

**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 8, 2015  
6:00 p.m.

City Hall  
Council Chambers

**1. CALL TO ORDER**

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

**ROLL CALL**

Present: Mayor/Commissioner Robert L. Poythress  
Mayor Pro-Tem/Commissioner William Oliver  
Council Member/Commissioner Sally J. Bompreszi  
Council Member/Chairperson Donald E. Holley  
Council Member/Commissioner Andrew J. Medellin  
Council Member/Vice-Chairperson Derek O. Robinson Sr.

Absent: Council Member/Commissioner Charles F. Rigby

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

City of Madera staff members present Finance Director Tim Przybyla, City Clerk Sonia Alvarez, Neighborhood Preservation Supervisor Viola Rodriguez, Neighborhood Preservation Specialist Andrew Martinez, and Neighborhood Preservation Specialist Steve Montes.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Council Member Bompreszi

**PUBLIC COMMENT – REGULAR SESSION**

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

*No comments were offered and Mayor Poythress closed the Public Comment portion of the meeting.*

**PRESENTATIONS:**

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

**2. WORKSHOP:**

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

**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 10, 2015  
(City/Successor Agency/Successor Housing Agency)**

- 3B. Listing of Warrants Issued from June 1, 2015 to June 30, 2015 (Successor Agency)**
- 3C. Monthly Financial Reports – Successor Agency (Successor Agency)**
- 3D. Monthly Financial Reports – Code Enforcement (City)**
- 3E. Code Enforcement Activity Report (City)**
- 3F. Code Enforcement Funds Collection Report for Period Ending June 30, 2015 (City)**
- 3G. Consideration of a Minute Order Approving Acceptance of the NSP3 Rehab Project at 27322 Perkins Avenue, Authorizing the Mayor to Execute the Notice of Completion, Authorizing Recording of the Notice of Completion (City)**

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

*On motion by Council Member Bompreszi, seconded by Council Member Holley the Consent Calendar was approved unanimously as presented by the following 6/0 vote: Ayes: Council Members Poythress, Oliver, Robinson, Bompreszi, Medellin and Holley; Noes: None; Abstain: None; Absent: Council Member Rigby; resulting in the unanimous approval of 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 10, 2015 and the Minute Order Approving Acceptance of the NSP3 Rehab Project at 27322 Perkins Avenue*

#### **4. PROJECTS AND REPORTS**

##### **4A. Update on Waste Tire Amnesty Day Events Held April 11, 2015 & June 13, 2015 (City)**

Neighborhood Preservation Specialist Martinez reported and presented images on the two recent waste tire events held on April 11, 2015 and June 13, 2015. These events are funded by a grant from CalRecycle, which allows Madera County residents an opportunity to clean their property and dispose of waste tires at no cost to them. The tires are then transported to a recycling facility center. These events are also supported by volunteers such as Citizens on Patrol, Madera County Probation Boot Camp, Public Works Streets staff and CISP participants. There was the equivalent of 5,000 tires collected in both events.

Executive Director Taubert stated that on the June event, some people had to leave early and both Andrew Martinez and Steve Montes stepped in and they stacked tires and as far as I am concerned that was above and beyond.

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

#### **5. AGREEMENTS**

##### **5A. Consideration of a Resolution Approving Termination of Easement with Ji-eun Hsu for Improvements at the Bethard Square Shopping Center and Authorizing the Mayor to Execute the Termination on behalf of the Agency (Successor Agency)**

Executive Director Taubert reported that back in 2007 we entered in to an agreement to provide matching funds to certain improvements at the Rite Aid at Bethard Square. Typically when we do projects such as this, they have a five (5) year maintenance period which is now satisfied. However, we have a maintenance easement that runs through 2020. There is a group out of Los Angeles that is looking to acquire this property. <sup>kind</sup> Their lenders are concerned about our RDA agreement. It is staff's opinion that Bethard Square has been an under-performing center for twenty (20) years and it is to the City's advantage to work with the new developers. It is his recommendation that you adopt resolution the terminating the easement.

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

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



- SA 15-07 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AS SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, APPROVING TERMINATION OF EASEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE TERMINATION ON BEHALF OF THE AGENCY

*On motion by Council Member Holley, seconded by Council Member Bompreszi, **Resolution Number SA 15-07** was approved unanimously as presented by the following 6/0 vote: Ayes: Council Members Poythress, Oliver, Robinson, Bompreszi, Medellin and Holley; Noes: None; Abstain: None; Absent: Council Member Rigby.*

## **6. HOUSING**

### **6A. Consideration of a Resolution Approving Agreement for Purchase and Sale of Real Property Located at 911 Clinton Street (Successor Housing Agency)**

Executive Director Taubert reported that 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. The dissolution of redevelopment did not eliminate this requirement. However, the Department of Finance has not authorized us to have any funding to do this. We are attempting to use land sale proceeds from the infill and sale of the Sugar Pine lots and Bravo loan repayment to fund the demolition of this site.

Council Member Medellin asked if the Department of Finance is okay with how we are going to pay for this? Executive Director Taubert responded that our Successor Housing Agency is not subject to Department of Finance's review.

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

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

- SHA 15-14 RESOLUTION OF THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, APPROVING AGREEMENT WITH ELAINE R. WALKER AS SURVIVING JOINT TENANT, FOR THE PURCHASE OF REAL PROPERTY KNOWN AS 911 CLINTON STREET, IN THE CITY OF MADERA AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ACCEPT THE PROPERTY ON BEHALF OF THE CITY OF MADERA, AS SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

*On motion by Council Member Bompreszi, seconded by Council Member Robinson, **Resolution Number SHA 15-14** was approved unanimously as presented by the following 6/0 vote: Ayes: Council Members Poythress, Oliver, Robinson, Bompreszi, Medellin and Holley; Noes: None; Abstain: None; Absent: Council Member Rigby.*

## **7. GENERAL**

### **7A. Public Hearing and Consideration of a Resolution of the City Council Confirming Special Assessments for Delinquent Administrative Fines (City)**

City Attorney Richardson stated that this is a noticed public hearing for one property that we are looking to get confirmed as a special assessment

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

Mayor Poythress opened the public hearing at 6:19 p.m.

There being no other speakers, the public hearing was closed at 6:20 p.m.

No other comments or questions were offered.

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

**CC 15-149 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA CONFIRMING SPECIAL ASSESSMENTS FOR DELINQUENT ADMINISTRATIVE FINES**

*On motion by Council Member Medellin, seconded by Council Member Oliver, **Resolution Number CC 15-149** was approved unanimously as presented by the following 6/0 vote: Ayes: Council Members Poythress, Oliver, Robinson, Bomprezzi, Medellin and Holley; Noes: None; Abstain: None; Absent: Council Member Rigby.*

**8. AGENCY MEMBER REPORTS**

Council Member Robinson had nothing to report.  
Council Member Bomprezzi had nothing to report.  
Council Member Holley had nothing to report.  
Council Member Medellin had nothing to report.  
Mayor Pro Tem Oliver had nothing to report.  
Mayor Poythress had nothing to report.

**9. CLOSED SESSION**

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

**9B. CONFERENCE WITH REAL PROPERTY NEGOTIATOR - Pursuant to California Government Code Section 54956.8**

One Property: 100 East 7<sup>th</sup> Street, Madera, California, APN: 007-184-023

Negotiating Parties:

Representing the Successor Housing Agency as the Seller: James E. Taubert

One (1) Potential Buyer: Ubaldo Garcia Hernandez, Madera Apiaries General Partner

Under Negotiations: Price and terms

*The City Council retired to Closed Session at 6:21 p.m. and reconvened the meeting at 6:32 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 54956.8, and noted that no reportable action was taken during Closed Session.*

**10. ADJOURNMENT**

*Mayor Poythress adjourned the Joint Special Meeting of the Madera City Council, Regular Meeting of the Madera City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Madera City Council as the Successor Housing Agency at 6:32 p.m.*

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Claudia Mendoza, Recording Secretary

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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 12, 2015

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

July 1, 2015 to July 31, 2015

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

General Warrants:	#10577 - #10595	\$602,576.51
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Respectfully submitted,



Gina Daniels  
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 12, 2015

CHECK	PAYDATE	ISSUED TO	DESCRIPTION	AMOUNT
010577	7/10/2015	BLAIR, CHURCH & FLYNN CONSULTING ENG.	CENTRAL MADERA RES PROJ 1/1/15-5/31/15	10,588.16
010578	7/10/2015	MADERA CLEANERS AND LAUNDRY INC.	SLATE MAT SVS	9.00
010579	7/10/2015	P G AND E	6/15 SVS 2000655655-7	1,593.12
010580	7/10/2015	RICOH USA, INC.	LEASE OF COPIER FOR JUL 2015	203.67
010581	7/10/2015	SANDY'S HOUSEKEEPING & JANITORIAL	CUSTODIAL SVS FOR JULY 2015	425.00
010582	7/10/2015	TERMINIX INTERNATIONAL	PEST CONTROL SVS 6/1/15	29.00
010583	7/16/2015	CITY OF MADERA	7/15 UTILITY SVS 5 E YOSEMITE	399.43
010584	7/16/2015	CITY OF MADERA	PARKING ASSMT & BUSINESS IMPRVMT DISTR	147.82
010585	7/16/2015	QUAD-KNOPF	ADELL STREET IMPROVEMENTS 5/24-6/30/15	2,834.20
010586	7/16/2015	RICOH USA, INC.	COPIER MAINTENANCE FEE FOR PERIOD 06/15	17.14
010587	7/16/2015	VERIZON WIRELESS	JUNE 2015 CELLPHONE USAGE	119.02
010588	7/23/2015	CALIFORNIA HOUSING FINANCE AGENCY	HELP #020405-04 #7 LOAN PMT	463,771.75
010589	7/23/2015	CHICAGO TITLE	ACQUISITION COSTS FOR 911 CLINTON	25,900.00
010590	7/23/2015	JOHNSON REAL ESTATE APPRAISAL	APPRAISAL 1630 N LAKE ST	750.00
010591	7/23/2015	TERMINIX INTERNATIONAL	PEST CONTROL SVS DATE 07/06/2015	29.00
010592	7/23/2015	NORTHSTAR ENGINEERING GROUP INC	SW INDUSTRIAL PLAN JUNE 2015	960.00
010593	7/23/2015	GREENSHINE NEW ENERGY INC	SOLAR STREET LIGHT	93,150.00
010594	7/23/2015	TAUBERT, JIM	EXPS REIMB EXEC DIRECTOR JAN-JUN 2015	387.50
010595	7/23/2015	WILSON, BOB	MILEAGE REIMBURSEMENT	1,262.70

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

**602,576.51**

# CITY OF MADERA REDEVELOPMENT AGENCY REPORT TO SUCCESSOR AGENCY BOARD

SUCCESSOR AGENCY MEETING OF AUGUST 12, 2015

SUCCESSOR AGENCY ITEM NUMBER 3C/3D

APPROVED BY

  
FINANCE DEPARTMENT

  
For SUCCESSOR AGENCY EXECUTIVE DIRECTOR

  
SUCCESSOR AGENCY MANAGER

**Subject:** Monthly Financial Reports

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

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

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

## CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

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



For All Revenue, Expense Accounts  
Zero Balance Accounts NOT Included

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

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
<b>Fund 40200: Low/Mod Hsg TI Housing Asset</b>						
<b>Account: Revenue</b>						
2001-8163	Interest Income - Loans	168.27-	168.27-	0.00	168.27	0.00
2001-8190	Rental Income	3,050.00-	3,050.00-	0.00	3,050.00	0.00
2001-8671	Sale of Real Estate	20,000.00-	20,000.00-	0.00	20,000.00	0.00
	NET Account: Revenue:	23,218.27-	23,218.27-	0.00	23,218.27	0.00
<b>Account: Expense</b>						
2001-1010	Salaries - Full-time	1,391.61	1,391.61	0.00	1,391.61-	0.00
2001-1020	Salaries - Part-time	29.22	29.22	0.00	29.22-	0.00
2001-1040	Salaries - Leave Payout	2,526.03-	2,526.03-	0.00	2,526.03	0.00
2001-2000	Public Employees Retirement System	293.22	293.22	0.00	293.22-	0.00
2001-2002	Long Term Disability Insurance	3.07	3.07	0.00	3.07-	0.00
2001-2003	Life Insurance Premiums	0.73	0.73	0.00	0.73-	0.00
2001-2004	Worker's Compensation Insurance	129.05	129.05	0.00	129.05-	0.00
2001-2005	Medicare Tax - Employer's Share	3.29	3.29	0.00	3.29-	0.00
2001-2007	Deferred Compensation - Part-time	1.10	1.10	0.00	1.10-	0.00
2001-2008	Deferred Compensation - Full-time	266.74	266.74	0.00	266.74-	0.00
2001-2009	Unemployment Insurance Premiums	0.73	0.73	0.00	0.73-	0.00
2001-2010	Section 125 Benefit Allow.	116.35	116.35	0.00	116.35-	0.00
2001-3001	Gas and Electric Utilities	331.90	331.90	0.00	331.90-	0.00
2001-3040	Contracted Services	750.00	750.00	0.00	750.00-	0.00
2002-3069	Disposal Costs	592.50	592.50	0.00	592.50-	0.00
2002-3802	Acquisition / Demolition	36,488.16	36,488.16	0.00	36,488.16-	0.00
	NET Account: Expense:	37,871.64	37,871.64	0.00	37,871.64-	0.00
	TOTAL Fund 40200: Low/Mod Hsg TI Housing Asset:	14,653.37	14,653.37	0.00	14,653.37-	0.00

For All Revenue, Expense Accounts  
Zero Balance Accounts NOT Included

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

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
<b>Fund 40300: Non Housing Tax Incr - RPTTF</b>						
<b>Account: Revenue</b>						
3001-8000	Current Secured Property Tax	1,893,696.00-	1,893,696.00-	0.00	1,893,696.00	0.00
	NET Account: Revenue:	1,893,696.00-	1,893,696.00-	0.00	1,893,696.00	0.00
	TOTAL Fund 40300: Non Housing Tax Incr - RPTTF:	1,893,696.00-	1,893,696.00-	0.00	1,893,696.00	0.00

