

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

July 13, 2016
6:00 p.m.

City Hall
Council Chambers

1. CALL TO ORDER

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

ROLL CALL

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

Absent: Mayor/Commissioner Robert L. Poythress

Successor Agency staff members present: Executive Director Jim Taubert, Business Manager Bob Wilson, City Attorney Brent Richardson 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 Pro-Tem Rigby

PUBLIC COMMENT – REGULAR SESSION

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

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

Mayor Pro-Tem Rigby recessed the Joint Special Meeting of the Madera City Council, Regular Meeting of the Madera City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Madera City Council as the Successor Housing Agency at 6:03 p.m.

Housing Authority Chairperson Derek Robinson opened the Regular Meeting of the Housing Authority of the City of Madera, calling for items as listed on the agenda. The Housing Authority meeting was adjourned at 6:21 p.m.

Mayor Pro-Tem Rigby reconvened the Joint Special Meeting of the Madera City Council, Regular Meeting of the Madera City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Madera City Council as the Successor Housing Agency at 6:25 p.m.

PRESENTATIONS

There are no items for this section.

INTRODUCTIONS

There are no items for this section.

2. WORKSHOP

There are no items for this section.

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

3. CONSENT CALENDAR

3A. Minutes of the Joint Meeting of the Special Meeting of the Madera City Council, Regular Meeting of the City Council as the Successor Agency to the former Madera Redevelopment Agency and Special Meeting of the Successor Housing Agency – June 8, 2016 (City/Successor Agency/Successor Housing Agency)

3B. Listing of Warrants Issued from June 1, 2016 to June 30, 2016 (Successor Agency)

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

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

3E. Code Enforcement Activity Report (City)

3F. Code Enforcement Funds Collection Report for Period Ending June 30, 2016 (City)

3G. Update on Neighborhood Outreach Activities (City)

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

On motion by Council Member Holley seconded by Council Member Oliver the Consent Calendar was approved unanimously as presented by the following 6/0 vote: Ayes: Council Members Rigby, Robinson, Foley Gallegos, Oliver, Medellin and Holley; Noes: None; Abstain: None; Absent: Mayor Poythress; resulting in the unanimous approval of the Minutes of the Joint Meeting of the Special Meeting of the Madera City Council, Regular Meeting of the City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Successor Housing Agency for June 8, 2016.

4. PROJECTS AND REPORTS

There are no items for this section.

5. AGREEMENTS

There are no items for this section.

6. **HOUSING**

6A. Joint Public Hearing Regarding Consideration of a Resolutions Approving 33433 Report and Approval of Sale of Real Property Located at 911 Clinton Street (APN: 008-052-017) and Consideration of a Resolution Approving Disposition and Development Agreement with DMP Development Corporation, Inc. (City/Successor Housing Agency)

Executive Director Taubert reported that this is a joint public hearing between the City Council and the Successor Housing Agency regarding the sale of property located at 911 Clinton Street to DMP Development for the amount of \$10,000.00. The sales price is determined to be fair market value based the conditions that have been placed on the development of the property, including the fact that an affordable housing unit be constructed on the site and be sold to persons or families in the targeted income group. DMP is proposing to build a 1,300± sf 4 bedroom/ 2 bath home with a price range of \$145,000.00 - \$149,000.00.

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

Mayor Pro-Tem Rigby opened the public hearing at 6:27 p.m.

There being no other speakers, the public hearing was closed at 6:28 p.m.

No other questions or comments were offered.

Mayor Pro-Tem Rigby called for a motion to adopt the City Council resolution.

CC 16-102 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING SALE OF PROPERTY KNOWN AS 911 CLINTON STREET ACQUIRED BY TAX INCREMENT BY THE FORMER MADERA REDEVELOPMENT AGENCY AND MAKING FINDINGS RELATED THERETO

On motion by Council Member Medellin, seconded by Council Member Oliver, Resolution Number CC 16-102 was approved unanimously as presented by the following 6/0 vote: Ayes: Council Members Rigby, Robinson, Foley Gallegos, Oliver, Medellin and Holley; Noes: None; Abstain: None; Absent: Mayor Poythress.

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

SHA 16-08 RESOLUTION OF THE CITY OF MADERA AS SUCCESSOR HOUSING AGENCY TO THE FORMER REDEVELOPMENT AGENCY MADERA, CALIFORNIA APPROVING THE SALE OF PROPERTY KNOWN 911 CLINTON STREET FOR THE CONSTRUCTION OF ONE (1) SINGLE FAMILY DWELLING UNIT ON LOT LOCATED IN THE CITY OF MADERA

On motion by Council Member Medellin, seconded by Council Member Oliver, Resolution Number SHA 16-08 was approved unanimously as presented by the following 6/0 vote: Ayes: Council Members Rigby, Robinson, Foley Gallegos, Oliver, Medellin and Holley; Noes: None; Abstain: None; Absent: Mayor Poythress.

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

SHA 16-09 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 ONE SINGLE FAMILY RESIDENCE LOCATED AT 911 CLINTON STREET AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE SUCCESSOR HOUSING AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY

On motion by Council Member Medellin, seconded by Council Member Holley, Resolution Number SHA 16-09 was approved unanimously as presented by the following 6/0 vote: Ayes: Council

Members Rigby, Robinson, Foley Gallegos, Oliver, Medellin and Holley; Noes: None; Abstain: None; Absent: Mayor Poythress.

6B. Consideration of a Resolution Awarding the Contract for Riverside Villas Subdivision Improvements to Floyd Johnston Construction (Successor Housing Agency)

Business Manager Bob Wilson reported that prior to dissolution the Redevelopment Agency purchased Riverside Villas Subdivision. The general work consists of reconstructing driveways, water/sewer services, make improvements to the storm drain, grading of the lots for future residential development.

The bid opening was held on July 6, 2016. There were two (2) bids submitted ranging from \$462,241.00 to \$273,066.60. The low bid was submitted by Floyd Johnston Construction out of Clovis. The funding for the project has been approved by the Agency Board and the Department of Finance.

Council Member Medellin stated that it is odd that these two bids were so far apart. Mr. Wilson agreed that it was odd. The engineers estimate was \$264,000.00, so the high bid was way out of line. Mr. Taubert added that representatives from Floyd Johnston were the only ones who attended the pre-bid meeting and asked a lot of questions, it may have been helpful to attend that meeting.

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

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

SHA 16-10 A RESOLUTION OF THE SUCCESSOR HOUSING AGENCY OF FORMER REDEVELOPMENT AGENCY OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE AWARD OF CONTRACT FOR THE RIVERSIDE VILLAS OF MADERA PROJECT RDA PROJECT NO. 06-S-04-REBID, IN THE AMOUNT OF \$273,066.60 TO FLOYD JOHNSTON CONSTRUCTION, AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 10%, CONSTRUCTION INSPECTION

*On motion by Council Member Holley, seconded by Council Member Robinson, **Resolution Number SHA 16-10** was approved unanimously as presented by the following 6/0 vote: Ayes: Council Members Rigby, Robinson, Foley Gallegos, Oliver, Medellin and Holley; Noes: None; Abstain: None; Absent: Mayor Poythress.*

6C. Consideration of a Resolution Approving Agreement with Blair, Church and Flynn Consulting Engineers for Engineering and Design Services Related to the Development of the Hunter/Massetti Properties and rescinding Resolution SHA 15-13 (Successor Housing Agency)

Executive Director Taubert reported that the Successor Housing Agency approved an agreement with Blair, Church and Flynn for design services related to the Hunter property. We have now been able to acquire the Massetti parcel, it made sense to develop the properties as a single project. Blair, CHruch and Flynn will be responsible for:

1. Surveying and Mapping.
2. Preparation of Tentative Map.
3. Preparation of Final Map.
4. Preparation of Site Grading, Drainage and Site Utility Plans.
5. Assist in the preparation of a Specific Plan.
6. Bidding Construction Services.

Council Member Medellin stated that all he is asking is that they pay attention to school traffic and not cause a school traffic debacle.

