

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

April 13, 2016
6:00 p.m.

City Hall
Council Chambers

1. CALL TO ORDER

Mayor/Housing Authority Commissioner Robert L. Poythress 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/Commissioner Robert L. Poythress
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: None

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

City of Madera staff members present: City Administrator David Tooley, Neighborhood Preservation Supervisor Viola Rodriguez, Neighborhood Preservation Specialist Maribel Hernandez, Neighborhood Preservation Specialist Andrew Martinez, Neighborhood Preservation Specialist Steve Montes, Neighborhood Outreach Assistant Christina Herrera and Parks Planning Manager John Scarborough.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Poythress

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 Poythress closed the Public Comment portion of the meeting.

Mayor Poythress recessed 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.

Housing Authority Chairperson Derek Robinson opened the Regular Meeting of the Housing Authority of the City of Madera, calling for items as listed on the agenda. The Housing Authority meeting was adjourned at 6:27 p.m.

Mayor Poythress 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 6:28 p.m.

PRESENTATIONS

Former Agency Member Sally Bompreszi

This item was pulled and no presentation was given.

INTRODUCTIONS

There are no items for this section.

2. WORKSHOP

Viola Rodriguez thanked council members for allowing the Neighborhood Revitalization Department to share this information on our activities. We trust that you will find these presentations informative and at the end of the presentations we hope you will provide some feedback and/or direction you would like to see incorporated into these processes.

Mobile Vendor Presentation by Neighborhood Revitalization Department

Neighborhood Preservation Specialist Maribel Hernandez stated that this presentation is to inform you on our process regarding illegal vendors. We have had an increase in complaints. When we receive complaints regarding illegal vendors during work hours we address them immediately. Unfortunately, most illegal vendors operate after hours, a lot of them know they are not supposed to be doing that and they work on nights and weekends. Those complaints take a little bit longer to address. The types of violations that we typically see out there are lack of business license, no use permits and no health permit issued by Environmental Health. A lot of the times we have mobile vendors that have permits, but they like to pick a spot and stay there for hours. They like to post up shop in vacant lots and public right of way and they are not supposed to do that.

Mobile vendors like to set up in medians, curbs and sidewalks. That is a violation and they cannot do that. They are not supposed to be at a location more than thirty (30) minutes and they cannot return to a location within an hour. Also, temporary use permits are given for holidays such as Valentine's Day and Mother's Day.

Mrs. Hernandez provided images of a Fresno vendor coming and illegally setting up shop in a vacant lot with an outdoor restaurant with lighting, tables and music. We went out there with Environmental Health. We issued a notice and Environmental Health confiscated their food.

Another hot topic right now is people selling cellphones. You will see them throughout the city. They are not supposed to be out there and they think they are exempt and they do not have use permits. This is something we will be addressing. Mayor Pro Tem Rigby asked why do they feel like they are exempt? Mrs. Hernandez explained that because they are selling Lifeline "Obama" phones and it is government affiliated. However they are still required to obtain the proper permits.

Mrs. Hernandez presented images showing a woman selling homemade gift baskets with creams and oils. This is hazardous because we don't know what is in the oils and someone can have an allergic reaction. She did not have permits or permission to be there.

When you purchase food from an unlicensed mobile vendor, we do not know where this food comes from. It could be somebody has a slaughterhouse in their garage or backyard. Meat that has been previously cooked and frozen. We do not know how old it is, how many times they reheated it or when

it was cooked. All they are doing is let it melt and put it the grill as if it is fresh and it is not. So next time you buy tacos make sure it is from a licensed vendor because you don't know where it comes from.

Mrs. Hernandez reported that unlicensed mobile vendors can cause an increase in blight. They do not care about keeping the city clean. They let their customers dump their trash all over the place. They don't mind leaving/dumping whatever they do not sell on the floor. Also, this is a revenue loss for our permitted businesses. We have hardworking people that pay their taxes and get their business license. It is not fair that they have to compete with these people that are not doing the same.

Mrs. Hernandez explained that our plan of action will be that we are planning to do surprise inspections four (4) times a year. If we get a complaint during work hours we will go out immediately. If we receive a complaint after work hours, we will make arrangements to go out and address the complaint. We will be handing out informational brochures in English and Spanish. We will be issuing notices of violation to any illegal vendors that we see out there. We collaborate with Environmental Health on food vendors, they have authorities that we don't. They have the authority confiscate. We issue citations on repeat offenders. Our objective is to promote a safe and healthy city. We want to educate vendors. Also, we would like to encourage vendors to thrive by following the rules.

Council Member Holley asked if a store can cook outside. Mrs. Hernandez responded they can if it is in their use permit.

Council Member Rigby asked if the owners of vacant lots where some of these vendors are setting up are liable. Mrs. Hernandez responded that the vendor and the property owner will be issued a notice.

Council Member Robinson asked about the taco truck on Kennedy Street next to ponding basin. Mrs. Hernandez stated that they may be licensed but they may still be in violation because they are there for longer than 30 minutes. We will check it out.

Council Member Rigby stated I appreciate you bringing up the cellphone vendors. I have been meaning to call to find out what are the parameters. Thank you this is a great presentation. I needed to see this workshop.

Mrs. Hernandez stated if you have any questions, please contact our office we will be more than happy to go over anything.

Illegal Signage Presentation by Neighborhood Revitalization Department

Neighborhood Preservation Specialist Andrew Martinez reported that we want to give you information on the type of enforcement we will be conducting on illegal signs. Because in the very near future you may be receiving phone calls from business owners. Also we are open for some feedback.

Signs are a part of our everyday life. Whether you realize it or not, think of how many signs you passed today. You may have passed stop signs, speed limit signs, street signs and business signs. They are trying to get your attention and they are everywhere.

The City of Madera defines signs as any figure, character, outline, announcement, declaration, demonstration, illustration, emblem, words, numerals, letters, attention attracting displays, painted, illuminated, posted, affixed to any surface to attract the attention to the premises or to advertise or promote the interests any person, activity, business or enterprise placed so it is clearly visible to the general public. We are trying to balance is that signs have a huge impact on the quality of economic growth in our city. On the other hand, signs can also carry a potential danger of compromising public safety and the natural beauty of our city. It is always our intention that we do want businesses to thrive, but it should never come to the expense of public safety and preserving the natural beauty of our city.

Mr. Martinez stated that when he was given this task, he drove around the city and did not have to drive very far before he found his first violation. You can see where there are holes drilled into our sidewalks. Obstruction of public right of way, on some of these you have to snake your way through just to get around some of these signs. Again they are all trying to get your attention and they will put them anywhere they can to do that. Banners are a great way to advertise, but they should always be temporary and not a permanent sign. The park strip is a public right of way and it goes from one side of the sidewalk to the other side of the sidewalk and you cannot obstruct or impede that. Also just because there is not a sidewalk that does not mean it is not considered a public right of way and a pedestrian cannot walk there. By placing items such as signs there, you will be forcing a pedestrian to walk on the street. Also signs can be a potential traffic hazard; they can impede your view of oncoming traffic. There are hundreds of illegal signage out there and it will take a lot of man hours to do the enforcement on this. Portable signs such as feathers, stabbers, A frames and I frames can all blow in the wind and fall into the street. Vehicle signs are prohibited only where the primary purpose of the vehicle is solely advertising. For example FedEx their sole purpose is to be a delivery truck versus a trailer parked in a parkway or driving around town that is a moving billboard.

Examples of prohibited signs include:

- Anything offensive, lewd and obscene in nature.
- Should not imitate a traffic sign.
- Nothing in the right of way. Not to be on trees or utility signs
- Moving signs. Includes flashing, blinking or something that would distract you.
- Wind blowing signs. Wind feathers or stabbers. These can potentially blow on to oncoming traffic.
- Should never obstruct visibility creating hazard to the public.
- Vehicle signs. Where their sole purpose is advertising.

Exempt signs include:

- Public information signs.
- Road signs.
- Stop signs.
- Real estate signs (during sale only).
- Construction signs.
- Yard sale signs. During the event, they are exempt.
- Political signs (during election only).

All these signs are exempt but the sign shall not be placed on the public right of way or create a hazard to the public.

Mayor Pro Tem Rigby asked if yard sale signs on utility poles are illegal. Mr. Martinez responded that if the utility pole is in the public right of way the sign is illegal.

Neighborhood Revitalization Department's plan of action is:

- Address all violations at one time. This will help avoid citizens of Madera from feeling targeted and it will allow businesses to have equal signage opportunities.
- Have a face to face visit with each location and pass out brochures.
- Do a short educational video that we will also post on facebook.
- Send out courtesy mailings to people that were not available during our visit and they will be given a specific timeframe on when the illegal signs are to be removed.
- If the violation is not removed within timeframe, they shall receive a Notice of Violation. Those are good for one year. Any time after that they can receive a citation.

The citation is a last resort. We are talking about a whole process from handshakes, education, brochures, mailings and then a citation.

Council Member Robinson asked if the chicken on East Yosemite Avenue and D Street is illegal. Mr. Martinez responded that he is considered a human waiver. There is nothing against someone

wearing a costume and walking around the city. He is not wearing a logo or sign, but we can look into it. They try to find little ways around the sign ordinance.

Mayor Pro Tem Rigby stated that he was approached by a business owner in his district. The City's trees are growing to a level that is blocking their sign. When the sign was installed the trees were not nearly as big as they are now. What is our answer to that call? Mr. Martinez responded that we will go out and look at it because the maintenance of that tree could be the responsibility of that property owner even if it is on the public right of way. If you can give us information on that, we can address this. Mayor Pro Tem Rigby stated that he would like that and a follow-up.

Executive Director Taubert stated that what we intend to do is shut everything down for a week and only address signs. We will let you know when that will happen so you can be prepared.

Council Member Holley asked what about a store that has signs covering the whole front part of the store? Mr. Martinez responded by saying our priority right now is public safety, obstructions of right way and things that can blow in to oncoming traffic. But of course that can change according to what our management tells us to do.

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, Item 3A was provided to the City Council and staff. If you wish to obtain a copy of this item, it is located on the podium.

Mayor Poythress 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 – March 9, 2016 (City/Successor Agency/Successor Housing Agency)**
- 3B. Listing of Warrants Issued from March 1, 2016 to March 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 March 31, 2016 (City)**
- 3G. Update on Neighborhood Outreach Activities (City)**
- 3H. Consideration of a Resolution Approving an Increase in the Construction Contingencies for the Riverwalk Drive Improvement Project City of Madera Project No. ST 10-03 and Approving Change Order No. 2 for Installation of Sewer Main Improvements and Sewer Laterals to Service Redevelopment Agency Parcels Proposed for Development and Installation of a Boundary Fence (Successor Agency)**
- 3I. Consideration of a Resolution Approving a Contract with the Public Restroom Company for the Purchase of a Self Enclosed Modular Restroom Facility for the Centennial Park Playground Project and Authorizing the Mayor to Sign on Behalf of the City (City)**

Mayor Poythress 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 6/0 vote: Ayes: Council Members Poythress, Rigby, Robinson, Oliver, Medellin and Holley; Noes: None; Abstain: None; Absent: None; resulting in the unanimous approval of the Minutes of the Joint Meeting of the Special Meeting of the Madera City Council, Regular Meeting of the City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Successor Housing Agency for March 9, 2016 and resolutions SA 16-05 and CC 16-45.