For All Revenue, Expense Accounts  
Zero Balance Accounts NOT Included

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

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
<b>Fund 57500: Administrative Allowance Fund</b>						
<b>Account: Expense</b>						
3501-1010	Salaries - Full-time	10,517.00	10,517.00	0.00	10,517.00-	0.00
3501-1020	Salaries - Part-Time	524.31	524.31	0.00	524.31-	0.00
3501-1040	Salaries - Leave Payout	5,052.06	5,052.06	0.00	5,052.06-	0.00
3501-2000	Public Employees Retirement System	2,228.52	2,228.52	0.00	2,228.52-	0.00
3501-2002	Long Term Disability Insurance	16.62	16.62	0.00	16.62-	0.00
3501-2003	Life Insurance Premiums	3.94	3.94	0.00	3.94-	0.00
3501-2004	Worker's Compensation Insurance	953.55	953.55	0.00	953.55-	0.00
3501-2005	Medicare Tax - Employer's Share	337.80	337.80	0.00	337.80-	0.00
3501-2007	Deferred Compensation - Part-Time	19.65	19.65	0.00	19.65-	0.00
3501-2008	Deferred Compensation - Full-time	1,517.38	1,517.38	0.00	1,517.38-	0.00
3501-2009	Unemployment Insurance Premiums	18.26	18.26	0.00	18.26-	0.00
3501-2010	Section 125 Benefit Allow.	629.15	629.15	0.00	629.15-	0.00
3501-3001	Gas and Electric Utilities	1,569.98	1,569.98	0.00	1,569.98-	0.00
3501-3003	Cellular Phone and Pager Charges	119.02	119.02	0.00	119.02-	0.00
3501-3040	Contracted Services	654.81	654.81	0.00	654.81-	0.00
3501-3115	Taxes and Assessments	113.69	113.69	0.00	113.69-	0.00
3501-3130	Building Supplies, Keys and Repairs	58.00	58.00	0.00	58.00-	0.00
	NET Account: Expense:	24,333.74	24,333.74	0.00	24,333.74-	0.00
	TOTAL Fund 57500: Administrative Allowance Fund:	24,333.74	24,333.74	0.00	24,333.74-	0.00



For All Revenue, Expense Accounts  
Zero Balance Accounts NOT Included

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

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
<b>Fund 60500: Non Housing Bond Proceeds</b>						
<b>Account: Revenue</b>						
5001-8201	Services for Other Agencies	100.00-	100.00-	0.00	100.00	0.00
	NET Account: Revenue:	100.00-	100.00-	0.00	100.00	0.00
<b>Account: Expense</b>						
5001-1010	Salaries - Full-time	1,391.61	1,391.61	0.00	1,391.61-	0.00
5001-1020	Salaries - Part-time	29.22	29.22	0.00	29.22-	0.00
5001-1040	Salaries - Leave Payout	2,526.03-	2,526.03-	0.00	2,526.03	0.00
5001-2000	Public Employees Retirement System	293.22	293.22	0.00	293.22-	0.00
5001-2002	Long Term Disability Insurance	3.07	3.07	0.00	3.07-	0.00
5001-2003	Life Insurance Premiums	0.73	0.73	0.00	0.73-	0.00
5001-2004	Worker's Compensation Insurance	129.05	129.05	0.00	129.05-	0.00
5001-2005	Medicare Tax - Employer's Share	3.29	3.29	0.00	3.29-	0.00
5001-2007	Deferred Compensation - Part-time	1.10	1.10	0.00	1.10-	0.00
5001-2008	Deferred Compensation - Full-time	266.74	266.74	0.00	266.74-	0.00
5001-2009	Unemployment Insurance Premiums	0.73	0.73	0.00	0.73-	0.00
5001-2010	Section 125 Benefit Allow.	116.35	116.35	0.00	116.35-	0.00
5001-3001	Gas and Electric Utilities	90.67	90.67	0.00	90.67-	0.00
5001-3115	Taxes and Assessments	34.13	34.13	0.00	34.13-	0.00
5002-3814	Adell Improvement Project	2,834.20	2,834.20	0.00	2,834.20-	0.00
	NET Account: Expense:	2,668.08	2,668.08	0.00	2,668.08-	0.00
	TOTAL Fund 60500: Non Housing Bond Proceeds:	2,568.08	2,568.08	0.00	2,568.08-	0.00

For All Revenue, Expense Accounts  
Zero Balance Accounts NOT Included

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

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
<b>Fund 80400: Debt Service Fund</b>						
<b>Account: Revenue</b>						
4001-8162	Interest Income	3,439.45	3,439.45	0.00	3,439.45-	0.00
	NET Account: Revenue:	3,439.45	3,439.45	0.00	3,439.45-	0.00
	TOTAL Fund 80400: Debt Service Fund:	3,439.45	3,439.45	0.00	3,439.45-	0.00
	REPORT TOTALS:	1,848,701.36-	1,848,701.36-	0.00	1,848,701.36	0.00

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

For All Asset, Liability, Revenue, Expense Accounts  
Zero Balance Accounts NOT Included

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

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
<b>Dept 414: Community Development - Code Enforcement</b>						
<b>Account: Revenue</b>						
2380-8076	Abandoned Property Registration fees	275.00-	275.00-	10,000.00-	9,725.00-	2.75
2380-8203	Background Check Service Fee	25.00-	25.00-	300.00-	275.00-	8.33
2380-8227	Vacant Building Ordinance	450.00-	450.00-	4,500.00-	4,050.00-	10.00
2380-8228	Graffiti Ordinance	151.76-	151.76-	0.00	151.76	0.00
2380-8551	Fines and Penalties for Violations	20,353.00-	20,353.00-	425,000.00-	404,647.00-	4.79
2380-8554	Vehicle Abatement Fee	0.00	0.00	48,000.00-	48,000.00-	0.00
2380-8556	Foreclosure Revenues	5,952.67-	5,952.67-	45,000.00-	39,047.33-	13.23
2380-8657	Miscellaneous Revenue	217.92-	217.92-	0.00	217.92	0.00
2380-8659	Refunds and Reimbursements	245.00-	245.00-	0.00	245.00	0.00
2380-8682	Collection Recovery-Code Enf.	0.00	0.00	30,000.00-	30,000.00-	0.00
2380-8684	Cost Recovery for Weed Abatement	285.33-	285.33-	65,000.00-	64,714.67-	0.44
2381-8334	Interfund Charges - CDBG	0.00	0.00	400,000.00-	400,000.00-	0.00
NET Account: Revenue:		27,955.68-	27,955.68-	1,027,800.00-	999,844.32-	2.72
<b>Account: Expense</b>						
2425-1010	Salaries / Full-time	28,506.01	28,506.01	528,790.00	500,283.99	5.39
2425-1020	Salaries / Part-time	6,139.42	6,139.42	119,547.00	113,407.58	5.14
2425-1040	Salaries - Leave Payout	10,253.53	10,253.53	9,241.00	1,012.53-	110.96
2425-1050	Salaries / Uniform Pay	750.00	750.00	1,000.00	250.00	75.00
2425-2000	Public Employees Retirement System	6,744.41	6,744.41	123,696.00	116,951.59	5.45
2425-2002	Long Term Disability Insurance	107.26	107.26	1,786.00	1,678.74	6.01
2425-2003	Life Insurance Premiums	37.38	37.38	593.00	555.62	6.30
2425-2004	Worker's Compensation Insurance	2,541.71	2,541.71	56,242.00	53,700.29	4.52
2425-2005	Medicare Tax - Employer's Share	542.57	542.57	9,959.00	9,416.43	5.45
2425-2007	Deferred Compensation / Part-time	202.73	202.73	2,486.00	2,283.27	8.15
2425-2008	Deferred Compensation / Full-time	3,104.62	3,104.62	33,573.00	30,468.38	9.25
2425-2009	Unemployment Insurance	34.44	34.44	4,188.00	4,153.56	0.82
2425-2010	Section 125 Benefit Allow.	9,420.32	9,420.32	172,297.00	162,876.68	5.47
2425-3001	Gas and Electric Utilities	0.00	0.00	11,000.00	11,000.00	0.00
2425-3002	Telephone and Fax Charges	0.00	0.00	7,000.00	7,000.00	0.00
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	8,000.00	8,000.00	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	152.17	152.17	18,000.00	17,847.83	0.85
2425-3037	Weed Abatement Expense	721.00	721.00	65,000.00	64,279.00	1.11
2425-3040	Contracted Services	38.00-	38.00-	104,000.00	104,038.00	0.04-
2425-3050	Bad Debt Expense	0.00	0.00	3,000.00	3,000.00	0.00
2425-3120	Other Supplies	0.00	0.00	23,500.00	23,500.00	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	19,494.00	19,494.00	0.00
2425-4007	Interfund Charges - Vehicle Replacem	0.00	0.00	13,567.00	13,567.00	0.00
2425-4018	Interfund Charges-Computer Maint.	0.00	0.00	56,447.00	56,447.00	0.00
2425-4020	Interfund Charges - Computer Replace	0.00	0.00	14,616.00	14,616.00	0.00
2425-6002	Lease Payment	0.00	0.00	7,730.00	7,730.00	0.00
NET Account: Expense:		69,219.57	69,219.57	1,441,477.00	1,372,257.43	4.80
TOTAL Dept 414: Community Development - Code Enforcement:		41,263.89	41,263.89	413,677.00	372,413.11	9.97



For All Asset, Liability, Revenue, Expense Accounts  
Zero Balance Accounts NOT Included

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

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
<b>Dept 432: LEA Tire Grant</b>						
<b>Account: Revenue</b>						
2427-8428	Current Year Allocation-LEA Grant	5,896.82-	5,896.82-	18,338.00-	12,441.18-	32.16
	NET Account: Revenue:	5,896.82-	5,896.82-	18,338.00-	12,441.18-	32.16
<b>Account: Expense</b>						
2427-1010	Salaries / Full-time	0.00	0.00	6,335.00	6,335.00	0.00
2427-2000	Public Employees Retirement System	0.00	0.00	1,621.00	1,621.00	0.00
2427-2002	Long Term Disability Insurance	0.00	0.00	23.00	23.00	0.00
2427-2004	Worker's Compensation Insurance	0.00	0.00	553.00	553.00	0.00
2427-2005	Medicare Tax-Employer's Share	0.00	0.00	96.00	96.00	0.00
2427-2008	Deferred Compensation/Full-time	0.00	0.00	266.00	266.00	0.00
2427-2009	Unemployment Insurance	0.00	0.00	247.00	247.00	0.00
2427-2010	Section 125 Benefit Allow.	0.00	0.00	2,221.00	2,221.00	0.00
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:	0.00	0.00	18,523.00	18,523.00	0.00
	TOTAL Dept 432: LEA Tire Grant:	5,896.82-	5,896.82-	185.00	6,081.82	3,187.47-

For All Asset, Liability, Revenue, Expense Accounts  
Zero Balance Accounts NOT Included

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

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
<b>Dept 436: Tire Amnesty Grant</b>						
<b>Account: Revenue</b>						
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
<b>Account: Expense</b>						
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	1,351.00	1,351.00	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	461.00	461.00	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	206.00	206.00	0.00
2428-2010	Section 125 Benefit Allow.	0.00	0.00	1,851.00	1,851.00	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	39,998.00	39,998.00	0.00
	TOTAL Dept 436: Tire Amnesty Grant:	0.00	0.00	349.00	349.00	0.00
	REPORT TOTALS:	35,367.07	35,367.07	414,211.00	378,843.93	8.54

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

## REPORT TO THE CITY COUNCIL

MEETING OF: August 12, 2015

AGENDA ITEM NUMBER: 3E

APPROVED BY:



for Executive Director



Neighborhood Preservation Supervisor

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

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

### HISTORY/BACKGROUND

The report is summarized as follows:

- Foreclosures continue to dominate our current activity level. We currently have 117 registered foreclosures and we are monitoring 212 properties that are in default. Notices of Violations have been recorded on 346 properties.
- We are monitoring 40 Abandoned Buildings. To date, 14 are registered and Notices of Violations have been recorded on 49 properties.
- Graffiti has been inconsistent but is still slightly worse than 2010. Citizens continue to participate in abatement activities by removing graffiti or reporting it via the Anti-Graffiti Hotline. It is important to note that the biggest impact on graffiti reduction can be attributed to the efforts of the Madera Police officers assigned to the graffiti enforcement.

### **RECOMMENDATION**

No action is required.

JET/cm

Attachment:

-Activity Report



## REPORT FOR JULY 1 – JULY 31, 2015

### Code Enforcement Activities

	Activity	Total for Month	Year to Date (From 7/1/2015)
1.	Files Opened	180	180
2.	Files Closed	152	152
3.	Remaining Active Files	969	N/A
4.	Citations Issued	48	48
*5.	Abandoned Vehicles Tagged	67	67
*6.	Abandoned Vehicles Towed	0	0
*7.	Abandoned Vehicles Removed	50	50
**8.	Foreclosed Properties Sold	5	5

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

\*\* Aside from the ( 5 ) Foreclosure Properties Sold, there were ( 2 ) additional Foreclosure cases closed due to cancellation of foreclosure sales in this month.

### Anti-Graffiti Activities

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

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

	Activity	Total for Month	Year to Date (From 7/1/2015)
1.	Incidences Removed by Empowered Citizens/Property Owners	40	40
2.	Total Number of Empowered Citizens	0	1,830
3.	Public Presentations	5	5
4.	School Presentation (in partnership with MPD and Graffiti Abatement Team)	0	0
5.	Arrests by Madera Police Department	0	0

### Accounts Receivables Activities

	Activity	Total for Month	Year to Date (From 7/1/2015)
1.	Fines/Citations, Penalties, and Enforcement Fees <i>Levied</i> For Fiscal Year	\$34,000.00	\$34,000.00
2.	Fines/Citations, Penalties, and Enforcement Fees <i>Collected</i> For Fiscal Year	\$20,353.00	\$20,353.00
3.	Registration Fees for Vacant/Abandoned Buildings and Foreclosed Properties <i>Collected</i> For Fiscal Year	\$500.00	\$500.00
4.	Removed for Collections - Fines, Penalties, Citations and Towing Fees sent to Financial Credit Network For Fiscal Year	\$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 Ytd.
1.	Small Claims / Intercept Candidates	0	0	\$0.00	\$0.00
2.	Lien Confirmations	1	1	\$14,712.01	\$14,712.01
3.	Liens turned over to Assessor	0	0	\$0.00	\$0.00

**Files currently being reviewed for appropriate action – 47**

# REPORT TO THE CITY COUNCIL

MEETING OF: August 12, 2015

AGENDA ITEM NUMBER: 3F

APPROVED BY:

  
Executive Director

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

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

## HISTORY/BACKGROUND

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

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

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

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

## RECOMMENDATION

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

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

**BOARD MEETING OF:** August 12, 2015

**AGENDA ITEM NUMBER:** 3G

**APPROVED BY:**

  
Executive Director

**Subject:** Consideration of a Resolution Approving a Lease Agreement with Alejandro Lopez for Agency-Owned Property Located at 303 East Central Avenue

**Summary:** The Successor Housing Agency Board will consider a resolution approving a Lease agreement with Alejandro Lopez for property at 303 East Central Avenue. The monthly rent will be \$1,050.00.

### **HISTORY/BACKGROUND**

By previous action, the Agency accepted a Deed in Lieu of Foreclosure from David Kyriss, the previous property owner. The current lease expired on August 7, 2015. The proposed lease is for a term of one (1) year and is with the existing tenants.

### **RECOMMENDATION**

Staff recommends the Successor Housing Agency adopt the resolution approving the lease agreement with Alejandro Lopez for property located at 303 East Central Avenue.

