

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

February 10, 2016  
6:00 p.m.

City Hall  
Council Chambers

**1. CALL TO ORDER**

Mayor Pro Tem/Housing Authority Vice-Chairperson Charles F. Rigby opened the Special Meeting of the City Council, Regular Session portion of the Regular Meeting of the Housing Authority of the City of Madera and the Joint Special Meeting of the Madera City Council, Regular Meeting of the Madera City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Madera City Council as the Successor Housing Agency at 6:00 p.m. and called for the roll call.

**ROLL CALL**

Present: Mayor Pro-Tem /Vice- Chairperson Charles F. Rigby  
Council Member/Commissioner Andrew J. Medellin  
Council Member /Commissioner William Oliver  
Council Member/ Chairperson Derek O. Robinson Sr.  
Council Member/ Commissioner Donald E. Holley

Absent: Mayor/Commissioner Robert L. Poythress

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

City of Madera staff members present: Neighborhood Outreach Coordinator Saleh Alhomedi and Neighborhood Outreach Assistant Christina Herrera

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Mayor Pro Tem Rigby

**PUBLIC COMMENT – REGULAR SESSION**

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

*No comments were offered and Mayor Pro Tem Rigby closed the Public Comment portion of the meeting.*

*Mayor Pro Tem Rigby reconvened the Joint Special Meeting of the Madera City Council, Regular Meeting of the Madera City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Madera City Council as the Successor Housing Agency at 6:02 p.m.*

**PRESENTATIONS:**

There are no items for this section.

**INTRODUCTIONS:**

There are no items for this section.

**2. WORKSHOP:**

There are no items for this section.

**Announcement by Secretary:**

*Per Government Code Section 54957.5, members of the public are advised, that less than 72 Hours prior to this evening's meeting, Items 3A and 3E were provided to the City Council and staff. If you wish to obtain a copy of this item, it is located on the podium.*

**Mayor Pro Tem Rigby called for the items as listed on the Consent Calendar.**

**3. CONSENT CALENDAR**

**3A. Minutes of the Joint Meeting of the Special Meeting of the Madera City Council, Regular Meeting of the City Council as the Successor Agency to the former Madera Redevelopment Agency and Special Meeting of the Successor Housing Agency – January 13, 2016 (City/Successor Agency/Successor Housing Agency)**

**3B. Listing of Warrants Issued from January 1, 2016 to January 31, 2016 (Successor Agency)**

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

**3D. Monthly Financial Reports – Code Enforcement (City)**

**3E. Code Enforcement Activity Report (City)**

**3F. Code Enforcement Funds Collection Report for Period Ending January 31, 2016 (City)**

**3G. Update on Neighborhood Outreach Activities (City)**

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

*On motion by Council Member Holley seconded by Council Member Robinson the Consent Calendar was approved unanimously as presented by the following 5/0 vote: Ayes: Council Members Rigby, Robinson, Oliver, Medellin and Holley; Noes: None; Abstain: None; Absent: Mayor Poythress; resulting in the unanimous approval of the Minutes of the Joint Meeting of the Special Meeting of the Madera City Council, Regular Meeting of the City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Successor Housing Agency for January 13, 2016.*

**4. PROJECTS AND REPORTS**

**4A. Neighborhood Outreach Annual Report (City)**

Neighborhood Outreach Coordinator Alhomedi reported that the Neighborhood Outreach Annual Report outlines the programs and projects that we have undertaken for the year 2015. The reason we put this report together is because we wanted to conduct an assessment of where we have gone to thus far from the year prior. When I came on board, there was a heavy emphasis on the Neighborhood Watch Program and National Night Out. So we developed priorities and strategies on how we can conduct those programs far more effectively and efficiently. Thus far I have had the pleasure of working with Christina Herrera, Yuliana Franco and our director Jim Taubert. They have provided all of us guidance and direction to ways we can improve the way we do things, especially with respect to the Neighborhood Watch Program and how we can expand it. What you will see is that we identified the objectives we are trying to achieve from the program and each are tied to different neighborhoods in our city. We took the concerns we received from the residents and combined them with the standards that we have and established priorities that we are going to focus on to address these concerns so we are able to build a relationship based on mutual confidence and trust. We want to make sure that the concerns that the residents bring up are addressed. We now have a description, the objectives and outcomes for the Neighborhood Watch Program. So at the end of each month or year, we can assess this information and determine if we achieved most if not all of our objectives. We also have a list of our short term projects that we are heavily involved in directly such as Adopt-A-School, Love Madera, among many others. Those programs promote community outreach and connect the community with our government/city officials and law enforcement. Thus far we have been very successful acquiring the approval and satisfaction of our residents. We have been getting positive feedback. This report sets a fundamental base for us to go back to whenever need to ask if we are achieving those objectives/goals. We are seeing an expansion in the number of Neighborhood Watch groups that are organizing for National Night Out from 18 neighborhoods in 2014 to 33 in this past year.

We do hope to expand this number. Since we have taken our Neighborhood Watch Program and National Night Out to social media, we have been getting calls from people who are interested in joining and participating. I think this goes back to the efforts of Christina Herrera and Yuliana Franco before my joining the city. Also since we came together, we are able to pull all of our resources and work efficiently. We have a lot of great projects for the city and in many ways they overlap, but the objectives are different and similar in many ways.

Mayor Pro Tem Rigby called for questions or comments.

Council Member Oliver commented that he really liked that we are tying measurables to all of our Neighborhood Watch and neighborhood team activities. He also suggested that moving forward, he would like to see our Neighborhood Watch retention efforts and looking beyond meeting three (3) included, and see if people are still organizing and what we can do to better assist with that and help keep that momentum going.

Mayor Pro Tem Rigby responded that he thinks that this report is thorough and he values the time and effort that you and your organization has put in to seeing each individual caveat of what makes the department as a whole. It is nice to see the individual goals underlined, each effort being made. Well done.

No formal action taken. Information only.

## **5. AGREEMENTS**

### **5A. Consideration of a Resolution Approving an Agreement Between Blair, Church & Flynn, and The Successor Agency of The Former Madera Redevelopment Agency For Engineering Services Related to the Riverwalk Drive Improvement Project (Successor Agency)**

Business Manager Wilson reported that we recently awarded the Riverwalk Drive Improvement Project and work has already begun out there. Storm drain lines and water lines are going in. This item involves a construction staking and surveying that needs to take place during construction. The amount of the agreement is not to exceed \$51,200.00.

Mayor Pro Tem Rigby asked what is the time frame of this project? Mr. Wilson responded that it is 120 days. It is moving right along and the rain has not slowed them down. I don't foresee any problems unless we get lucky with some rain.

Mayor Pro Tem Rigby called for additional questions or comments. There were none.

### **Mayor Pro Tem Rigby called for a motion to adopt the Successor Agency resolution.**

SA 16-03      RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, APPROVING AGREEMENT WITH BLAIR, CHURCH & FLYNN, FOR ENGINEERING SERVICES RELATED TO THE RIVERWALK DRIVE IMPROVEMENT PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

*On motion by Council Member Holley, seconded by Council Member Oliver, **Resolution Number SA 16-03** was approved unanimously as presented by the following 5/0 vote: Ayes: Council Members Rigby, Robinson, Oliver, Medellin and Holley; Noes: None; Abstain: None; Absent: Mayor Poythress.*

### **5B. Consideration of a Resolution Approving an Agreement with BSK Associates for Professional On-Demand Services for Construction Materials Testing Services for Riverwalk Drive Improvement Project City of Madera Project No. ST 10-03 and Authorizing the Mayor to Execute the Contract on Behalf of the Successor Agency (Successor Agency)**

Business Manager Wilson reported that BSK will be conducting the compaction testing and some concrete testing for the Riverwalk Project. The amount is not to exceed \$15,400.00.

Mayor Pro Tem Rigby called for questions or comments. There were none.

**Mayor Pro Tem Rigby called for a motion to adopt the Successor Agency resolution.**

SA 16-04 A RESOLUTION OF THE CITY OF MADERA, CALIFORNIA, SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY APPROVING AN AGREEMENT WITH BSK ASSOCIATES FOR PROFESSIONAL ON-DEMAND SERVICES FOR CONSTRUCTION MATERIALS TESTING SERVICES FOR RIVERWALK DRIVE IMPROVEMENTS PROJECT, CITY PROJECT NO. ST 10-03 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

*On motion by Council Member Oliver, seconded by Council Member Holley, **Resolution Number SA 16-04** was approved unanimously as presented by the following 5/0 vote: Ayes: Council Members Rigby, Robinson, Oliver, Medellin and Holley; Noes: None; Abstain: None; Absent: Mayor Poythress.*

**6. HOUSING**

**6A. Discussion Regarding the Targeted Rehab Program and Seeking Direction to Staff as to Implementation of the Program (Successor Housing Agency)**

Business Manager Wilson reported that prior to dissolution the Agency had a real successful Exterior Home Improvement Grant. This project was implemented throughout the Redevelopment Project Area. It only dealt with exterior improvements. The Successor Housing Agency is happy at this time to bring back a similar program. The Targeted Rehab Program will also address interior issues. We are going to use this program with Neighborhood Revitalization. We will pick out a small targeted area, conduct surveys and rate all of the houses within the neighborhood. Neighborhood Revitalization has already started that doing that in a couple of areas in town. This will progress from area to area. The areas have not been determined yet where we will start. The maximum amount of the loan is \$15,000.00. We created a different set of terms for owner occupied and rental units because it does not feel as good to extend money for an investment property. This is in an attempt to bring up the neighborhoods and helping low income families, removing blight, improving the supply of low income housing. So this still fits Successor Housing Agency's criteria. The owner occupied units will have an option to if they qualify for and record affordability covenants will have their loans converted to a grant. Otherwise 67% of the interest-free loan will be required to be repaid in monthly payments for five years. A balloon payment for the remaining amount of the loan is due at the end of five years. The balloon payment may be forgiven if the following two conditions are met: all previous payments were made on time per the terms of the agreement; property must remain free of any code violations resulting in administrative citations for a period of ten years. A deed will be recorded against the property title to secure the loan.

Mayor Pro Tem Rigby asked do they still have to stay at same income. Mr. Wilson responded that we would never ask them to move out and we would not want to put anything on there that would be a penalty.

Business Manager Wilson also reported that the only difference between the rental units is we will not seek an affordability covenant. A 75% of the interest-free loan will be required to be repaid in monthly payments from one to five years depending upon the loan amount. A balloon payment for the remaining amount of the loan is due at the end of the monthly payment stream. The balloon payment may be forgiven if the following two conditions are met: All previous payments were made on time per the terms of the agreement and the property must remain free of any code violations resulting in administrative citation for a period of ten years and a deed will be recorded against the property title to secure the loan.

Mayor Pro Tem Rigby asked if this is something that will be available this year, or is this something you are trying for CDBG funding? Mr. Wilson responded that we are hoping to start this current fiscal year, and we are coupling this with CDBG.

Council Member Oliver asked if the property owner has to do the bidding process. Mr. Wilson responded that the property owner will select the contractor, we do not have to do the bidding process.



Council Member Robinson asked if the property owner will have to pay the money back if they move. Mr. Wilson responded that if they sell it to a family that qualifies, they can transfer the affordability covenants to the buyer. If they do not have a qualifying buyer, they would have to pay it back at that time.

Council Member Holley asked if tenants will have to ask the property owner if they can participate? Business Manager Wilson responded yes, the tenants will have to qualify but the agreement will have to be with the property owner.

Council Member Robinson asked when the program start? Business Manager Wilson responded that we want to get started right away, if that is your direction.

Mayor Pro Tem Rigby stated that I think you have your direction. It sounds like everyone is in favor of this program. It feels like everyone is excited about this. Maybe give an example of how one might go through the process and how we will utilize social media to get the word out.

## **7. GENERAL**

**There are no items for this section.**

## **8. AGENCY MEMBER REPORTS**

Council Member Robinson reported that last Saturday he attended the African-American Historical & Cultural Museum Trailblazer Dinner. He also attended Madera County Probation Transitional Celebration. It is always good to see people advance their lives. Also, he attended the ribbon cutting ceremony for the AIMS Center for Math and Science Education located on the campus of Fresno Pacific University

Council Member Holley had nothing to report.

Council Member Medellin had nothing to report.

Council Member Oliver thanked staff for assisting in planning the Downtown Fresno tour this Friday. He also extended an invitation to other council members.

Mayor Pro Tem Rigby stated that he had the chance to spend the morning with Viola in a substandard home in his district. It was an eye opening experience to say the least. It was incredible to him the way that people within our city limits are living on a daily basis. There were six people living in the home that had no heating, no electricity, no roof and no windows. The hardest part is that they dug a trench for plumbing into the Fresno Madera River, because there is no running water. I am looking forward to what Neighborhood Revitalization is putting together as far as a program that may red flag these living situations.