4. PROJECTS AND REPORTS

There are no items for this section.

5. AGREEMENTS

There are no items for this section.

6. HOUSING

6A. Consideration of a Resolution Approving an Agreement Between Villa Di Ubaldo, and The Successor Housing Agency to The Former Madera Redevelopment Agency For Design Architectural Services Related to Riverwalk and Riverside Subdivisions (Successor Housing Agency)

Mayor Poythress abstained from this item due to a conflict of interest. He then handed over gavel to Mayor Pro-Tem Rigby.

Executive Director Taubert reported that prior to dissolution we have been acquiring a lot of property on what is now known as the Riverwalk Subdivision. If you go down there you will see a lot of improvements going in. Because of dissolution we were never able to complete the acquisition of probably six (6) or seven (7) parcels needed to build out typical R1 subdivision. As a result we have fourteen (14) or fifteen (15) lots. Our typical lot size when we do infill or build subdivisions is 50 x 100. Because the land is irregular, we have many that are 50 x 80. So our standard plans do not fit on these lots. Additionally we acquired the Riverside Villas Subdivision which we will be awarding the bid in May. But the problem is that subdivision was set up for a market that did not exist. The previous developers intended to build two (2) story homes and sell them for \$500,000 - \$600,000. So the lot size is configured to accommodate two (2) story structures, which is not the market we are going for. So what we are doing is hiring Villa Di Ubaldo to give us four (4) site plans ranging from 1,200 sq. ft to 1,500 sq. feet. This will be everything down to plumbing, electrical and specific designs for these irregular lots. Some of our builders are not suited to switch gears on such short notice and totally redesign a home for a lot size they may never see again. His recommendation is to adopt the resolution and the agreement with Villa Di Ubaldo.

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

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

SHA 16-04 RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, APPROVING AGREEMENT WITH VILLA DI UBALDO, FOR DESIGN ARCHITECTURAL SERVICES RELATED TO THE RIVERWALK AND RIVERSIDE SUBDIVISION PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

*On motion by Council Member Holley, seconded by Council Member Robinson, **Resolution Number SHA 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: Mayor Poythress; Absent: None.

The gavel was given back to Mayor Poythress.

7. GENERAL

There are no items for this section.

8. AGENCY MEMBER REPORTS

Council Member Robinson reported that he attended the First 5's 2016 Hands on Heroes Celebration. KMPH News and the Madera Tribune was there.

Mayor Pro Tem Rigby stated that he was disappointed that we are not getting a weed abatement workshop today. But he brought a couple of questions with him. He stated that he noticed that some of the landscaping in Bethard Square is subpar or not being kept at all. Is that something your department can look into? Neighborhood Preservation Supervisor Rodriguez responded that we have to look and see if that is on our weed abatement list. We took all of the existing properties from last year and carried those over to our new list. Our staff did a drive by inspection of all of the properties that were out of compliance at that time. Properties that were not on that list will be added. We will continue the process the whole year. But I cannot state if Bethard Square is on that list at this time. Executive Director Taubert stated that Bethard Square has sold. The new owners are planning a major rehabilitation of the center that could involve demolition of the buildings and reconstruction.

Mayor Pro Tem Rigby asked if there is an empty lot at the corner of Clark and Country Club Drive that completely overgrown lot. Mrs. Rodriguez responded that she knows of this lot.

Council Member Holley asked what the status of the old Redevelopment office is. Executive Director responded that we had someone talk to us today about a temporary use but we are still looking at options.

Council Member Medellin had nothing to report.

Council Member Oliver had nothing to report.

Mayor Poythress had nothing to report.

9. CLOSED SESSION

There are no items for this section.

10. ADJOURNMENT

Mayor Poythress 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 7:10 p.m.

Claudia Mendoza, Recording Secretary

Robert Poythress, Mayor

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

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

From: Office of the Treasurer

Subject: Listing of Warrants Issued

Date: May 11, 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:

April 1, 2016 to April 30, 2016

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

General Warrants:	#10749 - #10760	\$219,728.44
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Respectfully submitted,



Patricia Barbosa
Financial Services Manager



Bob Wilson
Successor Agency Manager

THE SUCCESSOR AGENCY TO
THE FORMER CITY OF MADERA REDEVELOPMENT AGENCY
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK MAIN ACCOUNT
May 11, 2016

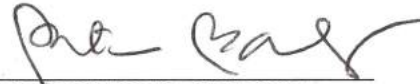
CHECK	PAYDATE	ISSUED TO	DESCRIPTION	AMOUNT
010749	4/19/2016	MARQUEZ, FRANCISCO & PACHECO, ESTELA	REFUND PREPAID RENT 03/26-03/31/16	193.55
010750	4/19/2016	AVISON CONSTRUCTION, INC	PROJECT ST 10-03, PROGRESS PMT #3	206,202.77
010751	4/19/2016	BSK & ASSOCIATES	RIVERWALK LAB TESTING	2,876.00
010752	4/19/2016	CITY OF MADERA	FEBRUARY 2016 WATER/SEWER	170.17
010753	4/19/2016	CITY OF MADERA	BID FEES 5 & 428 E. YOSEMITE QTR ENDING 6/30/16	147.82
010754	4/19/2016	MADERA CLEANERS AND LAUNDRY INC.	MAT CLEANING	4.50
010755	4/19/2016	P G AND E	03/16 SVS 20000655655-7	1,059.10
010756	4/19/2016	VERIZON WIRELESS	MARCH 2016 CELLPHONE USAGE	105.18
010757	4/19/2016	VILLA GARDENING SERVICE, INC.	428 YOSEMITE SPRINKLER REPAIR	125.00
010758	4/29/2016	BSK & ASSOCIATES	PROJECT ST 10-03 TESTING & LAB WORKS	2,969.35
010759	4/29/2016	P G AND E	GAS & ELECTRIC SERVICE FOR YOSEMITE/ELM	2,500.00
010760	4/29/2016	WEST COAST ARBORISTS, INC.	PROJECT ST 10-03 TREE CUTTING/DISPOSAL	3,375.00
BANK #1 - Union Bank Main Acct. Total				219,728.44

CITY OF MADERA REDEVELOPMENT AGENCY REPORT TO SUCCESSOR AGENCY BOARD

SUCCESSOR AGENCY MEETING OF MAY 11, 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 04/30/2016

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 40200: Low/Mod Hsg TI Housing Asset						
Account: Revenue						
2001-8163	Interest Income - Loans	1,179.54-	1,179.54-	0.00	1,179.54	0.00
2001-8190	Rental Income	26,306.45-	26,306.45-	0.00	26,306.45	0.00
2001-8434	Grants	16,207.05-	16,207.05-	0.00	16,207.05	0.00
2001-8671	Sale of Real Estate	614,000.00-	614,000.00-	0.00	614,000.00	0.00
	NET Account: Revenue:	657,693.04-	657,693.04-	0.00	657,693.04	0.00
Account: Expense						
2001-1010	Salaries - Full-time	22,420.97	22,420.97	0.00	22,420.97-	0.00
2001-1020	Salaries - Part-time	1,560.84	1,560.84	0.00	1,560.84-	0.00
2001-1030	Salaries - Overtime	26.50	26.50	0.00	26.50-	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	4,888.78	4,888.78	0.00	4,888.78-	0.00
2001-2002	Long Term Disability Insurance	61.66	61.66	0.00	61.66-	0.00
2001-2003	Life Insurance Premiums	14.61	14.61	0.00	14.61-	0.00
2001-2004	Worker's Compensation Insurance	1,937.32	1,937.32	0.00	1,937.32-	0.00
2001-2005	Medicare Tax - Employer's Share	323.34	323.34	0.00	323.34-	0.00
2001-2007	Deferred Compensation - Part-time	58.54	58.54	0.00	58.54-	0.00
2001-2008	Deferred Compensation - Full-time	1,635.38	1,635.38	0.00	1,635.38-	0.00
2001-2009	Unemployment Insurance Premiums	86.30	86.30	0.00	86.30-	0.00
2001-2010	Section 125 Benefit Allow.	2,869.27	2,869.27	0.00	2,869.27-	0.00
2001-3001	Gas and Electric Utilities	3,569.79	3,569.79	0.00	3,569.79-	0.00
2001-3002	Telephone and Fax Charges	294.12	294.12	0.00	294.12-	0.00
2001-3011	Advertising - Bids and Legal Notice	661.44	661.44	0.00	661.44-	0.00
2001-3016	Office Supplies - Expendable	10.12	10.12	0.00	10.12-	0.00
2001-3018	Postage / Other Mailing Charges	37.02	37.02	0.00	37.02-	0.00
2001-3040	Contracted Services	4,673.92	4,673.92	0.00	4,673.92-	0.00
2001-3115	Taxes and Assessments	6,577.94	6,577.94	0.00	6,577.94-	0.00
2001-3120	Other Supplies	98.89	98.89	0.00	98.89-	0.00
2001-3135	Rental Property Maintenance	2,868.50	2,868.50	0.00	2,868.50-	0.00
2002-3069	Disposal Costs	14,646.40	14,646.40	0.00	14,646.40-	0.00
2002-3802	Acquisition / Demolition	264,115.62	264,115.62	0.00	264,115.62-	0.00
	NET Account: Expense:	331,007.96	331,007.96	0.00	331,007.96-	0.00
	TOTAL Fund 40200: Low/Mod Hsg TI Housing Asset:	326,685.08-	326,685.08-	0.00	326,685.08	0.00

For All Revenue, Expense Accounts
 Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015
 To 04/30/2016

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 40300: Non Housing Tax Incr - RPTTF						
Account: Revenue						
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
Account: Expense						
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
3002-3810	Yosemite and Elm St Traffic Signal	2,500.00	2,500.00	0.00	2,500.00-	0.00
	NET Account: Expense:	3,678,812.92	3,678,812.92	0.00	3,678,812.92-	0.00
	TOTAL Fund 40300: Non Housing Tax Incr - RPTTF:	1,727,507.92	1,727,507.92	0.00	1,727,507.92-	0.00

For All Revenue, Expense Accounts
 Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015
 To 04/30/2016