Attachment:

- Resolution (Agency)
- Copy of Lease Agreement

RESOLUTION NO. SHA 15-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AS THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, APPROVING LEASE AGREEMENT WITH ALEJANDRO LOPEZ FOR PROPERTY LOCATED AT 303 EAST CENTRAL AVENUE AND AUTHORIZING THE CHAIRPERSON TO EXECUTE THE LEASE AGREEMENTS

WHEREAS on July 11, 2012, The Successor Housing Agency accepted a Deed in Lieu of Foreclosure for the property located at 303 East Central Avenue;

WHEREAS, the previous property owner, David Kyriss, was leasing the property to the current tenant(s), Alejandro Lopez; and

WHEREAS, the Successor Housing Agency wishes to continue to lease the property located at 303 East Central Avenue to the existing tenant(s);

WHEREAS, the Successor Housing Agency has prepared a new lease which is on file in the office of the Executive Director for further particulars.

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

1. The recitals listed above are true and correct.
2. The Lease Agreement with Alejandro Lopez which is on file in the office of the Executive Director is hereby approved.
3. The Mayor is authorized to execute the Lease Agreement on behalf of the Successor Housing Agency of the Former Madera Redevelopment Agency.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*



## **Lease Agreement**

This Residential Lease Agreement (hereinafter "Lease") is entered into this the 12<sup>th</sup> day of August, 2015, by and between the Lessor: City of Madera as Successor Housing Agency to the Former Madera Redevelopment Agency, (hereinafter referred to as "Landlord"), and the Lessee(s): Alejandro Lopez (hereinafter referred to as "Tenant").

For the valuable consideration described below, the sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant, contract and agree as follows:

### **1. Grant of Lease**

Landlord does hereby lease unto Tenant, and Tenant does hereby rent from Landlord, solely for use as a personal residence, excluding all other uses, the personal residence located in Madera County, California, with address of 303 E. Central Avenue, Madera, CA 93638.

### **2. Term of Lease**

This Lease shall commence on the 13<sup>th</sup> day of August, 2015, and extend until its expiration on the 14<sup>th</sup> day of August, 2016, unless renewed or extended pursuant to the terms herein.

### **3. Security Deposit**

Upon execution of this Lease, Tenant shall deposit the sum of \$0.00 to be held by Landlord as a security deposit for reasonable cleaning of, and repair of damages to, the premises upon the expiration or termination of this Lease, or other reasonable damages resulting from a default by Tenant, including non-payment of rent. Tenant shall be liable to Landlord for all damages to the leased premises upon the termination of this Lease, ordinary wear and tear excepted. Tenant may not apply the security deposit to any rent due under this Lease. If Landlord sells or assigns the leased premises, Landlord shall have the right to transfer Tenant's security deposit to the new owner or assignee to hold under this Lease, and upon so doing Landlord shall be released from all liability to Tenant for return of said security deposit.

### **In compliance with California Code § 1950.5**

Within three weeks after the tenant has vacated the premises, the landlord shall furnish the tenant, by personal delivery or by first-class mail, postage prepaid, a copy of an itemized statement indicating the basis for, and the amount of, any security received and the disposition of the security and shall return any remaining portion of the security to the tenant.

The landlord is not obligated to return a tenant's security deposit or give the tenant a written description of damages and charges until the tenant gives the landlord a written statement of the tenant's forwarding address for the purpose of refunding the security deposit. Tenant agrees that if such address is not produced within 14 days from the date of termination of the Lease, that Tenant forfeits the security deposit.

### **4. Rent Payments**

Tenant agrees to pay rent unto the Landlord during the term of this Lease in equal monthly installments of \$1,050.00, said installment for each month being due and payable on or before the 1st day of the month.

Tenant agrees that if rent is not paid in full on or before the 10th day of the month, Tenant will pay a late charge of \$105 as allowed by applicable California law.



Tenant agrees that rent shall be paid in lawful money of the United States by (indicate those that apply):

☐ Cash, ☒ Personal Check, ☒ Money Order, ☒ Cashier's Check, ☐ Other

Rent payments shall be made payable to:

**Successor Housing Agency**

And mailed or delivered to the following address:

**428 E. Yosemite Ave.**

**Madera, CA 93638**

All notices from Tenant to Landlord under this Lease and applicable California law shall be delivered to the above address.

Tenant agrees that rent monies will not be considered paid until Landlord or Landlord's agent receives the rent monies, either by mail or by delivery to the above address. Tenant placing rent monies in the mail is not sufficient for rent to be considered paid, and rent will be considered unpaid until actual receipt thereof.

If there are multiple Tenants signed to this Lease, all such Tenants are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease. A judgment entered against one Tenant shall be no bar to an action against other Tenants.

### **5. Consequences of Breach by Tenant**

If Tenant, by any act or omission, or by the act or omission of any of Tenant's family or invitees, licensees, and/or guests, violates any of the terms or conditions of this Lease or any other documents made a part hereof by reference or attachment, Tenant shall be considered in breach of this Lease (breach by one tenant shall be considered breach by all tenants where Tenant is more than one person).

In case of such breach, Landlord may deliver a written notice to the Tenant in breach specifying the acts and omissions constituting the breach and that the Lease Agreement will terminate upon a date not less than thirty (30) days after receipt of the notice if the breach is not remedied within a reasonable time not in excess of thirty (30) days; and the Lease Agreement shall terminate and the Tenant shall surrender possession as provided in the notice subject to the following:

**(a)** If the breach is remediable by repairs, the payment of damages, or otherwise, and the Tenant adequately remedies the breach prior to the date specified in the notice, the Lease Agreement shall not terminate;

**(b)** In the absence of a showing of due care by the Tenant, if substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six (6) months, the Landlord party may terminate the Lease Agreement upon at least fourteen (14) days written notice specifying the breach and the date of termination of the Lease Agreement;

If the Lease Agreement is terminated, Landlord shall return all prepaid and unearned rent, and any amount of the security deposit recoverable by the Tenant.

However, if the breach by the Tenant is nonpayment of rent, the Landlord shall not be required to deliver thirty (30) days' written notice as provided above. In such event, the Landlord may serve Tenant with a three (3) day written notice of termination, whereupon the Tenant must pay the unpaid rent in full or surrender possession of the premises by the expiration of the three (3) day notice period.

Tenant expressly agrees and understands that upon Landlord's termination of this Lease, the entire remaining balance of unpaid rent for the remaining term of this Lease shall ACCELERATE, whereby the entire sum shall become immediately due, payable, and collectable. Landlord may hold the portion of Tenant's security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated rent.

## **6. Delivery of Notices**

Any giving of notice under this Lease or applicable California law shall be made by Tenant in writing and delivered to the address noted above for the payment of rent, either by hand delivery or by mail. Certified or registered mail is recommended. Delivery by mail shall not be considered complete until actual receipt by Landlord or Landlord's agent.

Any notices from Landlord to Tenant shall be in writing and shall be deemed sufficiently served upon Tenant if when deposited in the mail addressed to the leased premises, or addressed to Tenant's last known post office address, or hand delivered, or placed in Tenant's mailbox. If Tenant is more than one person, then notice to one shall be sufficient as notice to all.

## **7. Utilities**

Tenant will provide and pay for the following utilities:

☒ Electric, ☒ Gas, ☒ Telephone, ☒ Cable Television, ☐ Water, ☐ Garbage pick-up.

Landlord will provide and pay for the following utilities:

☐ Electric, ☐ Gas, ☐ Telephone, ☐ Cable Television, ☒ Water, ☒ Garbage pick-up.

Tenant shall be responsible for contacting and arranging for any utility service not provided by the Landlord, and for any utilities not listed above. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the leased premises back unto Landlord upon termination or expiration of this Lease.

## **8. Notice of Intent to Surrender**

Any other provision of this lease to the contrary notwithstanding, at least thirty (30) days prior to the normal expiration of the term of this Lease as noted under the heading TERM OF LEASE above, Tenant shall give written notice to Landlord of Tenant's intention to surrender the residence at the expiration of the Lease term. If said written notice is not timely given, the Tenant shall become a month-to-month tenant as defined by applicable California law, and all provisions of this Lease will remain in full force and effect, unless this Lease is extended or renewed for a specific term by written agreement of Landlord and Tenant.

If Tenant becomes a month-to-month tenant in the manner described above, Tenant must give a thirty (30) day written notice to the Landlord of Tenant's intention to surrender the residence. At any time during a month-to-month tenancy Landlord may terminate the month-to-month Lease by serving Tenant with a written notice of termination, or by any other means allowed by applicable California law. Upon termination, Tenant shall vacate the premises and deliver same unto Landlord on or before the expiration of the period of notice.

## **9. Obligations and Duties of Landlord**

### **Landlord shall:**

(a) Comply with the requirements of applicable building and housing codes materially affecting health and safety;

(b) Maintain the dwelling unit, its plumbing, heating and/or cooling system, in substantially the same condition as at the inception of the lease, reasonable wear and tear excluded, unless the dwelling unit, its plumbing, heating and/or cooling system is damaged or impaired as a result of the deliberate or negligent actions of the Tenant or those present with Tenant's knowledge or permission.

## **10. Obligations and Duties of Tenant**

### **Tenant shall:**

- (a) Keep that part of the premises that he occupies and uses as clean and as safe as the condition of the premises permits;
- (b) Dispose from his dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner in compliance with community standards;
- (c) Keep all plumbing fixtures in the dwelling unit used by the Tenant as clean as their condition permits;
- (d) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators, in the premises;
- (e) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any other person to do so;
- (f) Conduct himself or herself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of their premises;
- (g) Inform the Landlord of any condition of which he has actual knowledge which may cause damage to the premises;
- (h) To the extent of his legal obligation, maintain the dwelling unit in substantially the same condition, reasonable wear and tear excepted, and comply with the requirements of applicable building and housing codes materially affecting health and safety;
- (i) Not engage in any illegal activity upon the leased premises as documented by a law enforcement agency;

Tenant agrees that any violation of these provisions shall be considered a breach of this Lease.

## **11. No Assignment**

Tenant expressly agrees that the leased premises nor any portion thereof shall not be assigned or sub-let by Tenant without the prior written consent of Landlord.

## **12. Tenant Insurance**

Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for damages not proximately caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages proximately caused by any other source whatsoever, or by Acts of God, and Tenant is therefore strongly encouraged to independently purchase insurance to protect Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests and all personal property on the leased premises and/or in any common areas from any and all damages.

## **13. Condition of Leased Premises**

Tenant hereby acknowledges that Tenant has examined the leased premises prior to the signing of this Lease, or knowingly waived said examination. Tenant acknowledges that Tenant has not relied on any representations made by Landlord or Landlord's agents regarding the condition of the leased premises and that Tenant takes premises in its AS-IS condition with no express or implied warranties or representations beyond those contained herein or required by applicable California law. Tenant agrees not to damage the premises through any act or omission, and to be responsible

for any damages sustained through the acts or omissions of Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests. If such damages are incurred, Tenant is required to pay for any resulting repairs at the same time and in addition to the next month's rent payment, with consequences for non-payment identical to those for non-payment of rent described herein.

At the expiration or termination of the Lease, Tenant shall return the leased premises in as good condition as when taken by Tenant at the commencement of the lease, with only normal wear-and-tear excepted. Tenant shall have the right to remove from the premises Tenant's fixtures placed thereon by Tenant at his expense, provided, however, that Tenant in effecting removal, shall restore the leased premises to as good, safe, sound, orderly and slightly condition as before the addition of Tenant's fixture. Failing this, Tenant shall be obligated to pay for repairs as stated above.

#### **14. Alterations**

Tenant shall make no alterations, decorations, additions, or improvements to the leased premises without first obtaining the express written consent of Landlord. Any of the above-described work shall become part of the dwelling. If carried out by independent contractors, said contractors must be approved by Landlord. Tenant shall not contract for work to be done without first placing monies sufficient to satisfy the contract price in an escrow account approved by Landlord. All work shall be done at such times and in such manner as Landlord may designate. If a construction or mechanic's lien is placed on the leased premises as a result of the work, such shall be satisfied by Tenant within ten (10) days thereafter at Tenant's sole expense. Tenant shall be considered in breach of this Lease upon failure to satisfy said lien.

#### **15. No Illegal Use**

Tenant shall not perpetrate, allow or suffer any acts or omissions contrary to law or ordinance to be carried on upon the leased premises or in any common area. Upon obtaining actual knowledge of any illegal acts or omissions upon the leased premises, Tenant agrees to immediately inform Landlord and the appropriate authorities. Tenant shall bear responsibility for any and all illegal acts or omissions upon the leased premises and shall be considered in breach of this Lease upon conviction of Tenant or any of Tenant's family or invitees, licensees, and/or guests for any illegal act or omission upon the leased premises whether known or unknown to Tenant.

#### **16. Notice of Injuries**

In the event of any significant injury or damage to Tenant, Tenant's family, or Tenant's invitees, licensees, and/or guests, or any personal property, suffered in the leased premises or in any common area, written notice of same shall be provided by Tenant to Landlord at the address designated for delivery of notices (identical to address for payment of rent) as soon as possible but not later than five (5) days of said injury or damage. Failure to provide such notice shall constitute a breach of this Lease.

#### **17. Landlord's Right to Mortgage**

Tenant agrees to accept the premises subject to and subordinate to any existing or future mortgage or other lien, and Landlord reserves the right to subject premises to same. Tenant agrees to and hereby irrevocably grants Landlord power of attorney for Tenant for the sole purpose of executing and delivering in the name of the Tenant any document(s) related to the Landlord's right to subject the premises to a mortgage or other lien.

#### **18. Delay in Repairs**



Tenant agrees that if any repairs to be made by Landlord are delayed by reasons beyond Landlord's control, there shall be no effect on the obligations of Tenant under this Lease.

#### **19. Abandonment**

Abandonment shall be defined as the absence of the Tenant from the leased premises for a period of seven (7) or more consecutive days while rent or any owing monies remain unpaid- whereupon Tenant will be considered in breach of this Lease. This definition is subordinate to, and shall not in any way impair, the rights and remedies of Landlord under this Lease or applicable California law, except that in case of abandonment, Landlord or Landlord's agents may immediately or any time thereafter enter and re-take the leased premises as provided by applicable California law, and terminate this Lease without notice to Tenant.

#### **20. Modification of this Lease**

Any modification of this lease shall not be binding upon Landlord unless in writing and signed by Landlord or Landlord's authorized agent. No oral representation shall be effective to modify this Lease. If, as per the terms of this paragraph, any provision of this lease is newly added, modified, or stricken out, the remainder of this Lease shall remain in full force and effect.

#### **21. Remedies not Exclusive**

The remedies and rights contained in and conveyed by this Lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed by applicable California law.

#### **22. Severability**

If any provision herein, or any portion thereof, is rendered invalid by operation of law, judgment, or court order, the remaining provisions and/or portions of provisions shall remain valid and enforceable and shall be construed to so remain.

#### **23. No Waiver**

The failure of Landlord to insist upon the strict performance of the terms, covenants, and agreements herein shall not be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, or condition, but the same shall continue in full force and effect. No act or omission of Landlord shall be considered a waiver of any of the terms or conditions of this Lease, nor excuse any conduct contrary to the terms and conditions of this Lease, nor be considered to create a pattern of conduct between the Landlord and Tenant upon which Tenant may rely upon if contrary to the terms and conditions of this Lease.