Mayor Pro Tem Rigby asked Neighborhood Outreach Coordinator Alhomedi what the status is of The Blue Stripe Initiative. Are we ready to go door to door yet? Mr. Alhomedi responded that the Outreach Team is ready to do the promotion and the advertising of the program. We are just waiting for the budget to be approved and will move from there. I am working on a pamphlet that will describe the program. It will be easy to read and it will have pictures showing what the curb stripe will look like. Mayor Pro Tem Rigby asked if the pamphlet will be in English and Spanish. Mr. Alhomedi responded yes. We are working on the English right now and shortly thereafter we will have the Spanish.

Mayor Pro Tem Rigby asked when that item will be approved financially. Business Manager Wilson responded that he spoke to Finance Department and Mr. Tooley's office. The mid-year budget amendment will be in March.

Mr. Alhomedi stated that Pastor Leach and Mayor Poythress asked us to work on a video project to help promote the program. So, we assigned our videographer Andrew Martinez. We are brainstorming, and hopefully we will be meeting with council members

## **9. CLOSED SESSION**

**There are no items for this section.**

## **10. ADJOURNMENT**

*Mayor Pro Tem Rigby adjourned the Joint Special Meeting of the Madera City Council, Regular Meeting of the Madera City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Madera City Council as the Successor Housing Agency at 6:33 p.m.*

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Claudia Mendoza, Recording Secretary

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Robert Poythress, Mayor

/cm

**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: March 9, 2016


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:

February 1, 2016 to February 29, 2016

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

General Warrants:	#10698 - #10716	\$96,192.17
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Respectfully submitted,

  
\_\_\_\_\_  
Patricia Barbosa  
Financial Services Manager

  
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Bob Wilson  
Successor Agency Manager

THE SUCCESSOR AGENCY TO  
THE FORMER CITY OF MADERA REDEVELOPMENT AGENCY  
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK MAIN ACCOUNT  
March 9, 2016

CHECK	PAYDATE	ISSUED TO	DESCRIPTION	AMOUNT
010698	2/4/2016	AVILA PLUMBING	REPAIR PLUMBING 1220 NEBRASKA	259.50
010699	2/4/2016	THE BANK OF NEW YORK MELLON	ADMIN FEE 2003 BOND	1,648.30
010700	2/4/2016	JOHNSON REAL ESTATE APPRAISAL	APPRAISAL 309 MALONE	1,000.00
010701	2/4/2016	MADERA CLEANERS AND LAUNDRY INC.	MAT CLEANING	13.50
010702	2/4/2016	P G AND E	01/16 SVS 2000655655-7	1,285.66
010703	2/4/2016	QUAD-KNOPF	ADELL STREET IMPROVEMENTS 12/6/15 - 1/2/16	10,464.60
010704	2/4/2016	RICOH USA, INC.	COPIER MAINTENANCE FEE FOR PERIOD 12/15	9.24
010705	2/4/2016	SANDY'S HOUSEKEEPING & JANITORIAL	CUSTODIAL SVS FOR FEBRUARY 2016	425.00
010706	2/4/2016	SHRED-IT USA-FRESNO	DOCUMENT SHREDDING SVS 01/25/16	88.36
010707	2/4/2016	S.I.M. ARCHITECTS, INC.	OFFICE REMODEL 5 E YOSEMITE DEPOT	240.00
010708	2/16/2016	AVISON CONSTRUCTION, INC	PROJECT ST 10-03, PROGRESS PMT #1	79,016.06
010709	2/18/2016	GOLDEN STATE OVERNIGHT	OVERNIGHT SHIPPING	12.30
010710	2/18/2016	JOHNSON REAL ESTATE APPRAISAL	APPRAISAL 303 CENTRAL	250.00
010711	2/18/2016	CITY OF MADERA	5 E YOSEMITE FEBRUARY 2016 WATER SEWER	300.92
010712	2/18/2016	MADERA CLEANERS AND LAUNDRY INC.	MAT CLEANING	4.50
010713	2/18/2016	OVERHEAD DOOR CO. OF FRESNO, LLC	303 CENTRAL GARAGE DOOR REPAIR	215.00
010714	2/18/2016	RICOH USA, INC.	COPIER MAINTENANCE FEE FOR PERIOD 1/16	9.03
010715	2/18/2016	S.I.M. ARCHITECTS, INC.	5 E YOSEMITE DEPOT REMODEL	840.00
010716	2/18/2016	VERIZON WIRELESS	JANUARY 2016 CELLPHONE USAGE	110.20

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

**96,192.17**

# CITY OF MADERA REDEVELOPMENT AGENCY REPORT TO SUCCESSOR AGENCY BOARD

SUCCESSOR AGENCY MEETING OF MARCH 9, 2016

SUCCESSOR AGENCY ITEM NUMBER 3C/3D

APPROVED BY

  
FINANCE DEPARTMENT

  
SUCCESSOR AGENCY EXECUTIVE DIRECTOR

  
SUCCESSOR AGENCY MANAGER

**Subject:** Monthly Financial Reports

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

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

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

## CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

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

For All Revenue, Expense Accounts  
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015  
To 02/29/2016

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
<b>Fund 40200: Low/Mod Hsg TI Housing Asset</b>						
<b>Account: Revenue</b>						
2001-8163	Interest Income - Loans	954.38-	954.38-	0.00	954.38	0.00
2001-8190	Rental Income	23,400.00-	23,400.00-	0.00	23,400.00	0.00
2001-8434	Grants	7,679.92-	7,679.92-	0.00	7,679.92	0.00
2001-8671	Sale of Real Estate	469,000.00-	469,000.00-	0.00	469,000.00	0.00
	NET Account: Revenue:	501,034.30-	501,034.30-	0.00	501,034.30	0.00
<b>Account: Expense</b>						
2001-1010	Salaries - Full-time	17,177.79	17,177.79	0.00	17,177.79-	0.00
2001-1020	Salaries - Part-time	1,135.00	1,135.00	0.00	1,135.00-	0.00
2001-1040	Salaries - Leave Payout	2,429.31-	2,429.31-	0.00	2,429.31	0.00
2001-2000	Public Employees Retirement System	3,741.63	3,741.63	0.00	3,741.63-	0.00
2001-2002	Long Term Disability Insurance	46.17	46.17	0.00	46.17-	0.00
2001-2003	Life Insurance Premiums	10.96	10.96	0.00	10.96-	0.00
2001-2004	Worker's Compensation Insurance	1,464.54	1,464.54	0.00	1,464.54-	0.00
2001-2005	Medicare Tax - Employer's Share	242.94	242.94	0.00	242.94-	0.00
2001-2007	Deferred Compensation - Part-time	42.57	42.57	0.00	42.57-	0.00
2001-2008	Deferred Compensation - Full-time	1,518.38	1,518.38	0.00	1,518.38-	0.00
2001-2009	Unemployment Insurance Premiums	68.79	68.79	0.00	68.79-	0.00
2001-2010	Section 125 Benefit Allow.	2,078.95	2,078.95	0.00	2,078.95-	0.00
2001-3001	Gas and Electric Utilities	3,223.88	3,223.88	0.00	3,223.88-	0.00
2001-3002	Telephone and Fax Charges	222.06	222.06	0.00	222.06-	0.00
2001-3011	Advertising - Bids and Legal Notice	528.32	528.32	0.00	528.32-	0.00
2001-3018	Postage / Other Mailing Charges	37.02	37.02	0.00	37.02-	0.00
2001-3040	Contracted Services	2,664.74	2,664.74	0.00	2,664.74-	0.00
2001-3115	Taxes and Assessments	5,115.78	5,115.78	0.00	5,115.78-	0.00
2001-3120	Other Supplies	82.27	82.27	0.00	82.27-	0.00
2001-3135	Rental Property Maintenance	1,918.50	1,918.50	0.00	1,918.50-	0.00
2002-3069	Disposal Costs	9,477.90	9,477.90	0.00	9,477.90-	0.00
2002-3802	Acquisition / Demolition	264,115.62	264,115.62	0.00	264,115.62-	0.00
	NET Account: Expense:	312,484.50	312,484.50	0.00	312,484.50-	0.00
	TOTAL Fund 40200: Low/Mod Hsg TI Housing Asset:	188,549.80-	188,549.80-	0.00	188,549.80	0.00

For All Revenue, Expense Accounts  
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015  
To 02/29/2016

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
<b>Fund 40300: Non Housing Tax Incr - RPTTF</b>						
<b>Account: Revenue</b>						
3001-8000	Current Secured Property Tax	1,951,305.00-	1,951,305.00-	0.00	1,951,305.00	0.00
	NET Account: Revenue:	1,951,305.00-	1,951,305.00-	0.00	1,951,305.00	0.00
<b>Account: Expense</b>						
3001-3135	Lease Property Maintenance	1,724.13	1,724.13	0.00	1,724.13-	0.00
3001-7000	Operating Transfer to Other Funds	3,674,588.79	3,674,588.79	0.00	3,674,588.79-	0.00
	NET Account: Expense:	3,676,312.92	3,676,312.92	0.00	3,676,312.92-	0.00
	TOTAL Fund 40300: Non Housing Tax Incr - RPTTF:	1,725,007.92	1,725,007.92	0.00	1,725,007.92-	0.00

For All Revenue, Expense Accounts  
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015  
To 02/29/2016

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
<b>Fund 57500: Administrative Allowance Fund</b>						
<b>Account: Revenue</b>						
3500-8350	Transfers In	125,000.00-	125,000.00-	0.00	125,000.00	0.00
	NET Account: Revenue:	125,000.00-	125,000.00-	0.00	125,000.00	0.00
<b>Account: Expense</b>						
3501-1010	Salaries - Full-time	95,879.12	95,879.12	0.00	95,879.12-	0.00
3501-1020	Salaries - Part-Time	6,503.59	6,503.59	0.00	6,503.59-	0.00
3501-1040	Salaries - Leave Payout	5,575.08	5,575.08	0.00	5,575.08-	0.00
3501-2000	Public Employees Retirement System	20,875.39	20,875.39	0.00	20,875.39-	0.00
3501-2002	Long Term Disability Insurance	249.83	249.83	0.00	249.83-	0.00
3501-2003	Life Insurance Premiums	59.14	59.14	0.00	59.14-	0.00
3501-2004	Worker's Compensation Insurance	8,175.07	8,175.07	0.00	8,175.07-	0.00
3501-2005	Medicare Tax - Employer's Share	1,633.61	1,633.61	0.00	1,633.61-	0.00
3501-2007	Deferred Compensation - Part-Time	243.89	243.89	0.00	243.89-	0.00
3501-2008	Deferred Compensation - Full-time	8,285.63	8,285.63	0.00	8,285.63-	0.00
3501-2009	Unemployment Insurance Premiums	386.27	386.27	0.00	386.27-	0.00
3501-2010	Section 125 Benefit Allow.	11,241.77	11,241.77	0.00	11,241.77-	0.00
3501-3001	Gas and Electric Utilities	12,827.77	12,827.77	0.00	12,827.77-	0.00
3501-3002	Telephone and Fax Charges	1,200.58	1,200.58	0.00	1,200.58-	0.00
3501-3003	Cellular Phone and Pager Charges	807.72	807.72	0.00	807.72-	0.00
3501-3015	Publications and Subscriptions	69.00	69.00	0.00	69.00-	0.00
3501-3020	Mileage Reimbursement	936.56	936.56	0.00	936.56-	0.00
3501-3040	Contracted Services	11,629.72	11,629.72	0.00	11,629.72-	0.00
3501-3115	Taxes and Assessments	341.07	341.07	0.00	341.07-	0.00
3501-3120	Other Supplies	444.90	444.90	0.00	444.90-	0.00
3501-3130	Building Supplies, Keys and Repairs	482.56	482.56	0.00	482.56-	0.00
3501-3300	Conference/Training/Education	468.50	468.50	0.00	468.50-	0.00
	NET Account: Expense:	188,316.77	188,316.77	0.00	188,316.77-	0.00
	TOTAL Fund 57500: Administrative Allowance Fund:	63,316.77	63,316.77	0.00	63,316.77-	0.00



For All Revenue, Expense Accounts  
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015  
To 02/29/2016

