threatened with litigation with a contractor, subcontractor or vendor as a result of such direction, the Grantee may request the Agency to enter into such litigation to protect the interest of the Agency. For the purpose of including such provisions in any construction contract, subcontract or purchase order as required hereby, the first two lines of this Section shall be changed to read 11 At all times during the performance of this Contract, the Contractor, 11 and the term "Grantee 11 shall be changed to "Contractor " in paragraphs A through C.

Section 306. Restrictions on Assignment. The Grantee shall not, except as expressly permitted by this Agreement, assign or attempt to assign this Agreement or any right herein without prior written approval of the Agency.

In the event that, contrary to the provisions of this Agreement, the Grantee does assign this Agreement or any of the rights herein without the Agency 's approval, the Agency shall be entitled to terminate this Agreement; or, alternatively to seek a nullification of such assignment.

#### ARTICLE IV



## USE OF THE SITE

Section 401. Nondiscrimination. In connection with this Grant or the use of the site or operation of the Project, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site or the Project, and the Grantee itself (or any person claiming under or through the Grantee) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Site, the Project or any portion of either.

Section 402. Form of Nondiscrimination and Nonsegregation. The Grantee shall refrain from restricting the rental, sale or lease of the Site, the Project, any rental units or any portion of either, on the basis of race, color, creed, religion, sex, marital status, national origin or ancestry of any person. All deeds, leases, rental agreements or contracts with respect to sale, lease, rental sublease, transfer, use, occupancy, tenure or enjoyment of the Site, the Project or any portion of either shall contain or be subject to substantially the following nondiscrimination and nonsegregation clauses:

a. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased."

c. In contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

## **ARTICLE V AFFORDABILITY, ASSURANCES AND REQUIREMENTS**

Section 501. Grant to be Used in connection with Assisting Project. One hundred per cent of the Grant funds provided to Grantee pursuant to this agreement shall be used solely for the acquisition of the Project Site and none shall be kept or used for any other purpose including administrative costs.

## **ARTICLE VI DEFAULT, REMEDIES AND TERMINATION**

Section 601. Defaults General. The failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The party who so fails or delays shall immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy within a period reasonable under the then-existing circumstances. During any period of cure, correction or remedy, such party shall not be in default.

The injured party shall give written notice of default to the party in default, specifying the default alleged by the injured party. Except as required to protect against further damages, and below, the injured party may not institute proceedings against the party in default until thirty (30) calendar days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of such right or remedies or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Section 602. Legal Actions. In addition to any other rights or remedies, either Party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the Purposes of this Agreement. Such legal action may be instituted in the Superior Court of Madera County, in an appropriate municipal or justice court in Madera County, or in the Fresno Division of the Federal District Court for the Eastern District of California.

This Agreement shall be interpreted and enforced, and the rights and duties of the

Parties under this Agreement (both procedural and substantive) shall be determined, according to California law.

If the Grantee commences legal action against the Agency, service of process shall be made on the Agency by personal service of the Executive Director of the Agency or in such other manner as may be provided by law.

If the Agency commences legal action against the Grantee, service of process shall be made on the Grantee by personal service on Chief Executive Officer or in such other manner as may be provided by law, whether service is made in or out of California.

Section 603. Rights and Remedies are Cumulative. Except as may be expressly stated otherwise in this Agreement, the rights and remedies of the parties are cumulative; the exercise by either party of one or more of its rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default.

Section 604. Damages. If either party defaults with regard to any provisions of this Agreement, the nondefaulting party shall serve written notice of such default upon the defaulting party. If the default is not commenced to be cured within thirty (30) calendar days after service of the notice of default and is not cured promptly in a continuous and diligent manner within a period reasonable under the then-existing circumstances, the defaulting party shall be liable to the nondefaulting party for any damages caused by such default. The nondefaulting party may thereafter (but not before) commence an action for damages against the defaulting party with respect to such default.

Section 605. Specific Performance. If either party defaults with regard to any provisions of this Agreement, the nondefaulting party shall serve written notice of such default upon the defaulting party. If the default is not commenced to be cured within thirty (30) calendar days after service of the notice of default and is not cured promptly in a continuous and diligent manner within a period reasonable under the then-existing circumstances, the nondefaulting party, at its option, may thereafter (but not before) commence an action for specific performance of this Agreement.

## **ARTICLE VII** **GENERAL PROVISIONS**

Section 701. Notices and Communications. Notices and communications pursuant to this Agreement shall be given by personal delivery or certified mail, return receipt requested, to the Agency, or the Grantee at their respective principal offices listed in Section 103 and 104 above or at such other address as such party may designate in writing. Such notices and communications shall be effective upon receipt.

Section 702. Conflict of Interest. No member, officer or employee of the Agency shall have any direct or indirect interest in this Agreement, nor participate in any decision

relating to this Agreement, where such interest or decision is prohibited by law.

Section 703. No Payment to Third Parties. The Grantee represents and warrants that it has not paid or given, and will not pay or give, to any third party any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, consultants, engineers and attorneys.

Section 704. Nonliability of Agency Members, Officers and Employees.

Notwithstanding any other provision of this Agreement, no member, officer or employee of the Agency shall be personally liable to the Grantee, or any assignee, transferee or successor in interest of the Grantee, for any default or breach by the Agency or for any amount which may become due to the Grantee or such assignee, transferee or successor, or for any obligation under the terms of this Agreement.

Section 705. Inspection of Books, Records and Documents. The Agency has the right at all reasonable times to inspect the books, records and other documents of the Grantee pertaining to its use of the Grant Funds pertinent to the purposes of this Agreement.