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

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

SHA 16-11 A RESOLUTION OF THE CITY OF MADERA AS SUCCESSOR HOUSING 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 HUNTER/MASSETTI PROPERTIES DEVELOPMENT PROJECT IN MADERA, CALIFORNIA AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE AGENCY

*On motion by Council Member Holley, seconded by Council Member Oliver, **Resolution Number SHA 16-11** was approved unanimously as presented by the following 6/0 vote: Ayes: Council Members Rigby, Robinson, Foley Gallegos, Oliver, Medellin and Holley; Noes: None; Abstain: None; Absent: Mayor Poythress.*

7. GENERAL

There are no items for this section.

8. AGENCY MEMBER REPORTS

Council Member Robinson had nothing to report.

Council Member Foley Gallegos had nothing to report.

Council Member Holley had nothing to report.

Council Member Medellin had nothing to report.

Council Member Oliver had nothing to report.

Mayor Pro-Tem Rigby congratulated Executive Director Taubert for the Lifetime Achievement Award. It is well deserved and it will be a great night.

9. CLOSED SESSION

9A. Closed Session Announcement – General Counsel/City Attorney

9B. Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code §54956.9(d)(2): 1 case

The City Council retired to Closed Session at 6:38 p.m. and reconvened the meeting at 7:23 p.m. with all members present.

9C. Reconvene Closed Session - Mr. Richardson announced that the City Council met in Closed Session for one item pursuant to Government Code Section §54956.9(d)(2) in one matter, and noted that no reportable action was taken during Closed Session.

10. ADJOURNMENT

Mayor Pro-Tem Rigby adjourned the Joint Special Meeting of the Madera City Council, Regular Meeting of the Madera City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Madera City Council as the Successor Housing Agency at 7:23 p.m.

Claudia Mendoza, Recording Secretary

Robert Poythress, Mayor

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

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

From: Office of the Treasurer

Subject: Listing of Warrants Issued

Date: August 10, 2016

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

July 1, 2016 to July 31, 2016

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

General Warrants:	#10797 - #10822	\$ 134,791.10
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Respectfully submitted,



Patricia Barbosa
Financial Services Manager



Bob Wilson
Successor Agency Manager

THE SUCCESSOR AGENCY TO
THE FORMER CITY OF MADERA REDEVELOPMENT AGENCY
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK MAIN ACCOUNT
August 10, 2016

CHECK	PAYDATE	ISSUED TO	DESCRIPTION	AMOUNT	VOID
010797	7/7/2016	HARBISON INTERNATIONAL INC.	RIVERSIDE VILLAS REVISE OUTFALL STRUCTURE	245.00	
010798	7/7/2016	MADERA CLEANERS AND LAUNDRY INC.	MAT CLEANING	9.00	
010799	7/7/2016	P G AND E	06/16 SVS 20000655655-7	1,613.45	
010800	7/7/2016	ROBERT P. ROWE & ASSOC.	701 ADELAIDE APPRAISAL	2,000.00	
010801	7/7/2016	SANDY'S HOUSEKEEPING & JANITORIAL	CUSTODIAL SVS FOR JULY 2016	425.00	
010802	7/7/2016	WILSON, BOB	MILEAGE REIMBURSEMENT	488.75	
010803	7/15/2016	CITY OF MADERA	5 E YOSEMITE AVE JULY 2016 WATER SEWER	181.70	yes
010804	7/15/2016	NORTHSTAR ENGINEERING GROUP INC	SW INDUSTRIAL PLAN TRAFFIC ST	130.00	yes
010805	7/15/2016	PETTY CASH-RDA	PETTY CASH REIMBURSEMENT FY 15/16	169.83	
010806	7/15/2016	RICOH USA, INC.	COPIER MAINTENANCE FEE FOR PERIOD 06/16	8.45	yes
010807	7/15/2016	SHRED-IT USA-FRESNO	DOCUMENT SHREDDING SVS 07/01/16	127.50	yes
010808	7/15/2016	RGC GENERAL CONTRACTING	420 STINSON PMT #1 TARGET REHAB	8,475.00	yes
010809	7/15/2016	TAUBERT, JIM	REIMBURSE EXE DIRECTOR FY 2016	497.75	yes
010810	7/15/2016	VERIZON WIRELESS	JUNE 2016 CELLPHONE USAGE	105.20	yes
010811	7/15/2016	FRESNO REPROGRAPHICS	PLANS/SPECS FOR RIVERSIDE VILLAS	565.15	
010812	7/15/2016	CITY OF MADERA	5 E YOSEMITE AVE JULY 2016 WATER SEWER	181.70	
010813	7/15/2016	NORTHSTAR ENGINEERING GROUP INC	SW INDUSTRIAL PLAN TRAFFIC ST	130.00	
010814	7/15/2016	RICOH USA, INC.	COPIER MAINTENANCE FEE FOR PERIOD 06/16	8.45	
010815	7/15/2016	SHRED-IT USA-FRESNO	DOCUMENT SHREDDING SVS 07/01/16	127.50	
010816	7/15/2016	RGC GENERAL CONTRACTING	420 STINSON PMT #1 TARGET REHAB	8,475.00	
010817	7/15/2016	TAUBERT, JIM	REIMBURSE EXE DIRECTOR FY 2016	497.75	
010818	7/15/2016	VERIZON WIRELESS	JUNE 2016 CELLPHONE USAGE	105.20	
010819	7/28/2016	AVISON CONSTRUCTION, INC	PROJECT ST 10-03 PROGRESS PMT #6	117,602.40	
010820	7/28/2016	THE BANK OF NEW YORK MELLON	ADMINISTRATIVE FEE 1998 BOND	1,574.10	
010821	7/28/2016	CITY OF MADERA	PARKING ASSMT & BUSINESS DIST 09/30/16	147.82	
010822	7/28/2016	SANDY'S HOUSEKEEPING & JANITORIAL	CUSTODIAL SVS FOR AUGUST 2016	425.00	

BANK #1 - Union Bank Main Acct. Total

\$ 134,791.10 *

* void checks are not included in total

CITY OF MADERA REDEVELOPMENT AGENCY REPORT TO SUCCESSOR AGENCY BOARD

SUCCESSOR AGENCY MEETING OF AUGUST 10, 2016

SUCCESSOR AGENCY ITEM NUMBER 3C/3D

APPROVED BY


FINANCE DEPARTMENT


SUCCESSOR AGENCY EXECUTIVE DIRECTOR


SUCCESSOR AGENCY MANAGER

Subject: Monthly Financial Reports

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

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

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

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

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2016
To 07/31/2016

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 40200: Low/Mod Hsg TI Housing Asset						
Account: Revenue						
2001-8163	Interest Income - Loans	77.62-	77.62-	0.00	77.62	0.00
2001-8190	Rental Income	1,050.00-	1,050.00-	0.00	1,050.00	0.00
2001-8659	Refunds and Reimbursements	3,423.73-	3,423.73-	0.00	3,423.73	0.00
	NET Account: Revenue:	4,551.35-	4,551.35-	0.00	4,551.35	0.00
Account: Expense						
2001-1010	Salaries - Full-time	2,325.14	2,325.14	0.00	2,325.14-	0.00
2001-1020	Salaries - Part-time	165.14	165.14	0.00	165.14-	0.00
2001-1030	Salaries - Overtime	26.43	26.43	0.00	26.43-	0.00
2001-2000	Public Employees Retirement System	550.92	550.92	0.00	550.92-	0.00
2001-2002	Long Term Disability Insurance	3.18	3.18	0.00	3.18-	0.00
2001-2003	Life Insurance Premiums	0.79	0.79	0.00	0.79-	0.00
2001-2004	Worker's Compensation Insurance	209.66	209.66	0.00	209.66-	0.00
2001-2005	Medicare Tax - Employer's Share	35.65	35.65	0.00	35.65-	0.00
2001-2007	Deferred Compensation - Part-time	6.19	6.19	0.00	6.19-	0.00
2001-2008	Deferred Compensation - Full-time	55.05	55.05	0.00	55.05-	0.00
2001-2010	Section 125 Benefit Allow.	191.13	191.13	0.00	191.13-	0.00
2001-3001	Gas and Electric Utilities	127.20	127.20	0.00	127.20-	0.00
	NET Account: Expense:	3,696.48	3,696.48	0.00	3,696.48-	0.00
	TOTAL Fund 40200: Low/Mod Hsg TI Housing Asset:	854.87-	854.87-	0.00	854.87	0.00