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
<b>Fund 60500: Non Housing Bond Proceeds</b>						
<b>Account: Revenue</b>						
5001-8201	Services for Other Agencies	700.00-	700.00-	0.00	700.00	0.00
	NET Account: Revenue:	700.00-	700.00-	0.00	700.00	0.00
<b>Account: Expense</b>						
5001-1010	Salaries - Full-time	17,177.79	17,177.79	0.00	17,177.79-	0.00
5001-1020	Salaries - Part-time	1,135.00	1,135.00	0.00	1,135.00-	0.00
5001-1040	Salaries - Leave Payout	2,429.31-	2,429.31-	0.00	2,429.31	0.00
5001-2000	Public Employees Retirement System	3,741.63	3,741.63	0.00	3,741.63-	0.00
5001-2002	Long Term Disability Insurance	46.17	46.17	0.00	46.17-	0.00
5001-2003	Life Insurance Premiums	10.96	10.96	0.00	10.96-	0.00
5001-2004	Worker's Compensation Insurance	1,464.54	1,464.54	0.00	1,464.54-	0.00
5001-2005	Medicare Tax - Employer's Share	242.94	242.94	0.00	242.94-	0.00
5001-2007	Deferred Compensation - Part-time	42.57	42.57	0.00	42.57-	0.00
5001-2008	Deferred Compensation - Full-time	1,518.38	1,518.38	0.00	1,518.38-	0.00
5001-2009	Unemployment Insurance Premiums	68.79	68.79	0.00	68.79-	0.00
5001-2010	Section 125 Benefit Allow.	2,078.95	2,078.95	0.00	2,078.95-	0.00
5001-3001	Gas and Electric Utilities	1,820.10	1,820.10	0.00	1,820.10-	0.00
5001-3002	Telephone and Fax Charges	222.06	222.06	0.00	222.06-	0.00
5001-3040	Contracted Services	888.66	888.66	0.00	888.66-	0.00
5001-3115	Taxes and Assessments	102.39	102.39	0.00	102.39-	0.00
5001-3120	Other Supplies	82.27	82.27	0.00	82.27-	0.00
5002-3802	Acquisitions	1,600.00	1,600.00	0.00	1,600.00-	0.00
5002-3812	Riverwalk Improvement Project	80,452.04	80,452.04	0.00	80,452.04-	0.00
5002-3814	Adell Improvement Project	18,729.40	18,729.40	0.00	18,729.40-	0.00
5003-3807	Building Development Depot Building	1,320.00	1,320.00	0.00	1,320.00-	0.00
5003-3812	Adelaide Subdivision	4,975.00	4,975.00	0.00	4,975.00-	0.00
5004-3804	SouthWest Industrial Infract. Study	805.00	805.00	0.00	805.00-	0.00
5004-3811	Riverside Subdivision Storm Drain	2,181.00	2,181.00	0.00	2,181.00-	0.00
5006-3809	Wallace/Hull/Stinson/Knox Sts	93,150.00	93,150.00	0.00	93,150.00-	0.00
5012-3810	Traffic Signal-Yosemite and Elm	6,765.59	6,765.59	0.00	6,765.59-	0.00
	NET Account: Expense:	238,191.92	238,191.92	0.00	238,191.92-	0.00
	TOTAL Fund 60500: Non Housing Bond Proceeds:	237,491.92	237,491.92	0.00	237,491.92-	0.00

For All Revenue, Expense Accounts  
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015  
To 02/29/2016

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
<b>Fund 60600: Low/Mod Housing Bond Proceeds</b>						
<b>Account: Expense</b>						
6016-3803	Riverside Villa Subdivision	4,125.00	4,125.00	0.00	4,125.00-	0.00
	NET Account: Expense:	4,125.00	4,125.00	0.00	4,125.00-	0.00
	TOTAL Fund 60600: Low/Mod Housing Bond Proceeds:	4,125.00	4,125.00	0.00	4,125.00-	0.00

For All Revenue, Expense Accounts  
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015  
To 02/29/2016

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
<b>Fund 80400: Debt Service Fund</b>						
<b>Account: Revenue</b>						
4001-8162	Interest Income	7,105.71-	7,105.71-	0.00	7,105.71	0.00
4001-8350	Transferes In	3,549,588.79-	3,549,588.79-	0.00	3,549,588.79	0.00
	NET Account: Revenue:	3,556,694.50-	3,556,694.50-	0.00	3,556,694.50	0.00
<b>Account: Expense</b>						
4002-3040	Contracted Services	1,674.10	1,674.10	0.00	1,674.10-	0.00
4002-6000	Interest Expense-Bond 1998	137,897.50	137,897.50	0.00	137,897.50-	0.00
4002-6001	Bond Principle 1998	135,000.00	135,000.00	0.00	135,000.00-	0.00
4003-3040	Contracted Services	1,648.30	1,648.30	0.00	1,648.30-	0.00
4003-6000	Interest Expense Bond 2003	364,503.13	364,503.13	0.00	364,503.13-	0.00
4003-6001	Bond Principle 2003	575,000.00	575,000.00	0.00	575,000.00-	0.00
4004-3040	Contracted Services	6,063.30	6,063.30	0.00	6,063.30-	0.00
4004-6000	Interest Expense Bond 2008	700,481.26	700,481.26	0.00	700,481.26-	0.00
4004-6001	Bond Principle-2008	460,000.00	460,000.00	0.00	460,000.00-	0.00
	NET Account: Expense:	2,382,267.59	2,382,267.59	0.00	2,382,267.59-	0.00
	TOTAL Fund 80400: Debt Service Fund:	1,174,426.91-	1,174,426.91-	0.00	1,174,426.91	0.00
	REPORT TOTALS:	666,964.90	666,964.90	0.00	666,964.90-	0.00

\*\*\* End Of Report \*\*\*

For All Revenue, Expense Accounts  
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015  
To 02/29/2016

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
<b>Fund 10800: Code Enforcement</b>						
<b>Dept 414: Community Development - Code Enforcement</b>						
<b>Account: Revenue</b>						
2380-8076	Abandoned Property Registration fees	3,575.00-	3,575.00-	10,000.00-	6,425.00-	35.75
2380-8203	Background Check Service Fee	575.00-	575.00-	300.00-	275.00	191.67
2380-8227	Vacant Building Ordinance	1,800.00-	1,800.00-	4,500.00-	2,700.00-	40.00
2380-8228	Graffiti Ordinance	511.24-	511.24-	0.00	511.24	0.00
2380-8551	Fines and Penalties for Violations	327,773.15-	327,773.15-	425,000.00-	97,226.85-	77.12
2380-8554	Vehicle Abatement Fee	53,517.86-	53,517.86-	48,000.00-	5,517.86	111.50
2380-8556	Foreclosure Revenues	33,594.65-	33,594.65-	45,000.00-	11,405.35-	74.65
2380-8657	Miscellaneous Revenue	671.53-	671.53-	0.00	671.53	0.00
2380-8659	Refunds and Reimbursements	245.00-	245.00-	0.00	245.00	0.00
2380-8682	Collection Recovery-Code Enf.	0.00	0.00	30,000.00-	30,000.00-	0.00
2380-8684	Cost Recovery for Weed Abatement	1,305.66-	1,305.66-	65,000.00-	63,694.34-	2.01
2381-8334	Interfund Charges - CDBG	0.00	0.00	400,000.00-	400,000.00-	0.00
NET Account: Revenue:		423,569.09-	423,569.09-	1,027,800.00-	604,230.91-	41.21
<b>Account: Expense</b>						
2425-1010	Salaries / Full-time	282,126.26	282,126.26	528,790.00	246,663.74	53.35
2425-1020	Salaries / Part-time	65,364.97	65,364.97	119,547.00	54,182.03	54.68
2425-1030	Salaries / Overtime	1,338.45	1,338.45	0.00	1,338.45-	0.00
2425-1040	Salaries - Leave Payout	1,798.30	1,798.30	9,241.00	7,442.70	19.46
2425-1050	Salaries / Uniform Pay	1,500.00	1,500.00	1,000.00	500.00-	150.00
2425-2000	Public Employees Retirement System	67,035.55	67,035.55	123,696.00	56,660.45	54.19
2425-2002	Long Term Disability Insurance	942.00	942.00	1,786.00	844.00	52.74
2425-2003	Life Insurance Premiums	325.89	325.89	593.00	267.11	54.96
2425-2004	Worker's Compensation Insurance	29,410.04	29,410.04	56,242.00	26,831.96	52.29
2425-2005	Medicare Tax - Employer's Share	5,222.95	5,222.95	9,959.00	4,736.05	52.44
2425-2007	Deferred Compensation / Part-time	2,211.09	2,211.09	2,486.00	274.91	88.94
2425-2008	Deferred Compensation / Full-time	19,598.28	19,598.28	33,573.00	13,974.72	58.38
2425-2009	Unemployment Insurance	3,648.99	3,648.99	4,188.00	539.01	87.13
2425-2010	Section 125 Benefit Allow.	90,945.91	90,945.91	172,297.00	81,351.09	52.78
2425-3001	Gas and Electric Utilities	0.00	0.00	11,000.00	11,000.00	0.00
2425-3002	Telephone and Fax Charges	2,473.25	2,473.25	7,000.00	4,526.75	35.33
2425-3011	Advertising - Bids and Legal Notices	14.95	14.95	1,000.00	985.05	1.50
2425-3014	Professional Dues	0.00	0.00	375.00	375.00	0.00
2425-3015	Publications and Subscriptions	313.22	313.22	250.00	63.22-	125.29
2425-3016	Office Supplies - Expendable	1,404.41	1,404.41	8,000.00	6,595.59	17.56
2425-3018	Postage / Other Mailing Charges	4,622.83	4,622.83	13,000.00	8,377.17	35.56
2425-3020	Mileage Reimbursement	0.00	0.00	500.00	500.00	0.00
2425-3025	Vehicle Fuel, Supplies & Maintenance	2,159.53	2,159.53	18,000.00	15,840.47	12.00
2425-3037	Weed Abatement Expense	721.00	721.00	65,000.00	64,279.00	1.11
2425-3040	Contracted Services	15,856.23	15,856.23	104,000.00	88,143.77	15.25
2425-3050	Bad Debt Expense	12.00-	12.00-	3,000.00	3,012.00	0.40-
2425-3060	Pre-employment Health Screening	174.50	174.50	0.00	174.50-	0.00
2425-3120	Other Supplies	3,618.12	3,618.12	23,500.00	19,881.88	15.40
2425-3130	Building Supplies, Keys, Repairs	255.74	255.74	3,000.00	2,744.26	8.52
2425-3138	Tool Replacement Cost	0.00	0.00	1,000.00	1,000.00	0.00
2425-3300	Conference, Training, Education	596.73	596.73	7,000.00	6,403.27	8.52
2425-4002	Interfund Charges - Central Supply	705.45	705.45	600.00	105.45-	117.58
2425-4005	Interfund Charges - Vehicle Repairs	9,750.00	9,750.00	19,494.00	9,744.00	50.02
2425-4007	Interfund Charges - Vehicle Replacem	6,787.00	6,787.00	13,567.00	6,780.00	50.03
2425-4018	Interfund Charges-Computer Maint.	28,229.00	28,229.00	56,447.00	28,218.00	50.01
2425-4020	Interfund Charges - Computer Replace	7,308.00	7,308.00	14,616.00	7,308.00	50.00
2425-6002	Lease Payment	0.00	0.00	7,730.00	7,730.00	0.00
NET Account: Expense:		656,446.64	656,446.64	1,441,477.00	785,030.36	45.54
TOTAL Dept 414: Community Development - Code Enforcement:		232,877.55	232,877.55	413,677.00	180,799.45	56.29
TOTAL Fund 10800: Code Enforcement:		232,877.55	232,877.55	413,677.00	180,799.45	56.29

For All Revenue, Expense Accounts  
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015  
To 02/29/2016

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
<b>Fund 10865: LEA Tire Grant</b>						
<b>Dept 432: LEA Tire Grant</b>						
<b>Account: Revenue</b>						
2427-8428	Current Year Allocation-LEA Grant	14,834.78-	14,834.78-	18,338.00-	3,503.22-	80.90
	NET Account: Revenue:	14,834.78-	14,834.78-	18,338.00-	3,503.22-	80.90
<b>Account: Expense</b>						
2427-1010	Salaries / Full-time	208.30	208.30	6,335.00	6,126.70	3.29
2427-2000	Public Employees Retirement System	44.81	44.81	1,621.00	1,576.19	2.76
2427-2002	Long Term Disability Insurance	1.03	1.03	23.00	21.97	4.48
2427-2003	Life Insurance Premiums	0.35	0.35	0.00	0.35-	0.00
2427-2004	Worker's Compensation Insurance	24.07	24.07	553.00	528.93	4.35
2427-2005	Medicare Tax-Employer's Share	4.15	4.15	96.00	91.85	4.32
2427-2008	Deferred Compensation/Full-time	11.08	11.08	266.00	254.92	4.17
2427-2009	Unemployment Insurance	9.36	9.36	247.00	237.64	3.79
2427-2010	Section 125 Benefit Allow.	123.12	123.12	2,221.00	2,097.88	5.54
2427-3040	Contracted Services	250.00	250.00	0.00	250.00-	0.00
2427-3120	Other Supplies	0.00	0.00	205.00	205.00	0.00
2427-3300	Conference, Training, Education	1,483.87	1,483.87	6,956.00	5,472.13	21.33
	NET Account: Expense:	2,160.14	2,160.14	18,523.00	16,362.86	11.66
	TOTAL Dept 432: LEA Tire Grant:	12,674.64-	12,674.64-	185.00	12,859.64	6,851.16-
<b>Dept 436: Tire Amnesty Grant</b>						
<b>Account: Revenue</b>						
2428-8455	Tire Amnesty Grant	52,791.00-	52,791.00-	39,649.00-	13,142.00	133.15
	NET Account: Revenue:	52,791.00-	52,791.00-	39,649.00-	13,142.00	133.15
<b>Account: Expense</b>						
2428-1010	Salaries / Full-time	67.52	67.52	5,280.00	5,212.48	1.28
2428-2000	Public Employees Retirement System	685.62	685.62	1,351.00	665.38	50.75
2428-2002	Long Term Disability Insurance	0.90	0.90	19.00	18.10	4.74
2428-2003	Life Insurance Premiums	0.30	0.30	0.00	0.30-	0.00
2428-2004	Worker's Compensation Insurance	20.99	20.99	461.00	440.01	4.55
2428-2005	Medicare Tax - Employer's Share	3.63	3.63	80.00	76.37	4.54
2428-2008	Deferred Compensation / Full-time	9.71	9.71	222.00	212.29	4.37
2428-2009	Unemployment Insurance	8.17	8.17	206.00	197.83	3.97
2428-2010	Section 125 Benefit Allow.	39.99	39.99	1,851.00	1,811.01	2.16
2428-3012	Advertising - Other	1,301.89	1,301.89	4,318.00	3,016.11	30.15
2428-3040	Contracted Services	7,250.00	7,250.00	25,545.00	18,295.00	28.38
2428-3120	Other Supplies	267.20	267.20	665.00	397.80	40.18
	NET Account: Expense:	9,655.92	9,655.92	39,998.00	30,342.08	24.14
	TOTAL Dept 436: Tire Amnesty Grant:	43,135.08-	43,135.08-	349.00	43,484.08	0.00
	TOTAL Fund 10865: LEA Tire Grant:	55,809.72-	55,809.72-	534.00	56,343.72	0.00
	REPORT TOTALS:	177,067.83	177,067.83	414,211.00	237,143.17	42.75

\*\*\* End Of Report \*\*\*

## REPORT TO THE CITY COUNCIL

MEETING OF: March 9, 2016

AGENDA ITEM NUMBER: 3E

APPROVED BY:

  
Executive Director

  
Neighborhood Preservation Supervisor

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

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

### **HISTORY/BACKGROUND**

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

### **RECOMMENDATION**

No action is required.

