

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

May 13, 2015
6:00 p.m.

City Hall
Council Chambers

1. CALL TO ORDER

Mayor /Housing Authority Commissioner Robert 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/Commissioner William Oliver
Council Member/Chairperson Donald E. Holley
Council Member/Vice-Chairperson Derek O. Robinson Sr.
Council Member/Commissioner Sally J. Bomprezzi
Council Member/Commissioner Andrew J. Medellin

Absent: Council Member/Commissioner Charles F. Rigby

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

City of Madera staff members present: City Administrator David Tooley

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 Robert Poythress recessed the Regular Meeting of the Housing Authority of the City of Madera and at 6:02 p.m. opened 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.

PRESENTATIONS:

There are no items for this section.

2. WORKSHOP:

There are no items for this section.

Announcement by Secretary:

Per Government Code Section 54957.5, members of the public are advised, that less than 72 Hours prior to this evening's meeting, Item 3G 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 Robert 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 – April 8, 2015 (City/Successor Agency/Successor Housing Agency)

3B. Listing of Warrants Issued from April 1, 2015 to April 30, 2015 (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 April 30, 2015 (City)

3G. Consideration of a Resolution Approving an Agreement for Neighborhood Revitalization Services Funded by the City of Madera (Successor Agency)

3H. Update on Waste Tire Amnesty Day Event Held April 11, 2015 (City)

3I. Investment Report for the Quarter ending March 31, 2015 (Successor Agency)

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.

Mayor Poythress called for a motion to approve the items as presented on the Consent Calendar.

*On motion by Council Member Bompreszi, seconded by Council Member Medellin the Consent Calendar was approved unanimously as presented by the following 6/0 vote: Ayes: Council Members Poythress, Oliver, Robinson, Bompreszi, Medellin and Holley; Noes: None; Abstain: None; Absent: Council Member Rigby; resulting in the unanimous approval of **Resolution SA 15-06** and 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 April 8, 2015.*

4. PROJECTS AND REPORTS

No items for this section.

5. AGREEMENTS

No items for this section.

6. HOUSING

6A. Joint Public Hearing Regarding Consideration of Resolutions Approving 33433 Report and Approval of Sale of Real Property Located at 239, 253 and 275 Elm Avenue and Consideration of a Resolution Approving Disposition and Development Agreement with Oriole Homes Inc. (City/Successor Housing Agency)

Executive Director Taubert reported that this is a noticed public hearing between the City Council and the Successor Housing Agency regarding the sale of property located at 239, 253 and 275 Elm Avenue. We are proposing to sell the three lots to Oriole Homes. The principal is Steve Hair and he has already acquired sixteen (16) lots at that subdivision. Six (6) have closed escrow and several others in escrow. He is proposing to construct homes in the 1,000 sf – 1,435 sf with a price range of \$139,000.00 - \$159,000.00.

Mayor Poythress called for questions or comments, there were none.

Mayor Poythress opened the public hearing at 6:04 p.m.

There being no other speakers, the public hearing was closed at 6:04 p.m.

No other comments or questions were offered.

Mayor Poythress called for a motion to adopt the City Council resolution.

CC 15-78 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING SALE OF PROPERTIES KNOWN AS 239, 253 AND 275 ELM AVENUE ACQUIRED BY TAX INCREMENT BY THE FORMER MADERA REDEVELOPMENT AGENCY AND MAKING FINDINGS RELATED THERETO (6A.1)

On motion by Council Member Holley, seconded by Council Member Oliver, Resolution Number CC 15-78 was approved unanimously as presented by the following 6/0 vote: Ayes: Council Members Poythress, Oliver, Robinson, Bomprezzi, Medellin and Holley; Noes: None; Abstain: None; Absent: Council Member Rigby

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

SHA 15-09 RESOLUTION OF THE CITY OF MADERA AS SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY MADERA, CALIFORNIA APPROVING THE SALE OF PROPERTIES LOCATED AT 239, 253 AND 275 ELM AVENUE FOR THE CONSTRUCTION OF ONE (1) SINGLE FAMILY DWELLING UNIT ON EACH LOT LOCATED IN THE CITY OF MADERA (6A.2)

On motion by Council Member Holley, seconded by Council Member Oliver, Resolution Number SHA 15-09 was approved unanimously as presented by the following 6/0 vote: Ayes: Council Members Poythress, Oliver, Robinson, Bomprezzi, Medellin and Holley; Noes: None; Abstain: None; Absent: Council Member Rigby

Mayor Poythress called for a motion to adopt the second Successor Housing Agency resolution.

SHA 15-10 RESOLUTION OF THE CITY OF MADERA AS SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY MADERA, CALIFORNIA APPROVING DISPOSITION AND DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION OF THREE SINGLE FAMILY RESIDENCES LOCATED AT 239, 253 AND 275 ELM AVENUE AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE SUCCESSOR HOUSING AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY (6A.3)

On motion by Council Member Holley, seconded by Council Member Bomprezzi, Resolution Number SHA 15-10 was approved unanimously as presented by the following 6/0 vote: Ayes: Council Members Poythress, Oliver, Robinson, Bomprezzi, Medellin and Holley; Noes: None; Abstain: None; Absent: Council Member Rigby

7. GENERAL

No items for this section.

8. AGENCY MEMBER REPORTS

Council Member Robinson reported that the League of Cities is sponsoring a free golf tournament. Anyone interested in attending, please see him for details.

Council Member Bomprezzi had nothing to report.

Council Member Holley reported that the Mayor's Prayer Breakfast went well. He also reported last Saturday was his last McNalley Park Jesse Owens Games. He is retiring after 28 years. Also, he received a letter from the Jesse Owens Foundation.

Council Member Medellin had nothing to report.

Council Member Oliver that he and Council Member Rigby attended a Neighborhood Watch Meeting on North Lake Street. There was great participation and good questions.

Mayor Poythress reported that he attended the first of five landscape meetings. Only five residents attended. However, there was some good questions and input.

9. CLOSED SESSION

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 6:09 p.m.

Claudia Mendoza, Recording Secretary

William Oliver, Mayor Pro Tem

/cm

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

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

From: Office of the Treasurer

Subject: Listing of Warrants Issued

Date: June 10, 2015

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:

May 1, 2015 to May 31, 2015

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

General Warrants:	#10539 - #10557	\$37,726.57
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Respectfully submitted,



Tim Przybyla
Financial Services Manager

THE SUCCESSOR AGENCY TO
THE FORMER CITY OF MADERA REDEVELOPMENT AGENCY
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK MAIN ACCOUNT
JUNE 10, 2015

CHECK	PAYDATE	ISSUED TO	DESCRIPTION	AMOUNT
010539	5/7/2015	WILLIAM J GLOVER	APPRAISAL "E" ST RR SPUR	500.00
010540	5/7/2015	HARBISON INTERNATIONAL INC.	RIVERSIDE VILLAS STORM DRAIN	5,650.00
010541	5/7/2015	JOHNSON REAL ESTATE APPRAISAL	APPRAISAL OF 804 S "D" ST	250.00
010542	5/7/2015	CITY OF MADERA	MARCH 2015 PAYROLL & OTHER EXPS	24,238.17
010543	5/7/2015	CITY OF MADERA	5 E YOSEMITE AVE MAY 2015 WATER SEWER	418.75
010544	5/7/2015	MADERA GLASS & MIRROR CO.	REPLACEMENT OF 2 WINDOWS AT 5 E YOSEMITE	1,777.93
010545	5/7/2015	NORTHSTAR ENGINEERING GROUP INC	SW INDUSTRIAL PLAN MAR 2015 INVOICE	517.50
010546	5/7/2015	P G AND E	4/15 SVS 2000655655-7	817.41
010547	5/7/2015	PETER S. COOPER, MAI	APPRAISAL SERVICES	2,500.00
010548	5/7/2015	RICOH USA, INC.	LEASE OF COPIER FOR MAY 2015	203.67
010549	5/7/2015	SANDY'S HOUSEKEEPING & JANITORIAL	CUSTODIAL SERVICES FOR MAY 2015	425.00
010550	5/7/2015	SHRED-IT USA-FRESNO	DOCUMENT SHREDDING SVS ON 04/29/15	82.20
010551	5/7/2015	TERMINIX INTERNATIONAL	PEST CONTROL SVS 04/07/15	27.00
010552	5/21/2015	JOHNSON REAL ESTATE APPRAISAL	APPRAISAL FEES VACANT LOT FIG ST	250.00
010553	5/21/2015	KRAZAN & ASSOCIATES, INC	ENVIRONMENTAL SITE ASSMT 728 LILLY	1,900.00
010554	5/21/2015	MADERA CLEANERS AND LAUNDRY INC.	SLATE MAT	13.50
010555	5/21/2015	MADERA COALITION FOR COMMUNITY JUSTICE	OPERATION CIVIC PRIDE PROJECT PMT #11	899.76
010556	5/21/2015	MADERA TRIBUNE	PUBLICATION OF PUB HEARING NOTICE	145.60
010557	5/21/2015	NORTHSTAR ENGINEERING GROUP INC	SW INDUSTRIAL PLAN APR 2015	850.00

BANK #1 - Union Bank Main Acct. Total

37,726.57

CITY OF MADERA REDEVELOPMENT AGENCY REPORT TO SUCCESSOR AGENCY BOARD

SUCCESSOR AGENCY MEETING OF JUNE 10, 2015

SUCCESSOR AGENCY AGENDA ITEM NUMBER 3C/3D

APPROVED BY


FINANCE DEPARTMENT


SUCCESSOR AGENCY EXECUTIVE DIRECTOR

Subject: Monthly Financial Reports

Background: Each month the Finance Department will be including in the agenda packet a set of reports that present the operating results for the Successor Agency during the prior month. 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 07/01/2014
To 05/31/2015