#### **24. Attorney Fees**

In the event that Landlord employs an attorney to collect any rents or other charges due hereunder by Tenant or to enforce any of Tenant's covenants herein or to protect the interest of the Landlord hereunder, Tenant agrees to pay a reasonable attorney's fee and all expenses and costs incurred thereby, to the greatest extent allowed by applicable law.

#### **25. Heirs and Assigns**

It is agreed and understood that all covenants of this lease shall succeed to and be binding upon the respective heirs, executors, administrators, successors and, except as provided herein, assigns of the parties hereto, but nothing contained herein shall be construed so as to allow the Tenant to transfer or assign this lease in violation of any term hereof.



## **26. Destruction of Premises**

In the event the leased premises shall be destroyed or rendered totally untenable by fire, windstorm, or any other cause beyond the control of Landlord, then this Lease shall cease and terminate as of the date of such destruction, and the rent shall then be accounted for between Landlord and Tenant up to the time of such damage or destruction of said premises is the same as being prorated as of that date. In the event the leased premises are damaged by fire, windstorm or other cause beyond the control of Landlord so as to render the same partially untenable, but repairable within a reasonable time, then this lease shall remain in force and effect and the Landlord shall, within said reasonable time, restore said premises to substantially the condition the same were in prior to said damage, and there shall be an abatement in rent in proportion to the relationship the damaged portion of the leased premises bears to the whole of said premises.

## **27. Landlord Entry**

In addition to the rights provided by applicable California law, Landlord shall have the right to enter the leased premises at all reasonable times for the purpose of inspecting the same and/or showing the same to prospective tenants or purchasers, and to make such reasonable repairs and alterations as may be deemed necessary by Landlord for the preservation of the leased premises or the building and to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease. Landlord shall give reasonable notice of intent to enter premises except in the case of an emergency.

## **28. Governing Law**

This Lease is governed by the statutory and case law of the State of California.

### **Signatures:**

#### **LANDLORD**

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

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

Date: \_\_\_\_\_

#### **TENANT**

By: \_\_\_\_\_  
Alejandro Lopez

Date: \_\_\_\_\_

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

**BOARD MEETING OF:** August 12, 2015

**AGENDA ITEM NUMBER:** 3H

**APPROVED BY:**

  
Executive Director

**Subject:** Consideration of a Resolution Approving a Lease Agreement with Jorge Garcia and Juana Pacheco for Agency-Owned Property Located at 1220 Nebraska Avenue

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**Summary:** The Successor Housing Agency Board will consider a resolution approving a Lease agreement with Jorge Garcia and Juana Pacheco for property at 1220 Nebraska Avenue. The monthly rent will be \$1,000.00.

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### **HISTORY/BACKGROUND**

By previous action, the Agency accepted a Deed in Lieu of Foreclosure from David Kyriss, the previous property owner. The current lease expired on August 7, 2015. The proposed lease is for a term of one (1) year and is with the existing tenants.

### **RECOMMENDATION**

Staff recommends the Successor Housing Agency adopt the resolution approving the lease agreement with Jorge Garcia and Juana Pacheco for property at 1220 Nebraska Avenue.

JET:sb

Attachment:

- Resolution (Agency)
- Copy of Lease Agreement

RESOLUTION NO. SHA 15-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AS THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, APPROVING LEASE AGREEMENT WITH JORGE GARCIA AND JUANA PACHECO FOR PROPERTY LOCATED AT 1220 NEBRASKA AVENUE AND AUTHORIZING THE CHAIRPERSON TO EXECUTE THE LEASE AGREEMENT

WHEREAS on July 11, 2012, The Successor Housing Agency accepted a Deed in Lieu of Foreclosure for the property located at 1220 Nebraska Avenue;

WHEREAS, the previous property owner, David Kyriss, was leasing the property to the current tenant(s), Jorge Garcia and Juana Pacheco; and

WHEREAS, the Successor Housing Agency wishes to continue to lease the property located at 1220 Nebraska Avenue to the existing tenant(s);

WHEREAS, the Successor Housing Agency has prepared a new lease which is on file in the office of the Executive Director for further particulars.

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

1. The recitals listed above are true and correct.
2. The Lease Agreement with Jorge Garcia and Juana Pacheco, a copy of which is on file in the office of the Executive Director and referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the Lease Agreement on behalf of the Successor Housing Agency of the Former Madera Redevelopment Agency.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

## **Lease Agreement**

This Residential Lease Agreement (hereinafter "Lease") is entered into this the 12<sup>th</sup> day of August, 2015, by and between the Lessor: City of Madera as Successor Housing Agency to the Former Madera Redevelopment Agency, (hereinafter referred to as "Landlord"), and the Lessee(s): Jorge Garcia and Juana Pacheco. All Lessees (hereinafter referred to collectively as "Tenant"), are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease.

For the valuable consideration described below, the sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant, contract and agree as follows:

### **1. Grant of Lease**

Landlord does hereby lease unto Tenant, and Tenant does hereby rent from Landlord, solely for use as a personal residence, excluding all other uses, the personal residence located in Madera County, California, with address of 1220 Nebraska Avenue, Madera, CA 93638.

### **2. Term of Lease**

This Lease shall commence on the 13<sup>th</sup> day of August, 2015, and extend until its expiration on the 14<sup>th</sup> day of August, 2016, unless renewed or extended pursuant to the terms herein.

### **3. Security Deposit**

Upon execution of this Lease, Tenant shall deposit the sum of \$0.00 to be held by Landlord as a security deposit for reasonable cleaning of, and repair of damages to, the premises upon the expiration or termination of this Lease, or other reasonable damages resulting from a default by Tenant, including non-payment of rent. Tenant shall be liable to Landlord for all damages to the leased premises upon the termination of this Lease, ordinary wear and tear excepted. Tenant may not apply the security deposit to any rent due under this Lease. If Landlord sells or assigns the leased premises, Landlord shall have the right to transfer Tenant's security deposit to the new owner or assignee to hold under this Lease, and upon so doing Landlord shall be released from all liability to Tenant for return of said security deposit.

### **In compliance with California Code § 1950.5**

Within three weeks after the tenant has vacated the premises, the landlord shall furnish the tenant, by personal delivery or by first-class mail, postage prepaid, a copy of an itemized statement indicating the basis for, and the amount of, any security received and the disposition of the security and shall return any remaining portion of the security to the tenant.

The landlord is not obligated to return a tenant's security deposit or give the tenant a written description of damages and charges until the tenant gives the landlord a written statement of the tenant's forwarding address for the purpose of refunding the security deposit. Tenant agrees that if such address is not produced within 14 days from the date of termination of the Lease, that Tenant forfeits the security deposit.

### **4. Rent Payments**

Tenant agrees to pay rent unto the Landlord during the term of this Lease in equal monthly installments of \$1,000.00, said installment for each month being due and payable on or before the 1st day of the month.

Tenant agrees that if rent is not paid in full on or before the 10th day of the month, Tenant will pay a late charge of \$100 as allowed by applicable California law.

Tenant agrees that rent shall be paid in lawful money of the United States by (indicate those that apply):

☐ Cash, ☒ Personal Check, ☒ Money Order, ☒ Cashier's Check, ☐ Other

Rent payments shall be made payable to:

**Successor Housing Agency**

And mailed or delivered to the following address:

**428 E. Yosemite Ave.**

**Madera, CA 93638**

All notices from Tenant to Landlord under this Lease and applicable California law shall be delivered to the above address.

Tenant agrees that rent monies will not be considered paid until Landlord or Landlord's agent receives the rent monies, either by mail or by delivery to the above address. Tenant placing rent monies in the mail is not sufficient for rent to be considered paid, and rent will be considered unpaid until actual receipt thereof.

If there are multiple Tenants signed to this Lease, all such Tenants are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease. A judgment entered against one Tenant shall be no bar to an action against other Tenants.

### **5. Consequences of Breach by Tenant**

If Tenant, by any act or omission, or by the act or omission of any of Tenant's family or invitees, licensees, and/or guests, violates any of the terms or conditions of this Lease or any other documents made a part hereof by reference or attachment, Tenant shall be considered in breach of this Lease (breach by one tenant shall be considered breach by all tenants where Tenant is more than one person).

In case of such breach, Landlord may deliver a written notice to the Tenant in breach specifying the acts and omissions constituting the breach and that the Lease Agreement will terminate upon a date not less than thirty (30) days after receipt of the notice if the breach is not remedied within a reasonable time not in excess of thirty (30) days; and the Lease Agreement shall terminate and the Tenant shall surrender possession as provided in the notice subject to the following:

(a) If the breach is remediable by repairs, the payment of damages, or otherwise, and the Tenant adequately remedies the breach prior to the date specified in the notice, the Lease Agreement shall not terminate;

(b) In the absence of a showing of due care by the Tenant, if substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six (6) months, the Landlord party may terminate the Lease Agreement upon at least fourteen (14) days written notice specifying the breach and the date of termination of the Lease Agreement;

If the Lease Agreement is terminated, Landlord shall return all prepaid and unearned rent, and any amount of the security deposit recoverable by the Tenant.



However, if the breach by the Tenant is nonpayment of rent, the Landlord shall not be required to deliver thirty (30) days' written notice as provided above. In such event, the Landlord may serve Tenant with a three (3) day written notice of termination, whereupon the Tenant must pay the unpaid rent in full or surrender possession of the premises by the expiration of the three (3) day notice period.

Tenant expressly agrees and understands that upon Landlord's termination of this Lease, the entire remaining balance of unpaid rent for the remaining term of this Lease shall ACCELERATE, whereby the entire sum shall become immediately due, payable, and collectable. Landlord may hold the portion of Tenant's security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated rent.

## **6. Delivery of Notices**

Any giving of notice under this Lease or applicable California law shall be made by Tenant in writing and delivered to the address noted above for the payment of rent, either by hand delivery or by mail. Certified or registered mail is recommended. Delivery by mail shall not be considered complete until actual receipt by Landlord or Landlord's agent.

Any notices from Landlord to Tenant shall be in writing and shall be deemed sufficiently served upon Tenant if when deposited in the mail addressed to the leased premises, or addressed to Tenant's last known post office address, or hand delivered, or placed in Tenant's mailbox. If Tenant is more than one person, then notice to one shall be sufficient as notice to all.

## **7. Utilities**

Tenant will provide and pay for the following utilities:

☒ Electric, ☒ Gas, ☒ Telephone, ☒ Cable Television, ☐ Water, ☐ Garbage pick-up.

Landlord will provide and pay for the following utilities:

☐ Electric, ☐ Gas, ☐ Telephone, ☐ Cable Television, ☒ Water, ☒ Garbage pick-up.

Tenant shall be responsible for contacting and arranging for any utility service not provided by the Landlord, and for any utilities not listed above. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the leased premises back unto Landlord upon termination or expiration of this Lease.

## **8. Notice of Intent to Surrender**

Any other provision of this lease to the contrary notwithstanding, at least thirty (30) days prior to the normal expiration of the term of this Lease as noted under the heading TERM OF LEASE above, Tenant shall give written notice to Landlord of Tenant's intention to surrender the residence at the expiration of the Lease term. If said written notice is not timely given, the Tenant shall become a month-to-month tenant as defined by applicable California law, and all provisions of this Lease will remain in full force and effect, unless this Lease is extended or renewed for a specific term by written agreement of Landlord and Tenant.

If Tenant becomes a month-to-month tenant in the manner described above, Tenant must give a thirty (30) day written notice to the Landlord of Tenant's intention to surrender the residence. At any time during a month-to-month tenancy Landlord may terminate the month-to-month Lease by serving Tenant with a written notice of termination, or by any other means allowed by applicable California law. Upon termination, Tenant shall vacate the premises and deliver same unto Landlord on or before the expiration of the period of notice.

## **9. Obligations and Duties of Landlord**

Landlord shall:

- (a) Comply with the requirements of applicable building and housing codes materially affecting health and safety;
- (b) Maintain the dwelling unit, its plumbing, heating and/or cooling system, in substantially the same condition as at the inception of the lease, reasonable wear and tear excluded, unless the dwelling unit, its plumbing, heating and/or cooling system is damaged or impaired as a result of the deliberate or negligent actions of the Tenant or those present with Tenant's knowledge or permission.

## **10. Obligations and Duties of Tenant**

Tenant shall:

- (a) Keep that part of the premises that he occupies and uses as clean and as safe as the condition of the premises permits;
- (b) Dispose from his dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner in compliance with community standards;
- (c) Keep all plumbing fixtures in the dwelling unit used by the Tenant as clean as their condition permits;
- (d) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators, in the premises;
- (e) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any other person to do so;
- (f) Conduct himself or herself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of their premises;
- (g) Inform the Landlord of any condition of which he has actual knowledge which may cause damage to the premises;
- (h) To the extent of his legal obligation, maintain the dwelling unit in substantially the same condition, reasonable wear and tear excepted, and comply with the requirements of applicable building and housing codes materially affecting health and safety;
- (i) Not engage in any illegal activity upon the leased premises as documented by a law enforcement agency;

Tenant agrees that any violation of these provisions shall be considered a breach of this Lease.

## **11. No Assignment**

Tenant expressly agrees that the leased premises nor any portion thereof shall not be assigned or sub-let by Tenant without the prior written consent of Landlord.

## **12. Tenant Insurance**

Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for damages not proximately caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages proximately caused by any other source whatsoever, or by Acts of God, and Tenant is therefore strongly encouraged to independently purchase insurance to protect Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests and all personal property on the leased premises and/or in any common areas from any and all damages.

## **13. Condition of Leased Premises**

Tenant hereby acknowledges that Tenant has examined the leased premises prior to the signing of this Lease, or knowingly waived said examination. Tenant acknowledges that Tenant has not relied on any representations made by Landlord or Landlord's agents regarding the condition of the leased premises and that Tenant takes premises in its AS-IS condition with no express or implied warranties or representations beyond those contained herein or required by applicable California law. Tenant agrees not to damage the premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests. If such damages are incurred, Tenant is required to pay for any resulting repairs at the same time and in addition to the next month's rent payment, with consequences for non-payment identical to those for non-payment of rent described herein. At the expiration or termination of the Lease, Tenant shall return the leased premises in as good condition as when taken by Tenant at the commencement of the lease, with only normal wear-and-tear excepted. Tenant shall have the right to remove from the premises Tenant's fixtures placed thereon by Tenant at his expense, provided, however, that Tenant in effecting removal, shall restore the leased premises to as good, safe, sound, orderly and slightly condition as before the addition of Tenant's fixture. Failing this, Tenant shall be obligated to pay for repairs as stated above.

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In the event of any significant injury or damage to Tenant, Tenant's family, or Tenant's invitees, licensees, and/or guests, or any personal property, suffered in the leased premises or in any common area, written notice of same shall be provided by Tenant to Landlord at the address designated for delivery of notices (identical to address for payment of rent) as soon as possible but not later than five (5) days of said injury or damage. Failure to provide such notice shall constitute a breach of this Lease.

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Tenant agrees to accept the premises subject to and subordinate to any existing or future mortgage or other lien, and Landlord reserves the right to subject premises to same. Tenant agrees to and

hereby irrevocably grants Landlord power of attorney for Tenant for the sole purpose of executing and delivering in the name of the Tenant any document(s) related to the Landlord's right to subject the premises to a mortgage or other lien.