JET/cm

Attachment:  
-Activity Report

## REPORT FOR FEBRUARY 1 – FEBRUARY 29, 2016

### Foreclosed Property Activities

	Activity	Amount
1.	Total Foreclosed Property Cases	147
2.	Monitoring (Occupied)	132
3.	Active Cases	15
*4.	Properties Sold this month and/or Closed	10
5.	Properties Registered	15
6.	Citations Issued	6

\* ( 4 ) Foreclosure properties sold. Foreclosure cases closed due to cancellation of foreclosure process ( 6 ).

### Code Enforcement Activities

	Activity	Total for Month	Year to Date (From 7/1/2015)
1.	Files Opened – Public Nuisance, Zoning, Vacant Building, Substandard Housing	107	704
2.	Files Closed – Public Nuisance, Zoning, Vacant Building, Substandard Housing	83	653
3.	Active Files – Public Nuisance, Zoning, Vacant Building, Substandard Housing	688	N/A
4.	Citations Issued – Public Nuisance, Zoning, Vacant Building, Substandard Housing	20	223
5.	Abandoned Vehicles Tagged (Cases Opened)	64	538
6.	Abandoned Vehicles Towed (Cases Closed)	2	19
7.	Abandoned Vehicles Removed (Cases Closed)	59	523
8.	Active Abandoned Vehicle Files	88	N/A

### Anti-Graffiti Activities

*Effective August 15, 2012 Graffiti Abatement Team is operating out of Public Works Department.  
Beginning January 1, 2015, Neighborhood Revitalization Department Staff is only tracking Anti-Graffiti efforts.*

	Activity	Total for Month	Year to Date (From 7/1/2015)
1.	Incidences Removed by Empowered Citizens/Property Owners	40	380
2.	Total Number of Empowered Citizens	2	1,835
3.	Public Presentations	3	31
4.	School Presentation (in partnership with MPD and Graffiti Abatement Team)	2	5
5.	Arrests by Madera Police Department	0	1

### Accounts Receivables Activities

	Activity	Total for Month	Year to Date (From 7/1/2015)
1.	Fines/Citations, Penalties, and Enforcement Fees <i>Levied</i> For Fiscal Year	\$11,375.00	\$117,000.00
2.	Fines/Citations, Penalties, and Enforcement Fees <i>Collected</i> For Fiscal Year	\$82,497.65	\$327,250.65
3.	Registration Fees for Vacant/Abandoned Buildings and Foreclosed Properties <i>Collected</i> For Fiscal Year	\$1,275.00	\$5,375.00
4.	Removed for Collections - Fines, Penalties, Citations and Towing Fees sent to Financial Credit Network For Fiscal Year	\$15,977.50	\$15,977.50

### Small Claims and Lien Activities

*Information provided by City Attorney's Office*

Type	No. of files This month	No. of files Ytd.	Amount This month	Amount Year to Date
1. Small Claims / Intercept Candidates	0	74	\$0.00	\$56,198.34
2. Lien Confirmations	0	10	\$0.00	\$38,256.01
3. Liens turned over to Assessor	0	0	\$0.00	\$0.00

**Files currently being reviewed for appropriate action – 2**



# REPORT TO THE CITY COUNCIL

MEETING OF: March 9, 2016

AGENDA ITEM NUMBER: 3F

APPROVED BY:

  
Executive Director

**Subject:** Code Enforcement Funds Collection Report for Period Ending February 29, 2016

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

## HISTORY/BACKGROUND

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

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

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

Fiscal Year	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	TOTAL
2010-11	\$ 9,845	\$ 7,980	\$ 5,806	\$ 7,953	\$10,873	\$12,240	\$10,304	\$5,354	\$11,147	\$19,446	\$13,501	\$42,760	\$157,209
2011-12	\$22,646	\$35,955	\$22,782	\$42,900	\$45,553	\$71,297	\$67,720	\$64,524	\$52,238	\$23,612	\$28,641	\$45,809	\$523,678
2012-13	\$33,216	\$36,791	\$24,520	\$56,500	\$61,504	\$62,101	\$60,271	\$76,941	\$70,142	\$61,138	\$66,261	\$22,660	\$632,045
2013-14	\$73,253	\$41,445	\$40,692	\$116,589	\$58,036	\$47,573	\$94,700	\$64,214	\$18,911	\$31,682	\$51,773	\$9,043	\$647,915
2014-15	\$12,262	\$60,675	\$171,037	\$38,146	\$129,213	\$37,074	\$11,836	\$27,967	\$144,602	\$29,078	\$75,658	\$8,867	\$753,645
2015-16	\$27,183	\$83,589	\$2,393	\$88,406	\$34,598	\$26,218	\$16,834	\$88,144					\$367,364

## RECOMMENDATION

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




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

BOARD MEETING OF: March 9th, 2016  
AGENDA ITEM NUMBER: 3G

APPROVED BY:

  
Neighborhood Outreach Coordinator

  
Executive Director

**Subject:** Update on Neighborhood Outreach Activities.

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

**History/Background:**

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

- Saleh Alhomedi, Neighborhood Outreach Coordinator, full-time employee.
- Yuliana Franco, Neighborhood Outreach Consultant, part-time employee (29hrs/week).
- Christina Herrera, Neighborhood Outreach Assistant, full-time employee.

**I. National Night Out (NNO) follow-up**

- a. Our department has registered for this year's National Night Out, scheduled for Tuesday, August 2, 2016.
- b. Sal is reaching out to Governor Jerry Brown's office to inquire whether we could host him as a guest speaker during NNO 2016.
- c. The outreach team has been brainstorming innovative ideas to make this year's NNO more exciting and fun for all participants.
- d. We will plan our first meeting with the National Night Out Involvement Committee for the end of this month. The date and time have yet to be determined.

**II. Neighborhood Meetings:**

- a. February Meetings
  - i. Date: February 11, 2016; Location: North N Street; Time: 6 P.M. to 7 P.M.
  - ii. Date: February 16, 2016; Location: Sonora Ave; Time: 6 P.M. to 7 P.M.
  - iii. Date: February 25, 2016; Location: Harding Street; Time: 6 P.M. to 7 P.M.
- b. March Meeting

- i. Date: March 3, 2016; Location: Sultana and Cedar Creek Streets; Time: 6 P.M. to 7 P.M.

### **III. Outreach Activities:**

- a. Graffiti Presentation at Sierra Vista School
  - i. The Outreach team, along with the Graffiti Abatement team, the Sheriff Department, and County Probation, Councilman Charles Rigby, conducted anti-graffiti presentations to third-graders.
- b. MLK Career Day
  - i. Our outreach staff and one preservation specialist went out to MLK to talk to students about outreach, Neighborhood Watch, and the importance of education.
- c. American Red Cross
  - i. We were approached by American Red Cross representative Katrina Poitras. They are seeking our help to recruit volunteers in the City of Madera to help out in the event there is an emergency issue, such as safety or natural issues.
  - ii. We met with her on February 8, 2016. We are organizing an event for them for April 9<sup>th</sup>. We will seek to bring people to the event to learn more about how to become volunteers.

### **IV. Established Community Partnerships:**

- a. Community Partnership January meeting:
  - i. We held a meeting on March 3, 2016 to discuss our future quarterly meeting and we created a video project to educate residents about events held in the upcoming month by each affiliated agency—Community Calendar Video.
    - 1. The video will be published once a month.
  - ii. Yuliana has been working on specifying the guidelines and future progress of the Parents for Students Success project. We are still working on laying out the required logistics to make it happen.
  - iii. A meeting was held at the MUSD to discuss continuing our partnership and the possibility of incorporating this program with the Parents Resource Center programs that are directed by David Hernandez.
- b. Transforming Our City
  - i. We had a meeting on March 3, 2016. The conversation about identifying key leaders is still ongoing. We also discussed the implementation of the Curb Stripe Campaign. We were joined by new identified leaders, including Superintendent Mr. Ed Gonzales, Executive Director of Camerana Health Paulo Soares. Our next meeting is on April 7, 2016.
- c. SCORE
  - i. The Outreach team has been in contact with SCORE's leadership, discussing how to introduce residents in our City to the resources the organization offers.
  - ii. Simple steps of how to start a business will be taught in Spanish in the near future.
  - iii. We had a meeting on February 24<sup>th</sup> to plan upcoming community events on lending, business marketing, and business plan development.
- d. Madera Downtown Association
  - i. The tour to Fresno Downtown went very well and merchants and key leaders came back with positive feedback. This will be discussed at our next meeting on March 9<sup>th</sup> at the RDA.
- e. The Curb Stripe Initiative

- i. We attended a presentation on February 24<sup>th</sup> at the Noon Rotary along with Councilman Charles Rigby to present the Curb Stripe Initiative.
- ii. Our team is currently working on a plan that will show the step-by-step process of implementing the initiative through the Neighborhood Watch Program.

**VISION 2025 LINKAGE**

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

**RECOMMENDATION**

This report is merely informational. No action is required.

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

**BOARD MEETING OF:** March 9, 2016

**AGENDA ITEM NUMBER:** 3H

**APPROVED BY:**

  
Executive Director

**Subject:** Consideration of Resolution Releasing the Affordability Agreement and Restrictions on Sale and Use of Owner Occupied Dwelling Units on Property Located at 325 North C Street, Madera CA and Authorizing the Mayor to Execute the Release on Behalf of the Agency

**Summary:** The Successor Housing Agency will consider a resolution releasing the Affordability Agreement and Restrictions on Sale and Use of Owner Occupied Dwelling Units on Property Located at 325 North C Street, Madera, CA and authorize the Mayor to execute the release upon payment to the Agency in the amount of \$11,384.75 for the loss of an affordable housing unit.

#### **HISTORY**

By previous action, the Madera Redevelopment Agency approved the Exterior Home Improvement Grant at their meeting on March 14, 2007 for the home located at 325 North C Street. The terms of the home improvement grant required the "Affordability Agreement and Restrictions on Sale and Use of Tenant Occupied Dwelling Units" between the Agency and Miriam A. Welton, the owner of the single-family home, be recorded against the property and the home remain affordable for 45 years. The affordability agreement was recorded in the Madera County Recorder's Office as Document No. 2007018741 on May 15, 2007.

#### **SITUATION**

Agency staff has been notified by Chicago Title Company, that the owner has accepted an offer from a buyer to purchase her home at 325 North C Street. Staff has determined that the buyer does not meet the definition of an income eligible household, thereby violating the terms of the recorded Affordability Agreement and Restrictions on Sale and Use of Owner Occupied Dwelling Units to maintain an affordable housing unit for a period of 45 years. Under these circumstances, the terms of the affordability agreement require the property owner to repay the Agency the total contribution of the home improvement grant in the amount of \$11,384.75 for the loss of an affordable housing unit.



**RECOMMENDATION**

Staff recommends the Successor Housing Agency adopt the resolution approving the Release of the Affordability Agreement and Restrictions on Sale and Use of Owner Occupied Dwelling Units and authorize the Mayor to execute the release upon the Agency's receipt of \$11,384.75 per the terms of the agreement for the loss of an affordable housing unit at 325 North C Street, Madera CA.