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	12,069.10-	12,069.10-	0.00	12,069.10	0.00
2001-8190	Rental Income	33,550.00-	33,550.00-	0.00	33,550.00	0.00
2001-8657	Miscellaneous Revenue	12,177.34-	12,177.34-	0.00	12,177.34	0.00
2001-8659	Refunds and Reimbursements	19,464.00-	19,464.00-	0.00	19,464.00	0.00
2001-8671	Sale of Real Estate	158,000.00-	158,000.00-	0.00	158,000.00	0.00
	NET Account: Revenue:	235,260.44-	235,260.44-	0.00	235,260.44	0.00
Account: Expense						
2001-1010	Salaries - Full-time	22,709.15	22,709.15	0.00	22,709.15-	0.00
2001-1020	Salaries - Part-time	1,669.93	1,669.93	0.00	1,669.93-	0.00
2001-1040	Salaries - Leave Payout	1,502.49	1,502.49	0.00	1,502.49-	0.00
2001-2000	Public Employees Retirement System	4,612.76	4,612.76	0.00	4,612.76-	0.00
2001-2002	Long Term Disability Insurance	67.12	67.12	0.00	67.12-	0.00
2001-2003	Life Insurance Premiums	16.56	16.56	0.00	16.56-	0.00
2001-2004	Worker's Compensation Insurance	1,822.67	1,822.67	0.00	1,822.67-	0.00
2001-2005	Medicare Tax - Employer's Share	389.50	389.50	0.00	389.50-	0.00
2001-2007	Deferred Compensation - Part-time	58.84	58.84	0.00	58.84-	0.00
2001-2008	Deferred Compensation - Full-time	2,226.27	2,226.27	0.00	2,226.27-	0.00
2001-2009	Unemployment Insurance Premiums	101.94	101.94	0.00	101.94-	0.00
2001-2010	Section 125 Benefit Allow.	3,224.44	3,224.44	0.00	3,224.44-	0.00
2001-3001	Gas and Electric Utilities	3,327.73	3,327.73	0.00	3,327.73-	0.00
2001-3002	Telephone and Fax Charges	373.22	373.22	0.00	373.22-	0.00
2001-3011	Advertising - Bids and Legal Notice	825.76	825.76	0.00	825.76-	0.00
2001-3016	Office Supplies - Expendable	12.16	12.16	0.00	12.16-	0.00
2001-3040	Contracted Services	3,863.19	3,863.19	0.00	3,863.19-	0.00
2001-3115	Taxes and Assessments	7,918.02	7,918.02	0.00	7,918.02-	0.00
2001-3120	Other Supplies	33.29	33.29	0.00	33.29-	0.00
2001-3130	Building Supplies, Keys and Repairs	221.22	221.22	0.00	221.22-	0.00
2001-3135	Rental Property Maintenance	696.81	696.81	0.00	696.81-	0.00
2002-3069	Disposal Costs	3,819.35	3,819.35	0.00	3,819.35-	0.00
2002-3802	Acquisition / Demolition	27,725.00	27,725.00	0.00	27,725.00-	0.00
	NET Account: Expense:	87,217.42	87,217.42	0.00	87,217.42-	0.00
	TOTAL Fund 40200: Low/Mod Hsg TI Housing Asset:	148,043.02-	148,043.02-	0.00	148,043.02	0.00

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2014
To 05/31/2015

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	4,324,965.00-	4,324,965.00-	0.00	4,324,965.00	0.00
3001-8430	NSP3 Reimbursements	27,945.03-	27,945.03-	0.00	27,945.03	0.00
	NET Account: Revenue:	4,352,910.03-	4,352,910.03-	0.00	4,352,910.03	0.00
Account: Expense						
3001-1010	Salaries - Full-time	9,136.00	9,136.00	0.00	9,136.00-	0.00
3001-1020	Salaries - Part-Time	680.00	680.00	0.00	680.00-	0.00
3001-1040	Salaries - Leave Payout	1,146.00	1,146.00	0.00	1,146.00-	0.00
3001-2000	Public Employees Retirement System	1,838.00	1,838.00	0.00	1,838.00-	0.00
3001-2002	Long Term Disability Insurance	28.00	28.00	0.00	28.00-	0.00
3001-2003	Life Insurance Premiums	8.00	8.00	0.00	8.00-	0.00
3001-2004	Worker's Compensation Insurance	755.00	755.00	0.00	755.00-	0.00
3001-2005	Medicare Tax - Employer's Share	172.00	172.00	0.00	172.00-	0.00
3001-2007	Deferred Compensation - Part-Time	25.00	25.00	0.00	25.00-	0.00
3001-2008	Deferred Compensation - Full-time	820.00	820.00	0.00	820.00-	0.00
3001-2010	Section 125 Benefits Allow.	1,366.00	1,366.00	0.00	1,366.00-	0.00
3001-7000	Operating Transfer to Other Funds	3,818,068.88	3,818,068.88	0.00	3,818,068.88-	0.00
3900-9000	Prior Period Adjustment	17,644.81-	17,644.81-	0.00	17,644.81	0.00
	NET Account: Expense:	3,816,398.07	3,816,398.07	0.00	3,816,398.07-	0.00
	TOTAL Fund 40300: Non Housing Tax Incr - RPTTF:	536,511.96-	536,511.96-	0.00	536,511.96	0.00

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2014
To 05/31/2015

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 57500: Administrative Allowance Fund						
Account: Revenue						
3500-8350	Transfers In	250,000.00-	250,000.00-	0.00	250,000.00	0.00
	NET Account: Revenue:	250,000.00-	250,000.00-	0.00	250,000.00	0.00
Account: Expense						
3501-1010	Salaries - Full-time	119,555.82	119,555.82	0.00	119,555.82-	0.00
3501-1020	Salaries - Part-Time	8,788.86	8,788.86	0.00	8,788.86-	0.00
3501-1040	Salaries - Leave Payout	7,717.61	7,717.61	0.00	7,717.61-	0.00
3501-2000	Public Employees Retirement System	24,291.21	24,291.21	0.00	24,291.21-	0.00
3501-2002	Long Term Disability Insurance	352.79	352.79	0.00	352.79-	0.00
3501-2003	Life Insurance Premiums	86.38	86.38	0.00	86.38-	0.00
3501-2004	Worker's Compensation Insurance	9,587.93	9,587.93	0.00	9,587.93-	0.00
3501-2005	Medicare Tax - Employer's Share	2,045.14	2,045.14	0.00	2,045.14-	0.00
3501-2007	Deferred Compensation - Part-Time	309.15	309.15	0.00	309.15-	0.00
3501-2008	Deferred Compensation - Full-time	11,238.70	11,238.70	0.00	11,238.70-	0.00
3501-2009	Unemployment Insurance Premiums	551.21	551.21	0.00	551.21-	0.00
3501-2010	Section 125 Benefit Allow.	16,950.84	16,950.84	0.00	16,950.84-	0.00
3501-3001	Gas and Electric Utilities	12,585.69	12,585.69	0.00	12,585.69-	0.00
3501-3002	Telephone and Fax Charges	2,018.30	2,018.30	0.00	2,018.30-	0.00
3501-3003	Cellular Phone and Pager Charges	809.70	809.70	0.00	809.70-	0.00
3501-3014	Professional Dues	190.00	190.00	0.00	190.00-	0.00
3501-3015	Publications and Subscriptions	69.00	69.00	0.00	69.00-	0.00
3501-3016	Office Supplies - Expendable	65.76	65.76	0.00	65.76-	0.00
3501-3018	Postage / Other Mailing Charges	14.04	14.04	0.00	14.04-	0.00
3501-3020	Mileage Reimbursement	1,390.28	1,390.28	0.00	1,390.28-	0.00
3501-3040	Contracted Services	10,942.18	10,942.18	0.00	10,942.18-	0.00
3501-3115	Taxes and Assessments	904.60	904.60	0.00	904.60-	0.00
3501-3120	Other Supplies	180.02	180.02	0.00	180.02-	0.00
3501-3130	Building Supplies, Keys and Repairs	1,504.85	1,504.85	0.00	1,504.85-	0.00
3501-3300	Conference/Training/Education	379.00	379.00	0.00	379.00-	0.00
3501-3600	Maintenance Agreements	4,954.00	4,954.00	0.00	4,954.00-	0.00
3501-9000	Prior Period Adjustment	1,808.21	1,808.21	0.00	1,808.21-	0.00
	NET Account: Expense:	239,291.27	239,291.27	0.00	239,291.27-	0.00
	TOTAL Fund 57500: Administrative Allowance Fund:	10,708.73-	10,708.73-	0.00	10,708.73	0.00

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2014
To 05/31/2015

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	1,000.00-	1,000.00-	0.00	1,000.00	0.00
	NET Account: Revenue:	1,000.00-	1,000.00-	0.00	1,000.00	0.00
Account: Expense						
5001-1010	Salaries - Full-time	16,815.15	16,815.15	0.00	16,815.15-	0.00
5001-1020	Salaries - Part-time	1,230.93	1,230.93	0.00	1,230.93-	0.00
5001-1040	Salaries - Leave Payout	763.49	763.49	0.00	763.49-	0.00
5001-2000	Public Employees Retirement System	3,426.76	3,426.76	0.00	3,426.76-	0.00
5001-2002	Long Term Disability Insurance	49.12	49.12	0.00	49.12-	0.00
5001-2003	Life Insurance Premiums	11.56	11.56	0.00	11.56-	0.00
5001-2004	Worker's Compensation Insurance	1,335.67	1,335.67	0.00	1,335.67-	0.00
5001-2005	Medicare Tax - Employer's Share	278.50	278.50	0.00	278.50-	0.00
5001-2007	Deferred Compensation - Part-time	42.84	42.84	0.00	42.84-	0.00
5001-2008	Deferred Compensation - Full-time	1,531.11	1,531.11	0.00	1,531.11-	0.00
5001-2009	Unemployment Insurance Premiums	101.94	101.94	0.00	101.94-	0.00
5001-2010	Section 125 Benefit Allow.	2,343.44	2,343.44	0.00	2,343.44-	0.00
5001-3001	Gas and Electric Utilities	908.82	908.82	0.00	908.82-	0.00
5001-3002	Telephone and Fax Charges	373.22	373.22	0.00	373.22-	0.00
5001-3016	Office Supplies - Expendable	12.16	12.16	0.00	12.16-	0.00
5001-3040	Contracted Services	5,194.97	5,194.97	0.00	5,194.97-	0.00
5001-3115	Taxes and Assessments	102.39	102.39	0.00	102.39-	0.00
5001-3120	Other Supplies	33.29	33.29	0.00	33.29-	0.00
5001-3130	Building Supplies, Keys and Repairs	2,657.69	2,657.69	0.00	2,657.69-	0.00
5001-3135	Rental Property Maintenance	630.00	630.00	0.00	630.00-	0.00
5002-3802	Acquisitions	500.00	500.00	0.00	500.00-	0.00
5002-3812	Riverwalk Improvement Project	3,885.00	3,885.00	0.00	3,885.00-	0.00
5002-3814	Adell Improvement Project	2,848.76	2,848.76	0.00	2,848.76-	0.00
5004-3804	SouthWest Industrial Infract. Study	4,822.50	4,822.50	0.00	4,822.50-	0.00
5010-3812	Sunset/Laurel Linear Park	803.91	803.91	0.00	803.91-	0.00
	NET Account: Expense:	50,703.22	50,703.22	0.00	50,703.22-	0.00
	TOTAL Fund 60500: Non Housing Bond Proceeds:	49,703.22	49,703.22	0.00	49,703.22-	0.00

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2014
To 05/31/2015

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	7,875.00	7,875.00	0.00	7,875.00-	0.00
	NET Account: Expense:	7,875.00	7,875.00	0.00	7,875.00-	0.00
	TOTAL Fund 60600: Low/Mod Housing Bond Proceeds:	7,875.00	7,875.00	0.00	7,875.00-	0.00