Section 706. Entire Agreement; Waiver; Amendment.

A. This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement includes twelve (12) pages and two (2) Exhibits (Exhibits A and B), which together constitute the entire understanding and agreement of the Parties.

B. This Agreement integrates all of the terms, conditions, agreements and understandings between the Agency and the Grantee concerning the Site, the Project and the Grant and other matters described in the Agreement. This Agreement supersedes all negotiations and previous agreements between the parties with respect to all or any part of the above matters. However, none of the terms, covenants, agreements or conditions in this Agreement shall be deemed to be merged with the Regulatory Agreement.

C. All waivers of the provisions of this Agreement must be in writing and signed by the duly authorized representative of the Party making the waiver. All amendments to this Agreement must be in writing and signed by duly authorized representatives of the Agency and the Grantee.

[signatures on next page]

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

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

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

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

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

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

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

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Brent Richardson, City Attorney

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

Attest:

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

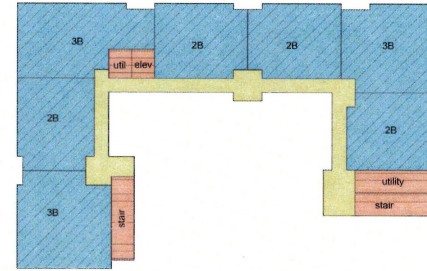
# EXHIBIT A



C Street Exterior Elevation  
(not to scale)



5th Street Exterior Elevation  
(not to scale)

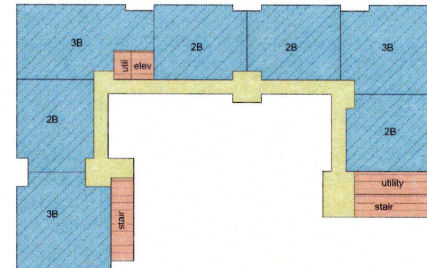


## Overall Building Data

24,600 gross sf  
(12) 2-bedroom units  
(8) 3-bedroom units

## Third Floor

8,150 sf  
(4) 2-bedroom units: 820 sf each (average)  
(3) 3-bedroom units: 1,030 sf each (average)



## Second Floor

8,150 sf  
(4) 2-bedroom units: 820 sf each (average)  
(3) 3-bedroom units: 1,030 sf each (average)

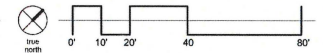


## First Floor

8,300 sf  
(4) 2-bedroom units: 820 sf each  
(2) 3-bedroom units: 1,030 sf each  
(1) community room: 840 sf each  
(1) lobby: 390 sf each  
(1) bicycle storage: 10 stalls  
(1) outdoor space: 2,050 sf each  
(1) playground area: 1,110 sf each

## Site

22,500 sf gross site area  
(22) standard parking stalls  
(1) van accessible stall  
note: electrical charging station to serve  
(1) standard and (1) accessible stall



## Proposed Multi-Family Site Plan and Floor Plans

<b>Downtown Madera Veteran &amp; Family Affordable Housing</b> <b>Preliminary Estimated Total Development Cost</b> <b>For Both Veteran &amp; Family Affordable Housing: DRAFT</b>	
Total Projected Units	48
<b>Sources</b>	
AHSC	\$6,634,456
AHSC Sustainable Transportation Improvements	\$2,000,000
Housing Related Infrastructure (AHSC Grant)	\$1,000,000
4% LIHTC	\$3,455,118
SJVAPCD (grant)	\$1,800,000
Loans	\$3,868,785
Local Grant Funding	\$500,000
Predevelopment Loans	\$100,000
<b>Total</b>	<b>\$19,358,359</b>
<b>Uses</b>	
Land	\$0
<b>Hard Costs (Direct Construction)</b>	
GC Estimate	\$11,800,000
Transportation improvements	\$2,000,000
Offsite Improvements	\$1,000,000
Dry Utilities	\$150,000
FF&E	\$250,000
HC Contingency	\$760,000
<b>Total HC</b>	<b>\$15,960,000</b>
<b>Soft Costs</b>	
Predevelopment soft costs to application	
Legal	\$2,500
Title Reports Insurance and Escrow fee	\$1,000
Appraisal	\$5,000
Land use approvals	\$2,500
ESA Phase I	\$10,000
Neighborhood Meetings for Community Outreach	\$500
Market Study	\$7,000
Civil Engineering	\$2,000
Architecture	\$6,000
Financial Advisor	\$8,000
Contingency	\$5,000
<b>\$</b>	<b>49,500</b>
Soft Costs from application to certificate of occupancy	
Reimburse City of Madera for Application for Land Use	\$15,000
Development and Impact fees	\$300,000
Financial advisor	\$45,000
Utilities Consultant	\$15,000
ALTA Survey	\$20,000
Insurance	\$50,000
Soils Report	\$11,000
Architecture	\$958,500
Landscape Architecture	\$50,000
Engineering	\$75,000
Utilities Design Fees	\$50,000
Testing and Inspections	\$100,000
Funder requirements (Construction Review etc.)	\$40,000
Taxes and fees	\$20,000
Title fees	\$10,000
Loan/Developer/Consultants/ Project Manager fees	\$1,125,000
Accountants	\$50,000
Legal	\$150,000
Contingency (10%)	\$264,359
<b>\$</b>	<b>3,348,859</b>
<b>Total Development Costs</b>	<b>\$ 19,358,359</b>

**EXHIBIT "B"**  
Legal Description

**FOR APN/PARCEL ID(S): 007-112-014-000**

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

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

**FOR APN/PARCEL ID(S): 007-112-015-000**

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

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