Attachment:

- Resolution (Successor Housing Agency)
- Release document

RESOLUTION NO. SHA 16-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AS SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, APPROVING RELEASE OF AFFORDABILITY AGREEMENT AND RESTRICTIONS ON SALE AND USE OF OWNER OCCUPIED DWELLING UNITS BETWEEN THE FORMER MADERA REDEVELOPMENT AGENCY AND MIRIAM A. WELTON, TRUSTEE OF THE MIRIAM A. WELTON REVOCABLE LIVING TRUST AGREEMENT U/D/T MARCH 11, 2004 FOR PROPERTY LOCATED AT 325 NORTH C STREET, MADERA CA AND AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE ON BEHALF OF THE AGENCY

WHEREAS, Miriam A. Welton, Trustee of the Miriam A. Welton Revocable Living Trust Agreement U/D/T March 11, 2004, (the "Grantee") owner of a single-family home located at 325 North C Street, Madera, CA, entered into an Affordability Agreement and Restrictions on Sale and Use of Owner Occupied Dwelling Units ( the "Agreement") between the Grantee and the former Madera Redevelopment Agency, now the Successor Housing Agency to the former Madera Redevelopment Agency (the "Agency"), on March 14, 2007 and recorded in the Madera County Recorder's Office as Document No. 2007018741 on May 15, 2007; and

WHEREAS, the terms of the Agreement require the home to be sold to an income-eligible homebuyer or submit a payment to the Agency per the terms set forth in the Agreement to reimburse the Agency for the loss of a home which is affordable to low and moderate income persons or households; and

WHEREAS, the Grantee desires to sell the home at 325 North C Street to a Non-Eligible Household violating the terms of the Agreement thereby obligating the Grantee to repay the Agency per the terms of the Agreement; and

WHEREAS, the Grantee is requesting that the Agreement executed on March 14, 2007 by the Grantee be released from the property upon payment to the Agency for the loss of an affordable housing unit; and

WHEREAS, upon review of the terms stated in the Agreement, staff has determined the payment owed the Agency for the loss of an affordable housing unit to be \$11,384.75; and

WHEREAS, upon payment to the Agency, it is appropriate to release the "Affordability Agreement

and Restrictions on Sale and Use of Owner Occupied Dwelling Units” from the property located at 325 North C Street, Madera CA.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA as the Successor Housing Agency to the Former Madera Redevelopment Agency does hereby resolve, find and order as follows:

1. The above recitals are true and correct.
2. Upon the Agency’s receipt of the amount of \$11,384.75 as required by the Affordability Agreement and Restrictions on Sale and Use of Owner Occupied Dwelling Unit, the Mayor is authorized to execute the Release of Affordability Agreement and Restrictions on Sale and Use of Owner Occupied Dwelling Units on behalf of the Successor Housing Agency to the former Madera Redevelopment Agency.
3. Upon receipt of the required payment and execution of the release by the Mayor, the recordation of the Release of the Affordability Agreement and Restrictions on Sale and Use of Owner Occupied Dwelling Units is hereby authorized.
4. This resolution is effective immediately upon adoption.

\*\*\*\*\*

**RECORDING REQUESTED BY:**

Successor Housing Agency to the former  
Madera Redevelopment Agency

**AFTER RECORDING MAIL TO:**

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

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

(Space Above This Line for Recorder's Use)

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

The Successor Housing Agency to the Former Madera Redevelopment Agency hereby gives notice that the certain Affordability Agreement and Restrictions on Sale and Use of Owner Occupied Dwelling Units entered into by and between Miriam A. Welton, Trustee of the Miriam A. Welton Revocable Living Trust Agreement U/D/T March 11, 2004 (Grantee) and the Madera Redevelopment Agency (Agency), now known as the Successor Housing Agency to the former Madera Redevelopment Agency, on March 14, 2007 and recorded May 15, 2007 as Document No. 2007018741 in the official records of Madera County, California in favor of the former Madera Redevelopment Agency against the real property described below, is hereby released.

The property subject to this Release of Affordability Agreement and Restrictions on Sale and Use of Owner Occupied Dwelling Units is located in the City of Madera, County of Madera, State of California, and is described as follows:

**SEE ATTACHED LEGAL DESCRIPTION**

DATED: This 9<sup>th</sup> Day of March, 2016

SUCCESSOR HOUSING AGENCY to the  
former Madera Redevelopment Agency

By: \_\_\_\_\_  
Robert L. Poythress, Mayor

**ATTACH NOTARY ACKNOWLEDGEMENT**



# CITY OF MADERA


## REPORT TO THE CITY COUNCIL

BOARD MEETING OF: March 9, 2016

AGENDA ITEM NUMBER: 3I

APPROVED BY:

  
\_\_\_\_\_  
Neighborhood Preservation Supervisor

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

**Subject:** Consideration of a Resolution Approving an Agreement with Madera District Fair for Use of the Fairgrounds Parking Area for the Staging of Upcoming Waste Tire Amnesty Day Events in 2016

**Summary:** The City Council will consider a resolution approving an agreement with Madera District Fair for use of their parking lot area for staging upcoming Waste Tire Amnesty Day Events on April 9, 2016.

### **HISTORY/BACKGROUND**

By previous action, the Agency has authorized Waste Tire Amnesty Day Events to occur in and around the City to divert waste tires from the City and County to be recycled in an "End Use Facility" with funding from the Department of Resources Recycling and Recovery (CalRecycle).

### **SITUATION**

The Madera District Fair administration has agreed to allow the City use of their facilities for upcoming Waste Tire Amnesty Day Events to be held on April 9, 2016. The cost per event is \$250.00 with a provision that the City provide proof of insurance. The program will be a controlled event and will be restricted by the guidelines provided by CalRecycle. With the exception of this rental fee, the funds received from the Amnesty Grant will cover the costs incurred in sponsoring the Waste Tire Amnesty Day Events.

### **LINKAGE TO VISION 2025**

**Strategy 437** - Promote Recycling through multiple programs.

### **RECOMMENDATION**

Staff recommends the City Council adopt the resolution approving the rental agreement with the Madera District Fair for upcoming Waste Tire Amnesty Day Events.

Attachments:  
Resolution (City)  
Agreement

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
MADERA APPROVING THE AGREEMENT WITH MADERA  
DISTRICT FAIR FOR THE USE OF A PORTION OF THE  
PARKING LOT FOR THE STAGING OF UPCOMING WASTE  
TIRE AMNESTY DAY EVENTS IN FISCAL YEAR 2015/2016

WHEREAS, The Neighborhood Revitalization Department has determined the parking lot at the  
Madera District Fairgrounds to be the most central location for the Waste Tire Amnesty Day Event;  
and

WHEREAS, Madera District Fair has agreed to charge rental fees of \$250.00 per event and  
allow the City of Madera use of the fairgrounds for Waste Tire Amnesty Day Events to be held on  
April 9, 2016; and

WHEREAS, the Neighborhood Revitalization Department shall provide proof of insurance to the  
Madera District Fair.

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

1. The recitals listed above are true and correct.
2. The agreement as described above which is on file in the office of the City Clerk and which is  
referred to for more particulars is hereby approved.
3. The Mayor is hereby authorized to execute the agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

## RENTAL AGREEMENT

☐ Fairtime

☒ Interim

THIS AGREEMENT by and between the  
called the Association, and

**21-A District Agricultural Association,  
City of Madera**

hereinafter  
hereinafter called the Renter,

### WITNESSETH:

1. **THAT WHEREAS**, the Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association premises for the following date: **April 9, 2016**.
2. **NOW, THEREFORE**, Association hereby grants to the renter the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this agreement: **Portion of Lot B. Set up and tear down days are included when paid for or approved by Fair manager.**
3. The purposes of occupancy shall be limited to: **Tire Amnesty (recycling)** and shall be for no other purposes whatsoever.
4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Non-refundable payment of \$250.00 is due on or before 2/16/2016 with Signed Contracts and Insurance Certificate. Renter understands that all tires, trucks, trailers and porta potties must be cleared out by Sunday following each event/date, due to swap meet. Renter also understands the location of event may be moved to Lot A, if there is a large event in Lot B.**  
Renter agrees to pay fees required by Association for: **Tire Recycling events on Lot B** and to guarantee the payment of:
  - (a) Any money which may be payable to Association under this agreement;
  - (b) Any damage to Association property; and utility charges, if any;
  - (c) Removal of all property and the leaving of the premises in a condition satisfactory to Association.
5. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
6. Renter further agrees to indemnify and save harmless Association and the State of California their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the renter may be liable under any worker's compensation law and renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by renter of the privileges herein granted.
7. Renter further agrees that he/she will not sell, exchange or barter, or permit his/her employees to sell, exchange or barter, any permits issued to renter or his/her employees hereunder.
8. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
9. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
10. The "Rules and Regulations" printed on page 2 of this document are incorporated herein and made a part of this agreement. Renter agrees that he/she has read this agreement and the said "Rules and Regulations" and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
11. In the event renter fails to comply in any respect with the terms of this agreement and the "Rules and Regulations" referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
12. **Special Provisions:** The CFSA Insurance Statement (if applicable) is attached and incorporated into this agreement. **Exhibit "A" Insurance Statement, Exhibit "B" Rental Policy, Exhibit "C" Standard Contract Terms and Conditions and Exhibit "D" Reservation Form are incorporated herein and made a part of this agreement.**  
**Actual costs may vary due to additional equipment, labor, damages, security, and/or other unanticipated costs.**
13. This agreement is not binding upon association until it has been duly accepted and signed its authorized representative, and approved (if required) by the Department of Food and Agriculture, Division of Fairs & Expositions, and the Department of General Services.

**IN WITNESS WHEREOF**, this agreement has been executed, by and on behalf of the parties hereto, the day and year first above written.

**21-A District Agricultural Association**  
Address 1850 W. Cleveland Ave., Madera, CA 93637

**City of Madera, Renter**  
Address 428 E. Yosemite Ave., Madera, CA 93638

By \_\_\_\_\_  
Title Tom Mitchell, CEO Date \_\_\_\_\_

By \_\_\_\_\_  
Title Mayor- Date \_\_\_\_\_

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct his/her business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
3. All buildings, tents, or enclosures erected under the terms of the "Rental Agreement" shall have the prior approval of Association and local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Upon request, renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Upon request, renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the "Rental Agreement" according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the right and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privileges provided in the "Rental Agreement", and that any and all exclusives granted renter shall not include the carnival and the carnival area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public under the "Rental Agreement"; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but renter must, at his/her own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by renter within or outside his/her space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his/her patrons or to other concessionaires or exhibitors and the decision of Association as to the desirability of any such sound-producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his/her space in which money is used as a prize or premium, and that he/she will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the space allotted to renter, reasonable wear and tear and damage from causes beyond renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of renters, but Association shall not be responsible for loss or damage to the property of renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by renter must be removed from the buildings and grounds by renter, at his/her own expense, not later than a date specified by Association. It is understood in the event of renter's failure to vacate said premises as herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of renter to remove and store the concession and all other material of any nature whatsoever, at the renter's risk and expense, and renter shall reimburse Association for expenses thus incurred.
14. No renter will be permitted to sell or dispose of anywhere on the fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Association authorizes renter in writing and unless he/she holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial relations must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This "Rental Agreement" shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
20. The parties hereto agree that renter, and any agents and employees of renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.



## INSURANCE REQUIREMENTS

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
  1. List as the Additional Insured: "That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
  2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
  3. Coverages:
    - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.
    - b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
    - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
    - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
    - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
  4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
  - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
  - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

## **II. General Provisions**

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

## **III. Participant Waivers**

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

## MADERA DISTRICT FAIR RENTAL POLICY SUMMARY

### EXHIBIT "B"

**DATES AND DEPOSITS:** Dates will be assigned up to one year in advance. Assignment will be on a first-come, first-served basis, for except annual events which will be allowed two weeks after the close of their event to reserve, with deposit, the same date for the following year. If a deposit is not received, the Association will release the dates without notice.

**TO RESERVE A DATE:** 50% of the rental fee is non refundable. This deposit will be forfeited if event date is canceled or changed.

**PAYMENT:** Additional rental fees such as maintenance, cleaning/breakage deposit, insurance, security contract and all other fees and documents are due and payable 2 weeks prior to the event. If not received by this time, the event maybe subject to cancellation or a \$50.00 late fee.

**DEPOSIT:** The Madera District Fair requires a cleaning/breakage deposit, the amount will be indicated on contracts and will be determined on the size of the event. The deposit is refundable within 5 business days after the event, less any fees for labor, cleanup, overtime, damages, etc.

**SECURITY:** Security is required for all functions. Renter is recommended to contract with Security Company from Madera Fair's pre-approved list. Security to begin at start of event until event concludes. 1 security guard for every 50 people is required plus 1 extra guard for the parking lot. Hired Security Company has the authority to end an event for any of the following reasons: number of people exceeds the number of people on security agreement and or rental agreement, minors are consuming alcohol, or if the public's safety is at risk. The Fair has the ultimate authority to determine the number of guards for each event.

**RENTAL HOURS:** Access to buildings for decorating and cleanup are from 8:00 AM to 1:00 AM (unless noted otherwise in contract). "Event" hours may not exceed 8 hours. The building must be clean, completely empty and ready to lock at 1:00 AM. If the "Event" hours exceed the 8 hours, or if the event goes past 1:00am, overtime charges of \$100.00 per hour will apply.