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2014
To 05/31/2015

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 80400: Debt Service Fund						
Account: Revenue						
4001-8162	Interest Income	20,110.25-	20,110.25-	0.00	20,110.25	0.00
4001-8350	Transferes In	3,568,068.88-	3,568,068.88-	0.00	3,568,068.88	0.00
	NET Account: Revenue:	3,588,179.13-	3,588,179.13-	0.00	3,588,179.13	0.00
Account: Expense						
4002-3040	Contracted Services	3,031.00	3,031.00	0.00	3,031.00-	0.00
4002-6000	Interest Expense-Bond 1998	278,752.50	278,752.50	0.00	278,752.50-	0.00
4002-6001	Bond Principle 1998	130,000.00	130,000.00	0.00	130,000.00-	0.00
4003-3040	Contracted Services	3,105.20	3,105.20	0.00	3,105.20-	0.00
4003-6000	Interest Expense Bond 2003	742,756.26	742,756.26	0.00	742,756.26-	0.00
4003-6001	Bond Principle 2003	550,000.00	550,000.00	0.00	550,000.00-	0.00
4004-3040	Contracted Services	8,961.40	8,961.40	0.00	8,961.40-	0.00
4004-6000	Interest Expense Bond 2008	1,409,862.52	1,409,862.52	0.00	1,409,862.52-	0.00
4004-6001	Bond Principle-2008	445,000.00	445,000.00	0.00	445,000.00-	0.00
	NET Account: Expense:	3,571,468.88	3,571,468.88	0.00	3,571,468.88-	0.00
	TOTAL Fund 80400: Debt Service Fund:	16,710.25-	16,710.25-	0.00	16,710.25	0.00
	REPORT TOTALS:	654,395.74-	654,395.74-	0.00	654,395.74	0.00

*** End Of Report ***

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2014
To 05/31/2015

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	6,215.00-	6,215.00-	10,000.00-	3,785.00-	62.15
2380-8203	Background Check Service Fee	475.00-	475.00-	300.00-	175.00	158.33
2380-8227	Vacant Building Ordinance	6,245.00-	6,245.00-	4,500.00-	1,745.00	138.78
2380-8228	Graffiti Ordinance	964.43-	964.43-	0.00	964.43	0.00
2380-8551	Fines and Penalties for Violations	502,254.45-	502,254.45-	425,000.00-	77,254.45	118.18
2380-8554	Vehicle Abatement Fee	50,388.54-	50,388.54-	48,000.00-	2,388.54	104.98
2380-8556	Foreclosure Revenues	60,456.87-	60,456.87-	45,000.00-	15,456.87	134.35
2380-8659	Refunds and Reimbursements	1,295.00-	1,295.00-	0.00	1,295.00	0.00
2380-8682	Collection Recovery-Code Enf.	114,481.64-	114,481.64-	30,000.00-	84,481.64	381.61
2381-8363	Transfer In from 10221	366,666.67-	366,666.67-	400,000.00-	33,333.33-	91.67
	NET Account: Revenue:	1,109,442.60-	1,109,442.60-	962,800.00-	146,642.60	115.23
Account: Expense						
2425-1010	Salaries / Full-time	379,607.46	379,607.46	421,117.00	41,509.54	90.14
2425-1020	Salaries / Part-time	71,121.25	71,121.25	192,399.00	121,277.75	36.97
2425-1030	Salaries / Overtime	596.04	596.04	0.00	596.04-	0.00
2425-1040	Salaries - Leave Payout	17,297.60	17,297.60	8,917.00	8,380.60-	193.98
2425-1050	Salaries / Uniform Pay	750.00	750.00	1,000.00	250.00	75.00
2425-2000	Public Employees Retirement System	78,997.37	78,997.37	98,561.00	19,563.63	80.15
2425-2002	Long Term Disability Insurance	1,302.71	1,302.71	1,425.00	122.29	91.42
2425-2003	Life Insurance Premiums	440.76	440.76	478.00	37.24	92.21
2425-2004	Worker's Compensation Insurance	36,052.74	36,052.74	46,729.00	10,676.26	77.15
2425-2005	Medicare Tax - Employer's Share	7,080.73	7,080.73	9,430.00	2,349.27	75.09
2425-2007	Deferred Compensation / Part-time	2,270.23	2,270.23	3,843.00	1,572.77	59.07
2425-2008	Deferred Compensation / Full-time	26,994.88	26,994.88	23,103.00	3,891.88-	116.85
2425-2009	Unemployment Insurance	4,258.22	4,258.22	4,903.00	644.78	86.85
2425-2010	Section 125 Benefit Allow.	103,060.92	103,060.92	180,677.00	77,616.08	57.04
2425-3001	Gas and Electric Utilities	0.00	0.00	9,999.00	9,999.00	0.00
2425-3002	Telephone and Fax Charges	3,889.40	3,889.40	10,000.00	6,110.60	38.89
2425-3011	Advertising - Bids and Legal Notices	0.00	0.00	1,000.00	1,000.00	0.00
2425-3014	Professional Dues	75.00	75.00	375.00	300.00	20.00
2425-3015	Publications and Subscriptions	324.51	324.51	85.00	239.51-	381.78
2425-3016	Office Supplies - Expendable	2,119.25	2,119.25	8,000.00	5,880.75	26.49
2425-3018	Postage / Other Mailing Charges	12,114.02	12,114.02	6,000.00	6,114.02-	201.90
2425-3020	Mileage Reimbursement	0.00	0.00	700.00	700.00	0.00
2425-3025	Vehicle Fuel, Supplies & Maintenance	5,994.45	5,994.45	22,167.45	16,173.00	27.04
2425-3040	Contracted Services	40,037.96	40,037.96	109,659.10	69,621.14	36.51
2425-3050	Bad Debt Expense	0.00	0.00	3,000.00	3,000.00	0.00
2425-3120	Other Supplies	1,292.47	1,292.47	25,000.00	23,707.53	5.17
2425-3130	Building Supplies, Keys, Repairs	377.29	377.29	3,000.00	2,622.71	12.58
2425-3138	Tool Replacement Cost	214.74	214.74	1,000.00	785.26	21.47
2425-3300	Conference, Training, Education	2,646.75	2,646.75	7,000.00	4,353.25	37.81
2425-4002	Interfund Charges - Central Supply	459.64	459.64	600.00	140.36	76.61
2425-4005	Interfund Charges - Vehicle Repairs	15,378.92	15,378.92	16,777.00	1,398.08	91.67
2425-4007	Interfund Charges - Vehicle Replacem	10,144.75	10,144.75	11,067.00	922.25	91.67
2425-4018	Interfund Charges-Computer Maint.	24,069.84	24,069.84	26,258.00	2,188.16	91.67
2425-4020	Interfund Charges - Computer Replace	3,036.00	3,036.00	3,312.00	276.00	91.67
2425-5015	Auto and Truck - New	16,187.78	16,187.78	16,187.78	0.00	100.00
2425-6002	Lease Payment	0.00	0.00	7,730.00	7,730.00	0.00
	NET Account: Expense:	868,193.68	868,193.68	1,281,499.33	413,305.65	67.75
TOTAL Dept 414: Community Development - Code Enforcement:		241,248.92-	241,248.92-	318,699.33	559,948.25	75.70-
TOTAL Fund 10800: Code Enforcement:		241,248.92-	241,248.92-	318,699.33	559,948.25	75.70-

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2014
To 05/31/2015

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	9,195.68-	9,195.68-	18,338.00-	9,142.32-	50.15
	NET Account: Revenue:	9,195.68-	9,195.68-	18,338.00-	9,142.32-	50.15
Account: Expense						
2427-1010	Salaries / Full-time	5,912.27	5,912.27	6,335.00	422.73	93.33
2427-2000	Public Employees Retirement System	1,583.60	1,583.60	1,505.00	78.60-	105.22
2427-2002	Long Term Disability Insurance	18.22	18.22	23.00	4.78	79.22
2427-2003	Life Insurance Premiums	6.38	6.38	0.00	6.38-	0.00
2427-2004	Worker's Compensation Insurance	456.74	456.74	483.00	26.26	94.56
2427-2005	Medicare Tax-Employer's Share	92.05	92.05	96.00	3.95	95.89
2427-2008	Deferred Compensation/Full-time	249.92	249.92	266.00	16.08	93.95
2427-2009	Unemployment Insurance	0.00	0.00	291.00	291.00	0.00
2427-2010	Section 125 Benefit Allow.	1,328.59	1,328.59	2,643.00	1,314.41	50.27
2427-3120	Other Supplies	0.00	0.00	205.00	205.00	0.00
2427-3300	Conference, Training, Education	0.00	0.00	6,956.00	6,956.00	0.00
	NET Account: Expense:	9,647.77	9,647.77	18,803.00	9,155.23	51.31
	TOTAL Dept 432: LEA Tire Grant:	452.09	452.09	465.00	12.91	97.22
Dept 436: Tire Amnesty Grant						
Account: Revenue						
2428-8455	Tire Amnesty Grant	0.00	0.00	39,649.00-	39,649.00-	0.00
	NET Account: Revenue:	0.00	0.00	39,649.00-	39,649.00-	0.00
Account: Expense						
2428-1010	Salaries / Full-time	1,874.75	1,874.75	5,280.00	3,405.25	35.51
2428-1040	Salaries - Leave Payout	219.15	219.15	0.00	219.15-	0.00
2428-2000	Public Employees Retirement System	1,668.88	1,668.88	1,254.00	414.88-	133.08
2428-2001	Health Insurance Benefits	0.00	0.00	19.00	19.00	0.00
2428-2002	Long Term Disability Insurance	9.87	9.87	0.00	9.87-	0.00
2428-2003	Life Insurance Premiums	2.99	2.99	0.00	2.99-	0.00
2428-2004	Worker's Compensation Insurance	167.70	167.70	402.00	234.30	41.72
2428-2005	Medicare Tax - Employer's Share	33.84	33.84	80.00	46.16	42.30
2428-2008	Deferred Compensation / Full-time	88.48	88.48	222.00	133.52	39.86
2428-2009	Unemployment Insurance	0.00	0.00	243.00	243.00	0.00
2428-2010	Section 125 Benefit Allow.	636.97	636.97	2,203.00	1,566.03	28.91
2428-3012	Advertising - Other	567.00	567.00	4,318.00	3,751.00	13.13
2428-3040	Contracted Services	5,280.00	5,280.00	25,545.00	20,265.00	20.67
2428-3120	Other Supplies	610.17	610.17	665.00	54.83	91.75
	NET Account: Expense:	11,159.80	11,159.80	40,231.00	29,071.20	27.74
	TOTAL Dept 436: Tire Amnesty Grant:	11,159.80	11,159.80	582.00	10,577.80-	1,917.49
	TOTAL Fund 10865: LEA Tire Grant:	11,611.89	11,611.89	1,047.00	10,564.89-	1,109.06
	REPORT TOTALS:	229,637.03-	229,637.03-	319,746.33	549,383.36	71.82-

*** End Of Report ***

REPORT TO THE CITY COUNCIL

MEETING OF: June 10, 2015

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

The report is summarized as follows:

- Foreclosures continue to dominate our current activity level. We currently have 124 registered foreclosures and we are monitoring 223 properties that are in default. Notices of Violations have been recorded on 345 properties.
- We are monitoring 39 Abandoned Buildings. To date, 15 are registered and Notices of Violations have been recorded on 49 properties.
- Graffiti has been inconsistent but is still slightly worse than 2010. Citizens continue to participate in abatement activities by removing graffiti or reporting it via the Anti-Graffiti Hotline. It is important to note that the biggest impact on graffiti reduction can be attributed to the efforts of the Madera Police officers assigned to the graffiti enforcement.