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2016
To 07/31/2016

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 40300: Non Housing Tax Incr - RPTTF						
Account: Revenue						
3001-8000	Current Secured Property Tax	1,899,940.00-	1,899,940.00-	0.00	1,899,940.00	0.00
	NET Account: Revenue:	1,899,940.00-	1,899,940.00-	0.00	1,899,940.00	0.00
	TOTAL Fund 40300: Non Housing Tax Incr - RPTTF:	1,899,940.00-	1,899,940.00-	0.00	1,899,940.00	0.00

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2016
To 07/31/2016

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 57500: Administrative Allowance Fund						
Account: Expense						
3501-1010	Salaries - Full-time	12,572.98	12,572.98	0.00	12,572.98-	0.00
3501-1020	Salaries - Part-Time	893.00	893.00	0.00	893.00-	0.00
3501-1030	Salaries - Overtime	142.89	142.89	0.00	142.89-	0.00
3501-2000	Public Employees Retirement System	2,979.03	2,979.03	0.00	2,979.03-	0.00
3501-2002	Long Term Disability Insurance	17.20	17.20	0.00	17.20-	0.00
3501-2003	Life Insurance Premiums	4.26	4.26	0.00	4.26-	0.00
3501-2004	Worker's Compensation Insurance	1,133.68	1,133.68	0.00	1,133.68-	0.00
3501-2005	Medicare Tax - Employer's Share	192.77	192.77	0.00	192.77-	0.00
3501-2007	Deferred Compensation - Part-Time	33.50	33.50	0.00	33.50-	0.00
3501-2008	Deferred Compensation - Full-time	297.70	297.70	0.00	297.70-	0.00
3501-2010	Section 125 Benefit Allow.	1,033.50	1,033.50	0.00	1,033.50-	0.00
3501-3040	Contracted Services	977.50	977.50	0.00	977.50-	0.00
3501-3115	Taxes and Assessments	113.69	113.69	0.00	113.69-	0.00
	NET Account: Expense:	20,391.70	20,391.70	0.00	20,391.70-	0.00
	TOTAL Fund 57500: Administrative Allowance Fund:	20,391.70	20,391.70	0.00	20,391.70-	0.00

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2016
To 07/31/2016

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 60500: Non Housing Bond Proceeds						
Account: Revenue						
5001-8201	Services for Other Agencies	100.00-	100.00-	0.00	100.00	0.00
	NET Account: Revenue:	100.00-	100.00-	0.00	100.00	0.00
Account: Expense						
5001-1010	Salaries - Full-time	2,325.14	2,325.14	0.00	2,325.14-	0.00
5001-1020	Salaries - Part-time	165.14	165.14	0.00	165.14-	0.00
5001-1030	Salaries-Overtime	26.43	26.43	0.00	26.43-	0.00
5001-2000	Public Employees Retirement System	550.92	550.92	0.00	550.92-	0.00
5001-2002	Long Term Disability Insurance	3.18	3.18	0.00	3.18-	0.00
5001-2003	Life Insurance Premiums	0.79	0.79	0.00	0.79-	0.00
5001-2004	Worker's Compensation Insurance	209.66	209.66	0.00	209.66-	0.00
5001-2005	Medicare Tax - Employer's Share	35.65	35.65	0.00	35.65-	0.00
5001-2007	Deferred Compensation - Part-time	6.19	6.19	0.00	6.19-	0.00
5001-2008	Deferred Compensation - Full-time	55.05	55.05	0.00	55.05-	0.00
5001-2010	Section 125 Benefit Allow.	191.13	191.13	0.00	191.13-	0.00
5001-3001	Gas and Electric Utilities	54.50	54.50	0.00	54.50-	0.00
5001-3115	Taxes and Assessments	34.13	34.13	0.00	34.13-	0.00
	NET Account: Expense:	3,657.91	3,657.91	0.00	3,657.91-	0.00
	TOTAL Fund 60500: Non Housing Bond Proceeds:	3,557.91	3,557.91	0.00	3,557.91-	0.00

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2016
To 07/31/2016

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 60600: Low/Mod Housing Bond Proceeds						
Account: Expense						
6004-3800	Home Improvement Grants	8,475.00	8,475.00	0.00	8,475.00-	0.00
	NET Account: Expense:	8,475.00	8,475.00	0.00	8,475.00-	0.00
	TOTAL Fund 60600: Low/Mod Housing Bond Proceeds:	8,475.00	8,475.00	0.00	8,475.00-	0.00

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2016
To 07/31/2016

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 80400: Debt Service Fund						
Account: Expense						
4002-3040	Contracted Services	1,574.10	1,574.10	0.00	1,574.10-	0.00
	NET Account: Expense:	1,574.10	1,574.10	0.00	1,574.10-	0.00
	TOTAL Fund 80400: Debt Service Fund:	1,574.10	1,574.10	0.00	1,574.10-	0.00
	REPORT TOTALS:	1,866,796.16-	1,866,796.16-	0.00	1,866,796.16	0.00

*** End Of Report ***

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2016
To 07/31/2016

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 10800: Code Enforcement						
Dept 414: Community Development - Code Enforcement						
Account: Revenue						
2380-8076	Abandoned Property Registration fees	330.00-	330.00-	10,000.00-	9,670.00-	3.30
2380-8203	Background Check Service Fee	50.00-	50.00-	300.00-	250.00-	16.67
2380-8227	Vacant Building Ordinance	900.00-	900.00-	4,500.00-	3,600.00-	20.00
2380-8355	Transfer-In	0.00	0.00	230,395.00-	230,395.00-	0.00
2380-8551	Fines and Penalties for Violations	15,262.50-	15,262.50-	680,000.00-	664,737.50-	2.24
2380-8554	Vehicle Abatement Fee	0.00	0.00	48,000.00-	48,000.00-	0.00
2380-8556	Foreclosure Revenues	1,412.00-	1,412.00-	45,000.00-	43,588.00-	3.14
2380-8684	Cost Recovery for Weed Abatement	0.00	0.00	18,000.00-	18,000.00-	0.00
NET Account: Revenue:		17,954.50-	17,954.50-	1,036,195.00-	1,018,240.50-	1.73
Account: Expense						
2425-1010	Salaries / Full-time	39,016.25	39,016.25	519,639.00	480,622.75	7.51
2425-1020	Salaries / Part-time	5,638.58	5,638.58	84,443.00	78,804.42	6.68
2425-1030	Salaries / Overtime	12.20	12.20	0.00	12.20-	0.00
2425-1040	Salaries - Leave Payout	339.07	339.07	11,618.00	11,278.93	2.92
2425-1050	Salaries / Uniform Pay	1,477.35	1,477.35	1,000.00	477.35-	147.74
2425-2000	Public Employees Retirement System	9,417.06	9,417.06	130,087.00	120,669.94	7.24
2425-2002	Long Term Disability Insurance	69.27	69.27	1,713.00	1,643.73	4.04
2425-2003	Life Insurance Premiums	23.03	23.03	542.00	518.97	4.25
2425-2004	Worker's Compensation Insurance	4,124.74	4,124.74	50,760.00	46,635.26	8.13
2425-2005	Medicare Tax - Employer's Share	706.72	706.72	9,235.00	8,528.28	7.65
2425-2007	Deferred Compensation / Part-time	211.46	211.46	2,505.00	2,293.54	8.44
2425-2008	Deferred Compensation / Full-time	1,300.25	1,300.25	17,717.00	16,416.75	7.34
2425-2009	Unemployment Insurance	29.61	29.61	3,175.00	3,145.39	0.93
2425-2010	Section 125 Benefit Allow.	7,637.47	7,637.47	173,610.00	165,972.53	4.40
2425-3001	Gas and Electric Utilities	0.00	0.00	21,000.00	21,000.00	0.00
2425-3002	Telephone and Fax Charges	16.43	16.43	8,000.00	7,983.57	0.21
2425-3011	Advertising - Bids and Legal Notices	0.00	0.00	1,000.00	1,000.00	0.00
2425-3014	Professional Dues	0.00	0.00	375.00	375.00	0.00
2425-3015	Publications and Subscriptions	0.00	0.00	250.00	250.00	0.00
2425-3016	Office Supplies - Expendable	0.00	0.00	6,000.00	6,000.00	0.00
2425-3018	Postage / Other Mailing Charges	0.00	0.00	13,000.00	13,000.00	0.00
2425-3020	Mileage Reimbursement	0.00	0.00	500.00	500.00	0.00
2425-3025	Vehicle Fuel, Supplies & Maintenance	370.64	370.64	10,000.00	9,629.36	3.71
2425-3037	Weed Abatement Expense	0.00	0.00	18,000.00	18,000.00	0.00
2425-3040	Contracted Services	1,223.55	1,223.55	80,000.00	78,776.45	1.53
2425-3120	Other Supplies	0.00	0.00	13,500.00	13,500.00	0.00
2425-3130	Building Supplies, Keys, Repairs	0.00	0.00	3,000.00	3,000.00	0.00
2425-3138	Tool Replacement Cost	0.00	0.00	1,000.00	1,000.00	0.00
2425-3300	Conference, Training, Education	0.00	0.00	7,000.00	7,000.00	0.00
2425-4002	Interfund Charges - Central Supply	0.00	0.00	600.00	600.00	0.00
2425-4005	Interfund Charges - Vehicle Repairs	0.00	0.00	19,493.00	19,493.00	0.00
2425-4007	Interfund Charges - Vehicle Replacem	0.00	0.00	11,667.00	11,667.00	0.00
2425-4018	Interfund Charges-Computer Maint.	0.00	0.00	77,369.00	77,369.00	0.00
2425-4020	Interfund Charges - Computer Replace	0.00	0.00	14,616.00	14,616.00	0.00
NET Account: Expense:		71,613.68	71,613.68	1,312,414.00	1,240,800.32	5.46
TOTAL Dept 414: Community Development - Code Enforcement:		53,659.18	53,659.18	276,219.00	222,559.82	19.43
TOTAL Fund 10800: Code Enforcement:		53,659.18	53,659.18	276,219.00	222,559.82	19.43