**INSURANCE:** All renters will be required to provide evidence of insurance protecting the State of California and the 21-A District Agricultural Association from occurrences as to bodily injury and property damage. Insurance may be purchased through the Fair. (See Exhibit "A" Insurance Requirements)

**ALCOHOL:** Anyone planning to charge an admission fee, (either direct or donation) or sell alcoholic beverages (direct sales, script, or included in admission fee) MUST obtain a valid liquor license from the Department of Alcoholic Beverage Control (ABC), 3640 E. Ashlan, Fresno 93726, (209 225-6334). Alcoholic beverages in bottles must be served into cups from behind bar. Cans are permitted, but must be opened at the bar. Limit 2 open drinks per person. Renter must make reasonable effort to encourage responsible drinking and to prevent minors from drinking.

**SET UP:** Renter must submit a floor plan (layout) along with specifications for the event 2 weeks prior to the day of the event. If set-up is not turned in on time renter will receive a standard set-up. All set-ups are limited to the ability of the Fair to provide the equipment requested. Any alterations requiring staff, to modify floor plan or to change the set up once the set-up has been approved will be charged at the current hourly rate per maintenance person (a \$25 minimum will apply). Day before set up is for decorating only.

### **DAY BEFORE FEES & SCHEDULE:**

Hatfield Hall:	\$250.00	10:00am – 8:00pm
	\$50.00	12:00pm – 4:00pm *if available 2 weeks prior to event
Home Arts Hall:	\$150.00	10:00am – 8:00pm
	\$50.00	12:00pm – 4:00pm *if available 2 weeks prior to event

**DAY AFTER FEES & SCHEDULE:** Renter may come in the day after to cleanup in the halls between the hours of 10:00am – 2:00pm. A \$75.00 fee will be applied. Renter understands that the day after cannot be guaranteed until 2 weeks prior to the event date.

**DECORATIONS:** Renter may NOT use any glitter, nails, tack pins, staples, or tape that can damage the surface of walls.

**HALLS:** Home Arts Hall is equipped with Evaporated Coolers ONLY! By signing the rental agreement, renter agrees to rent hall in an as is condition.

**FIRE HAZARD INFO:**

- \*All fabric or pliable canopy covers, side/back drops and decorative material must be inherently fire resistive or treated.
- \*Electrical extension cords shall be of the heavy-duty three wire (grounded), hard-usage type.
- \*Electrical equipment and installation shall be inspected and approved by a qualified person.
- \*Fire hoses, fire extinguishers or other fire equipment shall not be blocked or obstructed at any time.
- \*NO blocking or obstruction of exit (s).
- \*Doors shall not be locked or chained.
- \*Decorative Materials shall be inherently flame resistive or treated.

**CLEAN-UP:** Buildings or grounds must be in same conditions as it was immediately prior to the event. If clean up is required by the Fair, the renter will be charged at the current hourly rate per maintenance person (see labor charges below). Total charges will be deducted from the deposit, but not limited to the deposit. The renter is responsible for all charges and expenses resulting from damages to the buildings and/or grounds.

**LABOR CHARGES:** \$25.00 per hour for regular employee and \$35.00 per hour for a supervisor employee.

**AUTHORIZATION:** Fair personnel may enter event or facility at any time. Fair personnel also have the authority to end an event if it is in the best interest of The Madera District Fair. Such actions that warrant the ending of an event, include but not limited to minors consuming alcohol, destruction of property, overcrowding, fighting, public safety etc. Renter is responsible for the action of the people at their event.

**ADDITIONAL EQUIPMENT FEES & CHARGES:**

220 power plug – Hatfield Hall     \$100.00  
220 power plug Not Available for Home Arts Hall

Manlift - \$50.00 for a minimum of 30 minutes or less, \$25.00 charge for each additional 15 minutes.

Boomlift - \$80.00 for a minimum of 30 minutes or less, \$50.00 charge for each additional 15 minutes.

\*\*Limited availability on the usage of the manlift/boomlift. Renter must make arrangements with the fair office prior to the event\*\*



**STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)****1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

**2. Resolution of Contract Disputes (PCC 10240.5, 10381)**

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

**3. Non-Discrimination Clause/Statement of Compliance (GC 12990/CCR 8103-8120)**

During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provision of the Fair Employment and Housing Act (Gov. Code Section 12900, et seq.) and the applicable regulations promulgated there under (CA Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code Section 12990 (a-f), set forth in Ch. 5 of Div. 4 of Title 2 of the CA Code of Regulations are incorporated into this contract by reference and made part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

Contractor by signing this contract hereby certifies, unless specifically exempted, compliance with Gov. Code 12990 (a-f) and CA Code of Regulations, Title 2, Div. 4, Ch. 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

**4. Amendment (GC 11010.5)**

Contract modification, when allowable, may be made by formal amendment only.

**5. Assignment**

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

**6. Termination**

The fair reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

7. **Governing Law**

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

8. **Conflict of Interest (PCC 10410, 10411, 10420)**

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

**Current State Employees (PCC 10410):**

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

**Former State Employees (PCC 10411):**

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. **Contractor Name Change**

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

10. **Air or Water Pollution Violation (WC 13301)**

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

**MADERA DISTRICT FAIR**  
**INTERIM FACILITY RESERVATION FORM**

OFFICE USE ONLY:

Exhibit "D"

Contract # 16-092

Last Contract- \_\_\_\_\_

2/2/16

NAME OF RENTER/ORGANIZATION: City of Madera

(Individuals renting the fairgrounds must be at least 18 years of age or older)

Contact Person (s): Andrew Contact Phone: 661-5186

Mailing Address: 428 E. Yosemite Ave Madera 93638

Contact Email: \_\_\_\_\_ Alt. Contact #: \_\_\_\_\_

DATE (S) OF EVENT: April 9, 2016 HOURS OF EVENT: \_\_\_\_\_

TYPE OF EVENT: Tire Amnesty ESTIMATED # OF PEOPLE: \_\_\_\_\_

Event Open to the Public? Yes/No Alcohol served? Yes/No sold? Yes/No

Event Information for the public and our website (only for events open to the public) :

Phone: \_\_\_\_\_ E-Mail \_\_\_\_\_ Website: \_\_\_\_\_

HATFIELD HALL \_\_\_\_\_

JOE VAN ALLEN HALL \_\_\_\_\_

VAN ALLEN with HH \_\_\_\_\_

HOME ARTS HALL \_\_\_\_\_

OTHER BUILDING (S)/AREA (S) REQUESTED:

Portion of Lot B

Cost of Rental Area: \$ 250

Damage/Cleaning Deposit: \$ \_\_\_\_\_

Day before set up: \$ \_\_\_\_\_

Day After for clean up: \$ \_\_\_\_\_

Insurance: \$ own

Liquor Liability Insurance: \$ \_\_\_\_\_

Additional Charges: \$ \_\_\_\_\_

ESTIMATED COST OF RENTAL: \$ \_\_\_\_\_

Non-Refundable Amount \$ 250

**Important Policy Notices - Please Read Carefully**

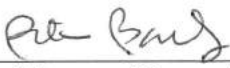
1. A **non-refundable** reservation fee is due upon booking of the function to guarantee hold on rental. This money will be forfeited if date is changed or cancelled. (50 % of rental fee)
2. Final payment & copies of all insurance documents, security contracts, set up & alcohol license or permits that are required must be on file in the Fair Office 2 weeks prior to your event or the event may be cancelled. **Due Date:** \_\_\_\_\_
3. Fair personnel may enter an event or any facility at any time. Fair personnel also have the authority to end an event if it is in the best interest of the Madera District Fair. Such actions that warrant the ending of an event are, minors consuming alcohol, destruction of property, overcrowding, fighting, public safety etc. Renter is responsible for the action of the people at their event.
4. By submitting and signing this reservation for, I understand and acknowledge that the MDF has fully explained the reservation and contracting process, including the specific terms and conditions to be included in the contract. Further, I understand that in holding my reservation the MDF will incur certain expenses in processing the contract and that the particular date (s) I have requested will be unavailable to other potential contractors, which may result in lost revenue to the MDF if I subsequently choose not to execute the contract. I fully understand that in submitting this reservation request and to cause the MDF to hold the requested date (s) for my event, I am required to pay a non-refundable deposit. Because time is of the essence, I also understand and agree that I will execute the contract and return the signed Rental Agreement to the MDF by the specified date. I further understand and agree, that in the event I fail to sign and return the agreement to the MDF within the specified time, that this will constitute a material breach of this reservation agreement; that the MDF will have been damaged; that the amount of damages is speculative and uncertain; and that I will forfeit, at the sole discretion of the District, the entire deposit as liquidated damages for the breach of this agreement.

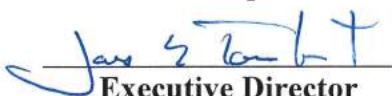
By signing, I acknowledge that I fully understand and agree to the terms of this rental form. \_\_\_\_\_


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

SUCCESSOR AGENCY MEETING OF MARCH 9, 2016  
AGENDA ITEM NUMBER 3J

APPROVED BY:

  
Finance Department

  
Executive Director

  
Successor Agency Manager

**SUBJECT:** Investment Activity Report for the Quarter Ending December 31, 2015

**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.

Due to circumstances beyond our control, i.e., family medical issues a report for the quarter ending September 30, 2015 was not able to be prepared in a timely fashion. Therefore, we are presenting the quarter ending December 31, 2015 at this time.

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 December 31, 2015.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

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



**City of Madera**  
**Council Investment Report**  
 Report Format: By Transaction  
 Group By: Asset Class  
**Portfolio/Report Group: Report Group: Successor Agency**  
**As of 12/31/2015**

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
<b>Federal Agency Securities</b>										
FHLMC 1 7/28/2017	3137EADJ5	1.33	FHLMC Bond	12/23/2013	0.978	155,000.00	155,119.35	154,742.70	7/28/2017	575
FNMA 0.875 5/21/2018	3135G0WJ8	2.43	FNMA Bond	12/23/2013	1.430	285,000.00	278,259.75	282,329.55	5/21/2018	872
FNMA 0.875 5/21/2018	3135G0WJ8	1.36	FNMA Bond	12/23/2013	1.430	159,000.00	155,239.65	157,510.17	5/21/2018	872
<b>Sub Total / Average</b>		<b>5.12</b>			<b>1.312</b>	<b>599,000.00</b>	<b>588,618.75</b>	<b>594,582.42</b>		<b>795</b>
<b>Interest Bearing Accounts</b>										
Bank of New York Cash	CASH0340-2	5.65	Cash	10/31/2013	0.000	655,763.37	655,763.37	655,763.37	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
BONY Cash Balance Cash	CASH0340-3	0.00	Cash	3/31/2015	0.000	142.68	142.68	142.68	N/A	1
BONY Debt Service Reserve Cash	CASH0375-2	0.01	Cash	6/30/2013	0.000	1,685.55	1,685.55	1,685.55	N/A	1
BONY Debt Service Reserve Cash	CASH0375-1	2.27	Cash	6/30/2013	0.000	263,196.27	263,196.27	263,196.27	N/A	1
BONY Debt Service Reserve Cash	CASH0340-1	0.22	Cash	6/30/2013	0.000	26,017.46	26,017.46	26,017.46	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
BONY Project Reserve Account Cash	CASH2593-1	0.86	Cash	6/30/2013	0.000	99,641.00	99,641.00	99,641.00	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	0.55	Cash	6/30/2013	0.000	64,215.63	64,215.63	64,215.63	N/A	1
Union Bank-Checking Cash	CASH4806	14.59	Cash	6/30/2013	0.000	1,694,461.10	1,694,461.10	1,694,461.10	N/A	1
<b>Sub Total / Average</b>		<b>24.16</b>			<b>0.000</b>	<b>2,805,126.07</b>	<b>2,805,126.07</b>	<b>2,805,126.07</b>		<b>1</b>
<b>Local Agency Investment Fund</b>										
LAIF LGIP	LGIP0001	59.22	Local Government Investment Pool	6/30/2013	0.400	6,876,383.87	6,876,383.87	6,876,383.87	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
<b>Sub Total / Average</b>		<b>59.22</b>			<b>0.400</b>	<b>6,876,383.87</b>	<b>6,876,383.87</b>	<b>6,876,383.87</b>		<b>1</b>
<b>Negotiable Certificate of Deposit Securities</b>										
Everbank, FL 0.85 9/28/2016	29976DNV8	1.46	Negotiable Certificate Of Deposit	9/28/2012	0.850	170,000.00	170,000.00	169,951.91	9/28/2016	272
First Financial Bank, FL 0.7 8/24/2016	32021MDF3	1.76	Negotiable Certificate Of Deposit	8/24/2012	0.700	205,000.00	205,000.00	204,807.59	8/24/2016	237
Medallion Bank, UT 0.85 10/26/2016	58403BZD1	2.07	Negotiable Certificate Of Deposit	10/26/2012	0.850	240,000.00	240,000.00	239,840.66	10/26/2016	300
Merrick Bank, UT 0.7 6/30/2016	59012YX93	2.07	Negotiable Certificate Of Deposit	10/30/2012	0.700	240,000.00	240,000.00	239,963.69	6/30/2016	182
Sallie Mae Bank, UT 1.3 8/29/2016	795450PD1	2.07	Negotiable Certificate Of Deposit	8/29/2012	1.300	240,000.00	240,000.00	240,732.41	8/29/2016	242
Toyota Financial Savings, NV 0.9 3/21/2016-12	89235MFL0	2.07	Negotiable Certificate Of Deposit	3/21/2012	0.900	240,000.00	240,000.00	240,220.49	3/21/2016	81
<b>Sub Total / Average</b>		<b>11.50</b>			<b>0.890</b>	<b>1,335,000.00</b>	<b>1,335,000.00</b>	<b>1,335,516.75</b>		<b>216</b>
<b>Total / Average</b>		<b>100</b>			<b>0.406</b>	<b>11,615,509.94</b>	<b>11,605,128.69</b>	<b>11,611,609.11</b>		<b>66</b>