RECOMMENDATION

No action is required.

JET/cm

Attachment:
-Activity Report

REPORT FOR MAY 1 – MAY 31, 2015

Code Enforcement Activities

	Activity	Total for Month	Year to Date (From 7/1/2014)
1.	Files Opened	149	2,220
2.	Files Closed	450	2,092
3.	Remaining Active Files	10	N/A
4.	Citations Issued	72	1,148
*5.	Abandoned Vehicles Tagged	67	824
*6.	Abandoned Vehicles Towed	1	12
*7.	Abandoned Vehicles Removed	80	876
8.	Trash Removed by Ton	0.00	0.0
**9.	Foreclosed Properties Sold	3	79

*Vehicles removed will usually be a higher number, as there has been a backlog of vehicle cases that our department is currently focusing upon.

** Aside from the (3) Foreclosure Properties Sold, there were (1) additional Foreclosure cases closed due to cancellation of foreclosure sales in this month.

Anti-Graffiti Activities

Effective August 15, 2012 Graffiti Abatement Team is operating out of Public Works Department.

Beginning January 1, 2015, Neighborhood Revitalization Department Staff is only tracking Anti-Graffiti efforts.

	Activity	Total for Month	Year to Date (From 7/1/2014)
1.	Incidences Removed by Empowered Citizens/Property Owners	40	1,000
2.	Total Number of Empowered Citizens	2	1,829
3.	Public Presentations	3	39
4.	School Presentation (in partnership with MPD and Graffiti Abatement Team)	0	5
5.	Arrests by Madera Police Department	0	2

Accounts Receivables Activities

	Activity	Total for Month	Year to Date (From 7/1/2014)
1.	Fines/Citations, Penalties, and Enforcement Fees <i>Levied</i> For Fiscal Year	\$47,775.00	\$884,525.00
2.	Fines/Citations, Penalties, and Enforcement Fees <i>Collected</i> For Fiscal Year	\$55,657.41	\$673,087.06
3.	Registration Fees for Vacant/Abandoned Buildings and Foreclosed Properties <i>Collected</i> For Fiscal Year	\$1,230.00	\$12,460.00
4.	Removed for Collections - Fines, Penalties, Citations and Towing Fees sent to Financial Credit Network For Fiscal Year	\$0.00	\$850.00

Small Claims and Lien Activities

Information provided by City Attorney's Office

	Type	No. of files This month	No. of files Ytd.	Amount This month	Amount Ytd.
1.	Small Claims / Intercept Candidates	0	32	\$0.00	\$18,167.50
2.	Lien Confirmations	0	20	\$0.00	\$38,041.43
3.	Liens turned over to Assessor	0	2	\$0.00	\$22,050.00

Files currently being reviewed for appropriate action – 47

REPORT TO THE CITY COUNCIL

MEETING OF: June 10, 2015

AGENDA ITEM NUMBER: 3F

APPROVED BY:


Executive Director

Subject: Code Enforcement Funds Collection Report for Period Ending May 31, 2015

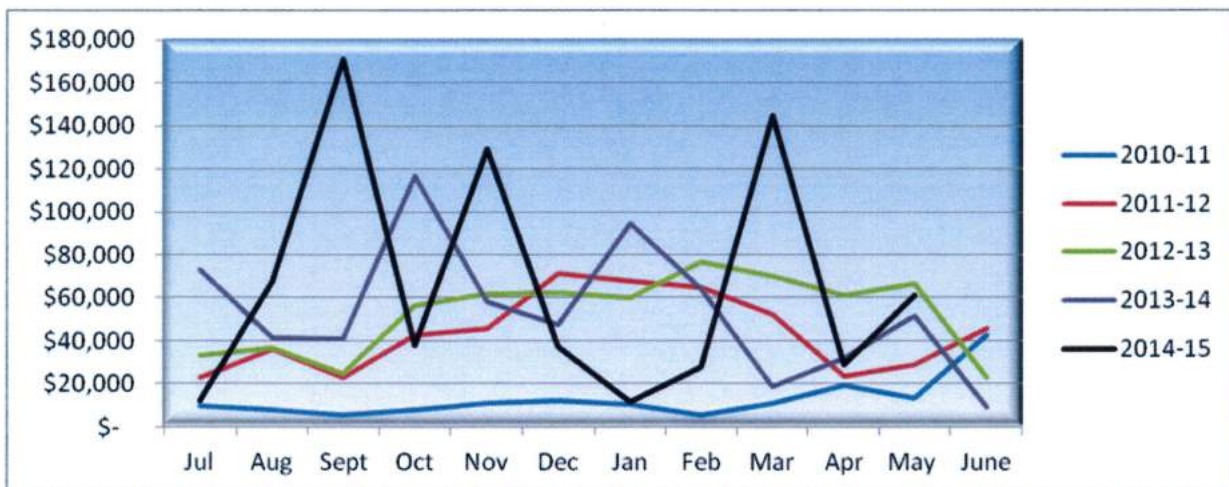
Summary: The City Council will be provided with an updated funds collection report.

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

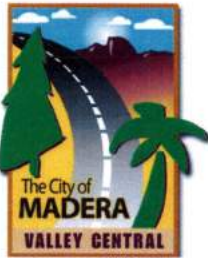
Since we have begun recording Notice of Violations on foreclosures, we have experienced a significant increase in revenues from "Fines and Penalties." Revenue increases from "other sources" is illustrated below.



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	\$61,259		\$730,379

RECOMMENDATION

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



REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF June 10, 2015

AGENDA ITEM NUMBER 3G

APPROVED BY:

BUSINESS MANAGER

EXECUTIVE DIRECTOR

SUBJECT: Consideration of a Minute Order Approving Acceptance of the NSP3 Rehab Project at 1990 Tangerine Avenue, Authorizing the Mayor to Execute the Notice of Completion, Authorizing Recording of the Notice of Completion

RECOMMENDATION:

Staff recommends that the project be accepted and the "Notice of Completion" be recorded.

SUMMARY:

The City Council will consider the acceptance of the completion of the NSP3 rehab project at 1990 Tangerine Avenue in the City of Madera. The action will precede the recording of the Notice of Completion.

DISCUSSION:

The Building Department has acknowledged that the NSP3 rehabilitation project at the City owned home located at 1990 Tangerine Avenue has proceeded in accordance with the intent of the design and in compliance with the contract documents.

The general contractor on the project was JSL Construction, Inc. with the Building Department overseeing the progress and construction management. The rehabilitation project totaled \$10,170.00. The home will be sold with affordability covenants.

FISCAL IMPACT:

There is no impact to the General Fund. Funding is provided through the NSP3 program.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Action 101.8 -Promote and encourage development and redevelopment of low and moderate cost housing.



428 East Yosemite Avenue

Madera, California 93638

Phone: (559) 661-5110

Fax: (559) 674-7018

June 4, 2015

SA Madera Redevelopment Agency
Jim Taubert, Executive Director
428 E. Yosemite Ave., Madera, CA 93638

RE: NSP3 Rehab Project 1990 Tangerine Avenue

Dear Mr. Taubert,

I have performed a number of inspections to review the project during the course of construction and to the best of my knowledge the project has been constructed in accordance with the intent of the contract and bid documents.

Based upon the most recent inspection of the above-listed project, located at 1990 Tangerine Avenue, in Madera, California, I find that the project is substantially complete.

I recommend that the City of Madera accept the project as complete and commence the preparation of a "Notice of Completion" for the project.

If you have any question regarding this project please contact me at 559-661-5188.

Sincerely,

Bob Wilson
Business Manager
Successor Agency to the Former Redevelopment Agency

RECORDING REQUESTED BY AND FOR THE
BENEFIT OF:

City of Madera

WHEN RECORDED MAIL TO:

NAME: City of Madera
ADDRESS: 205 West 4th Street
CITY, Madera
STATE California
ZIP 93637

NOTICE OF COMPLETION

NO RECORDING FEE PER
GOVERNMENT CODE SECTION 27383

NOTICE is hereby given that:

1. The undersigned is the agent of the / owner of the interest stated below in the property hereinafter described.
2. The NAME (including that of the undersigned), ADDRESS and NATURE OF TITLE of every person owning any interest in such property is as follows:

Full Name

Full Address

Nature of Title

City of Madera, 205 West 4th Street, Madera, CA 93637

Name of Undersigned

3. The names and addresses of the transferors to the current owner (to be shown if the current owner is a successor in interest of the owner who caused the improvement to be constructed, etc.):

Full Name

Full Address

N/A

N/A

Name of Undersigned

4. A work of improvement on the property hereinafter described was SUBSTANTIALLY COMPLETED on June 4, 2015
5. The name of the CONTRACTOR, if any, for such work of improvement was

JSL Construction, Inc.

(if no Contractor, Insert "None")

6. The property on which said work of improvement was completed is in the City of Madera, County of Madera, State of California, and is described as follows:

NSP3 Rehabilitation Project

7. The street address of said property is: 1990 Tangerine Avenue, Madera, CA 93637

Dated June 10, 2015 Signature of Owner or Owners (or Agent)

CITY OF MADERA

William Oliver, Mayor Pro Tem

NOTICE OF COMPLETION VERIFICATION

I, the undersigned say: I am the agent of the owner, and I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Madera, California this _____ day of _____, 2015.

CITY OF MADERA

Signature of Owner or Owners (or Agent)
William Oliver, Mayor Pro Tem
City of Madera

STATE OF CALIFORNIA)
) ss.
COUNTY OF MADERA)

Subscribed and sworn to (or affirmed) before me on
the _____ day of _____ 2015, by
William Oliver, proved to me on the basis of satisfactory
evidence to be the person who appeared before me.

Notary Public Commissioned for said
County and State

(Space above for official Notary seal)

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

BOARD MEETING OF: June 10, 2015
AGENDA ITEM NUMBER: 3H

APPROVED BY:


Executive Director

Subject: Consideration of a Resolution Accepting a Quitclaim Deed for Real Property known as Lots 6-28 of the Riverside Villas Subdivision in the City of Madera

Summary: The Successor Housing Agency will consider a resolution accepting a Quitclaim Deed for Lots 6-28 of the Riverside Villas Subdivision and authorizing the Mayor to execute the Quitclaim Deed.

HISTORY/BACKGROUND

At the March 9, 2011 meeting of the Madera Redevelopment Agency, the Agency Board approved the purchase of 23 single-family lots, known as Lots 6-28 of the Riverside Villas Subdivision from the Bank of Sierra. Following the dissolution of the Madera Redevelopment Agency in January 2012, the City of Madera accepted the designation of the Successor Housing Agency. However, the property title remains vested to the Madera Redevelopment Agency.