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 57500: Administrative Allowance Fund						
Account: Revenue						
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
Account: Expense						
3501-1010	Salaries - Full-time	124,231.11	124,231.11	0.00	124,231.11-	0.00
3501-1020	Salaries - Part-Time	8,806.29	8,806.29	0.00	8,806.29-	0.00
3501-1030	Salaries - Overtime	143.31	143.31	0.00	143.31-	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	27,078.49	27,078.49	0.00	27,078.49-	0.00
3501-2002	Long Term Disability Insurance	333.60	333.60	0.00	333.60-	0.00
3501-2003	Life Insurance Premiums	78.84	78.84	0.00	78.84-	0.00
3501-2004	Worker's Compensation Insurance	10,731.54	10,731.54	0.00	10,731.54-	0.00
3501-2005	Medicare Tax - Employer's Share	2,068.35	2,068.35	0.00	2,068.35-	0.00
3501-2007	Deferred Compensation - Part-Time	330.25	330.25	0.00	330.25-	0.00
3501-2008	Deferred Compensation - Full-time	8,918.28	8,918.28	0.00	8,918.28-	0.00
3501-2009	Unemployment Insurance Premiums	480.94	480.94	0.00	480.94-	0.00
3501-2010	Section 125 Benefit Allow.	15,515.33	15,515.33	0.00	15,515.33-	0.00
3501-3001	Gas and Electric Utilities	15,074.79	15,074.79	0.00	15,074.79-	0.00
3501-3002	Telephone and Fax Charges	1,590.25	1,590.25	0.00	1,590.25-	0.00
3501-3003	Cellular Phone and Pager Charges	1,148.10	1,148.10	0.00	1,148.10-	0.00
3501-3015	Publications and Subscriptions	69.00	69.00	0.00	69.00-	0.00
3501-3016	Office Supplies - Expendable	54.75	54.75	0.00	54.75-	0.00
3501-3020	Mileage Reimbursement	936.56	936.56	0.00	936.56-	0.00
3501-3040	Contracted Services	12,833.91	12,833.91	0.00	12,833.91-	0.00
3501-3115	Taxes and Assessments	454.76	454.76	0.00	454.76-	0.00
3501-3120	Other Supplies	534.78	534.78	0.00	534.78-	0.00
3501-3130	Building Supplies, Keys and Repairs	541.56	541.56	0.00	541.56-	0.00
3501-3300	Conference/Training/Education	655.94	655.94	0.00	655.94-	0.00
	NET Account: Expense:	238,185.81	238,185.81	0.00	238,185.81-	0.00
	TOTAL Fund 57500: Administrative Allowance Fund:	113,185.81	113,185.81	0.00	113,185.81-	0.00

For All Revenue, Expense Accounts
 Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015
 To 04/30/2016

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 60500: Non Housing Bond Proceeds						
Account: Revenue						
5001-8201	Services for Other Agencies	900.00-	900.00-	0.00	900.00	0.00
5001-8350	Transfers In	1,344,255.92-	1,344,255.92-	0.00	1,344,255.92	0.00
	NET Account: Revenue:	1,345,155.92-	1,345,155.92-	0.00	1,345,155.92	0.00
Account: Expense						
5001-1010	Salaries - Full-time	22,420.97	22,420.97	0.00	22,420.97-	0.00
5001-1020	Salaries - Part-time	1,560.84	1,560.84	0.00	1,560.84-	0.00
5001-1030	Salaries-Overtime	26.50	26.50	0.00	26.50-	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	4,888.78	4,888.78	0.00	4,888.78-	0.00
5001-2002	Long Term Disability Insurance	61.66	61.66	0.00	61.66-	0.00
5001-2003	Life Insurance Premiums	14.61	14.61	0.00	14.61-	0.00
5001-2004	Worker's Compensation Insurance	1,937.32	1,937.32	0.00	1,937.32-	0.00
5001-2005	Medicare Tax - Employer's Share	323.34	323.34	0.00	323.34-	0.00
5001-2007	Deferred Compensation - Part-time	58.54	58.54	0.00	58.54-	0.00
5001-2008	Deferred Compensation - Full-time	1,635.38	1,635.38	0.00	1,635.38-	0.00
5001-2009	Unemployment Insurance Premiums	86.30	86.30	0.00	86.30-	0.00
5001-2010	Section 125 Benefit Allow.	2,869.27	2,869.27	0.00	2,869.27-	0.00
5001-3001	Gas and Electric Utilities	1,982.09	1,982.09	0.00	1,982.09-	0.00
5001-3002	Telephone and Fax Charges	294.12	294.12	0.00	294.12-	0.00
5001-3016	Office Supplies - Expendable	10.12	10.12	0.00	10.12-	0.00
5001-3040	Contracted Services	897.84	897.84	0.00	897.84-	0.00
5001-3115	Taxes and Assessments	136.52	136.52	0.00	136.52-	0.00
5001-3120	Other Supplies	98.89	98.89	0.00	98.89-	0.00
5002-3802	Acquisitions	1,600.00	1,600.00	0.00	1,600.00-	0.00
5002-3812	Riverwalk Improvement Project	496,971.31	496,971.31	0.00	496,971.31-	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	1,560.00	1,560.00	0.00	1,560.00-	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	935.00	935.00	0.00	935.00-	0.00
5004-3811	Riverside Subdivision Storm Drain	6,303.14	6,303.14	0.00	6,303.14-	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:	667,863.22	667,863.22	0.00	667,863.22-	0.00
	TOTAL Fund 60500: Non Housing Bond Proceeds:	677,292.70-	677,292.70-	0.00	677,292.70	0.00

For All Revenue, Expense Accounts
 Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015
 To 04/30/2016

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 60600: Low/Mod Housing Bond Proceeds						
Account: Expense						
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 04/30/2016

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 80400: Debt Service Fund						
Account: Revenue						
4001-8162	Interest Income	11,850.39-	11,850.39-	0.00	11,850.39	0.00
4001-8350	Transferees In	3,549,588.79-	3,549,588.79-	0.00	3,549,588.79	0.00
	NET Account: Revenue:	3,561,439.18-	3,561,439.18-	0.00	3,561,439.18	0.00
Account: Expense						
4001-7000	Operating Transfer to Other Funds	1,344,255.92	1,344,255.92	0.00	1,344,255.92-	0.00
4002-3040	Contracted Services	1,674.10	1,674.10	0.00	1,674.10-	0.00
4002-6000	Interest Expense-Bond 1998	272,723.75	272,723.75	0.00	272,723.75-	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	716,787.51	716,787.51	0.00	716,787.51-	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	1,391,762.52	1,391,762.52	0.00	1,391,762.52-	0.00
4004-6001	Bond Principle-2008	460,000.00	460,000.00	0.00	460,000.00-	0.00
	NET Account: Expense:	4,904,915.40	4,904,915.40	0.00	4,904,915.40-	0.00
	TOTAL Fund 80400: Debt Service Fund:	1,343,476.22	1,343,476.22	0.00	1,343,476.22-	0.00
	REPORT TOTALS:	2,184,317.17	2,184,317.17	0.00	2,184,317.17-	0.00

*** End Of Report ***

For All Revenue, Expense Accounts
 Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015
 To 04/30/2016

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 10800: Code Enforcement						
Dept 414: Community Development - Code Enforcement						
Account: Revenue						
2380-8076	Abandoned Property Registration fees	4,345.00-	4,345.00-	10,000.00-	5,655.00-	43.45
2380-8203	Background Check Service Fee	775.00-	775.00-	300.00-	475.00	258.33
2380-8227	Vacant Building Ordinance	2,250.00-	2,250.00-	4,500.00-	2,250.00-	50.00
2380-8228	Graffiti Ordinance	511.24-	511.24-	0.00	511.24	0.00
2380-8551	Fines and Penalties for Violations	459,954.15-	459,954.15-	425,000.00-	34,954.15	108.22
2380-8554	Vehicle Abatement Fee	53,517.86-	53,517.86-	48,000.00-	5,517.86	111.50
2380-8556	Foreclosure Revenues	44,486.65-	44,486.65-	45,000.00-	513.35-	98.86
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	300,000.00-	300,000.00-	400,000.00-	100,000.00-	75.00
	NET Account: Revenue:	868,062.09-	868,062.09-	1,027,800.00-	159,737.91-	84.46
Account: Expense						
2425-1010	Salaries / Full-time	376,642.18	376,642.18	488,354.00	111,711.82	77.12
2425-1020	Salaries / Part-time	77,730.26	77,730.26	119,547.00	41,816.74	65.02
2425-1030	Salaries / Overtime	1,805.03	1,805.03	0.00	1,805.03-	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	87,689.68	87,689.68	116,968.00	29,278.32	74.97
2425-2002	Long Term Disability Insurance	1,271.62	1,271.62	1,786.00	514.38	71.20
2425-2003	Life Insurance Premiums	436.63	436.63	593.00	156.37	73.63
2425-2004	Worker's Compensation Insurance	38,919.12	38,919.12	51,203.00	12,283.88	76.01
2425-2005	Medicare Tax - Employer's Share	6,852.18	6,852.18	9,959.00	3,106.82	68.80
2425-2007	Deferred Compensation / Part-time	2,650.38	2,650.38	3,545.00	894.62	74.76
2425-2008	Deferred Compensation / Full-time	22,669.93	22,669.93	33,573.00	10,903.07	67.52
2425-2009	Unemployment Insurance	4,365.00	4,365.00	4,188.00	177.00-	104.23
2425-2010	Section 125 Benefit Allow.	125,499.52	125,499.52	172,297.00	46,797.48	72.84
2425-3001	Gas and Electric Utilities	0.00	0.00	11,000.00	11,000.00	0.00
2425-3002	Telephone and Fax Charges	3,293.22	3,293.22	7,000.00	3,706.78	47.05
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	857.88	857.88	250.00	607.88-	343.15
2425-3016	Office Supplies - Expendable	1,971.05	1,971.05	8,000.00	6,028.95	24.64
2425-3018	Postage / Other Mailing Charges	6,238.43	6,238.43	13,000.00	6,761.57	47.99
2425-3020	Mileage Reimbursement	0.00	0.00	500.00	500.00	0.00
2425-3025	Vehicle Fuel, Supplies & Maintenance	2,743.57	2,743.57	18,000.00	15,256.43	15.24
2425-3037	Weed Abatement Expense	721.00	721.00	65,000.00	64,279.00	1.11
2425-3040	Contracted Services	18,908.70	18,908.70	104,000.00	85,091.30	18.18
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	4,109.01	4,109.01	23,500.00	19,390.99	17.49
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
2425-3270	Settlement	0.00	0.00	370,000.00	370,000.00	0.00
2425-3300	Conference, Training, Education	699.58	699.58	7,000.00	6,300.42	9.99
2425-4002	Interfund Charges - Central Supply	705.45	705.45	600.00	105.45-	117.58
2425-4005	Interfund Charges - Vehicle Repairs	14,622.00	14,622.00	19,494.00	4,872.00	75.01
2425-4007	Interfund Charges - Vehicle Replacem	10,177.00	10,177.00	13,567.00	3,390.00	75.01
2425-4018	Interfund Charges-Computer Maint.	42,338.00	42,338.00	60,512.00	18,174.00	69.97
2425-4020	Interfund Charges - Computer Replace	10,962.00	10,962.00	14,616.00	3,654.00	75.00
2425-6002	Lease Payment	0.00	0.00	7,730.00	7,730.00	0.00
	NET Account: Expense:	868,609.91	868,609.91	1,764,398.00	895,788.09	49.23
TOTAL Dept 414: Community Development - Code Enforcement:		547.82	547.82	736,598.00	736,050.18	0.07
TOTAL Fund 10800: Code Enforcement:		547.82	547.82	736,598.00	736,050.18	0.07

For All Revenue, Expense Accounts
 Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015
 To 04/30/2016