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

BOARD MEETING OF: March 9, 2016  
AGENDA ITEM NUMBER: 5A

APPROVED BY:



Redevelopment Manager



Executive Director

**Subject:** Consideration of a Resolution 5A1 Approving a Lease Agreement with Louie Fimbrez for Office Building at 5 East Yosemite Avenue  
Or  
Consideration of a Resolution 5A2 Approving an Agreement Between S.I.M. Architects, and The Successor Agency to The Former Madera Redevelopment Agency For Architectural Design and Development Services Related to the Remodel of 5 East Yosemite Avenue

**Summary:** The Successor Agency will consider a resolution approving a lease agreement with Louie Fimbrez for 5 East Yosemite Avenue  
Or  
Consider a Resolution approving an agreement with S.I.M. Architects in an amount not to exceed \$44,700.00 for the design and development remodel of 5 East Yosemite Avenue

## SITUATION

### **Option 5A1 –**

Louie Fimbrez has contacted the Agency and requested to lease the Agency owned office building at 5 East Yosemite Avenue (the Office). The business use will be Mortgage Lending. Mr. Fimbrez (the tenant) currently has a successful business at E Street and 2<sup>nd</sup> Street and would like to move to the preferred address on Yosemite Ave. It will be a one year lease with the option to renew. The proposed lease amount is \$1,000.00 per month. Tenant will pay utilities and association fees. The office currently is in need of repair to become usable office space. The tenant will do the improvements as needed in lieu of the first three months rent. It is anticipated that the lease will begin on April 1, 2016.

### **Option 5A2**

Previously the Agency Board approved an agreement with S.I.M. Architects to provide conceptual floor plans and exterior elevation studies for the remodel of the existing two story, approximately 3,584 square foot, building located at 5 E. Yosemite Avenue. This work has been completed and the remodel of the project is ready to move forward. S.I.M. Architects has submitted a proposal for architectural design and development services to complete the remodel project at 5 E. Yosemite Avenue. The scope of the project is for changing the existing

2 story interior space into a single story lease space suitable for office use or small retail space. Existing electrical, plumbing and mechanical systems are to be replaced and updated per current code requirements. The exiting building is to be modified as necessary to comply with current accessibility requirements. This action is on the approved ROPS line item 150.

### **RECOMMENDATION**

Staff recommends the Successor Agency adopt the resolution approving the Lease Agreement with Louie Fimbres for the office at 5 East Yosemite. This will put the office to use making one less vacant building downtown and allow the estimated rehab cost of close to \$500,000 to be used on other projects to further Agency objectives

JET:cm

Attachments:

- Resolution (Agency)
- Agreement
- S.I.M Contract Exhibit

RESOLUTION NO. SA 16-

RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, APPROVING AGREEMENT WITH S.I.M. ARCHITECTS, FOR ARCHITECTURAL SERVICES RELATED TO THE 5 EAST YOSEMITE AVENUE REMODEL PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

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, pursuant to the CRL, the Agency is a body corporate and politic; and

WHEREAS, the CRL authorizes the Agency to assist in the elimination of blight within the Madera Redevelopment Project Area; and

WHEREAS, the Agency is in need of architectural design and development services (“Services”) for the 5 East Yosemite Avenue remodel project in the Redevelopment Project Area; and

WHEREAS, S.I.M. Architects, (“S.I.M.”) is an organization that is qualified to provide such services; and

WHEREAS, the Agency has prepared an agreement with S.I.M. for Services (“the Agreement”) and such Agreement is on file in the office of the Executive Director of the Agency and referred to for more particulars.

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

1. The recitals listed above are true and correct.

2. The Agreement with S.I.M. Architects for Architectural Services related to the 5 East Yosemite Avenue remodel project, a copy of which is on file in the office of the Executive Director and referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the Agreement on behalf of the Agency.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**AGREEMENT BETWEEN S.I.M.  
ARCHITECTS, AND THE SUCCESSOR  
AGENCY TO THE FORMER MADERA  
REDEVELOPMENT AGENCY FOR  
ARCHITECTURAL SERVICES RELATED TO  
THE REMODEL OF 5 EAST YOSEMITE  
AVENUE**

This Agreement made and entered into this 9<sup>th</sup> day of March, 2016, between the Successor Agency to the Former Madera Redevelopment Agency, hereinafter called "Agency," and S.I.M. Architects, 7591 N. Ingram #101, Fresno, Ca 93711, hereinafter called "S.I.M."

**RECITALS**

- a. In an effort to improve the safety, function and aesthetic quality of the Redevelopment Project Area for future development, the Agency has requested a proposal for architectural services for the 5 East Yosemite Avenue Remodel Project (the "Project").
- b. Agency requires architectural services of a qualified specialist for design and development services.
- c. Agency has determined that S.I.M. is a firm having the necessary experience and qualifications to provide design and development services for such project.

**AGREEMENT**

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

1.0 Services. The Agency hereby employs S.I.M. to perform the design and development services herein set forth at the compensation and upon the terms and conditions herein expressed, and S.I.M. hereby agrees to perform such services for said compensation, and

upon said terms and conditions. Said services to be performed pursuant to this Agreement are more particularly described in Section 2.0.

2.0 Obligations, Duties and Responsibilities of S.I.M.. It shall be the duty, obligation and responsibility of S.I.M., in a skilled and professional manner, to perform, furnish and supply to the Agency the architectural design and development services ("Services") required pertaining to the Remodel of the former Madera Redevelopment Agency Office located at 5 East Yosemite Avenue, Madera CA "Architect's Services", on Task 1 thru 5 of the proposal, dated February 29, 2016, from S.I.M. to Agency, attached hereto as "Exhibit A" and incorporated herein as though fully set forth. This Agreement shall prevail should there be any discrepancies between "Exhibit A" and this Agreement.

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

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

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



obligations to be disclosed.

3.0 S.I.M.'s Fees and Compensation: Amount: How and When Payable.

3.1 Fees - For all the work and services, including supplies and equipment, pertaining to the Project and required to be furnished by S.I.M. to the Agency, Agency agrees to pay to S.I.M., and S.I.M. agrees to accept as payment in full, compensation on a lump sum fee basis as indicated in "Exhibit A" in an amount not to exceed a total of \$44,700.00. It is understood and agreed to by both parties that all expenses incidental to S.I.M.'s performance of services pursuant to this agreement will be actual cost reimbursement, and are included in the basic fee.

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

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

5.0 Time of Completion. Agency and S.I.M. agree that time is of the essence in each and every term of this Agreement, and that the Project will be completed within a reasonably expeditious time period, but in no event to exceed 90 days from the date of this Agreement.

6.0 Compliance With Laws. S.I.M. shall comply with all Federal, State and local laws,

ordinances, regulations and provisions applicable in the performance of S.I.M.'s services.

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

7.0 Ownership of Documents.

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

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

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

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

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

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

8.1 Insurance Certificate. S.I.M. will provide current certification of said insurance to the Agency concurrent with execution of this Agreement. S.I.M. agrees to provide Agency with any and all updates of said insurance certificates upon request of Agency.

8.2 Agency Provided Information. S.I.M. shall not be liable for any incorrect advice, judgment or decision based on any inaccurate information furnished by Agency, to the extent

that such inaccurate information contributed to the rendering of such incorrect advice, judgment or decision.

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

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

Because of its status as an independent contractor, S.I.M. shall have absolutely no right to employment rights and benefits available to Agency employees. S.I.M. shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee

benefits. In addition, S.I.M. shall be solely responsible, and shall hold Agency harmless from all matters relating to payment of S.I.M.'s employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, S.I.M. may be providing services to others unrelated to Agency or to this Agreement.

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

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

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

13.0 Amendments. Any changes to this Agreement requested by either Agency or S.I.M. may only be effected if mutually agreed upon in writing by duly authorized

representatives of the parties hereto. This Agreement shall not be modified or amended, or any rights of a party to it waived, except by such a writing.

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

Notice of termination shall be mailed to the Agency:

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

To the Consultant:  
S.I.M. Architects  
c/o John H. Smith, A.I.A.  
7591 N. Ingram #101, Fresno, CA 93711

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

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

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

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

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

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

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

\* \* \* \* \*



SUCCESSOR AGENCY to the former  
Madera Redevelopment Agency

S.I.M. ARCHITECTS

By: \_\_\_\_\_  
Robert Poythress, Mayor

By: \_\_\_\_\_  
John H. Smith, A.I.A.

APPROVED AS TO FORM:

ATTEST:

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

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

February 29, 2016

**Mr. Jim Taubert**  
Successor Agency to the Madera Redevelopment Agency  
428 E. Yosemite Drive  
Madera, CA 93638

**Re: Remodel of the former Madera Redevelopment Agency Office located at 5 E. Yosemite Avenue, Madera, CA**

Dear Jim;

It is our pleasure to submit this proposal for architectural services to be performed by S.I.M. Architects in connection with the design and development of your remodel project mentioned above.

**1. Architect's Basic Services shall include:**

- A. Meet with Successor Agency to the Madera Redevelopment Agency for requirements of the proposed remodel. Remodel scope is for changing the existing 2 story interior space into a single story lease space suitable for office use or small retail space. Existing interior partitions and finishes are to be completely removed. Existing electrical, plumbing and mechanical systems are to be replaced and updated per current code requirements. The exterior of the existing building to be modified as necessary to comply with current accessibility requirements.
- B. Once schematic design drawings are approved, provide schematic construction budget.
- C. Preparation of construction documents, specifications and drawings which will set forth the requirements for the construction and bidding of the proposed project. Documents shall illustrate in detail and prescribe the work to be done and the materials, workmanship, finishes, equipment and such further essentials as may be appropriate for architectural, interior design, electrical, plumbing, mechanical systems, civil and structural elements of the proposed structure. Architect shall prepare cost estimate when documents are complete. Architect shall respond to RFIs during bidding and prepare addenda accordingly.
- D. Review of shop drawings, product data and samples as requested by contractor, but only for conformance with the design concept. Review of shop drawings, product data and samples shall not include review of dimensions, quantities, calculations, weights, fabrications process, construction means and methods, coordination of trades or safety factors.
- E. Assisting Owner in filing required documents for approval by governmental authorities and back-checking these plans for approval as pre-requisite of contractor obtaining a building permit. Owner shall pay all fees (plan check, permits, etc.).
- F. The Architect shall advise and consult with the Owner during construction until final payment to the Contractor is due. The Architect shall visit the site at intervals appropriate to the stage of construction to become generally familiar with progress and quality of work completed and it's compliance with Construction Documents. Architect shall respond to RFIs and prepare change orders as required. Architect shall prepare punchlist when construction is deemed complete and prepare certificate of completion.

2. Any work not specifically set forth and/or any work not customarily performed by the architect to further the basic services set out in Paragraph I herein above at the following rate schedule:

Principal Architect.....	\$160.00/Hour
Architect/Associate .....	\$120.00/Hour
Project Manager .....	\$100.00/Hour
Interior Designer .....	\$100.00/Hour
CAD Technician.....	\$90.00/Hour
Clerical.....	\$60.00/Hour

3. Owner will furnish, at Owner's expense, a set of as-builts, giving, as required, and contours of the building site; locations, dimensions, and complete data pertaining to existing buildings, other improvements and trees; full information as to available service and utility lines, both public and private.

4. Reimbursable expenses include actual expenditures made by the architect in the interest of the project for:

- A. Fees paid for securing approval of authorities having jurisdiction over the project;
- B. Renderings and models requested by the owner.
- C. Expense of overtime work requiring higher than regular rates, if authorized by the owner.
- D. Expense of reproductions, postage and handling of drawings, specifications and other documents.
- E. Expense of transportation in connection with the project; expenses in connection with authorized out of town travel and long distance communications.
- F. Expense of additional insurance coverage or limits, including professional liability insurance, requested by the owner in excess of that normally carried by the architect and architect's consultants.

5. It was determined that the architectural fee for the above services would be as follows:

**A. Tenant Improvement Project**

Based on a \$447,000.00 Construction Budget (estimated by Architect), the Architect's fee (including electrical, structural, plumbing, mechanical and civil engineering) shall be \$44,700.00. Actual fee will be 10% of Final Construction Budget and adjusted at time of final billing.