Recent actions taken at the July 9, 2014 and February 11, 2015 meetings of the Successor Housing Agency approved the recording of Quitclaim Deeds transferring the title of the property to the Successor Housing Agency for Outlot A of the Riverside Subdivision, and a portion of the Fresno River bordering the subdivision. To be consistent and to facilitate with the preparation of a subdivision map and future development and sale of the Riverside Villas Subdivision lots, the property title and vesting information of Lots 6-28 needs to be changed from the "Madera Redevelopment Agency" to the "Successor Housing Agency to the former Madera Redevelopment Agency." A Quitclaim Deed has been prepared to transfer title of Lots 6-28 of the Riverside Villas Subdivision from the Madera Redevelopment Agency to the Successor Housing Agency.

RECOMMENDATION

Staff recommends the Successor Housing Agency adopt the resolution accepting the Quitclaim Deed for Lots 6-28 of the Riverside Villas Subdivision.

JET/BW:sb

Attachments:
-Resolution (Agency)
-Quitclaim Deed

RESOLUTION NO. SHA _____

RESOLUTION OF THE CITY OF MADERA AS SUCCESSOR HOUSING AGENCY, TO THE FORMER MADERA REDEVELOPMENT AGENCY ACCEPTING A QUITCLAIM DEED FOR REAL PROPERTY KNOWN AS LOTS 6-28 OF THE RIVERSIDE VILLAS SUBDIVISION IN THE CITY OF MADERA AND AUTHORIZING THE MAYOR PRO TEM TO EXECUTE SUCH DEED ON BEHALF OF THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

WHEREAS, the former Madera Redevelopment Agency acquired Lots 6-28 of the Riverside Villas Subdivision in the City of Madera at their meeting on March 9, 2011 from the Bank of Sierra; and

WHEREAS, upon the dissolution of the Madera Redevelopment Agency, the City of Madera accepted the designation as Successor Housing Agency by Resolution CC 12-09, adopted January 11, 2012; and assumed the housing functions of the former Madera Redevelopment Agency; and,

WHEREAS, the property title of Lots 6-28 of the Riverside Villas Subdivision currently remains vested in the Madera Redevelopment Agency; and

WHEREAS, the Successor Housing Agency wishes to prepare the Riverside Villas Subdivision for the sale and construction of affordable, single-family housing units and has deemed it beneficial to correct the vesting of the property to the Successor Housing Agency to the former Madera Redevelopment Agency; and

WHEREAS, a Quitclaim Deed has been prepared which grants the Madera Redevelopment Agency's interest Lots 6-28 of the Riverside Villas Subdivision to the Successor Housing Agency to the former Madera Redevelopment Agency; and

WHEREAS, the Successor Housing Agency to the former Madera Redevelopment Agency desires to accept the interest conveyed by the Quitclaim Deed; and

WHEREAS, a copy of such Quitclaim Deed is on file in the office of the Office of the Executive Director and referred to for more particulars.

NOW, THEREFORE, the Successor Housing Agency to the former Madera Redevelopment Agency does hereby resolve as follows:

1. The foregoing recitals are true and correct.
2. The real property interest in Lots 6-28 of the Riverside Villas Subdivision in the City of Madera is conveyed by the Quitclaim Deed which is attached to this Resolution as Exhibit "A" is hereby accepted.
3. The Executive Director of the Successor Housing Agency is authorized to cause the Quitclaim Deed to be recorded in the Madera County Recorder's Office.
4. This Resolution is effective immediately upon approval.

* * * * *

RECORDING REQUESTED BY
AND AFTER RECORDING RETURN TO:

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

(Recorder's fee waived per Govt. Code §27383)

No Fee Due \$.00

QUITCLAIM DEED

THE UNDERSIGNED GRANTOR(s) declare(s)
Documentary transfer tax IS \$ ZERO
Per Revenue and Taxation Code 11922

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, the
MADERA REDEVELOPMENT AGENCY, a public body, corporate and politic,

Hereby remise, release and forever quitclaim to:

THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, a
public body, corporate and politic

the following described real property in the City of Madera, County of Madera, State of California, being
more particularly described as follows:

Lots 6 through 28, inclusive of Subdivision No. 06-S-04, Riverside Villas of Madera, in the City
of Madera, County of Madera, State of California, according to the map thereof recorded in
Book 56, Pages 142 and 143 of Maps, Madera County Records.

APN: 005-014-008 thru 030 inclusive

DATED: _____

Successor Housing Agency to the
former Madera Redevelopment Agency

By: _____
William Oliver, Mayor Pro Tem
City of Madera

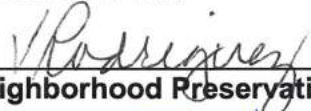
ATTACH NOTARY ACKNOWLEDGEMENT

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

BOARD MEETING OF: June 10, 2015

AGENDA ITEM NUMBER: 4A

APPROVED BY:


Neighborhood Preservation Supervisor


Executive Director

Subject: Presentation on Impact of Drought on Enforcement of Madera Municipal Codes

Summary: The Board/City Council will discuss and give direction on how neighborhood preservation staff will enforce current Municipal Codes considering recent drought related legislation from the State of California.

HISTORY/BACKGROUND

After the housing crisis of 2007 the Madera City Council, through the adoption of Title IX chapter 11 of the Madera Municipal Code, established an abandoned real property registration program as a mechanism to protect residential neighborhoods and commercial property from becoming blighted through the lack of adequate maintenance and security of abandoned properties.

SITUATION

Due to the current severe drought conditions in the state of California and the executive actions that the legislature has enacted it has become challenging to enforce portions of Title IX chapter 11 of the Municipal Code specifically Maintenance Requirements § 9-11.05 (A), (C), (D) and (F)

(A) Properties subject to this chapter shall be, in comparison to the neighborhood standard, kept free of... dry brush, dead vegetation ...

(C) Visible front and side yards shall be landscaped and maintained to the neighborhood standard at the time registration was required.

(D) Landscape includes, but is not limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod designed specifically for residential installation.

(F) Maintenance includes but is not limited to regular watering, irrigation, cutting, pruning and mowing of required landscape and removal of all trimmings.

The Neighborhood Preservation Department is seeking the Council's input on how to proceed with enforcement given the current drought conditions and state mandated restrictions on water use.

VISION 2025 LINKAGE

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

RECOMMENDATION

This report provided for your information only; no recommendation is being made at this time.

SM

Attachment(s):
None

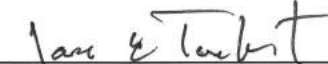
MADERA REDEVELOPMENT AGENCY REPORT TO THE CITY COUNCIL AND THE AGENCY BOARD

BOARD MEETING OF: June 10, 2015

AGENDA ITEM NUMBER: 4B

APPROVED BY:


Neighborhood Preservation Supervisor


Executive Director

Subject: Code Enforcement Major Case Summary

Major case summary for *June* include the following:

518 Vineyard Ave

History: In 2011 property owner Susan Ayala defaulted on her home loan with mortgage server Creative Investment Group. Creative Investment asked Susan Ayala to vacate the property as it was to be offered for sale at auction. To date Creative Investment has not recorded any change in ownership on the property. The property stayed vacant and unmaintained for 4 years. The City of Madera Police Department was called to the home many times due to disturbance issues and vagrants living in the dwelling. Neighborhood Revitalization Department has issued numerous Notice of Violations and Citations to the property due to the lack of maintenance. Creative Investment Group claimed the property as a loss and declared Susan Ayala as the property owner. Susan Ayala later agreed to sign a Consent Form allowing the City of Madera to abate the violations and lien the property for those costs associated with the abatement.

Status: Since the Consent Form was signed, a contractor was hired and has completely removed the violations at the property. A Cost Recovery Hearing will be scheduled to grant the Neighborhood Revitalization Department authorization to record a lien on the property for the cost of the abatement. The case remains open and will continue to be monitored by department staff.





RECOMMENDATION:
No further action is required.

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

BOARD MEETING OF: June 10, 2015

AGENDA ITEM NUMBER: 4C

APPROVED BY:


Executive Director

Subject: Report on National Night Out Activities

Summary: The Board will be provided with a report on National Night Out Activities

RECOMMENDATION

No action required

JET:cm

Attachment:
None

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

BOARD MEETING OF: June 10, 2015
AGENDA ITEM NUMBER: 6A
APPROVED BY:


Executive Director

Subject: The Successor Housing Agency is Notifying the Successor Agency of Future Commitment of 2008A/2008B Tax Allocation Bonds

Summary: The Successor Housing Agency will discuss and provide direction regarding the commitment of the Successor Housing Agency for use of 2008A/2008B Tax Allocation Bonds

HISTORY/BACKGROUND

Pursuant to AB1484 Section 34176(g)(1)(A), the entity assuming the housing functions pursuant to this section may designate the use of and commit indebtedness obligation proceeds that remain after the satisfaction of enforceable obligations.

Pursuant to section 34176(g)(B) The entity assuming the housing functions shall provide notice to the Successor Agency of any designation of use or commitments of funds specified... at least 20 days before the deadline for submission of the Recognized Obligation Payment Schedule to the Oversight Board... The review of this designations and commitments by the Successor Agency, Oversight Board, and Department of Finance shall be limited to a determination that the designations and commitments are consistent with bond covenants and that there are sufficient funds available.

SITUATION

By previous action, the Successor Housing Agency notified the Successor Agency that remaining 2008B Tax Allocation Bonds would be used for public improvements associated with the Riverside Villas and Riverwalk projects. The funds were included in the ROPS 13-14B.

We are proposing that remaining 2008A and 2008B Tax Allocation be used to fund public improvements required for the development of the Hunter Property.

RECOMMENDATION

Staff recommends the Successor Agency accept the notification from the Successor Housing Agency that 2008A and 2008B Tax Allocation Bond may be used to fund public improvements associated with the development of the Hunter Property.

JET:cm

Attachment(s):
None

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

BOARD MEETING OF: June 10, 2015
AGENDA ITEM NUMBER: 6B
APPROVED BY:


Executive Director

Subject: Consideration of a Resolution Approving Sales Agreement for Property at 728 Lilly Street (APN 008-102-003)

Summary: The Successor Housing Agency will consider a resolution approving a sales agreement for the property at 728 Lilly Street. The seller is Anna Hunter and the sales price is \$200,000.00

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 lots and the Bravo loan repayment be used to fund the acquisition / demolition of the site.



SITUATION

It is anticipated that the 7-10 lots will be created on the parcel. The sales price is considered to be fair market value based upon an appraisal prepared by Johnson Real Estate Appraisal. The City found the proposed acquisition to be categorically exempt from CEQA and the proposed use to be in conformance with the General Plan.

RECOMMENDATION

Staff recommends the Agency Board adopt the resolution approving the sales agreement for 728 Lilly Street

JET:cm

Attachments:

- Agreement
- Resolution

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS

Anna Hunter, Trustee of the George F. Hunter Trust, as to an undivided one-half interest, and Anna Hunter, Trustee of the Anna Hunter Trust, as to an undivided one-half interest, 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 Two Hundred Thousand and no/one hundredths dollars (\$200,000.00) 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: _____

Seller: Anna Hunter, Trustee of the George F.
Hunter Trust

By: _____
Anna Hunter

Anna Hunter, Trustee of the Anna Hunter Trust

By: _____
Anna Hunter

This Agreement is executed by the Agency, by and through the Mayor Pro Tem of the City of Madera, as Successor Housing Agency to the former Madera Redevelopment Agency pursuant to the authority granted by the Agency on _____, 2015.