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Tenant agrees that if any repairs to be made by Landlord are delayed by reasons beyond Landlord's control, there shall be no effect on the obligations of Tenant under this Lease.

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Abandonment shall be defined as the absence of the Tenant from the leased premises for a period of seven (7) or more consecutive days while rent or any owing monies remain unpaid- whereupon Tenant will be considered in breach of this Lease. This definition is subordinate to, and shall not in any way impair, the rights and remedies of Landlord under this Lease or applicable California law, except that in case of abandonment, Landlord or Landlord's agents may immediately or any time thereafter enter and re-take the leased premises as provided by applicable California law, and terminate this Lease without notice to Tenant.

#### **20. Modification of this Lease**

Any modification of this lease shall not be binding upon Landlord unless in writing and signed by Landlord or Landlord's authorized agent. No oral representation shall be effective to modify this Lease. If, as per the terms of this paragraph, any provision of this lease is newly added, modified, or stricken out, the remainder of this Lease shall remain in full force and effect.

#### **21. Remedies not Exclusive**

The remedies and rights contained in and conveyed by this Lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed by applicable California law.

#### **22. Severability**

If any provision herein, or any portion thereof, is rendered invalid by operation of law, judgment, or court order, the remaining provisions and/or portions of provisions shall remain valid and enforceable and shall be construed to so remain.

#### **23. No Waiver**

The failure of Landlord to insist upon the strict performance of the terms, covenants, and agreements herein shall not be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, or condition, but the same shall continue in full force and effect. No act or omission of Landlord shall be considered a waiver of any of the terms or conditions of this Lease, nor excuse any conduct contrary to the terms and conditions of this Lease, nor be considered to create a pattern of conduct between the Landlord and Tenant upon which Tenant may rely upon if contrary to the terms and conditions of this Lease.

#### **24. Attorney Fees**

In the event that Landlord employs an attorney to collect any rents or other charges due hereunder by Tenant or to enforce any of Tenant's covenants herein or to protect the interest of the Landlord hereunder, Tenant agrees to pay a reasonable attorney's fee and all expenses and costs incurred thereby, to the greatest extent allowed by applicable law.

#### **25. Heirs and Assigns**



It is agreed and understood that all covenants of this lease shall succeed to and be binding upon the respective heirs, executors, administrators, successors and, except as provided herein, assigns of the parties hereto, but nothing contained herein shall be construed so as to allow the Tenant to transfer or assign this lease in violation of any term hereof.

## **26. Destruction of Premises**

In the event the leased premises shall be destroyed or rendered totally untenable by fire, windstorm, or any other cause beyond the control of Landlord, then this Lease shall cease and terminate as of the date of such destruction, and the rent shall then be accounted for between Landlord and Tenant up to the time of such damage or destruction of said premises is the same as being prorated as of that date. In the event the leased premises are damaged by fire, windstorm or other cause beyond the control of Landlord so as to render the same partially untenable, but repairable within a reasonable time, then this lease shall remain in force and effect and the Landlord shall, within said reasonable time, restore said premises to substantially the condition the same were in prior to said damage, and there shall be an abatement in rent in proportion to the relationship the damaged portion of the leased premises bears to the whole of said premises.

## **27. Landlord Entry**

In addition to the rights provided by applicable California law, Landlord shall have the right to enter the leased premises at all reasonable times for the purpose of inspecting the same and/or showing the same to prospective tenants or purchasers, and to make such reasonable repairs and alterations as may be deemed necessary by Landlord for the preservation of the leased premises or the building and to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease. Landlord shall give reasonable notice of intent to enter premises except in the case of an emergency.

## **28. Governing Law**

This Lease is governed by the statutory and case law of the State of California.

Signatures:

### **LANDLORD**

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

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

Date: \_\_\_\_\_

### **TENANT**

By: \_\_\_\_\_  
Jorge Garcia

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Juana Pacheco

Date: \_\_\_\_\_

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

**BOARD MEETING OF:** August 12, 2015

**AGENDA ITEM NUMBER:** 3I

**APPROVED BY:**

  
Executive Director

**Subject:** Consideration of a Resolution Approving a Lease Agreement with Francisco Marquez and Estela Pacheco for Agency-Owned Property Located at 1224 Nebraska Avenue

**Summary:** The Successor Housing Agency Board will consider a resolution approving a Lease agreement with Francisco Marquez and Estela Pacheco for property at 1224 Nebraska Avenue. The monthly rent will be \$1,000.00.

### **HISTORY/BACKGROUND**

By previous action, the Agency accepted a Deed in Lieu of Foreclosure from David Kyriss, the previous property owner. The current lease expired on August 7, 2015. The proposed lease is for a term of one (1) year and is with the existing tenants.

### **RECOMMENDATION**

Staff recommends the Successor Housing Agency adopt the resolution approving the lease agreement with Francisco Marquez and Estela Pacheco for property at 1224 Nebraska Avenue.

JET:sb

Attachment:

-Resolution (Agency)

-Copy of Lease Agreement



RESOLUTION NO. SHA 15-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AS THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, APPROVING LEASE AGREEMENT WITH FRANCISCO MARQUEZ AND ESTELA PACHECO FOR PROPERTY LOCATED AT 1224 NEBRASKA AVENUE AND AUTHORIZING THE CHAIRPERSON TO EXECUTE THE LEASE AGREEMENT

WHEREAS on July 11, 2012, The Successor Housing Agency accepted a Deed in Lieu of Foreclosure for the property located at 1224 Nebraska Avenue;

WHEREAS, the previous property owner, David Kyriss, was leasing the property to the current tenant(s), Francisco Marquez and Estela Pacheco; and

WHEREAS, the Successor Housing Agency wishes to continue to lease the property located at 1224 Nebraska Avenue to the existing tenant(s);

WHEREAS, the Successor Housing Agency has prepared a new lease which is on file in the office of the Executive Director for further particulars.

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

1. The recitals listed above are true and correct.
2. The Lease Agreement with Francisco Marquez and Estela Pacheco, a copy of which is on file in the office of the Executive Director and referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the Lease Agreement on behalf of the Successor Housing Agency of the Former Madera Redevelopment Agency.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

## **Lease Agreement**

This Residential Lease Agreement (hereinafter "Lease") is entered into this the 12<sup>th</sup> day of August, 2015, by and between the Lessor: City of Madera as Successor Housing Agency to the Former Madera Redevelopment Agency, (hereinafter referred to as "Landlord"), and the Lessee(s): Francisco Marquez and Estela Pacheco. All Lessees (hereinafter referred to collectively as "Tenant"), are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease.

For the valuable consideration described below, the sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant, contract and agree as follows:

### **1. Grant of Lease**

Landlord does hereby lease unto Tenant, and Tenant does hereby rent from Landlord, solely for use as a personal residence, excluding all other uses, the personal residence located in Madera County, California, with address of 1224 Nebraska Avenue, Madera, CA 93638.

### **2. Term of Lease**

This Lease shall commence on the 13<sup>th</sup> day of August, 2015, and extend until its expiration on the 14<sup>th</sup> day of August, 2016, unless renewed or extended pursuant to the terms herein.

### **3. Security Deposit**

Upon execution of this Lease, Tenant shall deposit the sum of \$0.00 to be held by Landlord as a security deposit for reasonable cleaning of, and repair of damages to, the premises upon the expiration or termination of this Lease, or other reasonable damages resulting from a default by Tenant, including non-payment of rent. Tenant shall be liable to Landlord for all damages to the leased premises upon the termination of this Lease, ordinary wear and tear excepted. Tenant may not apply the security deposit to any rent due under this Lease. If Landlord sells or assigns the leased premises, Landlord shall have the right to transfer Tenant's security deposit to the new owner or assignee to hold under this Lease, and upon so doing Landlord shall be released from all liability to Tenant for return of said security deposit.

### **In compliance with California Code § 1950.5**

Within three weeks after the tenant has vacated the premises, the landlord shall furnish the tenant, by personal delivery or by first-class mail, postage prepaid, a copy of an itemized statement indicating the basis for, and the amount of, any security received and the disposition of the security and shall return any remaining portion of the security to the tenant.

The landlord is not obligated to return a tenant's security deposit or give the tenant a written description of damages and charges until the tenant gives the landlord a written statement of the tenant's forwarding address for the purpose of refunding the security deposit. Tenant agrees that if such address is not produced within 14 days from the date of termination of the Lease, that Tenant forfeits the security deposit.

### **4. Rent Payments**

Tenant agrees to pay rent unto the Landlord during the term of this Lease in equal monthly installments of \$1,000.00, said installment for each month being due and payable on or before the 1st day of the month.

Tenant agrees that if rent is not paid in full on or before the 10th day of the month, Tenant will pay a late charge of \$100 as allowed by applicable California law.

Tenant agrees that rent shall be paid in lawful money of the United States by (indicate those that apply):

☐ Cash, ☒ Personal Check, ☒ Money Order, ☒ Cashier's Check, ☐ Other

Rent payments shall be made payable to:

**Successor Housing Agency**

And mailed or delivered to the following address:

**428 E. Yosemite Ave.**

**Madera, CA 93638**

All notices from Tenant to Landlord under this Lease and applicable California law shall be delivered to the above address.

Tenant agrees that rent monies will not be considered paid until Landlord or Landlord's agent receives the rent monies, either by mail or by delivery to the above address. Tenant placing rent monies in the mail is not sufficient for rent to be considered paid, and rent will be considered unpaid until actual receipt thereof.

If there are multiple Tenants signed to this Lease, all such Tenants are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease. A judgment entered against one Tenant shall be no bar to an action against other Tenants.

## **5. Consequences of Breach by Tenant**

If Tenant, by any act or omission, or by the act or omission of any of Tenant's family or invitees, licensees, and/or guests, violates any of the terms or conditions of this Lease or any other documents made a part hereof by reference or attachment, Tenant shall be considered in breach of this Lease (breach by one tenant shall be considered breach by all tenants where Tenant is more than one person).

In case of such breach, Landlord may deliver a written notice to the Tenant in breach specifying the acts and omissions constituting the breach and that the Lease Agreement will terminate upon a date not less than thirty (30) days after receipt of the notice if the breach is not remedied within a reasonable time not in excess of thirty (30) days; and the Lease Agreement shall terminate and the Tenant shall surrender possession as provided in the notice subject to the following:

**(a)** If the breach is remediable by repairs, the payment of damages, or otherwise, and the Tenant adequately remedies the breach prior to the date specified in the notice, the Lease Agreement shall not terminate;

**(b)** In the absence of a showing of due care by the Tenant, if substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six (6) months, the Landlord party may terminate the Lease Agreement upon at least fourteen (14) days written notice specifying the breach and the date of termination of the Lease Agreement;

If the Lease Agreement is terminated, Landlord shall return all prepaid and unearned rent, and any amount of the security deposit recoverable by the Tenant.

However, if the breach by the Tenant is nonpayment of rent, the Landlord shall not be required to deliver thirty (30) days' written notice as provided above. In such event, the Landlord may serve

Tenant with a three (3) day written notice of termination, whereupon the Tenant must pay the unpaid rent in full or surrender possession of the premises by the expiration of the three (3) day notice period.

Tenant expressly agrees and understands that upon Landlord's termination of this Lease, the entire remaining balance of unpaid rent for the remaining term of this Lease shall ACCELERATE, whereby the entire sum shall become immediately due, payable, and collectable. Landlord may hold the portion of Tenant's security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated rent.

## **6. Delivery of Notices**

Any giving of notice under this Lease or applicable California law shall be made by Tenant in writing and delivered to the address noted above for the payment of rent, either by hand delivery or by mail. Certified or registered mail is recommended. Delivery by mail shall not be considered complete until actual receipt by Landlord or Landlord's agent.

Any notices from Landlord to Tenant shall be in writing and shall be deemed sufficiently served upon Tenant if when deposited in the mail addressed to the leased premises, or addressed to Tenant's last known post office address, or hand delivered, or placed in Tenant's mailbox. If Tenant is more than one person, then notice to one shall be sufficient as notice to all.

## **7. Utilities**

Tenant will provide and pay for the following utilities:

☒ Electric, ☒ Gas, ☒ Telephone, ☒ Cable Television, ☐ Water, ☐ Garbage pick-up.

Landlord will provide and pay for the following utilities:

☐ Electric, ☐ Gas, ☐ Telephone, ☐ Cable Television, ☒ Water, ☒ Garbage pick-up.

Tenant shall be responsible for contacting and arranging for any utility service not provided by the Landlord, and for any utilities not listed above. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the leased premises back unto Landlord upon termination or expiration of this Lease.

## **8. Notice of Intent to Surrender**

Any other provision of this lease to the contrary notwithstanding, at least thirty (30) days prior to the normal expiration of the term of this Lease as noted under the heading TERM OF LEASE above, Tenant shall give written notice to Landlord of Tenant's intention to surrender the residence at the expiration of the Lease term. If said written notice is not timely given, the Tenant shall become a month-to-month tenant as defined by applicable California law, and all provisions of this Lease will remain in full force and effect, unless this Lease is extended or renewed for a specific term by written agreement of Landlord and Tenant.

If Tenant becomes a month-to-month tenant in the manner described above, Tenant must give a thirty (30) day written notice to the Landlord of Tenant's intention to surrender the residence. At any time during a month-to-month tenancy Landlord may terminate the month-to-month Lease by serving Tenant with a written notice of termination, or by any other means allowed by applicable California law. Upon termination, Tenant shall vacate the premises and deliver same unto Landlord on or before the expiration of the period of notice.

## **9. Obligations and Duties of Landlord**

Landlord shall:

- (a) Comply with the requirements of applicable building and housing codes materially affecting health and safety;
- (b) Maintain the dwelling unit, its plumbing, heating and/or cooling system, in substantially the same condition as at the inception of the lease, reasonable wear and tear excluded, unless the dwelling unit, its plumbing, heating and/or cooling system is damaged or impaired as a result of the deliberate or negligent actions of the Tenant or those present with Tenant's knowledge or permission.

#### **10. Obligations and Duties of Tenant**

Tenant shall:

- (a) Keep that part of the premises that he occupies and uses as clean and as safe as the condition of the premises permits;
- (b) Dispose from his dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner in compliance with community standards;
- (c) Keep all plumbing fixtures in the dwelling unit used by the Tenant as clean as their condition permits;
- (d) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators, in the premises;
- (e) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any other person to do so;
- (f) Conduct himself or herself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of their premises;
- (g) Inform the Landlord of any condition of which he has actual knowledge which may cause damage to the premises;
- (h) To the extent of his legal obligation, maintain the dwelling unit in substantially the same condition, reasonable wear and tear excepted, and comply with the requirements of applicable building and housing codes materially affecting health and safety;
- (i) Not engage in any illegal activity upon the leased premises as documented by a law enforcement agency;

Tenant agrees that any violation of these provisions shall be considered a breach of this Lease.

#### **11. No Assignment**

Tenant expressly agrees that the leased premises nor any portion thereof shall not be assigned or sub-let by Tenant without the prior written consent of Landlord.