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2016
To 07/31/2016

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 10865: LEA Tire Grant						
Dept 432: LEA Tire Grant						
Account: Revenue						
2427-8428	Current Year Allocation-LEA Grant	0.00	0.00	18,338.00-	18,338.00-	0.00
	NET Account: Revenue:	0.00	0.00	18,338.00-	18,338.00-	0.00
Account: Expense						
2427-1010	Salaries / Full-time	158.62	158.62	6,335.00	6,176.38	2.50
2427-1050	Salaries / Uniform Pay	22.65	22.65	0.00	22.65-	0.00
2427-2000	Public Employees Retirement System	402.90	402.90	1,725.00	1,322.10	23.36
2427-2002	Long Term Disability Insurance	1.04	1.04	23.00	21.96	4.52
2427-2003	Life Insurance Premiums	0.34	0.34	0.00	0.34-	0.00
2427-2004	Worker's Compensation Insurance	27.75	27.75	531.00	503.25	5.23
2427-2005	Medicare Tax-Employer's Share	4.17	4.17	96.00	91.83	4.34
2427-2008	Deferred Compensation/Full-time	11.28	11.28	266.00	254.72	4.24
2427-2009	Unemployment Insurance	0.00	0.00	215.00	215.00	0.00
2427-2010	Section 125 Benefit Allow.	92.45	92.45	2,607.00	2,514.55	3.55
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:	721.20	721.20	18,959.00	18,237.80	3.80
	TOTAL Dept 432: LEA Tire Grant:	721.20	721.20	621.00	100.20-	116.14
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	0.00	0.00	5,280.00	5,280.00	0.00
2428-2000	Public Employees Retirement System	0.00	0.00	1,438.00	1,438.00	0.00
2428-2002	Long Term Disability Insurance	0.00	0.00	19.00	19.00	0.00
2428-2004	Worker's Compensation Insurance	0.00	0.00	443.00	443.00	0.00
2428-2005	Medicare Tax - Employer's Share	0.00	0.00	80.00	80.00	0.00
2428-2008	Deferred Compensation / Full-time	0.00	0.00	222.00	222.00	0.00
2428-2009	Unemployment Insurance	0.00	0.00	180.00	180.00	0.00
2428-2010	Section 125 Benefit Allow.	0.00	0.00	2,173.00	2,173.00	0.00
2428-3012	Advertising - Other	0.00	0.00	4,318.00	4,318.00	0.00
2428-3040	Contracted Services	0.00	0.00	25,545.00	25,545.00	0.00
2428-3120	Other Supplies	0.00	0.00	665.00	665.00	0.00
	NET Account: Expense:	0.00	0.00	40,363.00	40,363.00	0.00
	TOTAL Dept 436: Tire Amnesty Grant:	0.00	0.00	714.00	714.00	0.00
	TOTAL Fund 10865: LEA Tire Grant:	721.20	721.20	1,335.00	613.80	54.02
	REPORT TOTALS:	54,380.38	54,380.38	277,554.00	223,173.62	19.59

*** End Of Report ***

REPORT TO THE CITY COUNCIL

MEETING OF: August 10, 2016

AGENDA ITEM NUMBER: 3E

APPROVED BY:


Executive Director


Neighborhood Preservation Supervisor

Subject: Activity Report – Code Enforcement Division

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

HISTORY/BACKGROUND

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

RECOMMENDATION

No action is required.

JET/cm

Attachment:
-Activity Report

REPORT FOR JULY 1 – JULY 31, 2016

Foreclosed Property Activities

	Activity	Amount
1.	Total Foreclosed Property Cases	110
2.	Monitoring (Occupied)	8
3.	Active Cases	102
*4.	Properties Sold this month and/or Closed	7
5.	Properties Registered	6
6.	Citations Issued	5

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

Code Enforcement Activities

	Activity	Total for Month	Year to Date (From 7/1/2016)
1.	Files Opened <i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i>	102	102
2.	Files Closed <i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i>	82	82
3.	Active Files <i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i>	598	N/A
4.	Citations Issued <i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i>	5	5
5.	Abandoned Vehicles Tagged (<i>Cases Opened</i>)	42	42
6.	Abandoned Vehicles Towed (<i>Cases Closed</i>)	5	5
7.	Abandoned Vehicles Removed (<i>Cases Closed</i>)	59	59
8.	Active Abandoned Vehicle Files	129	N/A
9.	Weed Abatement Files Opened	0	0

Accounts Receivables Activities

	Activity	Total for Month	Year to Date (From 7/1/2016)
1.	Fines/Citations, Penalties, and Enforcement Fees <i>Levied</i>	\$10,650.00	\$10,650.00
2.	Fines/Citations, Penalties, and Enforcement Fees <i>Collected</i>	\$15,262.50	\$15,262.50
3.	Registration Fees for Vacant/Abandoned Buildings and Foreclosed Properties <i>Collected</i>	\$1,230.00	\$1,230.00
4.	Removed for Collections - Fines, Penalties, Citations and Towing Fees sent to Financial Credit Network	\$0.00	\$0.00

Small Claims and Lien Activities

Information provided by City Attorney's Office

	Type	No. of files This month	No. of files Ytd.	Amount This month	Amount Year to Date
1.	Small Claims / Intercept Candidates	0	0	0	0
2.	Lien Confirmations	3	3	\$115,575.33	\$115,575.33
3.	Liens turned over to Assessor	0	0	0	0


Files currently being reviewed for appropriate action – 67

REPORT TO THE CITY COUNCIL

MEETING OF: August 10, 2016

AGENDA ITEM NUMBER: 3F

APPROVED BY:


Executive Director

Subject: Code Enforcement Funds Collection Report for Period Ending July 31, 2016