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 10865: LEA Tire Grant						
Dept 432: LEA Tire Grant						
Account: Revenue						
2427-8428	Current Year Allocation-LEA Grant	29,316.13-	29,316.13-	18,338.00-	10,978.13	159.87
	NET Account: Revenue:	29,316.13-	29,316.13-	18,338.00-	10,978.13	159.87
Account: Expense						
2427-1010	Salaries / Full-time	1,927.79	1,927.79	6,335.00	4,407.21	30.43
2427-2000	Public Employees Retirement System	615.61	615.61	1,621.00	1,005.39	37.98
2427-2002	Long Term Disability Insurance	7.96	7.96	23.00	15.04	34.61
2427-2003	Life Insurance Premiums	2.66	2.66	0.00	2.66-	0.00
2427-2004	Worker's Compensation Insurance	186.25	186.25	553.00	366.75	33.68
2427-2005	Medicare Tax-Employer's Share	32.15	32.15	96.00	63.85	33.49
2427-2008	Deferred Compensation/Full-time	86.19	86.19	266.00	179.81	32.40
2427-2009	Unemployment Insurance	17.21	17.21	247.00	229.79	6.97
2427-2010	Section 125 Benefit Allow.	1,129.61	1,129.61	2,221.00	1,091.39	50.86
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:	5,739.30	5,739.30	18,523.00	12,783.70	30.98
	TOTAL Dept 432: LEA Tire Grant:	23,576.83-	23,576.83-	185.00	23,761.83	0.00
Dept 436: Tire Amnesty Grant						
Account: Revenue						
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
Account: Expense						
2428-1010	Salaries / Full-time	870.62	870.62	5,280.00	4,409.38	16.49
2428-2000	Public Employees Retirement System	2,454.03	2,454.03	1,351.00	1,103.03-	181.65
2428-2002	Long Term Disability Insurance	5.58	5.58	19.00	13.42	29.37
2428-2003	Life Insurance Premiums	1.90	1.90	0.00	1.90-	0.00
2428-2004	Worker's Compensation Insurance	132.20	132.20	461.00	328.80	28.68
2428-2005	Medicare Tax - Employer's Share	22.83	22.83	80.00	57.17	28.54
2428-2008	Deferred Compensation / Full-time	61.25	61.25	222.00	160.75	27.59
2428-2009	Unemployment Insurance	9.00	9.00	206.00	197.00	4.37
2428-2010	Section 125 Benefit Allow.	511.04	511.04	1,851.00	1,339.96	27.61
2428-3012	Advertising - Other	1,301.89	1,301.89	4,318.00	3,016.11	30.15
2428-3040	Contracted Services	7,500.00	7,500.00	25,545.00	18,045.00	29.36
2428-3120	Other Supplies	267.20	267.20	665.00	397.80	40.18
	NET Account: Expense:	13,137.54	13,137.54	39,998.00	26,860.46	32.85
	TOTAL Dept 436: Tire Amnesty Grant:	39,653.46-	39,653.46-	349.00	40,002.46	0.00
	TOTAL Fund 10865: LEA Tire Grant:	63,230.29-	63,230.29-	534.00	63,764.29	0.00
	REPORT TOTALS:	62,682.47-	62,682.47-	737,132.00	799,814.47	8.50-

*** End Of Report ***

REPORT TO THE CITY COUNCIL

MEETING OF: May 11, 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 APRIL 1 – APRIL 30, 2016

Foreclosed Property Activities

	Activity	Amount
1.	Total Foreclosed Property Cases	125
2.	Monitoring (Occupied)	109
3.	Active Cases	16
*4.	Properties Sold this month and/or Closed	19
5.	Properties Registered	7
6.	Citations Issued	2

* **(6)** Foreclosure properties sold. Foreclosure cases closed due to cancellation of foreclosure process **(13)**.

Code Enforcement Activities

	Activity	Total for Month	Year to Date (From 7/1/2015)
1.	Files Opened <i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i>	75	872
2.	Files Closed <i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i>	42	778
3.	Active Files <i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i>	654	N/A
4.	Citations Issued <i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i>	3	232
5.	Abandoned Vehicles Tagged (<i>Cases Opened</i>)	57	656
6.	Abandoned Vehicles Towed (<i>Cases Closed</i>)	1	20
7.	Abandoned Vehicles Removed (<i>Cases Closed</i>)	58	623
8.	Active Abandoned Vehicle Files	101	N/A
9.	Weed Abatement Files Opened	0	320

Accounts Receivables Activities

	Activity	Total for Month	Year to Date (From 7/1/2015)
1.	Fines/Citations, Penalties, and Enforcement Fees <i>Levied</i>	\$6,300.00	\$131,000.00
2.	Fines/Citations, Penalties, and Enforcement Fees <i>Collected</i>	\$59,885.00	\$459,431.65
3.	Registration Fees for Vacant/Abandoned Buildings and Foreclosed Properties <i>Collected</i>	\$385.00	\$6,595.00
4.	Removed for Collections - Fines, Penalties, Citations and Towing Fees sent to Financial Credit Network	\$0.00	\$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	4	16	\$132,722.66	\$177,195.34
3.	Liens turned over to Assessor	0	5	\$0.00	\$7,550.00

Files currently being reviewed for appropriate action – 3

REPORT TO THE CITY COUNCIL

MEETING OF: May 11, 2016

AGENDA ITEM NUMBER: 3F

APPROVED BY:


Executive Director

Subject: Code Enforcement Funds Collection Report for Period Ending April 30, 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	\$76,912	\$67,380			\$511,657
TOTAL													\$3,226,148

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: May 11, 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 March on projects and tasks undertaken by the Neighborhood Outreach team:

- Saleh Alhomed, 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. We are hosting our second Neighborhood Watch Leaders meeting to discuss NNO 2016 on May 19th at the Madera County Museum from 5 P.M. to 7 P.M.
- b. The National Night Out Planning Committee had its second meeting on Tuesday, April 5th. The committee discussed the foundational and organizational structure of NNO 2016.
- c. This year, the MUSD has been invited to participate in it and to play an important role by engaging the MUSD Trustees.
 - i. Neighborhood Outreach is collaborating with Superintendent Mr. Ed Gonzales.

II. Neighborhood Meetings:

- a. April Meeting
 1. Date: April 19, 2016; Location: Persimmon Neighborhood; Time: 6 P.M. to 7 P.M.

2. Date: April 28, 2016; Location: Stanford Neighborhood; Time: 6 P.M. to 7 P.M.

b. Upcoming Meetings

i. May Meetings

1. Date: May 10, 2016; Location: Sherwood Square; Time: 6 P.M. to 7 P.M.
2. Date: May 12, 2016; Location: N. C Street; Time: 6 P.M. to 7 P.M.
3. Date: May 16, 2016; Location: Sultana Drive; Time: 7 P.M. to 8 P.M.
4. Date: May 17, 2016; Location: S. B Street; Time: 6 P.M. to 7 P.M.
5. Date: May 24, 2016; Location: St. Mary Avenue; Time: 6 P.M. to 7 P.M.
6. Date: May 25, 2016; Location: Via Capitola; Time: 6 P.M. to 7 P.M.
7. Date: May 26, 2016; Location: Orchard & Venturi; 6 P.M. to 7 P. M.
8. Date: May 31, 2016; Location: Coolidge Neighborhood; 6 P.M. to 7 P.M.

III. Curb Stripe Initiative

a. April Implementation of painting

- i. Date: April 18, 2016; Location: Capistrano Neighborhood and Venturi Neighborhood; Time: 5 P.M. to 8 P.M.
- ii. Date: April 19th, 2016; Location: Elm Neighborhood and Persimmon Neighborhood; Time: 5 P.M. to 8 P.M.
- iii. Date: April 21, 2016; Location: Sonora Neighborhood and Lacreata Neighborhood; Time: 5 A.M. to 8 P.M.

b. Curb Stripe Planning Committee

- i. The committee met on Wednesday, May 4th to discuss proceeding to implement the program through the remainder Neighborhood Watches.
 1. Love Madera Day will facilitate the outreach to all of them, scheduled for May 14th from 9 P.M. to 12 P.M.
 2. We also discussed the possibility of sharing the Consent Form on our city's Web site and make it readily available to the public.

IV. City Formal Internship Program

- a. Sal Alhomedí presented to departmental managers on the programs and how it could benefit their respective departments and the city.
 - i. In the interim, the city will continue its informal internship program until the City Manager decides on the opportune time to formalize it.

V. American Red Cross Volunteer Training

- a. The City of Madera and American Red Cross partnered to recruit and train Disaster Relief Volunteers. The Neighborhood Outreach Team successfully recruited 13 volunteers, which are now trained and could be called upon in an event of environmental or man-made disasters.
 - i. The Introduction Workshop was held on April 9th from 11 to 12 P.M., at the Redevelopment Agency.
 - ii. The training was held on April 16, 2016 from 8 A.M. to 5 P.M., at the Redevelopment Agency.

VI. Outreach Activities:

- a. The Neighborhood Outreach Team went out with Mayor Robert Poythress, Councilman Donald Holley, Councilman Andy Medellin and Councilman Will Olliver, promoting Neighborhood Watch, National Night Out, and the Curb Stripe Initiative.

VII. Established Community Partnerships:

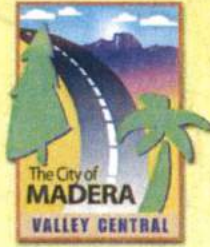
- a. Community Partnership March meeting:
 - i. We talk about the standards that will define who could be featured in the Community Calendar Video our department will make monthly.
- b. Transforming Our City
 - i. We had a meeting on April 7, 2016. The conversation about identifying key leaders is still ongoing, as well as identifying key issues in our city.
- c. SCORE
 - i. Marketing materials have gone out to businesses in downtown Madera.
- d. Madera Downtown Association
 - i. On March 9th the group met in the RDA to discuss the updates on the social media advertising we are currently planning.
 - ii. Saleh Alhomedí will connect the MDA board members with a social media individual to help them promote businesses in downtown and help establish and maintain their Facebook page.

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.

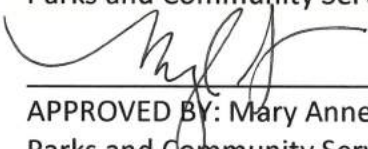



REPORT TO CITY COUNCIL

COUNCIL MEETING OF May 11, 2016

AGENDA ITEM NUMBER 3-3H


PREPARED BY: John Scarborough, Park Planning Manager
Parks and Community Services


APPROVED BY: Mary Anne Seay, Director
Parks and Community Services


APPROVED BY: David Tooley, City Administrator

SUBJECT:

CONSIDERATION OF A RESOLUTION APPROVING A CONTRACT WITH THE PARK ASSOCIATES COMPANY INC. FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT FOR THE CENTENNIAL PARK PLAYGROUND PROJECT (PK 61) AND AUTHORIZING THE MAYOR TO SIGN ON BEHALF OF THE CITY.

RECOMMENDATION:

Staff recommends Council adopt the Resolution approving the Contract with Park Associates Company Inc. for the purchase and installation of playground equipment as a component of the inclusive playground project (PK 61) at Centennial Park. Staff further recommends Council authorize the Mayor to sign on behalf of the City.