Dated: _____

APPROVED AS TO FORM:

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

By: _____
J. Brent Richardson, General Counsel

ATTEST:

By: _____
William Oliver, Mayor Pro Tem

By: _____
Claudia Mendoza, Recording Secretary

ATTACH NOTARY ACKNOWLEDGMENTS

RESOLUTION NO. SHA

RESOLUTION OF THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, APPROVING AGREEMENT WITH ANNA HUNTER, TRUSTEE OF THE GEORGE F. HUNTER TRUST AND ANNA HUNTER, TRUSTEE OF THE ANNA HUNTER TRUST, FOR THE PURCHASE OF REAL PROPERTY KNOWN AS 728 LILLY STREET, IN THE CITY OF MADERA AND AUTHORIZING THE MAYOR PRO TEM 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, Anna Hunter, Trustee of the George F. Hunter Trust, as to an undivided one-half interest, and Anna Hunter, Trustee of the Anna Hunter Trust, have offered for sale to the Successor Housing Agency to the former Madera Redevelopment Agency (the "Agency"), 1 parcel 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 \$200,000.00 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 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 Anna Hunter, Trustee of the George F. Hunter Trust, as to an undivided one-half interest, and Anna Hunter, Trustee of the Anna Hunter Trust, is approved in the amount of \$200,000.00, and a copy of such agreement can be found in the office of the Executive Director of the Agency for more particulars.

3. The Mayor Pro Tem 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 Housing 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.

* * * * *

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

BOARD MEETING OF: June 10, 2015
AGENDA ITEM NUMBER: 6C
APPROVED BY:


Executive Director

Subject: Consideration of a Resolution Approving Agreement with Blair, Church and Flynn Consulting Engineers for Engineering and Design Services Related to the Development of the Adelaide Avenue Subdivision Project

Summary: The Successor Housing Agency will consider a resolution approving an agreement with Blair, Church and Flynn for engineering and design services related to the development of the Adelaide Avenue Subdivision Project. The amount is not to exceed \$63,700.00

HISTORY/BACKGROUND

The Successor Housing Agency is in the process of acquiring 728 Lilly Street. The purpose of the acquisition is to facilitate the construction of affordable housing that will count towards meeting our replacement housing obligations.

Our intent is to subdivide the property into 6-8 single family residential lots. We are proposing to contract with Blair, Church and Flynn for engineering and design services that would include the following:

- Subdivision Map
- Improvement Plans (sewer, water, storm drainage, etc.)
- Construction drawings and staking
- Set property corners

RECOMMENDATION

Staff recommends the Successor Housing Agency adopt the resolution approving the agreement with Blair, Church and Flynn in an amount not to exceed \$63,700.00.

JET:cm

Attachments:
-Agreement
-Resolution

**AGREEMENT BETWEEN THE CITY OF MADERA, AS
SUCCESSOR TO THE FORMER MADERA REDEVELOPMENT
AGENCY AND BLAIR CHURCH & FLYNN FOR DESIGN, BIDDING
AND CONSTRUCTION MANAGEMENT SERVICES ASSOCIATED
WITH THE DEVELOPMENT OF THE ADELAIDE AVENUE
SUBDIVISION PROJECT IN MADERA, CALIFORNIA**

This Agreement made and entered into this _____ day of _____, 2015, between the City of Madera as Successor Agency to the Former Madera Redevelopment Agency, hereinafter (the “Agency”) and Blair, Church and Flynn Consulting Engineers, Inc., 451 Clovis Avenue, Suite 200, Clovis, California 93612, hereinafter (the “Engineer”).

RECITALS

a. In an effort to eliminate blight, remedy infrastructure deficiencies and improve the aesthetic quality of Adelaide Avenue in Madera, California, the Agency has requested a proposal for design, bidding and construction management services associated with the Adelaide Avenue Subdivision Project (the “Project”).

b. Agency requires such engineering services of a qualified professional engineer for the design, bidding and construction management of the Project.

c. Agency has determined that Engineer is a firm having the necessary experience and qualifications to provide engineering services for the design and coordination of such projects.

AGREEMENT

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

1.0 Services. The Agency hereby employs Engineer to perform the Engineering Services herein set forth at the compensation and upon the terms and conditions herein expressed, and Engineer hereby agrees to perform such services for said compensation, and upon said terms and conditions. Said services to be performed pursuant to this Agreement are more particularly described in Section 2.0.

2.0 Obligations, Duties and Responsibilities of Engineer. It shall be the duty, obligation and responsibility of the Engineer, in a skilled and professional manner, to perform, furnish and supply to the Agency the design, engineering, bidding, and construction management oversight services ("Services") required pertaining to the design and construction of the Project, as further described in the "Professional Services Proposal Adelaide Avenue Subdivision" Proposal dated June 5, 2015, attached hereto as Exhibit "A" and incorporated herein as though fully set forth.

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

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

2.3 Confidentiality. Documents, plans, disclosures and other information of any

nature and description which Agency supplies to or makes available to Engineer or which Engineer discovers or develops in performance of the Services under this Agreement shall be deemed confidential. Engineer shall not disclose same without Agency's written authorization, except to the extent that information is in the public domain or is required by law or under Engineer's professional obligations to be disclosed.

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

3.1 Fees - For all the work and services, including supplies and equipment, pertaining to the Project required to be furnished by the Engineer to the Agency, Agency agrees to pay to Engineer, and Engineer agrees to accept as payment in full, compensation on an hourly rate basis, as set forth in the Professional Services Fee Schedule attached to Exhibit "A" in an amount not to exceed \$63,700.00. It is understood and agreed to by both parties that all expenses incidental to Engineer's performance of this Agreement will be actual cost reimbursement and are included in the basic fee.

3.2 Monthly Progress Billings - Engineer shall furnish Agency with itemized monthly progress billings for all services rendered and supplies furnished under Paragraph 2 hereof pertaining to services to be paid for on an hourly rate basis, and based upon Exhibit "A" attached hereto and incorporated herein as though fully set forth. Such payments shall be due and payable by Agency to Engineer within thirty (30) days after presentation of approved invoices to Agency.

4.0 Audits and Inspections Access. Engineer shall, upon reasonable notice and at any time during regular business hours, and as often as Agency may deem necessary, make available to Agency or its authorized representative for examination, all of its records and data with respect to matters covered by this Agreement. Engineer shall permit Agency to audit and inspect all

invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters pertaining to this Agreement.

5.0 Time of Completion. Agency and Engineer agree that time is of the essence in each and every term of this Agreement, and the Project will be completed within 180 days from the date of the execution of this Agreement.

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

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

7.0 Ownership of Documents.

A. All reproduces made from Engineer's AutoCAD programs provided to Agency shall be on .003" Mylar polyester film, matte one or both sides and/or CD Rom discs in a format compatible with City of Madera computer programs. If the Agreement is terminated at any time during the employment of Engineer, the reproduces of the design documents and/or CD Rom discs and draft or final reports shall be submitted to, and will become the sole property of Agency.

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

C. Reuse of documents for any purpose other than as intended under this Agreement shall be at Agency's sole risk. Agency shall indemnify Engineer for any damages incurred as a

result of such reuse, including use of incomplete documents.

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

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

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

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

8.1 Insurance Certificate. The Engineer has current certification of said insurance on file with the City of Madera. Engineer agrees to provide Agency with any and all updates of said insurance certificates upon request of Agency.

8.2 Agency Provided Information. Agency will make available to Engineer all information known by Agency regarding existing conditions, including hazardous or dangerous materials that may exist at the Project site, and proposed uses of the site. Agency will transmit immediately to Engineer any new information which becomes available or any change in plans. Engineer shall not be liable for any incorrect advice, judgment or decision based on any inaccurate information furnished by Agency, to the extent that such inaccurate information contributed to the rendering of such incorrect advice, judgment or decision.

8.3 Indemnification. Agency waives any claim against Engineer and Engineer waives any claim against Agency for injury, loss or costs created by delay of the Project, costs associated with possible reduction of the property's value, and any consequential damages of

whatever nature, which may arise directly or indirectly as a result of the services provided by Engineer under this Agreement, unless such claim or liability is caused by the contributory negligence or willful misconduct of Engineer in the case of waiver by the Agency, and except in the case such claim or liability is caused by the contributory negligence or willful misconduct of Agency in the case of waiver by the Engineer.

9.0 Independent Contractor. In performance of the work, duties, and obligations assumed by Engineer under this Agreement, it is mutually understood and agreed that Engineer, including any and all of Engineer'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 Agency. Furthermore, Agency shall have no right to control or supervise or direct the manner or method by which Engineer shall perform its work and functions. However, Agency shall retain the right to administer this Agreement so as to verify that Engineer is performing its obligations in accordance with the terms and conditions hereof. Engineer and Agency shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, Engineer shall have absolutely no right to employment rights and benefits available to Agency employees. Engineer shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, Engineer shall be solely responsible and hold Agency harmless from all matters relating to payment of Engineer'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, Engineer may be providing services to others unrelated to Agency or to this Agreement.

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

11.0 Attorney's Fees/Venue. In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorney's 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 or as appropriate in the U.S. District Court for the Eastern District of California, located in Fresno County.

12.0 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.

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

14.0 Termination. This Agreement may be terminated by mutual agreement or it may be terminated by the Agency upon giving fifteen (15) day written notice of intent to terminate the contract. If, in the opinion of the Engineer, any requirement of the Agency under terms of this Agreement is unsound from an engineering standpoint, Engineer may terminate this Agreement upon fifteen (15) day written notice to the Agency.

Notice of termination shall be mailed to the Agency:

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

To the Engineer:

Blair, Church & Flynn Consulting Engineers
c/o Jeffrey D. Brians
451 Clovis Avenue, Suite 200
Clovis, CA 93612

In the event of such termination, Engineer shall be paid for work completed to date of termination, and any such work shall become the property of the Agency and the amount of final fee due and payable by Agency to Engineer will be subject to negotiation but in no event less than the fees calculated on an hourly basis, as set forth in the Professional Services Fee Schedule attached to Exhibit "A".

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

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

hereof.

17.0 Complete Agreement of Parties. This Agreement, including 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.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed

as of the day and year first above written.

* * * * *

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

BLAIR, CHURCH & FLYNN

By: _____
Robert L. Poythress, Mayor

By: _____

Title

APPROVED AS TO FORM:

ATTEST:

By: _____
J. Brent Richardson, General Counsel

By: _____
Claudia Mendoza, Recording Secretary

James E. Taubert
Madera Successor Agency
428 East Yosemite Avenue
Madera, CA 93638

June 5, 2015
File No. 215-0242

Subject: **Professional Services Proposal
Adelaide Avenue Subdivision**

Dear Jim:

Thank you for requesting this proposal for surveying and engineering services for a proposed subdivision to be located between Adelaide Avenue and Lilly Street, just north of Sunrise Avenue. The parcel that will be subdivided is shown on attached Exhibit B.