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

HISTORY/BACKGROUND

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

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

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

Fiscal Year	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	TOTAL
2010-11	\$ 9,845	\$ 7,980	\$ 5,806	\$ 7,953	\$10,873	\$12,240	\$10,304	\$5,354	\$11,147	\$19,446	\$13,501	\$42,760	\$157,209
2011-12	\$22,646	\$35,955	\$22,782	\$42,900	\$45,553	\$71,297	\$67,720	\$64,524	\$52,238	\$23,612	\$28,641	\$45,809	\$523,678
2012-13	\$33,216	\$36,791	\$24,520	\$56,500	\$61,504	\$62,101	\$60,271	\$76,941	\$70,142	\$61,138	\$66,261	\$22,660	\$632,045
2013-14	\$73,253	\$41,445	\$40,692	\$116,589	\$58,036	\$47,573	\$94,700	\$64,214	\$18,911	\$31,682	\$51,773	\$9,043	\$647,915
2014-15	\$12,262	\$60,675	\$171,037	\$38,146	\$129,213	\$37,074	\$11,836	\$27,967	\$144,602	\$29,078	\$75,658	\$8,867	\$753,645
2015-16	\$27,183	\$83,589	\$2,393	\$88,406	\$34,598	\$26,218	\$16,834	\$88,144	\$76,912	\$67,380	\$122,878	\$39,338	\$673,872
2016-17	\$17,905												\$17,905
TOTAL													\$3,406,269

RECOMMENDATION

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

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

BOARD MEETING OF: August 10, 2016
AGENDA ITEM NUMBER: 3G

APPROVED BY:



Neighborhood Outreach Consultant



Executive Director

Subject: Update on Neighborhood Outreach Activities.

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

History/Background:

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

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

I. National Night Out (NNO) follow-up

- a. The National Night Out Planning Committee had its fifth meeting on Wednesday, July 27th. We discussed the kickoff time agenda and got it approved. Finalized the details for our big event.
- b. We announced the winners of the poster contest and essay contest.
- c. We celebrated the NNO event. NNO kickoff was well attended. Over 45 neighborhoods participated.
- d. MUSD Superintendent Mr. Gonzalez and the MUSD trustees participated in NNO.

II. Neighborhood Meetings:

- a. July Meetings
 1. Date: July 12, 2016; Location: 101 N. Berry Drive; Time: 6 P.M. -7 P.M. (1st N/W)
 2. Date: July 19, 2016; Location: 1916 N. Coolidge; Time: 6 P.M. -7 P.M. (2nd N/W)
 3. Date: July 21, 2016; Location: 1763 S. Coolidge; Time: 6 P.M. -7 P.M. (1st N/W)

b. Upcoming Meetings

1. Date: August 11, 2016; Location: High Street (John Wells); Time: 6 P.M. -7 P.M. (2nd N/W)
2. Date: August 16, 2016; Location: North D Street; Time: 6 P.M. -7 P.M. (1st N/W)
3. Date: August 25, 2016; Location: Westgate Drive; Time: 6 P.M. -7 P.M. (1st N/W)

Note: We limited the number of neighborhood watches this month to work on National Night Out. We are accommodating leaders who expressed concerns about the hot weather in the evening.

III. Curb Stripe Initiative

- a. Councilman Charles is going to write a letter to the leaders, urging them to participate in soliciting their engagement in the program.
- b. Once the letter is received, the Outreach Team will send it out to the leaders and work with those who respond to the call.
- c. The Outreach Team had devised a plan to cover the remainder Neighborhood Watches and, upon completion, the program will be transferred to the Madera Ministerial Association or Public Works.

IV. Parents for Students Success

- a. We met with MUSD Superintendent Gonzalez to discuss how we could collaborate on implementing the program. We connected with the appropriate individuals who will help us in successfully getting the program running.
- b. Jim, Yuliana, and Christina will be meeting with MUSD staff on August 9th to discuss the preliminary tools to get started.

V. City Formal Internship Program

- a. Councilman Will Oliver is reviewing the program and will offer recommendations at his discretionary convenience.

VI. American Red Cross Volunteer Training

- a. The Madera Team had a meeting on August 3rd at the RDA, Conference Room.
- b. The next meeting will be held on September 13th at the RDA from 6 P.M. to 8 P.M.
- c. The Outreach Team will continue on its quest to recruit volunteers for Madera.

VII. Outreach Activities:

- a. We have not done outreach since after the Business Extravaganza.

VIII. Other Projects& Programs:

a. **Community Partnership:**

1. The Community Action Center has agreed to merge their S.A.L.T. group with our department's Community Partnership group.
 - i. The objective of this mergence is to effectively and closely coordinate events among agencies and it allows agencies to pool resources together using one platform and promote their programs and services to the public.
 - ii. The next meeting will be held on Thursday, August 11th, at 2:00 PM, at the Salvation Army Facility.

b. Transforming Our City

1. Pastor Tim McGraw has yet to send out an email regarding the meeting. We have not held a meeting since last month. More to come on the next Council report.

c. SCORE

1. The team had an outreach meeting on August 1st at the Vineyard.
 - i. We recruited volunteers and are preparing them for registration and training.
 - ii. We are set to launch our new workshops predictably by September.

d. Madera Downtown Association

1. The Madera Downtown Association had its meeting on August 10TH at the RDA. They discussed the launching of the social media platform and marketing of downtown businesses and the downtown area.

e. High School New Student Convocation

- i. Jim Taubert and Yuliana Franco met with MUSD Superintendent Gonzalez and proposed the convocation to him.
 - a. He accepted the convocation as a great idea and possibly a tool to motivate the high school freshmen/women. It is our hope to launch this program after the launching of the new High School, so that it will be a new tradition.

f. Neighborhood of Choice

- i. Our team met on Friday, July 22th at the Citizens Bank. We finalized the grant application the Madera Board of Realtors will be submitting
- ii. The standards are memorialized.
- iii. If grant is awarded, then our team will proceed to creating a committee that will be charged of implementing this new program.

VISION 2025 LINKAGE

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

RECOMMENDATION

This report is merely informational. No action is required.

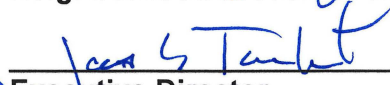
REPORT TO THE CITY COUNCIL OF THE FORMER MADERA REDEVELOPMENT AGENCY

BOARD MEETING OF: August 10, 2016
AGENDA ITEM NUMBER: 4A

APPROVED BY:



Neighborhood Preservation Supervisor



Executive Director

Subject: Code Enforcement Major Case Summary

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

In June of 2011, 518 Vineyard Ave came to the attention of Neighborhood Preservation because of its foreclosure status. This property was found to be out of compliance with title IX chapter 11 of the Madera Municipal code **Abandoned Real Property** and subsequently received administrative citations. Due to neglect to the notices, and to the property by the lender and property owner, the property conditions deteriorated to a point that it posed a health and safety risk to the surrounding neighborhood. At the time, the property owner, Susan Ayala provided consent to abate the conditions. In April, 2015, the City of Madera conducted the abatement in which the property was cleaned and secured. Shortly after this action, Susan Ayala passed away.

Without regular maintenance the property again deteriorated to a degree that it required a second abatement to remove the overgrown vegetation and to secure the property. The latest abatement was completed on July 14, 2016 with some residual effects being addresses as late as August 3, 2016.

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



REPORT TO THE SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY

BOARD MEETING OF: August 10, 2016

AGENDA ITEM NUMBER: 4B

APPROVED BY:


Neighborhood Outreach Consultant


Neighborhood Preservation Supervisor


Executive Director

Subject: Report on National Night Out

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

HISTORY/BACKGROUND

National Night Out was held on August 2, 2016. Forty-five (45) neighborhoods participated in the event. Other participants included:

Private

- 1 iPad Air – Madera County Probation Administrators Association
- 1 iPad Air – Madera Probation Peace Officers Association
- 1 Bike- Madera County Probation Management Association
- 1 Bike-GBS
- 1 Bike- Steve Copland- Seabury and Copland Insurance Company
- Pistoiresi Ambulance
- Madera Tribune

Public

- | | |
|--------------------------------------|--|
| • Neighborhood Revitalization | • Madera City Parks and Community Services |
| • Madera Police Department | • Madera Housing Authority |
| • Madera County Probation Department | • California Highway Patrol Department |
| • Madera Sheriff's Department | • Cal Fire |
| • Madera Unified School District | |

SITUATION

The City Council will be provided with a slideshow and comments from various participants in the activity.