#### **12. Tenant Insurance**

Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for damages not proximately caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages proximately caused by any other source whatsoever, or by Acts of God, and Tenant is therefore strongly encouraged to independently purchase insurance to protect Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests and all personal property on the leased premises and/or in any common areas from any and all damages.

#### **13. Condition of Leased Premises**

Tenant hereby acknowledges that Tenant has examined the leased premises prior to the signing of this Lease, or knowingly waived said examination. Tenant acknowledges that Tenant has not relied on any representations made by Landlord or Landlord's agents regarding the condition of the leased



premises and that Tenant takes premises in its AS-IS condition with no express or implied warranties or representations beyond those contained herein or required by applicable California law. Tenant agrees not to damage the premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests. If such damages are incurred, Tenant is required to pay for any resulting repairs at the same time and in addition to the next month's rent payment, with consequences for non-payment identical to those for non-payment of rent described herein. At the expiration or termination of the Lease, Tenant shall return the leased premises in as good condition as when taken by Tenant at the commencement of the lease, with only normal wear-and-tear excepted. Tenant shall have the right to remove from the premises Tenant's fixtures placed thereon by Tenant at his expense, provided, however, that Tenant in effecting removal, shall restore the leased premises to as good, safe, sound, orderly and slightly condition as before the addition of Tenant's fixture. Failing this, Tenant shall be obligated to pay for repairs as stated above.

#### **14. Alterations**

Tenant shall make no alterations, decorations, additions, or improvements to the leased premises without first obtaining the express written consent of Landlord. Any of the above-described work shall become part of the dwelling. If carried out by independent contractors, said contractors must be approved by Landlord. Tenant shall not contract for work to be done without first placing monies sufficient to satisfy the contract price in an escrow account approved by Landlord. All work shall be done at such times and in such manner as Landlord may designate. If a construction or mechanic's lien is placed on the leased premises as a result of the work, such shall be satisfied by Tenant within ten (10) days thereafter at Tenant's sole expense. Tenant shall be considered in breach of this Lease upon failure to satisfy said lien.

#### **15. No Illegal Use**

Tenant shall not perpetrate, allow or suffer any acts or omissions contrary to law or ordinance to be carried on upon the leased premises or in any common area. Upon obtaining actual knowledge of any illegal acts or omissions upon the leased premises, Tenant agrees to immediately inform Landlord and the appropriate authorities. Tenant shall bear responsibility for any and all illegal acts or omissions upon the leased premises and shall be considered in breach of this Lease upon conviction of Tenant or any of Tenant's family or invitees, licensees, and/or guests for any illegal act or omission upon the leased premises whether known or unknown to Tenant.

#### **16. Notice of Injuries**

In the event of any significant injury or damage to Tenant, Tenant's family, or Tenant's invitees, licensees, and/or guests, or any personal property, suffered in the leased premises or in any common area, written notice of same shall be provided by Tenant to Landlord at the address designated for delivery of notices (identical to address for payment of rent) as soon as possible but not later than five (5) days of said injury or damage. Failure to provide such notice shall constitute a breach of this Lease.

#### **17. Landlord's Right to Mortgage**

Tenant agrees to accept the premises subject to and subordinate to any existing or future mortgage or other lien, and Landlord reserves the right to subject premises to same. Tenant agrees to and hereby irrevocably grants Landlord power of attorney for Tenant for the sole purpose of executing and delivering in the name of the Tenant any document(s) related to the Landlord's right to subject the premises to a mortgage or other lien.

## **18. Delay in Repairs**

Tenant agrees that if any repairs to be made by Landlord are delayed by reasons beyond Landlord's control, there shall be no effect on the obligations of Tenant under this Lease.

## **19. Abandonment**

Abandonment shall be defined as the absence of the Tenant from the leased premises for a period of seven (7) or more consecutive days while rent or any owing monies remain unpaid- whereupon Tenant will be considered in breach of this Lease. This definition is subordinate to, and shall not in any way impair, the rights and remedies of Landlord under this Lease or applicable California law, except that in case of abandonment, Landlord or Landlord's agents may immediately or any time thereafter enter and re-take the leased premises as provided by applicable California law, and terminate this Lease without notice to Tenant.

## **20. Modification of this Lease**

Any modification of this lease shall not be binding upon Landlord unless in writing and signed by Landlord or Landlord's authorized agent. No oral representation shall be effective to modify this Lease. If, as per the terms of this paragraph, any provision of this lease is newly added, modified, or stricken out, the remainder of this Lease shall remain in full force and effect.

## **21. Remedies not Exclusive**

The remedies and rights contained in and conveyed by this Lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed by applicable California law.

## **22. Severability**

If any provision herein, or any portion thereof, is rendered invalid by operation of law, judgment, or court order, the remaining provisions and/or portions of provisions shall remain valid and enforceable and shall be construed to so remain.

## **23. No Waiver**

The failure of Landlord to insist upon the strict performance of the terms, covenants, and agreements herein shall not be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, or condition, but the same shall continue in full force and effect. No act or omission of Landlord shall be considered a waiver of any of the terms or conditions of this Lease, nor excuse any conduct contrary to the terms and conditions of this Lease, nor be considered to create a pattern of conduct between the Landlord and Tenant upon which Tenant may rely upon if contrary to the terms and conditions of this Lease.

## **24. Attorney Fees**

In the event that Landlord employs an attorney to collect any rents or other charges due hereunder by Tenant or to enforce any of Tenant's covenants herein or to protect the interest of the Landlord hereunder, Tenant agrees to pay a reasonable attorney's fee and all expenses and costs incurred thereby, to the greatest extent allowed by applicable law.

## **25. Heirs and Assigns**

It is agreed and understood that all covenants of this lease shall succeed to and be binding upon the respective heirs, executors, administrators, successors and, except as provided herein, assigns of the

parties hereto, but nothing contained herein shall be construed so as to allow the Tenant to transfer or assign this lease in violation of any term hereof.

## **26. Destruction of Premises**

In the event the leased premises shall be destroyed or rendered totally untenable by fire, windstorm, or any other cause beyond the control of Landlord, then this Lease shall cease and terminate as of the date of such destruction, and the rent shall then be accounted for between Landlord and Tenant up to the time of such damage or destruction of said premises is the same as being prorated as of that date. In the event the leased premises are damaged by fire, windstorm or other cause beyond the control of Landlord so as to render the same partially untenable, but repairable within a reasonable time, then this lease shall remain in force and effect and the Landlord shall, within said reasonable time, restore said premises to substantially the condition the same were in prior to said damage, and there shall be an abatement in rent in proportion to the relationship the damaged portion of the leased premises bears to the whole of said premises.

## **27. Landlord Entry**

In addition to the rights provided by applicable California law, Landlord shall have the right to enter the leased premises at all reasonable times for the purpose of inspecting the same and/or showing the same to prospective tenants or purchasers, and to make such reasonable repairs and alterations as may be deemed necessary by Landlord for the preservation of the leased premises or the building and to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease. Landlord shall give reasonable notice of intent to enter premises except in the case of an emergency.

## **28. Governing Law**

This Lease is governed by the statutory and case law of the State of California.

Signatures:

### **LANDLORD**

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

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

Date: \_\_\_\_\_

### **TENANT**

By: \_\_\_\_\_  
Francisco Marquez

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Estela Pacheco

Date: \_\_\_\_\_

# CITY OF MADERA

## REPORT TO THE CITY COUNCIL

BOARD MEETING OF: August 12, 2015

AGENDA ITEM NUMBER: 3J

APPROVED BY:

  
Neighborhood Preservation Supervisor

  
for Executive Director

**Subject:** Consideration of a Resolution Approving an Agreement with Madera District Fair for Use of the Fairgrounds Parking Area for the Staging of Upcoming Waste Tire Amnesty Day Events in 2015

**Summary:** The City Council will consider a resolution approving an agreement with Madera District Fair for use of their parking lot area for staging upcoming Waste Tire Amnesty Day Events on September 26<sup>th</sup> & November 14<sup>th</sup>.

### HISTORY/BACKGROUND

By previous action, the Agency has authorized Waste Tire Amnesty Day Events to occur in and around the City to divert waste tires from the City and County to be recycled in Merced, CA and/or Ballico, CA using funding from the Department of Resources Recycling and Recovery (CalRecycle).

### SITUATION

The Madera District Fair administration has agreed to allow the City use of their facilities for upcoming Waste Tire Amnesty Day Events to be held on September 26, 2015 & November 14, 2015. The cost per event is \$250.00 with a provision that the City provide proof of insurance. The program will be a controlled event and will be restricted by the guidelines provided by CalRecycle. With the exception of this rental fee, the funds received from the Amnesty Grant will cover the costs incurred in sponsoring the Waste Tire Amnesty Day Events.

### LINKAGE TO VISION 2025

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

### RECOMMENDATION

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

Attachment:  
-Resolution (City)

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

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

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

WHEREAS, Madera District Fair has agreed to charge rental fees of \$250.00 per event and allow the City of Madera use of the fairgrounds for Waste Tire Amnesty Day Events to be held on September 26<sup>th</sup> & November 14<sup>th</sup> of 2015; and

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

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

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

\* \* \* \* \*



## RENTAL AGREEMENT

☐ Fairtime

☒ Interim

**THIS AGREEMENT** by and between the **21-A District Agricultural Association,**  
called the Association, and **City of Madera**

hereinafter  
hereinafter called the Renter,

**WITNESSETH:**

1. **THAT WHEREAS**, the Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association premises for the following dates: **September 26<sup>th</sup> & November 14<sup>th</sup>, 2015.**
2. **NOW, THEREFORE**, Association hereby grants to the renter the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this agreement: **Portion of Lot B. Set up and tear down days are included when paid for or approved by Fair manager.**
3. The purposes of occupancy shall be limited to: **Tire Amnesty (recycling)** and shall be for no other purposes whatsoever.
4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**\$250.00 non refundable rental fee for each event due in office 2 weeks before each event. First payment of \$250.00 is due on or before 09/14/2015 with Signed Contracts and Insurance Certificate. Second payment of \$250.00 due on or before 10/30/2015. Renter understands that all tires, trucks, trailers and porta potties must be cleared out by Sunday following each event/date, due to swap meet. Renter also understands the location of event may be moved to Lot A, if there is a large event in Lot B.**  
Renter agrees to pay fees required by Association for: **Tire Recycling events on Lot B** and to guarantee the payment of:
  - (a) Any money which may be payable to Association under this agreement;
  - (b) Any damage to Association property; and utility charges, if any;
  - (c) Removal of all property and the leaving of the premises in a condition satisfactory to Association.
5. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
6. Renter further agrees to indemnify and save harmless Association and the State of California their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the renter may be liable under any worker's compensation law and renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by renter of the privileges herein granted.
7. Renter further agrees that he/she will not sell, exchange or barter, or permit his/her employees to sell, exchange or barter, any permits issued to renter or his/her employees hereunder.
8. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
9. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
10. The "Rules and Regulations" printed on page 2 of this document are incorporated herein and made a part of this agreement. Renter agrees that he/she has read this agreement and the said "Rules and Regulations" and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
11. In the event renter fails to comply in any respect with the terms of this agreement and the "Rules and Regulations" referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
12. **Special Provisions:** The CFSA Insurance Statement (if applicable) is attached and incorporated into this agreement. **Exhibit "A" Insurance Statement, Exhibit "B" Rental Policy, Exhibit "C" Standard Contract Terms and Conditions and Exhibit "D" Reservation Form are incorporated herein and made a part of this agreement.**  
**Actual costs may vary due to additional equipment, labor, damages, security, and/or other unanticipated costs.**
13. This agreement is not binding upon association until it has been duly accepted and signed its authorized representative, and approved (if required) by the Department of Food and Agriculture, Division of Fairs & Expositions, and the Department of General Services.

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

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

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

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

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

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

**SUCCESSOR AGENCY MEETING OF AUGUST 12, 2015**

**AGENDA ITEM NUMBER 3K**

**APPROVED BY:**

  
Finance Department

  
For Executive Director

  
Successor Agency Manager

**SUBJECT:** Investment Activity Report for the Quarter Ending June 30, 2015

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

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

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

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

**DISCUSSION:** The Investment Report being presented this evening is for the quarter ended June 30, 2015.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

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

**City of Madera**  
**Council Investment Report**  
 Report Format: By Transaction  
 Group By: Asset Class  
**Portfolio/Report Group: Report Group: Successor Agency**  
**As of 6/30/2015**

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
<b>Federal Agency Securities</b>										
FHLMC 1 7/28/2017	3137EADJ5	1.07	FHLMC Bond	12/23/2013	0.978	155,000.00	155,119.35	155,722.30	7/28/2017	759
FNMA 0.875 5/21/2018	3135G0WJ8	1.08	FNMA Bond	12/23/2013	1.430	159,000.00	155,239.65	158,047.59	5/21/2018	1056
FNMA 0.875 5/21/2018	3135G0WJ8	1.94	FNMA Bond	12/23/2013	1.430	285,000.00	278,259.75	283,292.85	5/21/2018	1056
<b>Sub Total / Average</b>		<b>4.09</b>			<b>1.312</b>	<b>599,000.00</b>	<b>588,618.75</b>	<b>597,062.74</b>		<b>979</b>
<b>Interest Bearing Accounts</b>										
Bank of New York Cash	CASH0340-2	3.29	Cash	10/31/2013	0.000	480,763.37	480,763.37	480,763.37	N/A	1
Bank of New York Cash	CASH0342-1	9.16	Cash	8/31/2013	0.000	1,337,247.39	1,337,247.39	1,337,247.39	N/A	1
Bank of New York MM	MM0342-2	0.05	Money Market	8/31/2013	0.000	7,008.53	7,008.53	7,008.53	N/A	1
BONY Cash Balance Cash	CASH0340-3	0.00	Cash	3/31/2015	0.000	-4.60	-4.60	-4.60	N/A	1
BONY Debt Service Reserve Cash	CASH0375-2	0.01	Cash	6/30/2013	0.000	1,684.99	1,684.99	1,684.99	N/A	1
BONY Debt Service Reserve Cash	CASH0375-1	1.82	Cash	6/30/2013	0.000	264,881.26	264,881.26	264,881.26	N/A	1
BONY Debt Service Reserve Cash	CASH0340-1	0.12	Cash	6/30/2013	0.000	18,238.10	18,238.10	18,238.10	N/A	1
BONY Project Policy Payment Cash	CASH2553	0.00	Cash	6/30/2013	0.000	1.00	1.00	1.00	N/A	1
BONY Project Redemption Cash	CASH2595-1	0.00	Cash	6/30/2013	0.000	1.00	1.00	1.00	N/A	1
BONY Project Reserve Account Cash	CASH2593-1	0.68	Cash	6/30/2013	0.000	99,641.00	99,641.00	99,641.00	N/A	1
BONY Project Reserve Account Cash	CASH2543	0.00	Cash	6/30/2013	0.000	1.00	1.00	1.00	N/A	1
BONY Project Reserve Account Cash	CASH2593-2	0.43	Cash	6/30/2013	0.000	62,744.66	62,744.66	62,744.66	N/A	1
Union Bank-Checking Cash	CASH4806	16.07	Cash	6/30/2013	0.000	2,345,875.11	2,345,875.11	2,345,875.11	N/A	1
<b>Sub Total / Average</b>		<b>31.64</b>			<b>0.000</b>	<b>4,618,082.81</b>	<b>4,618,082.81</b>	<b>4,618,082.81</b>		<b>1</b>
<b>Local Agency Investment Fund</b>										
LAIF LGIP	LGIP0001	53.89	Local Government	6/30/2013	0.299	7,864,948.20	7,864,948.20	7,864,948.20	N/A	1