SUMMARY AND DISCUSSION:

In both January of 2014 and 2015, City Staff submitted applications to the California Department of Housing and Community Development for HRPP grants to fund local parks projects. Madera was awarded resources in both cycles for a total grant award of \$826,250. Two projects were originally envisioned; rehabilitation of the Knox Park ponding basin and the addition of a park adjacent to the ponding basin at the corner of Sherwood and D streets.

After modifications to the original concept, the Knox Park project moved smoothly through the design process and is currently underway with an expected completion date before July 1, 2016. The Sherwood and D Street project was tabled as a possible future project due to the inability of staff and the property owner to reach an agreement on land value. At the April 1, 2015 City Council Meeting, Council considered options to replace the Sherwood and D Street project and directed staff to proceed with design and construction of an inclusive playground feature at Centennial Park. The design for the project is now complete and is beginning to move into the construction phase.

The State of California's HRPP Grant has extremely tight deadlines in that all funds awarded in the 2014 cycle are to be expended by June 30, 2016. In order to spend down allocated funds prior to this deadline, staff has accelerated the purchase of amenities such as playground equipment, fall surfacing material and a modular restroom facility prior to awarding a construction contract for site development and installation of some of these components. A contract and subsequent purchase order has been issued for the construction and installation of the modular restroom facility. This request is specific to the playground equipment.

The proposed playground equipment consist of a mix of play features contained within a fenced, secured area designed to promote and provide inclusive play activities which recognize diversity. Specific features include: two modular playgrounds with a variety of active and passive features specifically designed and separated for either 2-5 or 5-12 year old participants; spinning and rocking features of varying heights and speeds and elevated and ground level items of interest that will appeal to a large range of users with varying mobility and developmental challenges; age appropriate swings; poured-in-place and loose-fill rubber to provide impact fall protection under play features.

Staff has negotiated the lowest possible price of \$195,854.36, plus \$3,000 contingency for a total price of \$198,854.36 for the playground amenities utilizing the previously approved HGAC Cooperative Purchasing Agreement. Upon approval, staff is prepared to begin working immediately with the Park Associates Company Inc. to supply and install the playground features. Staff recommends Council adopt the Resolution approving the Contract with the Park Associates Company Inc.

FINANCIAL IMPACT:

Funding for PK 61 is provided by several grants obtained by the Parks and Community Services and Grants Departments. The Parks DIF balance will be reduced by the ultimate cost of the project less any carry over from the Knox Park Project (PK 59). That amount is currently unknown and is estimated to be between \$148,000 and \$300,000. Construction of the project will not have a financial impact on the City's General Fund. A very small negative financial impact to the General Fund may occur as a result of on-going maintenance and inspection activities associated with the new playground.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommended actions are consistent with the following Vision Strategies and Actions:

- Strategy 113** Promote greater accessibility to City facilities and services to meet the needs of various cultural, socio-economic and disabled groups.
- Action 314.2** Continue and expand facilities for youth-at-risk.
- Strategy 411** Recreational Opportunities: Enhance and expand recreational activities available to Maderans.
- Strategy 414** Neighborhood Parks: Ensure recreational availability by providing a park in close proximity to every neighborhood.
- Strategy 404** Community Wellness: Promote increased community wellness.

RESOLUTION NO. 16 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A CONTRACT WITH THE PARK ASSOCIATES COMPANY INCORPORATED FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT FOR THE CENTENNIAL PARK PLAYGROUND PROJECT AND AUTHORIZING THE MAYOR TO SIGN ON BEHALF OF THE CITY.

WHEREAS, the City of Madera has need of additional park space and recreational facilities; and

WHEREAS, the City of Madera was awarded California Department of Housing and Community Development HRPP funding to expand park space and recreational opportunities; and

WHEREAS, the City desires to have age appropriate playground equipment manufactured and installed as part of an inclusive playground project at Centennial Park; and

WHEREAS, The City wishes to enter into a Contract with the Parks Associates Company to manufacture and install playground equipment; and

WHEREAS, said Contract is in the best interests of the Community.

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

1. The above recitals are true and correct.
2. The Contract with the Park Associates Company Inc. for the manufacture and installation of playground equipment, a copy of which is on file in the office of the City Clerk and referred to for particulars is hereby approved.
3. The Mayor is authorized to sign the Contract on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.

AGREEMENT WITH PARK ASSOCIATES COMPANY INC. TO PROVIDE AND INSTALL PLAYGROUND EQUIPMENT AT CENTENNIAL PARK.

This Agreement made and entered into this 11th day of May, 2016 between the City of Madera, a municipal corporation of the State of California, hereinafter called "CITY", and Park Associates Co. Inc. located in Redding CA, hereinafter called "CONTRACTOR".

WITNESSETH

WHEREAS, CITY plans to construct an Inclusive Playground at Centennial Park hereinafter called "the Project"; and

WHEREAS, CITY needs the services of a professional firm to supply and install playground equipment; and

WHEREAS, CONTRACTOR is qualified and licensed to provide the required professional services and CITY desires to hire CONTRACTOR for such purposes.

NOW THEREFORE:

The parties hereto mutually agree as follows:

1. SCOPE OF WORK:

CONTRACTOR shall provide needed resources for the Project to perform the services set forth in EXHIBIT A – "NSP3 Park Associates Quotation #16-1973" attached hereto and incorporated herein by reference. CONTRACTOR shall comply with all CITY policies and procedures.

2. COMPENSATION

The CONTRACTOR shall be paid for labor and materials per costs as described in Exhibit A in the amount of One Hundred Ninety Five Thousand, Eight Hundred Fifty Four Dollars and Thirty Six Cents. (\$195,854.36)

3. LICENSING

CONTRACTOR shall hold a valid California Contractors License Classification "C61-D34" and a valid City of Madera Business License through the entirety of this agreement.

4. EXTRA SERVICES:

Extra services not contemplated hereunder, as set forth in Exhibit A or for such services beyond the control of the CITY or CONTRACTOR, may be specifically requested in writing by CITY or CONTRACTOR.

5. AUDITS, RECORDS AND INSPECTIONS ACCESS:

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government Code 8546.7; the CITY and CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement.

CONTRACTOR shall, upon reasonable notice and at any time during regular business hours, and as often as CITY may deem necessary, make available to the CITY or its authorized representative for examination, all of its books, records and data with respect to matters covered by this Agreement. CONTRACTOR shall permit CITY to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement. CONTRACTOR shall retain all of these documents for a period of three (3) years after final payment to CONTRACTOR.

6. LIABILITY INSURANCE:

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, or employees.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG0001).
2. Insurance Service Office form number CA 0001 (Ed. 10/01) covering Automobile Liability, Code 1 (any auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Insurance: \$1,000,000 per accident for bodily injury and property damage.

3. Worker's Compensation Insurance and Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

C. Deductibles and Self Insured Retentions

Any deductibles or self insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self insured retentions as respects the CITY, its officers, officials, employees, and designated volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration and defense expense.

D. Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and designated volunteers are to be covered as additional insured's as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR.

2. For any claims related to this project, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and designated volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials,

employees or designated volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute to it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

E. Acceptability of Insurers

CONTRACTOR shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the CITY or on other than the CITY'S forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

7. CONFIDENTIALITY OF DATA:

All financial, statistical, personal, technical, or other data and information relative to the CITY'S operations, which are designated confidential by the CITY and made available to the CONTRACTOR, in order to carry out this Agreement, shall be protected by the CONTRACTOR from unauthorized use and disclosure. Permission to disclose information on one occasion, or public hearing held by the CITY relating to this Agreement, shall not authorize the CONTRACTOR to further disclose such information or disseminate the same on any other occasion.

The CONTRACTOR shall not comment publicly to the press or any other media regarding this Agreement or the CITY'S actions on the same, except to the CITY'S staff, CONTRACTOR'S own personnel involved in the performance of the Agreement, at public hearings or in response to questions from a Legislative committee. The CONTRACTOR shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the CITY, and receipt of the CITY'S written permission.

8. TIME OF COMPLETION:

A. Based on a Notice to Proceed date of May 16, 2016, CONTRACTOR services shall be completed within 120 calendars days. This Time of Completion may be extended by mutual written consent.

9. TERMINATION OF AGREEMENT:

A. This Agreement may be terminated at any time by either party upon thirty (30) calendar day's written notice. In the event the Agreement is terminated by either party, CONTRACTOR shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized by the City to wind up the work performed to date of termination.

B. CITY may immediately suspend or terminate this Agreement in whole or in part by written notice where, in the determination of CITY, there is:

1. An illegal use of funds by CONTRACTOR;
2. A failure by CONTRACTOR to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by CONTRACTOR to CITY.

In no event shall any payment by CITY or acceptance by CONTRACTOR constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. CITY shall have the right to demand of CONTRACTOR the repayment to CITY of any funds disbursed to CONTRACTOR under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

10. APPROVAL:

CITY will give reasonably prompt consideration to all matters submitted by CONTRACTOR for approval to the end that there will be no significant delays in CONTRACTOR'S program of work. An approval, authorization or request to CONTRACTOR given by CITY will only be binding upon CITY under the terms of this Agreement if in writing and signed on behalf of CITY by a CITY representative or designee.

11. HOLD HARMLESS:

CONTRACTOR shall defend and indemnify the CITY, its officers, officials, employees and designated volunteers for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its officers, sub consultants, agents, employees or contractors, in performing or failing to perform any work, services or functions under this Agreement.

12. RESPONSIBILITY FOR OTHERS:

CONTRACTOR shall be responsible to CITY for its services and the services of its sub consultants. CONTRACTOR shall not be responsible for the acts or omissions of other parties engaged by CITY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

13. PROFESSIONAL RESPONSIBILITY:

CONTRACTOR shall be obligated to comply with applicable standards of professional care in the performance of the CONTRACTOR'S Services as outlined in Exhibit A.

14. PARTIES BOUND BY AGREEMENT:

This Agreement shall be binding upon CITY, CONTRACTOR and their successors in interest, legal representatives, executors, administrators and assigns with respect to all covenants as set forth herein. CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to the Agreement shall be subcontracted, assigned, or transferred except that which is expressly identified in the approved Exhibit A attached hereto this Agreement.

15. COMPLETE AGREEMENT OF PARTIES:

This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties. Any modifications of 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.

16. ASSIGNMENT WITH APPROVAL:

It is understood that neither party shall assign, sublet, subcontract or transfer its rights or obligation under this Agreement without the prior express, written consent of the other party.

17. INDEPENDENT CONTRACTOR:

In performance of the work, duties and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of CONTRACTOR'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 venture, partner or associate of CITY. Furthermore, CITY shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and function. However, CITY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR and CITY 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, CONTRACTOR shall have absolutely no right to employment rights and benefits available to CITY employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, CONTRACTOR shall be solely responsible and hold CITY harmless from all matters relating to payment of CONTRACTOR'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 CONTRACTOR may be providing services to others unrelated to CITY or to this Agreement.

18. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONTRACTOR warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right in its discretion; to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

19. GOVERNING LAW:

Any controversy or claim arising out of, or relating to, this Agreement which cannot be amicably settled without court action shall be litigated either in the appropriate State court for Madera County, California, or as appropriate in the U. S. District Court for the Eastern District of California, located in Fresno County. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. AMENDMENTS:

Any changes to this Agreement requested either by CITY or CONTRACTOR may only be affected 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 in writing.

21. COMPLIANCE WITH LAWS AND WAGE RATES:

CONTRACTOR shall comply with all Federal, State, and local laws, ordinances, regulations and provisions applicable in the performance of CONTRACTOR'S services. This includes compliance with prevailing wages and their payment in accordance with California Labor Code, Section 1775. CONTRACTOR is required to be registered with the State of California Department of Industrial Relations. CONTRACTOR may use professional practices and standards regarding the interpretation of these laws.

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.

22. CONTRACTOR'S LEGAL AUTHORITY:

Each individual executing or attesting this Agreement on behalf of CONTRACTOR 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 of the corporation's board of directors and in accordance with such corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that CONTRACTOR is a duly organized and legally existing corporation in good standing in the State of California.

23. NOTICES:

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee of that party of, in lieu or personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows:

CITY OF MADERA

Attn: John Scarborough

Parks and Community Services

701 E 5th Street

Madera, CA 93638

PARK ASSOCIATES INC.

Attn: Cindy Cooper

1555 Tahoe Court

Redding CA. 89423

24. COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants the they have not employed or retained any company or person, other than a bona fide employee working for the CONTRACTOR; to solicit or secure this agreement; and that they have not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, CITY shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

25. SOLE AGREEMENT:

This instrument constitutes the sole and only agreement between CONTRACTOR and CITY respecting the Project and correctly sets the obligations of the CONTRACTOR and CITY to each

other as of this date first written above. Any agreements or representations respecting the above 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.

* * * * *

CITY OF MADERA

By: _____
Robert L Poythress, Mayor

PARK ASSOCIATES COMPANY INC.

By: Cynthia L Cooper
Cindy Cooper
72-1545-106
Taxpayer I.D. Number

APPROVED AS TO FORM:

By: _____
Brent Richardson, City Attorney

ATTEST:

By: _____
Sonia Alvarez, City Clerk

ATTACHMENTS

EXHIBIT A SCOPE OF SERVICES AND FEES

QUOTE



Corporate Office
1555 Tahoe Court
Redding, CA 96003
Tax ID#: 72-1545106

Main#: (877) 473-7619
Fax#: (530) 246-0518

QUOTE TO:

City of Madera
John Scarborough
1030 S. Gateway
Madera, CA 93637

DATE: 4/21/2016

QUOTE #: 16-1973

REP: gary@nsp3.com

PROJECT: Centennial Park

TERMS: Net 30

Main #: 559-661-5494

Fax #:

Email: jscarborough@cityofmadera.com

QTY	VENDOR	MODEL#	DESCRIPTION	RATE	TOTAL
1	Playworld	Challenger	Challengers Custom Preliminary Design #15-5371H	87,840.00	87,840.00T
2	Playworld	ZZXX0288	Swings 3-1/2in. OD 2-Unit Steel Arch Swing W-8ft.	1,564.00	3,128.00T
1	Playworld	ZZXX0260	Belt Seat With Silver Shield Chain 8ft Top Rail	92.00	92.00T
1	Playworld	ZZXX0224	Accessible Swing Seat w/ Galvanized Chain for 8ft. top	744.00	744.00T
2	Playworld	ZZXX0265	Infant seat with Silver Shield for 8' top rail	218.00	436.00T
1	Playworld	ZZXX0477S	Playtown Gas Station (Surface Mounted)	2,606.00	2,606.00T
1	Playworld	ZZXX0583	Sidewinder Cycle	1,270.00	1,270.00T
1	Playworld	ZZXX0584	Spring Rider Sidewinder Cycle w/ Sidecar (requires a footer frame if installed through wood fiber or rubber mulch)	2,104.00	2,104.00T
3	Playworld	ZZXX0495	Footer frame for coil springs	130.00	390.00T
2	Playworld	ZZYY5088	Custom Corrugated Square Roof on Hex Deck (Playmaker)	5,958.00	11,916.00T
1	Playworld	ZZYY2916	6' Long Wheelchair Ramp w/ Barriers (Playmakers)	2,788.60	2,788.60T
1	Playworld	ZZYY7870	Wheelchair Ramp with Playwood Sides (Playmakers)	11,959.00	11,959.00T
1	Playworld	ZZYY7871	Nuvo Twist Climber w/ Playwood Access Gates (Playmakers)	2,076.00	2,076.00T
1	Playworld	ZZYY7874	Nuvo Swerve Climber w/ Playwood Access Gates (Playmakers)	1,936.00	1,936.00T
1	Playworld	ZZYY7911	Twisted w/ Playwood Gate	2,954.00	2,954.00T
1	Playworld	ZZYY7912	Tree Climber w/ Playwood Gate	2,420.00	2,420.00T
1	Playworld	ZZYY7913	Nuvo Trans Station Playwood Barriers	4,151.00	4,151.00T
1	Freenotes	TD - SM	Tuned Drums (5 Drums) Surface Mount Installation Size: Toddler or Normal Color: Rainbow or Green Select: Drum Cap colors (w-green drums)	3,260.00	3,260.00T
1	Freenotes	SW - SM	SWIRL Metallophone - Orange Aluminum Chimes 2 Recycled Plastic Posts - Brown 2 Mallets	5,100.00	5,100.00T
1	Freenotes	Steel Posts	Upgrade - Pair of silver .5ft powder coated posts, for in ground installation of Swirl (replaces normal posts)	800.00	800.00T
		HGAC Discount	HGAC Discount (Playworld)	-12,492.95	-12,492.95
			NSP3 Discount	-20,521.76	-20,521.76
		PSI Freight Shipping	PSI Freight - NSP00587 FN Freight	5,750.00 400.00	5,750.00 400.00

QUOTE GOOD FOR 30 DAYS	SUBTOTAL
	SALES TAX (8.0%)
	TOTAL

Representative Authorized to Order: _____

Date: _____

SIGNED QUOTE REQUIRED TO ORDER

ORDER/DELIVERY INFORMATION: (Unless otherwise specified)

Offloading and installation are customer's responsibility. Please consult your sales representative for shipping and delivery time line. Time line will depend on equipment ordered. Please schedule delivery time with commercial freight company. NSP3 will provide name and phone number of freight company.

QUOTE



Corporate Office
 1555 Tahoe Court
 Redding, CA 96003
 Tax ID#: 72-1545106
 Main#: (877) 473-7619
 Fax#: (530) 246-0518

QUOTE TO:

City of Madera
 John Scarborough
 1030 S. Gateway
 Madera, CA 93637

DATE: 4/21/2016

QUOTE #: 16-1973

REP: gary@nsp3.com

PROJECT: Centennial Park

TERMS: Net 30

Main #: 559-661-5494
 Fax #:
 Email: jscarborough@cityofmadera.com

QTY	VENDOR	MODEL#	DESCRIPTION	RATE	TOTAL
		Install PA	Installation by Park Associates Inc. CA - Lic# 959805 Installation of Playworld Structures: Custom Design - 15-5371H thru soil. Independent and free standing items to include swings and spring riders detailed in project number 15-5371H. Installation of Freenotes Items: Tuned Drum Set of Five Drums - Surface Mount Swirl - Thru Soil - Surface Mount In ground Installation ONLY of LSI and Kompan Structures: -Custom Kids Cabin w/ Bongos - Thru Soil -Spinner Bowl - Thru Soil -Supernova - Thru Soil Removal/disposal of spoils @ approx. 16 cubic yards included. Provide labor and storage to offload Playworld shipment and deliver to job site once ready for installation. Supply and install 666 sqft of PLAYPOUR poured in place rubber safety surfacing @ 1.75" thickness using standard aromatic binder with a 2ft turn down within the square footage. Color to be 100% beige. Site prep by others. Supply and install 330 sqft of PLAYPOUR poured in place rubber safety surfacing @ 3.5" thickness using standard aromatic binder with a 2ft turn down within the square footage. Color to be 100% green. Site prep by others. Bobcat & concrete truck access required. *Additional fees may apply if Bonding or Special Insurance required* **Location and Marking of utility, plumbing and irrigation lines is the responsibility of the customer.** By signing below you acknowledge and agree to our Contract; Exclusions, Conditions & Payment Terms, which are to be included in, and supersede any additional contracts or sub-contract agreements made separately based on this "Estimate". Unless otherwise specified above we Exclude Responsibility for: material delivery &/or offloading equipment, storing of equipment, removal	62,552.00	62,552.00
QUOTE GOOD FOR 30 DAYS			SUBTOTAL		
			SALES TAX (8.0%)		
			TOTAL		

Representative Authorized to Order: _____
 SIGNED QUOTE REQUIRED TO ORDER

Date: _____

ORDER/DELIVERY INFORMATION: (Unless otherwise specified)

Offloading and installation are customer's responsibility. Please consult your sales representative for shipping and delivery time line. Time line will depend on equipment ordered. Please schedule delivery time with commercial freight company. NSP3 will provide name and phone number of freight company.

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REP: gary@nsp3.com

PROJECT: Centennial Park

TERMS: Net 30

Main #: 559-661-5494

Fax #:

Email: jscarborough@cityofmadera.com

QTY	VENDOR	MODEL#	DESCRIPTION	RATE	TOTAL
			of packaging accumulated by equipment supplied by others, project security, landscape & hardscape repair based on access route to site, delays or returns due to layout conflicts, missing or damaged components & hardware, locating underground utilities; utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples. Conditions: Grades; stable, compacted, & workable (rough grade to be taken + or - one tenth of one inch), adequate access to work site provided for workmen, materials, tools & equipment.		
		FEES	Construction Contingency Used Only For Unforeseen Occurrences	3,000.00	3,000.00
QUOTE GOOD FOR 30 DAYS				SUBTOTAL	\$186,657.89
				SALES TAX (8.0%)	\$9,196.47
				TOTAL	\$195,854.36

Representative Authorized to Order: _____

Date: _____

SIGNED QUOTE REQUIRED TO ORDER

ORDER/DELIVERY INFORMATION: (Unless otherwise specified)

Offloading and installation are customer's responsibility. Please consult your sales representative for shipping and delivery time line. Time line will depend on equipment ordered. Please schedule delivery time with commercial freight company. NSP3 will provide name and phone number of freight company.