Project Understanding

Based on the information you've shared with us, I understand that you want to subdivide the parcel shown on Exhibit B, and that your preferred lot and street layout looks similar to that shown on attached Exhibit C. There are also one or two other layouts that you'd like to explore, but for now, Exhibit C shows the most likely configuration.

As a part of this subdivision, you'd like us to perform boundary and topographic surveys, prepare the tentative and final tract maps, design the on-site and off-site improvements, including lot rough grading, perimeter fencing, street improvements, sewer, water and storm drain improvements, and prepare development standards for front yard landscape and irrigation. We will also prepare a concept drawing and planting and irrigation specifications that will serve as the guideline for front yard landscaping. As part of the landscape architecture services we will also assist you in evaluating the feasibility/desirability of creating design guidelines for implementing gray-water systems which can supplement landscape irrigation water needs.

Finally, you mentioned that a Specific Plan may need to be created for the project, and that in connection with this effort you would retain an architect who will prepare the required home elevation drawings needed to establish the general design parameters for the look and feel of the neighborhood.

Scope of Services

The specific services we propose to provide are summarized as follows:

I. Surveying and Mapping

- A. Complete a post-demolition topographic survey of the project area.
 - 1. We understand that the existing structure, trees and all other on-site improvements will be demolished prior to our survey.
- B. Perform a boundary survey of the project parcel

C. Prepare a Tentative Tract Map

1. Work cooperatively with the Successor Agency (SA) to develop up to 3 alternate lot and street configurations. Review these alternates with the SA and assist in selecting the preferred alternate
2. Based on the selected alternate, prepare and submit a Tentative Tract Map to the City of Madera (City) for review and comment.
3. Attend up to 2 coordination meetings with the SA and City to discuss the proposed layout, and to finalize the proposed lot and street configuration, and expected conditions of approval.
4. Based on comments received back from the SA and City review of the tentative map, make revisions as required to secure approval of the tentative map.

D. Prepare a Final Tract Map

1. Prepare and submit a Final Tract Map to the City for review and comment
2. Based on comments received back from the City review, make revisions and re-submit the tract map as required to secure approval of the final map.
3. Assist the SA and the architect in reviewing and commenting on the City's preliminary Conditions of Approval.
4. Set property corners for the subdivision

E. Assist the RDA with the creation of a Specific Plan for the subdivision

1. Establish design guidelines for landscape and irrigation improvements
2. Coordinate with the SA's architect and assist in development of design standards (if applicable) for development and implementation of gray water systems for landscape irrigation.

F. Attend up to a total of 2 meetings related to City approval of the Tract Map (City Council and/or Planning Commission), if requested.

II. Design Services

- A. Prepare Site Demolition Plans for any remaining improvements such as utilities, pavement, curb and gutter, etc, that need to be removed from the project site
- B. Coordinate with utility companies to relocate or underground franchise utilities
- C. Prepare Site Grading and Drainage Plans
- D. Prepare Site Utility Plans (sewer and water services stubbed into the properties)
- E. Prepare off-site street, sewer and water improvement plans for the street frontages on Adelaide and Lilly
- F. Prepare construction detail drawings related to our scope of work
- G. Prepare technical specifications for items within our scope of work
- H. Prepare an opinion of probable construction cost
- I. Prepare a Storm Water Pollution Prevention Plan

III. Bidding and Construction Services

- A. Assist the City in responding to bidder questions and issuing any required addenda prior to bid opening
- B. Respond to contractor or City questions during the construction phase, and issue any necessary clarifications, supplemental instructions, or contract change orders
- C. Review materials and product submittals
- D. Perform periodic observation of the construction site, including up to 4 site visits
- E. Perform a final walkthrough review of the completed work and prepare a punchlist of any remaining work to be done prior to acceptance

Services Outside of Scope

Services not included under our scope of work, but that may be provided upon request, include the following:

- 1. Environmental studies and investigations
- 2. Analysis or studies outside those already performed
- 3. Preparation of bid documents outside that of the technical specifications
- 4. Acquisition of building permits
- 5. Attendance at public meetings beyond those described above
- 6. Attendance at weekly construction meetings
- 7. Design services related to the relocation of franchise utilities
- 8. Design services related to dry utilities (gas, electric and communications)
- 9. Design of off-site improvements beyond the frontage limits
- 10. Attendance at pre-bid, bid opening and pre-construction meetings
- 11. Geotechnical Engineering investigation
- 12. Testing and inspection services
- 13. Re-design due to scope changes initiated by others
- 14. Acquisition of title information
- 15. Preparation of right of way and/or easement dedication documents
- 16. Construction staking

Professional Services Fee

Blair, Church & Flynn proposes to provide engineering services described in the above Scope of Services on a customary time and materials basis according to the Fee Schedule shown in Exhibit A. The fees are estimated as follows:

Surveying and Mapping	\$25,000
Design Services	\$36,000
Bidding and Construction Services	\$2,700
TOTAL PROFESSIONAL SERVICES FEE	\$63,700.00

Additional services not specified in the Scope of Services are available upon request and can be provided on a time and materials basis, according to the Fee Schedule shown in Exhibit A.

Schedule

One of our first tasks upon receiving approval of this proposal, will be to work with you to develop a detailed project schedule.

Closing Remarks

Please don't hesitate to contact me at (559) 326-1400 if you have any questions. We greatly appreciate the opportunity to join your project team and look forward to working with you.

Best regards,

BLAIR, CHURCH & FLYNN CONSULTING ENGINEERS



Jeffrey D. Brians, P.E.
Principal

Attachments

Exhibit A: Professional Services Fee Schedule

General Prevailing Wage 2015

<u>CLASSIFICATION</u>	<u>RATE</u>
Principal Engineer.....	\$165.00/Hour
Program Manager.....	\$160.00/Hour
Professional Civil Engineer 3.....	\$155.00/Hour
Professional Civil Engineer 2.....	\$140.00/Hour
Professional Civil Engineer 1.....	\$130.00/Hour
Assistant Engineer 3.....	\$110.00/Hour
Assistant Engineer 2.....	\$105.00/Hour
Assistant Engineer 1.....	\$97.00/Hour
Professional Land Surveyor 2.....	\$135.00/Hour
Professional Land Surveyor 1.....	\$125.00/Hour
Assistant Land Surveyor.....	\$105.00/Hour
Professional Landscape Architect.....	\$110.00/Hour
Landscape Designer.....	\$90.00/Hour
Design Technician.....	\$100.00/Hour
CAD Technician 3.....	\$95.00/Hour
CAD Technician 2.....	\$84.00/Hour
CAD Technician 1.....	\$68.00/Hour
Environmental, Health & Safety Officer.....	\$90.00/Hour
Construction Manager.....	\$120.00/Hour
Construction Inspector.....	100.00/Hour
Construction Administrator.....	\$85.00/Hour
Staff Analyst.....	\$90.00/Hour
Administrative.....	\$65.00/Hour
Engineering Aide.....	\$55.00/Hour
1-Man Survey Party.....	\$155.00/Hour
2-Man Survey Party.....	\$275.00/Hour
3-Man Survey Party.....	\$360.00/Hour
Survey Party Travel.....	\$85.00/Hour
HDS Scanner.....	\$200.00/Hour
Equipment Rental and Associated Expense.....	Cost x 1.10
Materials, Printing, Subconsultant Procurement.....	Cost x 1.10
Mileage.....	@ Current IRS Rate

Note: Blair, Church & Flynn Consulting Engineers General Engineering Fee Schedule rates are subject to adjustment annually. Survey party and construction inspector rates are also subject to adjustment upon change in "Prevailing Rate" as determined by the Director of Industrial Relations, State of California.

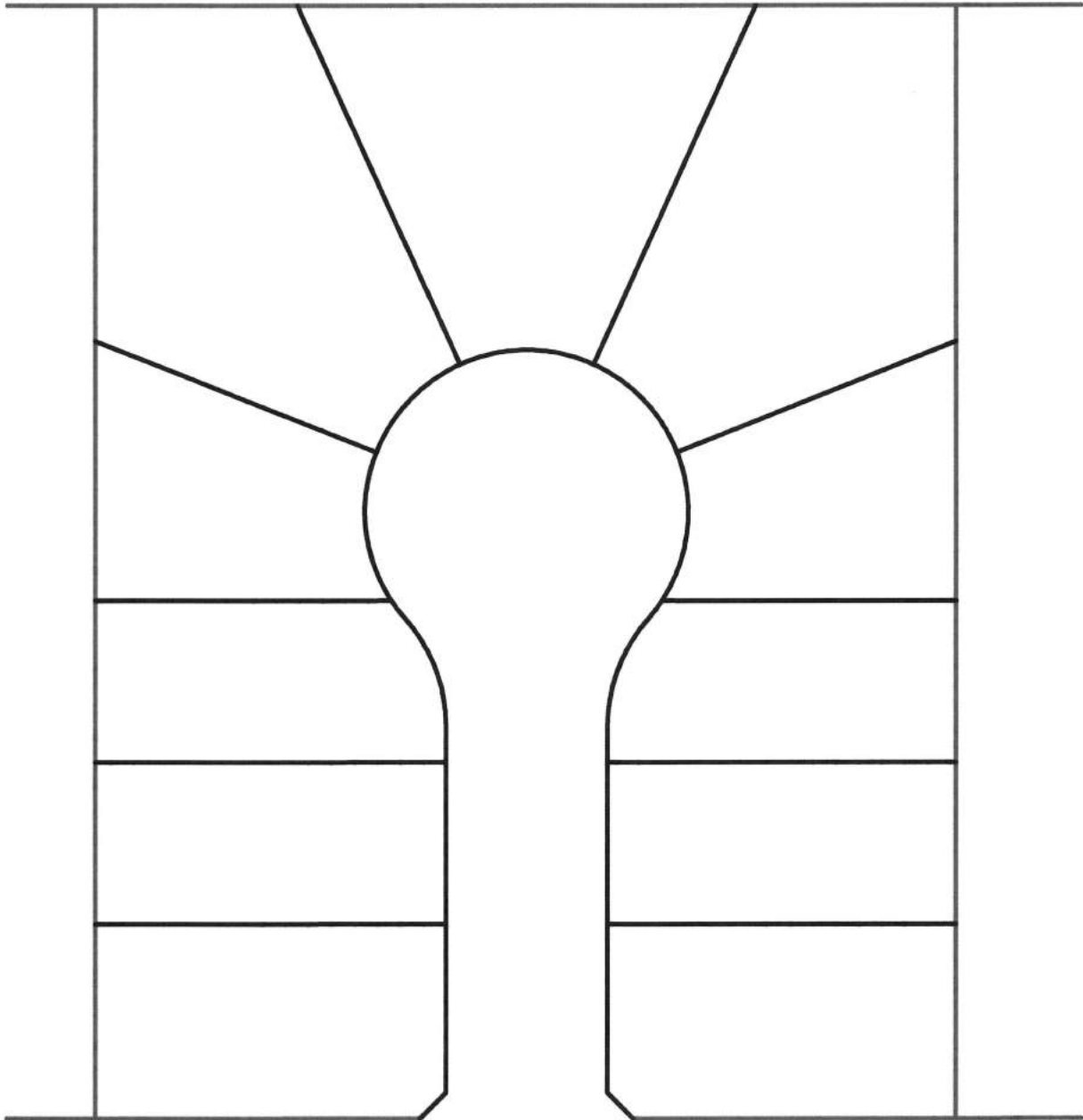
EXHIBIT B



Madera Tract Map

EXHIBIT C

LILLY AVENUE



ADELAIDE STREET

RESOLUTION NO. SHA_____

A RESOLUTION OF THE CITY OF MADERA AS SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH BLAIR, CHURCH & FLYNN FOR DESIGN, BIDDING AND CONSTRUCTION MANAGEMENT SERVICES FOR THE ADELAIDE AVENUE SUBDIVISION PROJECT IN MADERA, CALIFORNIA AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE AGENCY