RECOMMENDATION

Information only.

JET:cm

Attachment: None

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

BOARD MEETING OF: August 10, 2016

AGENDA ITEM NUMBER: 6A

APPROVED BY:


Executive Director

Subject: Consideration of a Resolution Adopting the FY 2017 Successor Housing Agency Budget

Summary: The Successor Housing Agency Board will consider a resolution adopting the FY 2017 Budget.

HISTORY/BACKGROUND

Since the former Redevelopment Agency was dissolved in 2012, State law required the adoption of a Recognized Obligation Payment Schedule (ROPS) and Administrative Budget. These documents required the approval of the Successor Agency, Oversight Board and the California Department of Finance. The documents had to be approved every six (6) months. In the past, proposed housing expenditures were a component of the ROPS/Administrative Budget process. These submittals now occur only one (1) time per year.

SITUATION

The housing program is experiencing significant activity. To that end, it would be appropriate for the Successor Housing Agency to develop a separate budget. This budget attached as Exhibit A contains expenditures related to the low mod income housing and replacement housing programs including administration of the programs. Funding appropriations are included for:

- Subdivisions in Progress
 - Riverwalk
 - Riverside
 - And Adelaide subdivisions.
- Properties in Acquisition
 - Hutchinson properties, 309, 311, 313 & 315 Malone
- Targeted Rehab Program
- Administrative Costs

RECOMMENDATION

Staff recommends the Successor Housing Agency Board approve the resolution adopting the FY 2017 Budget attached as Exhibit A.

Attachment:

- Resolution (SHA)
- Exhibit A

RESOLUTION NO. SHA 16-XX

**A RESOLUTION OF THE SUCCESSOR HOUSING AGENCY OF
THE FORMER MADERA REDEVELOPMENT AGENCY
ADOPTING THE FISCAL YEAR 2017 AGENCY BUDGET**

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

WHEREAS, in accordance with Section 33606 of the California Health and Safety Code, the Agency is required to adopt an annual budget including all activities to be financed by the Low and Moderate Income Housing Fund established pursuant to Section 33334.3 of the Health and Safety Code, and

WHEREAS, the Successor Housing Agency Board has reviewed and approved the FY 2017 Agency Budget, which is attached hereto as “Exhibit A” and incorporated herein by this reference.

NOW, THEREFORE, IT IS RESOLVED and the Board of Directors of the Successor Housing Agency of the Former Madera Redevelopment Agency finds, declares, determines, and orders as follows:

1. The above recitals are true and correct.
2. The FY 2017 Budget is hereby approved and a signed copy of this resolution shall be placed on file in the office of the Director of Finance, who shall take such actions as necessary to reflect the budget per “Exhibit A”.
3. This Resolution shall become effective immediately upon adoption.

EXHIBIT A
SUCCESSOR HOUSING AGENCY
FY 2017 BUDGET

Account	Description	FY 2017 Budget
Fund 40200: Low/Mod Hsg TI Housing Asset		
Account: Revenue		
2001-8163	INTEREST INCOME - LOANS	\$ (203)
2001-8190	RENTAL INCOME	(12,600)
2001-8434	GRANTS	(16,000)
2001-8671	SALE OF REAL ESTATE	(250,000)
	Total Budget Revenue Fund 40200	\$ (278,803)
Account: Expense		
2001-1010	SALARIES - FULL-TIME	\$ 28,000
2001-1020	SALARIES - PART-TIME	2,602
2001-1040	SALARIES - LEAVE PAYOUT	1,785
2001-2000	PUBLIC EMPLOYEES RETIREMENT SYSTEM	6,890
2001-2002	LONG TERM DISABILITY INSURANCE	80
2001-2003	LIFE INSURANCE PREMIUMS	18
2001-2004	WORKER'S COMPENSATION INSURANCE	2,567
2001-2005	MEDICARE TAX - EMPLOYER'S SHARE	480
2001-2007	DEFERRED COMPENSATION - PART-TIME	98
2001-2008	DEFERRED COMPENSATION - FULL-TIME	628
2001-2009	UNEMPLOYMENT INSURANCE PREMIUMS	95
2001-2010	SECTION 125 BENEFIT ALLOW.	3,750
2001-3001	GAS AND ELECTRIC UTILITIES	4,000
2001-3002	TELEPHONE AND FAX CHARGES	350
2001-3011	ADVERTISING - BIDS AND LEGAL NOTICES	800
2001-3016	OFFICE SUPPLIES - EXPENDABLE	200
2001-3018	POSTAGE / OTHER MAILING CHARGES	100
2001-3040	CONTRACTED SERVICES	80,000
2001-3115	TAXES AND ASSESSMENTS	6,600
2001-3120	OTHER SUPPLIES	400
2001-3135	RENTAL PROPERTY MAINTENANCE	1,500
2001-3300	CONFERENCE / TRAINING / EDUCATION	100
2002-3069	DISPOSAL COSTS LAND SALES	15,000
2002-3802	ACQUISITION / DEMOLITION	413,000
2005-3800	HOME IMPROVEMENT GRANTS	250,000
	Total Budget Expenditures Fund 40200	\$ 819,043
Fund 60600: Low/Mod Housing Bond Proceeds		
Account: Expense		
6001-3040	ENGINEERING & ARCHITECTURAL SERVICES	\$ 170,810
6003-3802	MASSETTI ACQUISTIONS	369,150
	Total Budget Expenditures Fund 60600	\$ 539,960

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

BOARD MEETING OF: August 10, 2016

AGENDA ITEM NUMBER: 6B

APPROVED BY:


Executive Director

Subject: Consideration of a Resolution Approving Purchase and Sales Agreements for Properties at 309 Malone Street (A.P.N. 008-052-035), 311 Malone Street (A.P.N. 008-052-036), 313 Malone Street (A.P.N. 008-052-037) and 315 Malone Street (A.P.N. 008-052-038)

Summary: The Successor Housing Agency will consider a resolution approving sales agreements for properties at 309/311/313/315 Malone Street. There are a number of people on title and the sales price is \$113,000.00 total.

HISTORY / BACKGROUND

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

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

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

This property contains four (4) substandard structures as well as significantly overgrown vegetation. The properties are located at the SE corner of Malone and Washington streets.



It would be the intent of the Sucessor Housing Agency to demolish the substandard structures, clear the landscaping and cause 5-6 replacement housing units to be constructed on the site

SITUATION

The purchase price is considered to be fair market value based upon appraisals 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 Successor Housing Agency adopt the resolution approving the sales agreement for 309/311/313/315 Malone Street.

Attachments:

- Resolution
- Agreements

JET:cm

RESOLUTION NO. SHA 16-

RESOLUTION OF THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, APPROVING AGREEMENTS WITH MULTIPLE PARTIES FOR THE PURCHASE OF REAL PROPERTIES KNOWN AS 309, 311, 313 AND 315 MALONE STREET, IN THE CITY OF MADERA AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND ACCEPT THE PROPERTY ON BEHALF OF THE CITY OF MADERA, AS SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

WHEREAS, various parties including Sam C. Malone and Ruth E. Malone; Anyce Ruth Hutchison, Cynthia K. Etharidge, Tommy D. Hutchison Jr., Demetria D. Etharidge, Aletha D. Etharidge, Christina L. Hutchison and Jared S. Hutchison, and Four Corners Outreach Ministries, a Non Profit Religious Organization, have offered for sale to the Successor Housing Agency to the Former Madera Redevelopment Agency (the "Agency"), four parcels of land (the "Properties") in the City of Madera; and

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

WHEREAS, the total purchase price of \$113,000.00 to be paid for the Properties under the terms of the Agreement does not exceed the fair market value of the Property; and

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

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

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

1. The above recitals are true and correct.

2. The Agreements for the Properties located at 309, 311, 313 and 315 Malone Street (APN Nos. (A.P.N. 008-052-035, 008-052-036, 008-052-037 and 008-052-038 respectively) are approved in the total amount of \$113,000.00.