REPORT TO THE SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY

BOARD MEETING OF: May 11, 2016

AGENDA ITEM NUMBER: 5A

APPROVED BY:


Executive Director

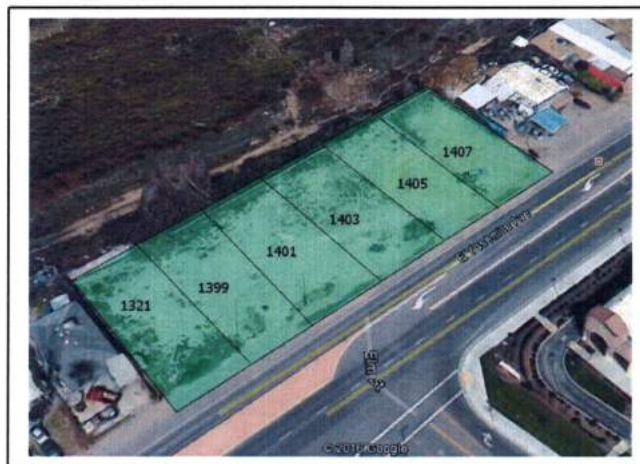
Subject: Consideration of a Resolution Approving an Option to Purchase Agreement for Property at 1321/1399/1401/1403/1405/1407 East Yosemite Avenue

Summary: The Successor Agency will consider an option to purchase property at 1321/1399/1401/1403/1405/1407 East Yosemite Avenue. The option is with Louie Fimbrez and the option amount is \$5,000.00.

HISTORY / BACKGROUND

Mr. Louie Fimbrez has expressed interest in acquiring the Agency-owned parcels on East Yosemite Avenue across from the Crossroads Shopping Center. The 34,690± sf parcel will require a fairly intense review due to its location on a state highway and the Fresno River. In addition to the City review agencies could include:

- Caltrans
- Department of Fish & Game
- Bureau of Reclamation
- Army Corps of Engineers



SITUATION

Mr. Fimbrez will be provided with an option to purchase for a period of twelve (12) months. During the first ninety (90) days the \$5,000.00 will be refundable. After this initial review period the deposit will be non-refundable. After a period of nine (9) months the property will be appraised in order to establish the sales price.

RECOMMENDATION

Staff recommends the Agency adopt the resolution approving the option agreement with Mr. Louie Fimbrez.

Attachments:

- Parcel Map
- Resolution
- Agreement

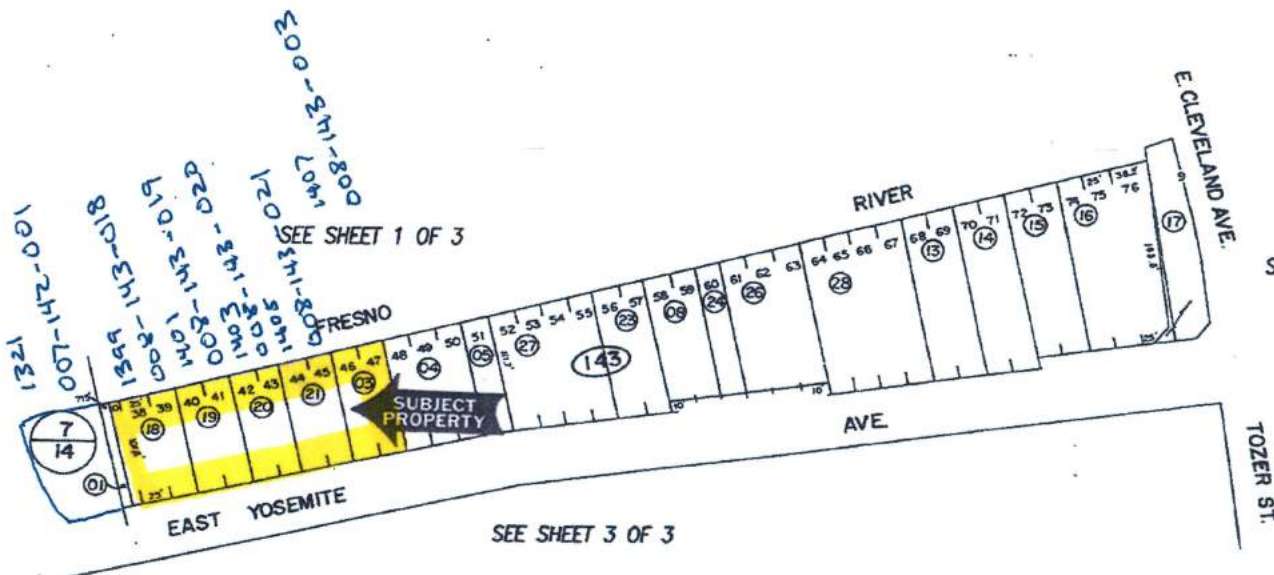
JET:cm

VESTA ADDITION

RIVERSIDE ADDITION
LOT 9

08-14
SHEET 2 OF 3

Tax Area Code
02-038



NOTE: This map is for assessment purposes only and is not for the intent of interpreting legal boundary rights, zoning regulations and/or legality of land division laws.

© 2001 Madera County Assessor, All Rights Reserved

Assessor's Map No. 08-14
Sheet 2 of 3
Madera Unified
City of Madera
County of Madera, Calif.
1990

JUL 31 2002

PARCEL MAP

01288-1-08
-2-17
-3-28 024

RESOLUTION SA 16-XX

RESOLUTION OF THE CITY OF MADERA AS SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY APPROVING AN OPTION AGREEMENT WITH LOUIE FIMBREZ TO PURCHASE REAL PROPERTY LOCATED IN THE CITY OF MADERA AND AUTHORIZING THE MAYOR TO EXECUTE THE OPTION.

WHEREAS, Mr. Louie Fimbrez has expressed interest in acquiring the Agency-owned parcels on East Yosemite Avenue across from the Crossroads Shopping Center; and

WHEREAS, AGENCY desires to offer FIMBREZ an option to purchase the parcels and has prepares an option agreement to facilitate said purchase.

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

1. The above recitals are true and correct.
2. The Option Agreement with Louie Fimbrez, a copy of which is on file in the office of Secretary of the Madera Redevelopment Agency and which is referred to for more particulars is hereby approved.
3. The Mayor of the City of Madera as Successor Agency to the former Madera Redevelopment Agency is authorized to execute the Agreement on behalf of the Agency as well as all other documents necessary to perfect the sale of the Property.
4. This resolution is effective immediately upon adoption.

* * * * *

**AGREEMENT FOR OPTION TO PURCHASE REAL PROPERTY BETWEEN THE
SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY
AND LOUIE FIMBREZ**

THIS AGREEMENT, made and entered into this 11th day of May, 2016 by and between the Successor Agency to the Former Madera Redevelopment Agency, a body corporate and politic, hereinafter referred to as "AGENCY", and Louie Fimbrez, an individual, hereinafter referred to as "FIMBREZ".

W I T N E S E T H

WHEREAS, Mr. Louie Fimbrez has expressed interest in acquiring the Agency-owned parcels on East Yosemite Avenue across from the Crossroads Shopping Center; and

WHEREAS, AGENCY desires to offer FIMBREZ an option to purchase the parcels and has prepares an option agreement to facilitate said purchase.

NOW THEREFORE, in consideration of the foregoing recitals and in consideration of the mutual obligations agreed to by the parties as listed herein, AGENCY and FIMBREZ agree as follows:

1. Option. AGENCY grants to FIMBREZ the option to purchase lots commonly known as 1321, 1399, 1401, 1403, 1405 and 1407 East Yosemite Avenue in the City of Madera, pursuant to the terms and conditions set forth herein.
2. Price. The purchase price for this Option Agreement is \$5,000.00 Five Thousand and 00/100 Dollars. The terms of the purchase for each lot shall be determined by an agreement for purchase and sale to be entered into upon FIMBREZ's exercise of its option to purchase hereunder. FIMBREZ may, by providing written notice to AGENCY, elect to terminate this agreement on or before August 10, 2016, in which case the purchase price set forth in this section

would be fully refunded. In the event FIMBREZ does not elect to terminate this agreement on or before August 10, 2016, the purchase price shall be fully vested in AGENCY regardless of whether FIMBREZ has exercised the option hereunder.

3. Subject Lots. The lots subject to this Option Agreement are located at 1321, 1399, 1401, 1403, 1405 and 1407 East Yosemite Avenue in the City of Madera and are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

4. Term. This Option Agreement shall commence on May 11, 2016, and shall terminate on May 10, 2017.

5. Indemnification.

FIMBREZ agrees to indemnify and defend the AGENCY and hold it, its Board, commissions, officers, volunteers, employees and agents free and harmless from and against any and all claims, lawsuits, judgments, costs, expenses and attorneys' fees on account of injury to persons or damage to property arising out of or resulting from the negligence or willful misconduct of FIMBREZ in the performance of this Agreement except for the sole negligence or willful misconduct of the AGENCY.

6. Attorney's Fees/Venue. In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful 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.

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

8. Assignment. Neither the AGENCY nor FIMBREZ will assign its interest in this Agreement without the written consent of the other.

9. Complete Agreement of Parties. This Agreement, including attachments 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.

IN WITNESS WHEREOF the parties hereto have executed this presence or caused the same to be executed by the officers thereunto duly authorized on the day and year in this agreement first above written.

SUCCESSOR AGENCY TO THE FORMER
MADERA REDEVELOPMENT RDA

LOUIE FIMBREZ

By: _____
Robert L. Poythress, Mayor

By: _____

ATTEST:

By: _____
Claudia Mendoza, Recording Secretary

APPROVED AS TO FORM:

By: _____
J. Brent Richardson,
General Legal Counsel

Exhibit "A"

1321 East Yosemite Avenue

The land referred to herein below is situated in the County of Madera, State of California, and is described as follows:

All that portion of the abandoned Elm Street lying between Lots 38 and 37 of the Vesta Addition, according to the map entitled, "Vesta Addition", recorded in the office of the County Recorder of Madera County, California on January 28, 1926 in Book 5 of Maps, at page 15, and more particularly described as follows:

Beginning at the Northwesterly corner of said Lot 38 of Vesta Addition, thence South 48° 08'; West 17.15 feet; thence south 57.07' West 32.85 feet, more or less, to the northeasterly corner of Lot 37 of said Vesta Addition thence from that point along the northeasterly line of said Lot 37, South 39° 37' East 105.39 feet to the Southeasterly corner of said Lot 37; thence North 49° 43' East 50.0 feet along the northwesterly line of Yosemite Avenue to the Southwesterly corner of said Lot 38; thence along the Southwesterly line of said Lot 32, North 39° 37' West a distance of 101.55 to the point of beginning.

Except the 10.00 feet lying adjacent to Lot 38, (that being the East 10 feet of abandoned Elm Street)

APN: 007-142-001

1399 East Yosemite Avenue

The land referred to herein below is situated in the County of Madera, State of California, and is described as follows:

Lots 38 and 39 and all that portion of abandoned Elm Street lying between Lots 38 and 37 of Vesta Addition, according to map entitled "Vesta Addition", recorded January 28, 1926 in the office of the County Recorder of the County of Madera, State of California, in Vol. 5 of Maps at Page 15, more particularly described as follows, to wit:

Beginning at the Northwest corner of said Lot 38 of Vesta Addition; thence South 48° 08' West 10 feet; thence South 39° 37' East and parallel to the Southwesterly line of Lot 38 to the Northwesterly line of Yosemite Avenue; thence along the Northwesterly line of Yosemite Avenue North 49° 43' East 10 feet to the Southwesterly corner of Lot 38; thence along the Southwesterly line of Lot 38 North 39° 37' West, a distance of 101.55 feet to the point of beginning.