WHEREAS, the Successor Agency of the Former Madera Redevelopment Agency is in need of design and engineering services in its efforts to construct affordable housing to meet replacement housing obligations, hereinafter referred to as the "Adelaide Avenue Subdivision Project"; and

WHEREAS, Blair, Church & Flynn is a firm that is qualified to provide professional engineering services; and

WHEREAS, the Successor Agency of the Former Madera Redevelopment Agency desires to contract with Blair Church & Flynn for such services; and

WHEREAS, the Successor Agency of the Former Madera Redevelopment Agency has prepared an Agreement with Blair, Church & Flynn for the Infrastructure planning for the Adelaide Avenue Subdivision Project (the "Agreement") and such Agreement is on file in the office of the Executive Director of the Successor Agency of the Former Madera Redevelopment Agency and referred to for more particulars.

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

1. The recitals listed above are true and correct.
2. The Agreement for Design, Bidding and Construction Management Services with

Blair Church & Flynn for the Adelaide Avenue Subdivision Project as described above is approved.

3. The Mayor is authorized to execute the Agreement on behalf of the City of Madera as Successor Agency to the Former Madera Redevelopment Agency.

4. This resolution is effective immediately upon adoption.

* * * * *

CITY OF MADERA REPORT TO THE CITY COUNCIL

CITY COUNCIL MEETING OF: June 10, 2015

AGENDA ITEM NUMBER: 7A

APPROVED BY:


Neighborhood Preservation Supervisor


Executive Director for Successor Agency


City Administrator

Subject: Public Hearing on Objections to Weed Abatement and Consideration of a Resolution of the City Council of the City of Madera Authorizing the City Administrator or Designee to Abate Weed Nuisances Existing Within the City

Summary: Public Hearing on Weed Abatement and Adoption of Resolution Authorizing Abatement of Weed Nuisances

I. HISTORY/BACKGROUND

On January 7, 2015 the City Council adopted Ordinance 913 C.S. and declared weeds to be a nuisance and ordered the abatement of that nuisance as called for in Chapter 3-15 of the Madera Municipal Code.

II. SITUATION

The parcels of land listed on Exhibit "A" (attached) have been inspected and, at the time of inspection were found in violation of the Madera Municipal Code § 3-15.01. These weeds have the potential to become a fire hazard. The City of Madera Neighborhood Revitalization Department took proper steps to notify each property owner by mail of the proposed weed abatement action on respective properties. The City Clerk also posted notice of the hearing as required.

At this public hearing, property owners may appear and object to the proposed weed removal by the City of Madera. After the hearing and consideration of any objections, the Council may allow or overrule any or all objections.

All charges incurred by the City of Madera for the weed abatement services will be included as a special assessment on bills for property taxes levied against the respective lots and parcels of land, which are considered liens on these properties.

III. LINKAGE TO VISION 2025

Strategy 134 – Visual Standards: Establish and enforce visual standards for neighborhoods and businesses in Madera including design review and code enforcement.

Strategy 137 – Code enforcement: promote sound redevelopment and code enforcement practices city-wide.

Action 201.3 – Enforce zoning and redevelopment codes and regulations.

IV. RECOMMENDATION

Staff recommends that Council hold a public hearing to hear and consider any objections to the proposed destruction and removal of weeds, and adopt the resolution ordering the abatement of weed nuisances in the City of Madera.

Attachment:

- Resolution
- Exhibit A

RESOLUTION NO.

**CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MADERA AUTHORIZING THE CITY ADMINISTRATOR OR SUCH DESIGNEE TO
ABATE WEED NUISANCES EXISTING WITHIN THE CITY OF MADERA**

WHEREAS, On January 7, 2015 the City Council adopted Ordinance 913 C.S. and declared weeds to be a nuisance; and

WHEREAS, the Ordinance ordered the abatement of that nuisance as called for in Chapter 3-15 of the Madera Municipal Code; and

WHEREAS, the parcels of land listed on Exhibit "A" attached hereto have been inspected; and

WHEREAS, at the time of inspection the parcels were found to be in violation of Madera Municipal Code § 3-15.01

WHEREAS, the properties are declared a public nuisance; and

WHEREAS, each property owner was notified by mail of the proposed weed abatement action on respective properties; and

WHEREAS, the City Clerk posted notice of the hearing as required by the Municipal Code; and

WHEREAS, all charges incurred by the City of Madera for the weed abatement services will be included as a special assessment to be collected along with regular property taxes levied against the respective lots and parcels of land, and are considered liens against these properties.

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

1. The above recitals are true and correct.

2. The properties listed in Exhibit "A" have been declared a public nuisance.
3. The City Administrator or such Designee shall take necessary steps to cause the abatement of the properties in Exhibit "A".
4. The City Administrator is authorized to cause a Notice of Lien for each of the respective properties to be recorded with the County Recorder, and thereafter to cause a copy of the Notice of Lien to be provided to the County Tax Assessor for inclusion in the next regular tax bill.
5. This resolution is effective immediately after adoption.

* * * * *

EXHIBIT "A"

Location of Violation	Parcel Number	Property Owner Name
No Physical Address	011-340-005	Gregory Daulton & Cynthia Diane Bradford
No Physical Address	011-340-004	Gregory Daulton & Cynthia Diane Bradford
No Physical Address	006-380-026	Home Ranch Development Company
No Physical Address	013-200-007	Edward J. & Gail McIntyre
No Physical Address	013-010-085	Billy Wells/Lucy Najarian-Wells
No Physical Address	013-200-008	Edward J. & Gail McIntyre
No Physical Address	009-600-004	Redus El LLC
245 South Westberry Drive	009-600-006	Marcello Monticelli
117 West Rush Street	003-093-008	Narcisco & Ana B. Puentes
No Physical Address	003-240-019	Richard J. Bosio
No Physical Address	005-320-064	Bhandal Construction Inc./Maximillion Capital LLC
No Physical Address	005-320-065	Bhandal Construction Inc./Maximillion Capital LLC
No Physical Address	005-320-063	Bhandal Construction Inc./Maximillion Capital LLC
1904 Meadow Lark Way	005-320-050	Bhandal Construction Inc./Maximillion Capital LLC
1912 Meadow Lark Way	005-320-051	Bhandal Construction Inc./Maximillion Capital LLC
1920 Meadow Lark Way	005-320-052	Bhandal Construction Inc./Maximillion Capital LLC
1944 Meadow Lark Way	005-320-041	Bhandal Construction Inc./Maximillion Capital LLC
1952 Meadow Lark Way	005-320-042	Bhandal Construction Inc./Maximillion Capital LLC
1960 Meadow Lark Way	005-320-043	Bhandal Construction Inc./Maximillion Capital LLC
1949 Meadow Lark Way	005-320-044	Bhandal Construction Inc./Maximillion Capital LLC
1941 Meadow Lark Way	005-320-045	Bhandal Construction Inc./Maximillion Capital LLC
1197 Sparrow Way	005-320-040	Bhandal Construction Inc./Maximillion Capital LLC
1189 Sparrow Way	005-320-039	Bhandal Construction Inc./Maximillion Capital LLC
1177 Sparrow Way	005-320-038	Bhandal Construction Inc./Maximillion Capital LLC
1165 Sparrow Way	005-320-037	Bhandal Construction Inc./Maximillion Capital LLC
1903 Blue Sky Lane	005-320-056	Bhandal Construction Inc./Maximillion Capital LLC
1908 Blue Sky Lane	005-320-057	Bhandal Construction Inc./Maximillion Capital LLC
1916 Blue Sky Lane	005-320-058	Bhandal Construction Inc./Maximillion Capital LLC
1911 Blue Sky Lane	005-320-055	Bhandal Construction Inc./Maximillion Capital LLC
1924 Blue Sky Lane	005-320-059	Bhandal Construction Inc./Maximillion Capital LLC
1919 Blue Sky Lane	005-320-054	Bhandal Construction Inc./Maximillion Capital LLC
1927 Blue Sky Lane	005-320-053	Bhandal Construction Inc./Maximillion Capital LLC
1932 Blue Sky Lane	005-320-060	Bhandal Construction Inc./Maximillion Capital LLC
1948 Blue Sky Lane	005-320-032	Bhandal Construction Inc./Maximillion Capital LLC
1943 Blue Sky Lane	005-320-033	Bhandal Construction Inc./Maximillion Capital LLC
1956 Blue Sky Lane	005-320-031	Bhandal Construction Inc./Maximillion Capital LLC
1951 Blue Sky Lane	005-320-034	Bhandal Construction Inc./Maximillion Capital LLC
1964 Blue Sky Lane	005-320-030	Bhandal Construction Inc./Maximillion Capital LLC
1959 Blue Sky Lane	005-320-035	Bhandal Construction Inc./Maximillion Capital LLC
1972 Blue Sky Lane	005-320-029	Bhandal Construction Inc./Maximillion Capital LLC
1967 Blue Sky Lane	005-320-036	Bhandal Construction Inc./Maximillion Capital LLC
1980 Blue Sky Lane	005-320-028	Bhandal Construction Inc./Maximillion Capital LLC
1153 Robin Way	005-320-027	Bhandal Construction Inc./Maximillion Capital LLC
1141 Robin Way	005-320-026	Bhandal Construction Inc./Maximillion Capital LLC
1129 Robin Way	005-320-025	Bhandal Construction Inc./Maximillion Capital LLC
1117 Robin Way	005-320-024	Bhandal Construction Inc./Maximillion Capital LLC
1105 Robin Way	005-320-023	Bhandal Construction Inc./Maximillion Capital LLC
201 West Central Avenue	006-010-010	Miguel A. Arteaga
No Physical Address	006-010-009	Julia Arteaga
No Physical Address	010-193-010	Mark A. Knox (TE) & Victoria Karlsson (TE)
No Physical Address	010-193-012	Mark A. Knox (TE) & Victoria Karlsson (TE)