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
Investment Pool										
<b>Sub Total / Average</b>		<b>53.89</b>			<b>0.299</b>	<b>7,864,948.20</b>	<b>7,864,948.20</b>	<b>7,864,948.20</b>		<b>1</b>
<b>Negotiable Certificate of Deposit Securities</b>										
Everbank, FL 0.85 9/28/2016	29976DNV8	1.17	Negotiable Certificate Of Deposit	9/28/2012	0.850	170,000.00	170,000.00	170,344.00	9/28/2016	456
First Financial Bank, FL 0.7 8/24/2016	32021MDF3	1.41	Negotiable Certificate Of Deposit	8/24/2012	0.700	205,000.00	205,000.00	205,071.61	8/24/2016	421
Luana Savings Bank, IA 0.65 9/23/2015	549103LA5	1.20	Negotiable Certificate Of Deposit	3/23/2012	0.650	175,000.00	175,000.00	175,181.56	9/23/2015	85
Medallion Bank, UT 0.85 10/26/2016	58403BZD1	1.65	Negotiable Certificate Of Deposit	10/26/2012	0.850	240,000.00	240,000.00	240,452.66	10/26/2016	484
Merrick Bank, UT 0.7 6/30/2016	59012YX93	1.65	Negotiable Certificate Of Deposit	10/30/2012	0.700	240,000.00	240,000.00	240,121.56	6/30/2016	366
Sallie Mae Bank, UT 1.3 8/29/2016	795450PD1	1.66	Negotiable Certificate Of Deposit	8/29/2012	1.300	240,000.00	240,000.00	241,778.21	8/29/2016	426
Toyota Financial Savings, NV 0.9 3/21/2016-12	89235MFL0	1.65	Negotiable Certificate Of Deposit	3/21/2012	0.900	240,000.00	240,000.00	240,787.01	3/21/2016	265
<b>Sub Total / Average</b>		<b>10.37</b>			<b>0.863</b>	<b>1,510,000.00</b>	<b>1,510,000.00</b>	<b>1,513,736.61</b>		<b>363</b>
<b>Total / Average</b>		<b>100</b>			<b>0.304</b>	<b>14,592,031.01</b>	<b>14,581,649.76</b>	<b>14,593,830.36</b>		<b>79</b>

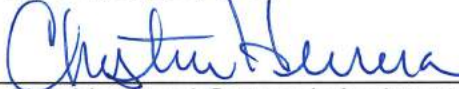


# REPORT TO THE SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY

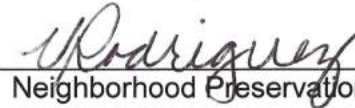
BOARD MEETING OF: August 12, 2015

AGENDA ITEM NUMBER: 4A

APPROVED BY:



Neighborhood Outreach Assistant



Neighborhood Preservation Supervisor



for 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 4, 2015. Thirty-two (32) neighborhoods participated in the event. Other participants included:

### Private

- GBS
- Les Schwab Tire Center
- Pistoiresi Ambulance
- Madera Tribune

### Public

- Neighborhood Revitalization
- Madera Police Department
- Madera County Probation Department
- Madera City Parks and Community Services
- Cal Fire
- Madera Housing Authority

## 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

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

BOARD MEETING OF: August 12, 2015

AGENDA ITEM NUMBER: 4B

APPROVED BY:

  
Neighborhood Preservation Supervisor

  
for Executive Director

**Subject: Code Enforcement Major Case Summary**

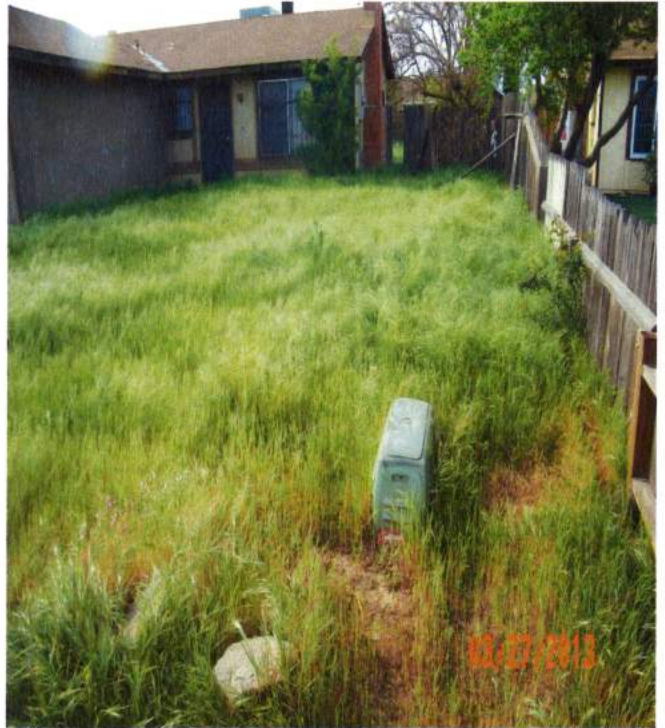
Major case summary for *July* include the following:

## **1200 Lacreta Ave.**

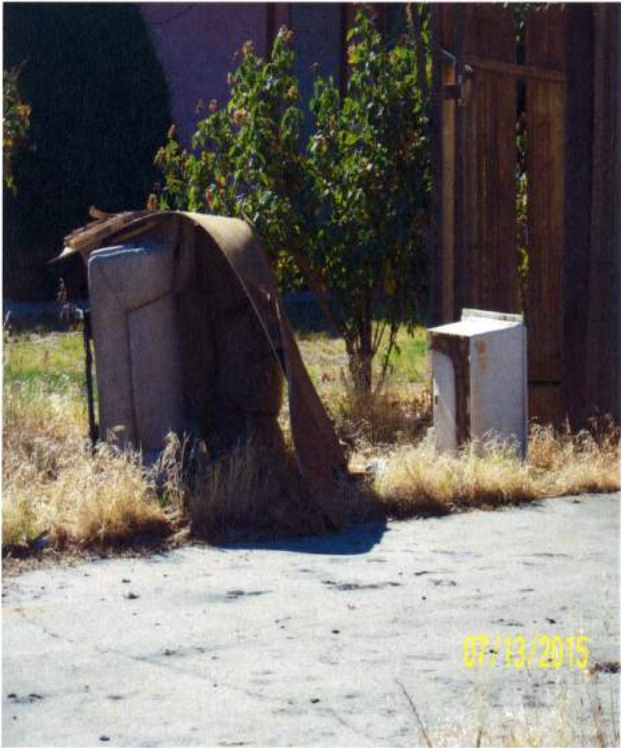
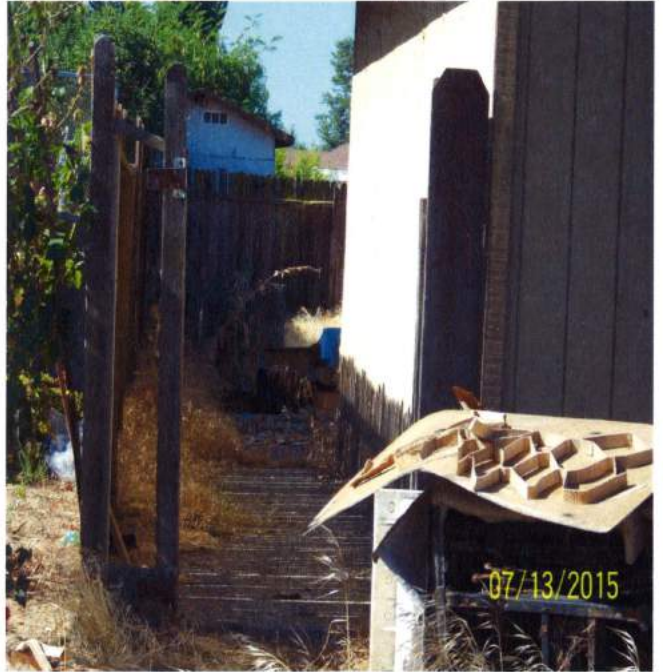
**History:** Due to the lack of maintenance and security of the property, a vacant building case was opened in 2011 for 1200 Lacreta Avenue. During the next four years the property continued to deteriorate with overgrown weeds, and an accumulation of trash and debris. Many attempts were made to contact the owner via postings, notices and citations. A response from the property owner was never received nor has any attempt been made to maintain the property. On February 12, 2015 an abatement hearing was conducted to obtain authorization for the city to remove the unsanitary and unsafe conditions of the property. The owner never appeared at this hearing. While the city was in the process of preparing the documents needed for the abatement, the house caught fire on July 7, 2015 at approximately 11:52 pm. According to the fire report from the Fire Department it appeared there were vagrants/squatters staying in the house. The fire left the house and property open and unsecured with broken windows, door and a broken fence. In order to prevent further damage to the house and property as well as to the neighboring homes, it was necessary to take immediate action to initiate an emergency abatement.

**Status:** After receiving approval to conduct an emergency abatement, a contractor was hired to remove the violations from the property. All windows and doorways were boarded and secured, including the garage door. The fences on both sides of the house were secured. All weeds, trash, junk and debris were removed from the property. A Cost Recovery Hearing will be scheduled to grant the Neighborhood Revitalization Department authorization to record a lien on the property for the cost of the abatement. The case remains open and will continue to be monitored by department staff.









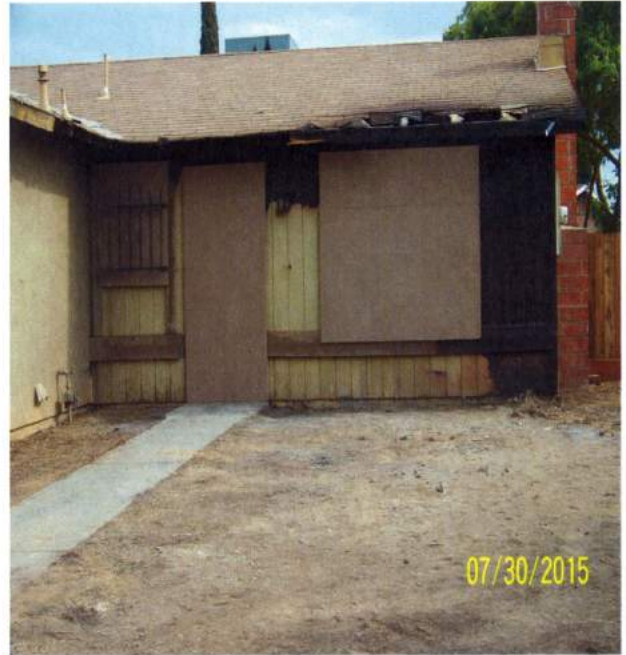













**RECOMMENDATION:**  
No further action is required.

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

**BOARD MEETING OF:** August 12, 2015  
**AGENDA ITEM NUMBER:** 4C

**APPROVED BY:**

  
Executive Director

**Subject:** Consideration of a Resolution Adopting the Madera Recognized Obligation Payment Schedule (ROPS) 15-16B Representing the Period January 1, 2016 to June 30, 2016

**Summary:** The Successor Agency will consider a resolution approving the Recognized Obligation Payment Schedule (ROPS) 15-16B for the period January 1, 2016 to June 30, 2016

## **HISTORY/BACKGROUND**

AB 1484 requires the submittal of an approved ROPS by October 5, 2015. Failure to comply can result in a fine of \$10,000.00 per day

During the prior ROPS 13-14 A period we received our "Finding of Completion". Per H&S code section 34193.3 C(2)(A) the Finding of Completion allows the Successor Agency to proceed with the expenditure of bond funds in a manner that is consistent with our covenants. We also have received approval of our Long Range Property Management Plan.

## **SITUATION**

Per AB 1484 H&S Code Section 34176(g)(1)(A) the Successor Housing Agency has notified the Successor Agency that funding would be needed for the following:

- 1) Riverside Villas – Relocate storm drainage line and make lot line adjustments.
- 2) Riverwalk Subdivision – Construct Riverwalk Drive between A and C Streets – Initiate negotiations for the church, Cappelluti, and Gee properties.
- 3) Hunter Property/Adelaide subdivision – project design and development

These projects will count towards addressing our replacement housing obligations. Other projects included in the ROPS are as follows:

<b><u>Project</u></b>	<b><u>Funding Source</u></b>
1) Yosemite/Elm Signal	Bond Proceeds
2) Avenue 16 Linear Park	Bond Proceeds
3) Riverwalk Street Improvements	Bond Proceeds
4) Riverwalk Acquisitions	Bond Proceeds
5) Riverside Villas Storm Drainage	Bond Proceeds
6) 5 E. Yosemite Rehab	Bond Proceeds
7) Knox Stinson streetlight project	Bond Proceeds
8) Southwest Industrial Park Master Plan	Bond Proceeds

**RECOMMENDATION**

Staff recommends the Successor Agency adopt the resolution approving the Madera Recognized Obligation Payment Schedule 15-16B representing the period January 1, 2016 to June 30, 2016.

JET:cm

Attachments:

-Resolution (Agency)

-ROPS



RESOLUTION NO. SA

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AS THE SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) 15-16B OF THE FORMER MADERA REDEVELOPMENT AGENCY PURSUANT TO SECTION 34177 OF THE CALIFORNIA HEALTH AND SAFETY CODE FOR FISCAL YEAR 2015-2016 FOR THE PERIOD JANUARY 1, 2016 THROUGH JUNE 30, 2016

WHEREAS, in connection with the approval and adoption of the State Budget for Fiscal Year 2011-2012, the California Legislature adopted, and the Governor signed, ABx1 26 (the "Dissolution Act"), which, after the California Supreme Court's ruling on December 29, 2011, has had the effect of dissolving all redevelopment agencies in the State of California; and

WHEREAS, the City of Madera has accepted the designation as the Successor Agency ("Agency") as that term is defined in the Dissolution Act, which has been authorized to wind down the business of the former Madera Redevelopment Agency; and

WHEREAS, Section 34177 (a)(1) of the California Health and Safety Code (added by the Dissolution Act) required that each redevelopment agency adopt an Recognized Obligation Payment Schedule (ROPS) for payments the redevelopment agency was obligated to make; and

WHEREAS, Section 34177(m) of the California Health and Safety Code requires the Agency to prepare the Recognized Obligation Payment Schedule (ROPS) in a format provided for by the Department of Finance for the approval of the Oversight Board and Department of Finance; and

WHEREAS, the Agency reserves the right to amend the Recognized Obligation Payment Schedule (ROPS) in the future should additional expenses for recognized obligations be identified.