APN: 008-143-018

1401 East Yosemite Avenue

The land referred to herein below is situated in the County of Madera, State of California, and is described as follows:

Lots 40 and 41 of Vesta Addition to the City of Madera, according to map entitled, "Vesta Addition", filed and recorded in the office of the County Recorder of the County of Madera, State of California, January 28, 1926 in Vol. 5 of Maps, at page 15.

APN: 008-143-019

1403 East Yosemite Avenue

The land referred to herein below is situated in the County of Madera, State of California, and is described as follows:

Lots 42 and 43 of Vesta Addition, to the City of Madera, according to the map thereof recorded, "Vesta Addition", filed and recorded in the office of the County Recorder of the County of Madera, State of California, January 23, 1926 in Book 5 of Maps, at Page 15.

APN: 008-143-020

1405 East Yosemite Avenue

The land referred to herein below is situated in the County of Madera, State of California, and is described as follows:

Lots 44 and 45 of Vesta Addition to the City of Madera according to map entitled, Vesta Addition, filed and recorded in the office of the County Recorder of the County of Madera, State of California, January 28, 1926 in Vol. 5 of Maps, at Page 15.

APN: 008-143-021

1407 East Yosemite Avenue

The land referred to herein below is situated in the County of Madera, State of California, and is described as follows:

Lots 46 and 47 of Vesta Addition to the City of Madera, according to the map entitled "Vesta Addition", in the City of Madera, County of Madera, State of California, as shown on map filed January 28, 1926 in Book 5, Page 15 of Maps, Madera County Records.

APN: 008-143-003

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

BOARD MEETING OF: May 11, 2016

AGENDA ITEM NUMBER: 6A

APPROVED BY:


Executive Director

Subject: Consideration of a Resolution Approving Sales Agreement for Property at 702 Lilly Street (A.P.N. 008-102-008) and 706 Lilly Street (A.P.N. 005-102-007)

Summary: The Successor Housing Agency will consider a resolution approving a sales agreement for property at 702/706 Lilly Street. The seller is James and Joan Massetti and the sales price is \$321,000.00.

HISTORY / BACKGROUND

By previous action, the former Redevelopment Agency displaced 63 low income households in conjunction with the Riverwalk Project and eleven (11) households in conjunction with the Courthouse Project. Health and Safety Code Section 33413 requires that we replace 100% of these units. ABx126 and AB1484 did not eliminate this requirement.

It is the Department of Finance's position that the Successor Housing Agency assumed these responsibilities, however, it is not recognized as an "enforceable obligation" so no funding has been provided.

It is proposed that the land sale proceeds from infill/Sugar Pine, the Bravo loan repayment and the Nebraska/Central properties be used to fund the acquisition/demolition of the site.

In June 2015, the Successor Housing Agency acquired 728 Lilly Street. The last remaining privately owned property is an auto repair business at 701 Adelaide Avenue which we will contact shortly. Ownership of the Hunter/Massetti properties provides us with approximately 3.2 acres (143,300 sf). The auto repair property would provide an additional 18,000± sf of property.



SITUATION

The sales price is considered to be fair market value based upon appraisals prepared by Lonnie Johnson and Bill Glover. The City found the proposed acquisition to be categorically exempt from CEQA and the proposed use to be in conformance with the General Plan. It is anticipated that the parcels will accommodate 20-25 single family residential lots.

RECOMMENDATION

Staff recommends the Successor Housing Agency adopt the resolution approving the sales agreement for 702/706 Lilly Street.

Attachments:

- Resolution
- Agreement

JET:cm

RESOLUTION NO. SHA 16-XX

RESOLUTION OF THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, APPROVING AGREEMENT WITH JAMES MASSETTI AND JOAN MASSETTI, AS TRUSTEES OF THE JAMES MASSETTI TRUST, DATED MARCH 16, 1994, FOR THE PURCHASE OF REAL PROPERTY KNOWN AS 702 AND 706 LILLY STREET, IN THE CITY OF MADERA AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ACCEPT THE PROPERTY ON BEHALF OF THE CITY OF MADERA, AS SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

WHEREAS, James Massetti and Joan Massetti, as Trustees of the James Massetti Trust, dated March 16, 1994, have offered for sale to the Successor Housing Agency to the former Madera Redevelopment Agency (the "Agency"), two parcels of land (the "Property") in the City of Madera; and

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

WHEREAS, the purchase price of \$321,000.00 to be paid for the Property under the terms of the Agreement does not exceed the fair market value of the Property; and

WHEREAS, the project for which the Property is being acquired is in the best interest of the Agency, and the City, and is consistent with the general plan and is found to be categorically exempt pursuant to Section 15303 of the California Environmental Quality Act Guidelines; and

WHEREAS, the use of the Property will be for redevelopment purposes, and to eliminate blight, provide affordable housing, and is consistent with the General Plan of the City of Madera.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA, as 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. The Agreement between the Agency and James Massetti and Joan Massetti, as Trustees of the

James Massetti Trust, dated March 16, 1994, is approved in the amount of \$321,000.00.

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

4. The Executive Director of the Successor Agency is directed to take all steps necessary to acquire the Property in accordance with the Agreement.

5. This resolution is effective immediately upon adoption.

* * * * *

PASSED AND ADOPTED by the City Council of the City of Madera as Successor Housing Agency to the former Madera Redevelopment Agency this ___ th day of May, 2016, by the following vote:

AYES:

NOES:

ABSENT:

Robert L. Poythress, Mayor

ATTEST:

Claudia Mendoza, Recording Secretary

Approved as to Legal Form:

J. Brent Richardson, General Counsel

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS

JAMES MASSETTI AND JOAN MASSETTI, AS TRUSTEES OF THE JAMES MASSETTI TRUST, DATED MARCH 16, 1994, hereinafter called the "Seller," without regard to number or gender, hereby agrees to sell to the SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter called the "Agency," the real property described in Exhibit "A" attached hereto and incorporated herein by reference.

1. The purchase price for the Subject Property shall be the sum of Three Hundred Twenty-One Thousand and no/one hundredths dollars (\$321,000.00) as just compensation therefor.
2. Seller warrants that the Subject Property has been offered for sale and that it is not being acquired under threat of condemnation.
3. Seller 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 Seller and Agency 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 Seller will place into escrow a grant deed to the Subject Property in favor of the Agency. The Agency will place into escrow, funds in the amount of the Purchase Price and any costs to be paid by the Agency.
 - b. The escrow fee, cost of policy of title insurance, recording fees (if any), and all other closing costs shall be paid by Agency. Seller 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 Agency as well as any real estate agent's commission.
 - c. Agency shall deposit the sums specified in Paragraph 1 of this Agreement together with an amount equal to its share of the closing costs in escrow upon receipt of a demand and statement from Title Company therefor.
 - d. Seller shall deposit a duly executed grant deed sufficient to convey to Agency 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 Seller 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 Seller, prior to opening of this escrow, shall not be prorated between Buyer and Seller. There will be no reimbursement of any taxes to Seller.
 - 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. Seller shall provide a duly executed grant deed and Agency shall submit to Title Company the amounts required to be paid by Agency, and Title Company shall record the grant deed in favor of the Agency within 30 days from the date 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. Seller shall vacate the property immediately upon close of escrow and Agency shall have the immediate right of possession of such property.

6. Seller hereby grants to Agency, 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 Seller. 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, Agency may elect to require that the Seller pay to Agency the proceeds of any insurance which may become payable to Seller 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 Seller, whichever is greater.

8. To the best of Seller'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. Seller hereby warrants, represents and/or covenants to Agency that:

a. To the best of Seller'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 Seller'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, Seller 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, Seller shall not do anything which would impair Seller's title to any of the Subject Property.

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

11. Agency acknowledges it is purchasing the Subject Property **as is** and Seller 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 Seller and Agency, their heirs, executors, administrators, successors in interest, and assigns.

Date: _____

APPROVED AS TO FORM:

Seller: JAMES MASSETTI AND JOAN MASSETTI, AS TRUSTEES OF THE JAMES MASSETTI TRUST, DATED MARCH 16, 1994

J. Brent Richardson, General Counsel

By: _____
James Massetti

By: _____
Joan Massetti

This Agreement is executed by the Agency, 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 _____, 2016.

Date: _____

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

ATTEST:

By: _____
Claudia Mendoza, Agency Secretary

By: _____
Robert L. Poythress, Mayor

ATTACH NOTARY ACKNOWLEDGMENTS

Exhibit "A"

702 Lilly Street, Madera, CA
APN/Parcel ID(s): 008-102-008

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:
Parcel 1 of that certain Parcel Map according to the map thereof recorded September 2, 1986 in Book 32 of Maps, at page 62, in the City of Madera, County of Madera, State of California, in the office of the County Recorder of said County.

706 Lilly Street, Madera, CA
For APN/Parcel ID(s): 008-102-007-000

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

PARCEL 2 OF THAT CERTAIN PARCEL MAP ACCORDING TO THE MAP THEREOF RECORDED OCTOBER 2, 1974 IN BOOK 20 OF MAPS, AT PAGE 50 MADERA COUNTY RECORDS.



MADERA UNIFIED
SCHOOL DISTRICT

Athletic Department
1902 Howard Rd
Madera, CA 93637
(559) 675-4500
(559) 675-4528 Fax 306

DIRECTOR of ATHLETICS
MARTY BITTER
martybitter@madera.usd.org

ADMINISTRATIVE
ASSTISTANT
Cristina Khan: EXT 102
cristinakhan@madera.usd.org

ATHLETIC DIRECTORS

Madera High -- John Fernandez
johnfernandez@madera.usd.org

Madera South - Andrea Devine
andreadevine@madera.usd.org

Thomas Jefferson - Ryan Philp
ryanphilp@madera.usd.org

Desmond - Nick Burns
nickburns@madera.usd.org

Martin Luther King - Alex Smith
alexandersmith@madera.usd.org

SUPERINTENDENT:
Edward C. González

Meeting Date: May 11, 2016
Agenda Item Number: 7A

Mayor Robert L. Poythress
c/o Sonia Alvarez, City Clerk
205 West 4th Street
Madera, CA 93637

May 4, 2016

Dear Mayor Robert L. Poythress and the Madera City Council:

The Madera Unified School District respectfully requests a *Letter of Support* from the City Council for the City of Madera as a part of our application for the Carol M. White Physical Education Program (PEP) Grant. If awarded, these resources will help enhance our physical education, health, nutrition and athletic programs.

If awarded our district could receive as much as \$800,000 per year for three years. These funds will go a long way toward creating healthy change for Madera Unified students and their families. Recognizing that we cannot create this change in isolation, we would like to call on our partners in the After School Program (and other community endeavors) to demonstrate our collective commitment to healthy change.

In closing, the Madera Unified School District would appreciate your consideration for our request to submit a Letter of Support for the Carol M. White PEP Grant program. We look forward to working with your team as an investment in our children and in our community.

Sincerely,

Marty Bitter, Director of Athletics
Madera Unified School District