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

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

5. This resolution is effective immediately upon adoption.

* * * * *

PASSED AND ADOPTED by the City Council of the City of Madera as Successor Agency to the former Madera Redevelopment Agency this 10th day of August, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Robert L. Poythress, Mayor

Claudia Mendoza, Agency Secretary

Approved as to Legal Form:

J. Brent Richardson, General Counsel

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS

Sam C. Malone and Ruth E. Malone; Anyce Ruth Hutchison, Cynthia K. Etharidge, Tommy D. Hutchison Jr., Demetria D. Etharidge, Aletha D. Etharidge, Christina L. Hutchison and Jared S. Hutchison, and Four Corners Outreach Ministries, a Non Profit Religious Organization, hereinafter collectively, 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 known as 309 Malone Street and described in Exhibit "A" attached hereto and incorporated herein by reference.

1. The purchase price for the Subject Property shall be the sum of Thirty-Eight Thousand dollars (\$38,000.00) 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 CLTA Owner's Policy of Title Insurance, and recording fees (if any), shall be paid by Agency. Agency will pay any cost to clear the title to the Subject Property prior to the recording of the grant deed conveying the property to the Buyer.
 - c. Buyer shall deposit the sums specified in Paragraph 1 of this Agreement together with all closing costs in connection with Buyer's new loan in escrow upon receipt of a demand and statement from Title Company therefor.
 - d. Seller shall deposit a duly executed grant deed sufficient to convey to Agency marketable fee simple title to the Subject Property free and clear of all recorded and unrecorded deeds of trusts, liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:
 - (1). Quasi-public utility, public alley, public street easements, and rights of way of record.
 - e. It is understood that Seller shall be responsible for the payment of all current, delinquent and unpaid taxes, penalties, redemptions, and costs allocable to the Subject Property for all periods prior to close of escrow. Any taxes which have been paid by Seller, prior to opening of this escrow, shall not be prorated between Buyer and Seller. There will be no reimbursement of any taxes to Seller.
 - f. Disbursements to be in the amounts, at the times, and in all respects in accordance with the terms and conditions and subject to the limitations of this Agreement.
 - g. Seller shall provide a duly executed grant deed and Agency shall submit to Title Company the amounts required to be paid by Agency, and Title Company shall record the grant deed in favor of the Agency within 30 days from the date of this Agreement. Should a party not be able to comply with the terms of this Agreement and escrow instructions and the property is not conveyed within said period of time, a fifteen day extension for compliance with the terms of escrow may be granted by the other party

hereto. Such extension in order to be effective must be in writing and filed with the Title Company before the expiration of the time of performance and terms of escrow required herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date: _____

APPROVED AS TO FORM:

J. Brent Richardson, General Counsel

Seller:

By: _____
Sam C. Malone

By: _____
Ruth E. Malone

By: _____
Anyce Ruth Hutchison

By: _____
Cynthia K. Etharidge

By: _____
Aletha D. Etharidge

By: _____
Christina L. Hutchison

By: _____

Jared S. Hutchison

FOUR CORNERS OUTREACH MINISTRIES

By: _____
Rev. Ralph Etharidge, CEO

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

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

ATTEST:

By: _____
Claudia Mendoza, Recording Secretary

By: _____
Robert L. Poythress, Mayor

ATTACH NOTARY ACKNOWLEDGMENTS

EXHIBIT "A"

Legal Description

APN 008-052-035-000

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

LOT 1 OF THE RESUBDIVISION OR LOT SPLIT OF LOT 21 OF THE "MADERA HOME TRACT", ACCORDING TO THE MAP RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MADERA, STATE OF CALIFORNIA, IN MAPS, VOLUME 25, AT PAGE 177, ON JULY 24, 1979.

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS

Sam C. Malone and Ruth B. Malone; Anyce Ruth Hutchison, Cynthia K. Etharidge, Tommy D. Hutchison Jr., Demetria D. Etharidge, Aletha D. Etharidge, Christina L. Hutchison and Jared S. Hutchison, and Four Corners Outreach Ministries, a non profit religious organization, hereinafter collectively, 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 known as 311 Malone Street and described in Exhibit "A" attached hereto and incorporated herein by reference.

1. The purchase price for the Subject Property shall be the sum of Twenty-Five Thousand dollars (\$25,000.00) 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 CLTA Owner's Policy of Title Insurance, and recording fees (if any), shall be paid by Agency. Agency will pay any cost to clear the title to the Subject Property prior to the recording of the grant deed conveying the property to the Buyer.
 - c. Buyer shall deposit the sums specified in Paragraph 1 of this Agreement together with all closing costs in connection with Buyer's new loan in escrow upon receipt of a demand and statement from Title Company therefor.
 - d. Seller shall deposit a duly executed grant deed sufficient to convey to Agency marketable fee simple title to the Subject Property free and clear of all recorded and unrecorded deeds of trusts, liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:
 - (1). Quasi-public utility, public alley, public street easements, and rights of way of record.
 - e. It is understood that Seller shall be responsible for the payment of all current, delinquent and unpaid taxes, penalties, redemptions, and costs allocable to the Subject Property for all periods prior to close of escrow. Any taxes which have been paid by Seller, prior to opening of this escrow, shall not be prorated between Buyer and Seller. There will be no reimbursement of any taxes to Seller.
 - f. Disbursements to be in the amounts, at the times, and in all respects in accordance with the terms and conditions and subject to the limitations of this Agreement.
 - g. Seller shall provide a duly executed grant deed and Agency shall submit to Title Company the amounts required to be paid by Agency, and Title Company shall record the grant deed in favor of the Agency within 30 days from the date of this Agreement. Should a party not be able to comply with the terms of this Agreement and escrow instructions and the property is not conveyed within said period of time, a fifteen day extension for compliance with the terms of escrow may be granted by the other party

hereto. Such extension in order to be effective must be in writing and filed with the Title Company before the expiration of the time of performance and terms of escrow required herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date: _____

APPROVED AS TO FORM:

J. Brent Richardson, General Counsel

Seller:

By: _____
Sam C. Malone

By: _____
Ruth E. Malone

By: _____
Anyce Ruth Hutchison

By: _____
Cynthia K. Etharidge

By: _____
Tommy D. Hutchison Jr.

By: _____
Demetria D. Etharidge

[signatures continued next page]

By: _____

Aletha D. Etharidge

By: _____
Christina L. Hutchison

By: _____
Jared S. Hutchison

FOUR CORNERS OUTREACH MINISTRIES

By: _____
Rev. Ralph Etharidge, CEO

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

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

ATTEST:

By: _____
Claudia Mendoza, Recording Secretary

By: _____
Robert L. Poythress, Mayor

ATTACH NOTARY ACKNOWLEDGMENTS

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 008-052-036-000

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

Parcel No. 2 of the Resubdivision or Lot split of Lot 21 of the "Madera Home Tract", in the City of Madera, County of Madera, State of California, according to the Parcel Map thereof filed for record July 24, 1979 in Book 24 of Parcel Maps, Page 177, Madera County Records.

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS

Sam C. Malone and Ruth B. Malone and their heirs; Anyce Ruth Hutchison, Cynthia K. Etharidge, Tommy D. Hutchison Jr., Demetria D. Etharidge, Aletha D. Etharidge, Christina L. Hutchison and Jared S. Hutchison, and Four Corners Outreach Ministries., a non profit religious organization, hereinafter collectively, 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 known as 313 Malone Street and described in Exhibit "A" attached hereto and incorporated herein by reference.