Jim, I hope this covers all areas of your concern. Please call me if you have any questions. We are very excited to work with you and the Successor Agency to the Madera Redevelopment Agency on this interesting and challenging project. Thanks for your consideration.

Sincerely,

S.I.M. ARCHITECTS



John H. Smith, A.I.A.

JHS/eg

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

**BOARD MEETING OF:** March 9, 2016

**AGENDA ITEM NUMBER:** 6A

**APPROVED BY:**

  
Executive Director

  
Redevelopment Manager

**Subject:** Joint Public Hearing Regarding Consideration of Resolutions Approving 33433 Report and Approval of Sale of Real Property Located at 303 East Central Avenue (APN 007-021-001) to Alejandro Lopez Vivas and Irma Pacheco Matias

**Summary:** This is a noticed public hearing between the City Council and the Successor Housing Agency regarding the sale of property located at 303 East Central Ave. The buyer is Alejandro Lopez Vivas and Irma Pacheco Matias, and the sales price is \$163,000.00.

**HISTORY/BACKGROUND**

By previous action, the Madera Redevelopment Agency approved a Disposition and Development Agreement, Construction Loan Agreement, and Promissory Note for housing at 303 Central Avenue, 1220 Nebraska Avenue and 1224 Nebraska Avenue. The action was taken right at the downturn of the housing market and Mr. Kyriss was unable to get an appraisal to support the sales price.

On January 14, 2009, the Agency amended the Disposition and Development Agreements and Promissory Notes and converted the Construction Loans to permanent loans based upon the following terms and conditions:

1. Thirty (30) year amortization with a five (5) year call.
2. Four (4) percent interest rate.

In mid- 2011, Mr. Kyriss began falling behind on his payments and eventually stopped making payments agreeing to accept a Deed in Lieu of Foreclosure.

On July 11, 2012 the Successor Housing Agency adopted a resolution accepting the Grant Deeds in Lieu of Foreclosure for real property located at 303 East Central Avenue, Madera, CA. At that time the tenants in the property were allowed to continue to rent the unit and remain in the unit today.

**SITUATION**

The current tenants have requested to purchase the property. The Successor Housing Agency normally requires an affordability covenant be recorded with the sale of its housing



units. During the sales process, the terms of the Affordability Covenant and Restrictions were explained to the buyers. They are requesting to purchase the property at the appraised value of \$163,000.00 without being required to sign the Affordability Covenant and Restrictions. They have been tenants at this property for the past six (6) years and wish to purchase the home and become home owners.

This property, which is currently being rented and the Agency holds the position as "landlord," has created a different situation for the Agency, for which there are two scenarios for the Agency to consider.

1. The Agency can approve the sales agreement with Alejandro Lopez Vivas and Irma Pacheco Matias, allowing them to purchase the property at the fair market value of \$163,000.00, or
2. The Agency can require the tenants to vacate the property, allowing the Agency to rehab the property, establish the rehabbed fair market value, and offer the property for sale to an income eligible family who would be required to meet the income eligibility requirements and execute the Agency's affordability agreements.

Given the Agency's three (3) year relationship with Alejandro Lopez Vivas and Irma Pacheco Matias as outstanding tenants, making monthly lease payments on time, exhibiting excellent property maintenance standards, and who now desire to become home owners, staff feels it's in the best interest of the Agency, as well as Alejandro Lopez Vivas and Irma Pacheco Matias and their family, to allow them to purchase the home at the appraised value of \$163,000.00, without covenants and restrictions.

### **RECOMMENDATION**

Staff recommends the following actions:

1. The City Council adopt the resolution approving the sale of property located at 303 East Central Avenue to Alejandro Lopez Vivas and Irma Pacheco Matias that was acquired with tax increment and making related findings. The sales price is \$163,000.00.
2. The Successor Housing Agency adopt the resolution approving the sale of property located at 303 East Central Avenue.
3. The Successor Housing Agency adopt the resolution approving the Agreement for Purchase and Sale of Real Property and Escrow Instructions with Alejandro Lopez Vivas and Irma Pacheco Matias for property located at 303 East Central Avenue.

JET:bw

Attachments:

-33433 Report

-Resolutions (City & Successor Housing Agency)

- Agreement for Purchase/Sale of Real Property and Escrow Instructions



**REVISED SUMMARY REPORT PURSUANT TO SECTION 33433 OF THE  
CALIFORNIA COMMUNITY REDEVELOPMENT LAW ON A  
PURCHASE AND SALE OF REAL PROPERTY AGREEMENT BY AND BETWEEN THE  
SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT  
AGENCY AND  
ALEJANDRO LOPEZ VIVAS AND IRMA PACHECO MATIAS**

This revised summary report has been prepared for the Successor Housing Agency to the Former Madera Redevelopment Agency ("Agency") pursuant to Section 33433 of the California Health and Safety Code. This report sets forth certain details of the proposed revised Purchase and Sale of Real Property Agreement ("Agreement") between the Agency and Alejandro Lopez Vivas and Irma Pacheco Matias ("Buyer"). The site is located at 303 East Central Avenue in Madera, CA.

I. A copy of the proposed Agreement between the Agency and Buyer is available upon request to the Agency, 428 E. Yosemite Avenue, Madera, California, 93638, telephone (559) 661-5110.

II. The cost to the Agency to develop the property, including land acquisition costs and rehabilitation costs, is summarized as follows:

A. The cost of the Agreement to the Agency is:

1. Acquisition of Land	\$125,000.00
2. Title Co. – Escrow Fees/Title Report	959.00
3. Appraisal Fees	1100.00
4. Construction loan to Kyriss	160,000.00
5. Engineering Costs	11,600.00
6. Demolition	20,726.00
7. Maintenance of Property	920.25
8. Property Taxes	6,310.78
9. Utility Services	5,089.38
10. Public Noticing	374.40
11. <b>Sub Total</b>	<b>\$326,990.43</b>
12. Less: Original sale of lot to Kyriss	(29,476.05)
13. Less: Tenant rent August 2012 to August 2015	(45,150.00)
14. Less: Payments received on Construction Loan	(23,902.68)
15. Less Land Sale Proceeds (net est. escrow fees)	<u>(157,423.00)</u>
16. <b>Net Cost to Agency</b>	<b><u>\$71,038.70</u></b>

B. In addition to the cost information above, the sales price is reflective of conditions for development placed on the project and includes the limitation that the Agency must rehabilitate one (1) single-family dwelling unit which can only be sold to very low, low or moderate income persons or families.

C. The highest and best use permitted under the City of Madera General Plan is for residential use of the property. The estimated value of the interest conveyed, determined the highest uses permitted for the area is \$163,000.00.

D. The purchase price pursuant to the proposed agreement is \$163,000.00.

E. The amount of the purchase price is based upon an appraisal of the property conducted on February 18, 2016 by Johnson Real Estate Appraisal and is considered to be fair market value of the subject parcel. The cost of the property to the Agency is more than the purchase price. However, staff is of the opinion that the

cost to the Agency and the purchase price are justified based on several factors, including:

1. The proposed agreement will eliminate a blighted condition in the area.
2. The proposed agreement will increase and improve the supply of affordable housing for very low, low and moderate-income persons or families.
3. The proposed agreement will generate additional tax revenues and attract new investment beneficial to the citizens of Madera.
4. The proposed agreement will further the objectives of the Redevelopment Agency.
5. The purchase price is consistent with other sales in the area.

### III. Salient Points of the Agreement

- A. The proposed project is located at 303 East Central Avenue, Madera CA 93638. The Agency constructed one (1) single-family home at the site.
- B. Buyer's Responsibilities
  1. The Buyer will purchase the property from the Agency for \$163,000.00
  2. The Buyer certifies that they qualify as a low and/or moderate income household as defined in the Health and Safety Code, and shall occupy the residence as the Buyer's principle place of residence.
- C. Agency Responsibilities
  1. The Agency will convey the property to the Buyer for \$163,000.00 The home and sales price are described as follows:
    - a. 5 bedroom / 2 bath = \$163,000.00
    - b. Square Footage – 1,817 sf home/9,738 sf lot
    - c. Year built 2008

### IV. Blight Elimination

The proposed sale as contained in the Agreement is essential to the stimulation of new investment in the Project Area. The sale of one (1) single-family home will increase economic activity in the area, thus strengthening the area for future development, while eliminating a blighted condition.

Additionally, this sale will assist in the providing of housing for low or moderate-income household.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING SALE OF PROPERTY KNOWN AS 303 EAST CENTRAL AVENUE ACQUIRED BY TAX INCREMENT BY THE FORMER MADERA REDEVELOPMENT AGENCY AND MAKING FINDINGS RELATED THERETO

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

WHEREAS, the Agency has acquired certain property specifically described on Exhibit "A" attached hereto and generally described as 303 East Central Avenue (the "Subject Property"); and

WHEREAS, the sales price for the Subject Property is not less than the fair market reuse value of the parcel; and

WHEREAS, a public hearing concerning sale was duly noticed and came on for hearing on March 9, 2016.

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

1. The above recitals are true and correct
2. The sale of the Subject Property is consistent with the implementation plan adopted pursuant to Section 33490 of Community Redevelopment Law, California Government Code Sections 33000 *et seq.*
3. The consideration to be paid for the Subject Property is not less than the fair market reuse value at its highest and best use in accordance with the Former Madera Redevelopment

Agency Redevelopment Plan.

4. The sale of the Subject Property is hereby approved.
5. This resolution is effective immediately upon adoption.

\* \* \* \* \*

RESOLUTION NO. SHA

RESOLUTION OF THE CITY OF MADERA AS SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY MADERA, CALIFORNIA APPROVING THE SALE OF PROPERTY LOCATED AT 303 EAST CENTRAL AVENUE LOCATED IN THE CITY OF MADERA

WHEREAS, Alejandro Lopez Vivas and Irma Pacheco Matias have applied to purchase property from the Successor Housing Agency for owner occupancy located at 303 East Central Avenue (the "Project"); and

WHEREAS, the proposed owner occupancy of the home is consistent with the general plan designation of the property as single family use.

WHEREAS, a Purchase and Sales Agreement (the "Agreement") has been prepared and is on file in the office of the Executive Director of the Successor Agency to the Former Madera Redevelopment Agency and referred to for more particulars; and

WHEREAS, the purpose of the sale of the property is to effectuate the Redevelopment Plan of the City of Madera (the "Plan"); and

WHEREAS, the sale of the property is in the best interest of the Buyer and Successor Housing Agency in that it will assist in the elimination of blight in the Northeast area of Madera.

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

1. Each of the above recitals is true and correct.

2. Based upon the general plan conformity determination dated February 23, 2016, the approval of the sale of the property is in the best interest of the City of Madera, and the Successor Housing Agency finds the proposed single family use is consistent with the general plan.

3. The consideration to be paid for the Subject Property is not less than the fair market reuse value at its highest and best use in accordance with the Redevelopment Plan.

4. The Successor Housing Agency to the Former Madera Redevelopment Agency approves the sale of 303 East Central Avenue to Alejandro Lopez Vivas and Irma Pacheco Matias.

5. The Purchase and Sales Agreement (the "Agreement") has been prepared and is on file in the office of the Executive Director of the Successor Housing Agency to the Former Madera Redevelopment Agency and approved as to form by the General Counsel of the Successor Housing Agency.

5. This resolution is effective immediately upon adoption.

\* \* \* \* \*



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

The CITY OF MADERA AS SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter called the "Agency," agrees to sell to Alejandro Lopez Vivas and Irma Pacheco Matias, hereinafter called the "Buyer," the real property commonly known as 303 East Central Avenue, Madera, California / APN: 007-021-001 which is more fully described in Exhibit "A" attached hereto (the "Subject Property").

1. The purchase price for the Subject Property shall be the sum of One Hundred Sixty Three Thousand and no/one hundredths dollars (\$163,000.00) as just compensation therefor.
2. Agency warrants that the Subject Property has been offered for sale and that it is not being acquired under threat of condemnation.
3. Agency represents and warrants that they have the authority to make the agreement herein made, and that they hold fee title to the Subject Property.
4. The sale shall be completed through an escrow to be opened by Chicago Title Company, 1653 North Schnoor Avenue, Suite 107, 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 CLTA Owner's Policy of Title Insurance, and recording fees (if any) 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 all closing costs in connection with Buyer's new loan in escrow upon receipt of a demand and statement from Title Company therefore.
  - 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 60 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.

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 agency, 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.

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.

[signatures on next page]

BUYER: Alejandro Lopez Vivas and Irma Pacheco Matias

By: \_\_\_\_\_  
Alejandro Lopez Vivas      Date

By: \_\_\_\_\_  
Irma Pacheco Matias      Date

This Agreement is executed by the Seller, by and through the Mayor of the City of Madera, as Successor Housing Agency to the former Madera Redevelopment Agency pursuant to the authority granted by the Agency on March 9, 2016.

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

APPROVED AS TO FORM:

City of Madera, as Successor Housing Agency  
to the Former Madera Redevelopment Agency

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

ATTEST:

By: \_\_\_\_\_  
Robert Poythress, Mayor

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

*ATTACH NOTARY ACKNOWLEDGMENTS*