1. The purchase price for the Subject Property shall be the sum of Twenty-Five Thousand dollars (\$25,000.00) 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 CLTA Owner's Policy of Title Insurance, and recording fees (if any), shall be paid by Agency. Agency will pay any cost to clear the title to the Subject Property prior to the recording of the grant deed conveying the property to the Buyer.

c. Buyer shall deposit the sums specified in Paragraph 1 of this Agreement together with all closing costs in connection with Buyer's new loan in escrow upon receipt of a demand and statement from Title Company therefor.

d. Seller shall deposit a duly executed grant deed sufficient to convey to Agency marketable fee simple title to the Subject Property free and clear of all recorded and unrecorded deeds of trusts, liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

(1). Quasi-public utility, public alley, public street easements, and rights of way of record.

e. It is understood that Seller shall be responsible for the payment of all current, delinquent and unpaid taxes, penalties, redemptions, and costs allocable to the Subject Property for all periods prior to close of escrow. Any taxes which have been paid by Seller, prior to opening of this escrow, shall not be prorated between Buyer and Seller. There will be no reimbursement of any taxes to Seller.

f. Disbursements to be in the amounts, at the times, and in all respects in accordance with the terms and conditions and subject to the limitations of this Agreement.

g. Seller shall provide a duly executed grant deed and Agency shall submit to Title Company the amounts required to be paid by Agency, and Title Company shall record the grant deed in favor of the Agency within 30 days from the date of this Agreement. Should a party not be able to comply with the terms of this Agreement and escrow instructions and the property is not conveyed within said period of time, a fifteen day extension for compliance with the terms of escrow may be granted by the other party

hereto. Such extension in order to be effective must be in writing and filed with the Title Company before the expiration of the time of performance and terms of escrow required herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date: _____

APPROVED AS TO FORM:

J. Brent Richardson, General Counsel

Seller:

By: _____
Sam C. Malone

By: _____
Ruth E. Malone

By: _____
Anyce Ruth Hutchison

By: _____
Cynthia K. Etharidge

By: _____
Tommy D. Hutchison Jr.

By: _____
Demetria D. Etharidge

[signatures continued next page]

By: _____
Aletha D. Etharidge

By: _____
Christina L. Hutchison

By: _____
Jared S. Hutchison

FOUR CORNERS OUTREACH MINISTRIES

By: _____
Rev. Ralph Etharidge, CEO

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

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

ATTEST:

By: _____
Claudia Mendoza, Recording Secretary

By: _____
Robert L. Poythress, Mayor

ATTACH NOTARY ACKNOWLEDGMENTS

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 008-052-037-000

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

Parcel No. 3 of the Resubdivision or Lot split of Lot 21 of the "Madera Home Tract", in the City of Madera, County of Madera, State of California, according to the Parcel Map thereof filed for record July 24, 1979 in Book 24 of Parcel Maps, Page 177, Madera County Records.

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS

Tommy D. Hutchison Sr., Demetria P. Etharidge and Aletha P. Etharidge, Christina L. Hutchison and Jared S. Hutchison, as tenants in common, hereinafter collectively, 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 known as 315 Malone Street and described in Exhibit "A" attached hereto and incorporated herein by reference.

1. The purchase price for the Subject Property shall be the sum of Twenty-Five Thousand dollars (\$25,000.00) 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 CLTA Owner's Policy of Title Insurance, and recording fees (if any), shall be paid by Agency. Agency will pay any cost to clear the title to the Subject Property prior to the recording of the grant deed conveying the property to the Buyer.

c. Buyer shall deposit the sums specified in Paragraph 1 of this Agreement together with all closing costs in connection with Buyer's new loan in escrow upon receipt of a demand and statement from Title Company therefor.

d. Seller shall deposit a duly executed grant deed sufficient to convey to Agency marketable fee simple title to the Subject Property free and clear of all recorded and unrecorded deeds of trusts, liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

(1). Quasi-public utility, public alley, public street easements, and rights of way of record.

e. It is understood that Seller shall be responsible for the payment of all current, delinquent and unpaid taxes, penalties, redemptions, and costs allocable to the Subject Property for all periods prior to close of escrow. Any taxes which have been paid by Seller, prior to opening of this escrow, shall not be prorated between Buyer and Seller. There will be no reimbursement of any taxes to Seller.

f. Disbursements to be in the amounts, at the times, and in all respects in accordance with the terms and conditions and subject to the limitations of this Agreement.

g. Seller shall provide a duly executed grant deed and Agency shall submit to Title Company the amounts required to be paid by Agency, and Title Company shall record the grant deed in favor of the Agency within 30 days from the date of this Agreement. Should a party not be able to comply with the terms of this Agreement and escrow instructions and the property is not conveyed within said period of time, a fifteen day extension for compliance with the terms of escrow may be granted by the other party hereto. Such extension in order to be effective must be in writing and filed with the Title Company before

the expiration of the time of performance and terms of escrow required herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

13. It is understood and agreed that upon the execution of this Agreement, it shall become a

contract for the purchase and sale of real property binding upon Seller and Agency, their heirs, executors, administrators, successors in interest, and assigns.

Date:_____

APPROVED AS TO FORM:

J. Brent Richardson, General Counsel

Seller:

By: _____
Tommy D. Hutchison Jr.

By: _____
Demetria D. Etharidge

By: _____
Aletha D. Etharidge

By: _____
Christina L. Hutchison

By: _____
Jared S. Hutchison

[signatures continued next page]

This Agreement is executed by the Agency, by and through the Mayor of the City of Madera, as Successor

Housing Agency to the former Madera Redevelopment Agency pursuant to the authority granted by the Agency on _____, 2016.

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

ATTEST:

By: _____
Claudia Mendoza, Recording Secretary

By: _____
Robert L. Poythress, Mayor

ATTACH NOTARY ACKNOWLEDGMENTS

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 008-052-038-000

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

LOT PARCEL NUMBER 4 OF THE RESUBDIVISION OR LOT SPLIT OF LOT 21 OF THE "MADERA HOME TRACT", ACCORDING TO THE MAP RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MADERA, STATE OF CALIFORNIA, IN MAPS., VOLUME 25, AT PAGE 177, JULY 24, 1979.

PARKER IBRAHIM & BERG LLC

Writer's Direct Contact:
714.361.9608 (Tel.)
714.784.4190 (Fax)
Heather.Stern@piblaw.com

www.piblaw.com

July 21, 2016

RECEIVED
OFFICE OF THE CITY CLERK

JUL 25 2016

VIA EMAIL AND U.S. MAIL

Sonia Alvarez
City Clerk
City of Madera
205 West 4th Street
Madera, CA 93637

BY: 

Meeting Date: August 10, 2016
Agenda Item: 7A

Re: Request for agenda item concerning authorization to negotiate administrative penalties and liens

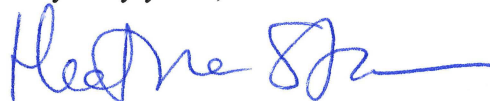
Dear Ms. Alvarez:

This office has been retained by JPMorgan Chase Bank, N.A. ("Chase") in connection with administrative penalties and liens imposed by the City of Madera with reference to the following properties: (1) 1100 Garfield Avenue, Madera, California 92627 (Case No. 2011-17491), (2) 1254 Majestic Ct, Madera, CA 93637 (Case No. 2013-0272), and (3) 2417 Sunnydale St., Madera, CA 93637 (Case No. 2013-00767). Chase is interested in discussing whether there may be a global resolution that Chase could enter into with the City to resolve the fines and liens with respect to these three properties.

To that end, we are writing to request that an item be added to the City Council agenda for the upcoming August 3, 2016 meeting. The item we would like to be added is a request for the City Council to appoint a committee to negotiate with Chase, on the City Council's behalf, with respect to the above-mentioned penalties and liens. We would also like to request if possible that this item be included in the Consent Calendar for the meeting.

We thank you and the City Council in advance for your consideration of this request.

Very truly yours,



Heather E. Stern

cc: J. Brent Richardson, Esq., City Attorney
(by Email and U.S. Mail)

Orange County Office

695 Town Center - 16th Floor - Costa Mesa, CA 92626 - 714.361.9550

BOSTON - CHICAGO - NEW JERSEY - NEW YORK - ORANGE COUNTY - PHILADELPHIA