NOW, THEREFORE the City Council of the City of Madera as the Successor Agency to the former Madera Redevelopment Agency of the City of Madera hereby finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Agency hereby approves and adopts the Recognized Obligation Payment Schedule



15-16B for the period January 1, 2016 through June 30, 2016 attached hereto as Exhibit A.

3. The Agency authorizes and directs the Executive Director to:

(a) Present a copy of the adopted Recognized Obligation Payment Schedule 15-16B for the period January 1, 2016 through June 30, 2016 to the Oversight Board for approval.

(b) Transmit a copy of the adopted Recognized Obligation Payment Schedule 15-16B for the period January 1, 2016 through June 30, 2016 by mail or electronic means to the State Department of Finance, the State Controller, Madera County Administrator and Madera County Auditor-Controller.

(c) Post the Recognized Obligation Payment Schedule 15-16B for the period January 1, 2016 through June 30, 2016 on the City's website.

4. The Agency designates its Executive Director as the individual to whom the Department of Finance may make requests for information and who shall provide the department with his telephone number and email address for purposes of communication.

5. This resolution is effective immediately upon adoption.

\* \* \* \* \*

## Recognized Obligation Payment Schedule (ROPS 15-16B) - Summary

Filed for the January 1, 2016 through June 30, 2016 Period

Name of Successor Agency: Madera City

Name of County: Madera

Current Period Requested Funding for Outstanding Debt or Obligation		Six-Month Total
<b>Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding</b>		
<b>A Sources (B+C+D):</b>		<b>\$ 3,938,571</b>
B Bond Proceeds Funding (ROPS Detail)		3,938,571
C Reserve Balance Funding (ROPS Detail)		-
D Other Funding (ROPS Detail)		-
<b>E Enforceable Obligations Funded with RPTTF Funding (F+G):</b>		<b>\$ 1,971,930</b>
F Non-Administrative Costs (ROPS Detail)		1,846,930
G Administrative Costs (ROPS Detail)		125,000
<b>H Total Current Period Enforceable Obligations (A+E):</b>		<b>\$ 5,910,501</b>

### Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding

I Enforceable Obligations funded with RPTTF (E):	1,971,930
J Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)	(20,625)
<b>K Adjusted Current Period RPTTF Requested Funding (I-J)</b>	<b>\$ 1,951,305</b>

### County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding

L Enforceable Obligations funded with RPTTF (E):	1,971,930
M Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)	-
<b>N Adjusted Current Period RPTTF Requested Funding (L-M)</b>	<b>1,971,930</b>

Certification of Oversight Board Chairman:  
Pursuant to Section 34177 (m) of the Health and Safety code, I  
hereby certify that the above is a true and accurate Recognized  
Obligation Payment Schedule for the above named agency.

_____ Name	_____ Title
/s/ _____ Signature	_____ Date

**Madera City Recognized Obligation Payment Schedule (ROPS 15-16B) - Report of Cash Balances**  
**(Report Amounts in Whole Dollars)**

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see <a href="#">[ INSERT URL LINK TO CASH BALANCE TIPS SHEET ]</a>								
A	B	C	D	E	F	G	H	I
	Cash Balance Information by ROPS Period	Fund Sources						Comments
		Bond Proceeds		Reserve Balance		Other	RPTTF	
		Bonds Issued on or before 12/31/10	Bonds Issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, Grants, Interest, Etc.	Non-Admin and Admin	
<b>ROPS 14-15B Actuals (01/01/15 - 06/30/15)</b>								
1	Beginning Available Cash Balance (Actual 01/01/15)	10,613,429					20,401	
2	Revenue/Income (Actual 06/30/15) RPTTF amounts should tie to the ROPS 14-15B distribution from the County Auditor-Controller during January 2015	26,304				22,510	2,324,970	
3	Expenditures for ROPS 14-15B Enforceable Obligations (Actual 06/30/15) RPTTF amounts, H3 plus H4 should equal total reported actual expenditures in the Report of PPA, Columns L and Q	205,930				22,510	1,700,502	
4	Retention of Available Cash Balance (Actual 06/30/15) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	3,433,487					621,940	
5	ROPS 14-15B RPTTF Prior Period Adjustment RPTTF amount should tie to the self-reported ROPS 14-15B PPA in the Report of PPA, Column S	No entry required					20,625	
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ 7,000,316	\$ -	\$ -	\$ -	\$ -	\$ 2,304	
<b>ROPS 15-16A Estimate (07/01/15 - 12/31/15)</b>								
7	Beginning Available Cash Balance (Actual 07/01/15) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	\$ 10,433,803	\$ -		\$ 621,940	\$ -	\$ 22,929	
8	Revenue/Income (Estimate 12/31/15) RPTTF amounts should tie to the ROPS 14-15B distribution from the County Auditor-Controller during June 2015	26,000					1,893,696	
9	Expenditures for ROPS 14-15B 15-16A Enforceable Obligations (Estimate 12/31/15)	400,000			621,940		1,896,000	
10	Retention of Available Cash Balance (Estimate 12/31/15) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	3,433,487						
11	Ending Estimated Available Cash Balance (7 + 8 - 9 -10)	\$ 6,626,316	\$ -	\$ -	\$ -	\$ -	\$ 20,625	

**Madera City Recognized Obligation Payment Schedule (ROPS 15-16B) - ROPS Detail**  
**January 1, 2016 through June 30, 2016**  
**(Report Amounts in Whole Dollars)**

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Funding Source					Six-Month Total
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF		
										Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	
								\$ 94,249,539		\$ 3,938,571	\$ -	\$ -	\$ 1,846,930	\$ 125,000	\$ 5,910,501
1	1998 Tax Allocation Bond	Bonds Issued On or	10/7/1998	10/7/2028	BNYMellon	Bonds issue to fund RDA projects		8,577,707	N				134,850		\$ 134,850
2	2003 Tax Allocation Bond	Bonds Issued On or Before 12/31/10	10/30/2003	10/30/2033	BNYMellon	Bonds issue to fund RDA projects		23,154,090	N				352,300		\$ 352,300
3	2008A Tax Allocation Bond	Bonds Issued On or Before 12/31/10	9/10/2008	9/10/2038	BNYMellon	Bonds issue to fund non-housing projects		43,908,514	N				601,425		\$ 601,425
4	2008B Tax Allocation Bond	Bonds Issued On or Before 12/31/10	9/10/2008	9/10/2038	BNYMellon	Bonds issue to fund housing projects		6,292,996	N				89,900		\$ 89,900
5	BNYMT Trustee fees 1998 Series, continueing disclosure requirements	Fees	10/7/1998	10/7/2028	BNYMellon, Cal Muni	Trustee Fees		47,500	N				5,000		\$ 5,000
6	BNYMT Trustee fees 2003 Series, continueing disclosure requirements	Fees	10/30/2003	10/30/2033	BNYMellon, Cal Muni	Trustee Fees		62,100	N				5,000		\$ 5,000
7	BNYMT Trustee fees 2008 Series & Arbitrage, continue disclosure requirements	Fees	9/10/2008	9/10/2038	BNYMellon, Cal Muni	Trustee Fees		181,100	N				10,000		\$ 10,000
8	Arbitrage Calculations - contract	Fees	10/1/2012	9/10/2038	BNYMellon	Bond Required Arbitrage calc			Y						\$ -
9	Bond Dissemination	Legal	9/10/2008	9/10/2038	Orrick	Bond Requirement		50,000	Y						\$ -
21	Property Management	Property Maintenance	2/1/2008	9/10/2038	Personnel Staff	Facility and Lot maintenance		114,000	N	10,000					\$ 10,000
27	Commercial Property Liquidation	Property Dispositions	2/1/2008	9/10/2038	Payee not listed	Commercial Properties		160,240	N						\$ -
31	Herbicide Property Maintenance	Property Maintenance	2/1/2008	9/10/2038	Payee not listed	Weed Control on SA properties		15,000	N	3,000					\$ 3,000
36	Employee Leave Balances	Miscellaneous	2/1/2008	9/10/2038	Payee not listed	Employee Leave Balances		-	Y						\$ -
38	Riverside Villas	Improvement/Infrastr ucture	3/24/2011	9/10/2038	Payee not listed	Storm drainage		321,145	N	321,145					\$ 321,145
39	Midtown Village Subdivision	Miscellaneous	10/14/2009	9/10/2038	Payee not listed	\$1,126,000 Expensed to Date			Y						\$ -
40	MUSD 308 S. J Street	Miscellaneous	2/1/2008	9/10/2038	Payee not listed	Update Plans		-	Y						\$ -
43	Avenue 16 Landscape Project	Improvement/Infrastr ucture	10/11/2006	9/10/2038	Payee not listed	\$138,800 Expensed to Date		250,000	N	250,000					\$ 250,000
47	Airport Infrastructure Master Plan	Improvement/Infrastr ucture	7/21/1999	9/10/2038	Payee not listed	\$89,499 Expensed to Date		-	Y						\$ -
48	Southwest Industrial Park Master Plan	Professional Services	9/9/2009	9/10/2038	NorthStar PO 661	Master Plan Traffic Circulation-SW Madera Industrial Area (Agmt \$136,629 + 10% Contingency- \$13,629)		136,142	N	70,000					\$ 70,000
49	"E" Street Improvement Project	Improvement/Infrastr ucture	9/1/1991	9/10/2038	Payee not listed	Construction is out		-	Y						\$ -
54	SA Admin Costs	Admin Costs	1/1/2012	9/10/2038	Successor Agency	Administrative Costs		6,125,000	N					125,000	\$ 125,000
58	Adell Imp Project	Improvement/Infrastr ucture	3/11/2009	9/10/2038	Quad Knopf PO 663	Engineering/Surveying - Adell Improvement Project (Contract for \$128,120 + 10% - \$140,900;CO \$5,150) Proj No. 90058		20,000	N	20,000					\$ 20,000
61	Canal Relocation	Improvement/Infrastr ucture	10/14/2009	9/10/2038	Quad Knopf PO 662	Eng Srv - Relocation of MID Canal between 7th & E Streets relocating to Clinton ROW Proj No. 90222		46,266	N	46,266					\$ 46,266
62	Laurel Linear Park	Improvement/Infrastr ucture	10/14/2009	9/10/2038	Blair, Church & Flynn	Eng Srv-Sunset/Laurel/Riverview Linear Park Project- No. 209-0326		10,000	N	10,000					\$ 10,000
66	Riverwalk Subdivision	Improvement/Infrastr ucture	1/15/2014	9/10/2038	Payee not listed	\$5,135,000 Expensed to Date		1,321,160	N	1,321,160					\$ 1,321,160
67	Riverwalk Subdivision	Improvement/Infrastr ucture	1/15/2014	9/10/2038	Payee not listed	Property Acquisition		360,000	N	360,000					\$ 360,000
70	Central Madera Street Project	Improvement/Infrastr ucture	1/14/2009	9/10/2038	Blair, Church & Flynn PO 660	Eng/Design - central Madera Residential District Proj No. 208-0541		83,513	N						\$ -
75	Project Operations	Project Management Costs	1/1/2012	9/10/2038	Payee not listed	Contract Services		55,915	N	20,000					\$ 20,000
76	Project Operations	Project Management Costs	1/1/2012	9/10/2038	Payee not listed	Utilities		74,237	N	6,000					\$ 6,000

Madera City Recognized Obligation Payment Schedule (ROPS 15-16B) - ROPS Detail January 1, 2016 through June 30, 2016 (Report Amounts in Whole Dollars)															
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Funding Source					Six-Month Total
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF		
										Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	
77	Project Operations	Project Management Costs	1/1/2012	9/10/2038	Payee not listed	Profession Dues & Assessments		17,546	N	6,000					\$ 6,000
78	Project Operations	Project Management Costs	1/1/2012	9/10/2038	Payee not listed	Other Supplies		38,709	N	12,000					\$ 12,000
82	Elm & Yosemite Traffic Signal	Improvement/Infrastructure	6/14/2009	9/10/2038	Payee not listed	DDA - Impact Fees may fund project		475,000	N	475,000					\$ 475,000
83	SA Project Employee Cost	Project Management Costs	1/1/2012	9/10/2038	Payee not listed	Project Management		368,236	N	80,000					\$ 80,000
85	Property Maintenance 428 Yosemite	Property Maintenance	1/1/2012	9/10/2038	Payee not listed	Property Maintenance 428 Yosemite		48,000	N	2,000					\$ 2,000
86	Property Maintenance 120 N. E St.	Property Maintenance	1/1/2012	9/10/2038	Payee not listed	Property Maintenance 128 N E St		135,000	N	6,000					\$ 6,000
88	Replacement Housing Obligation	Miscellaneous	12/24/2009	9/10/2038	Payee not listed	Loan & Incentives			Y						\$ -
91	NSP3 Projects	Admin Costs	5/15/2011	9/10/2038	Payee not listed	Project Management			Y						\$ -
95	Property Maintenance 5 E. Yosemite	Property Maintenance	1/1/2012	9/10/2038	Payee not listed	Property Maintenance 5 E Yosemite		133,118	N	3,000					\$ 3,000
150	Remodel 5 E. Yosemite	Improvement/Infrastructure	7/30/2014	10/30/2014	Contractor unknown	Restore for continued transient use as permitted in grant agmt		350,000	N	350,000					\$ 350,000
152	Carry forward for next period Debt service	Reserves	9/15/2014	9/1/2015	BNYMellon	Debt Service		648,455	N				648,455		\$ 648,455
153	Knox Stinson streetlight project	Improvement/Infrastructure	2/1/2015	6/30/2015	unknown	Final Phase of Streetlight project		131,850	N	30,000					\$ 30,000
154	Adelaide Subdivision	Professional Services	6/10/2015	6/30/2017	Blair Church & Flynn	Engineering and design services		85,000	N	85,000					\$ 85,000
155	Adelaide Subdivision	Improvement/Infrastructure	1/15/2016	6/30/2017	unknown	Demolition of existing structure and lot clearing		50,000	N	50,000					\$ 50,000
156	Adelaide Subdivision	Improvement/Infrastructure	1/15/2016	6/30/2017	unknown	Construction of infrastructure		402,000	N	402,000					\$ 402,000
157									N						\$ -
158									N						\$ -
159									N						\$ -
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185									N						\$ -
186									N						\$ -



Madera City Recognized Obligation Payment Schedule (ROPS 15-16B) - Report of Prior Period Adjustments  
Reported for the ROPS 14-15B (January 1, 2015 through June 30, 2015) Period Pursuant to Health and Safety Code (HSC) section 34186 (Report Amounts in Whole Dollars)

**ROPS 14-15B Successor Agency (SA) Self-reported Prior Period Adjustments (PPA)**Pursuant to HSC Section 34186 (a), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS 14-15B (January through June 2015) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 15-16B (January through June 2016) period will be offset by the SA's self-reported ROPS 14-15B prior period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller.

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
Item #	Project Name / Debt Obligation	Non-RPTTF Expenditures						RPTTF Expenditures										
		Bond Proceeds		Reserve Balance		Other Funds		Non-Admin					Admin					Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 15-16B Requested RPTTF)
		Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS 14-15B distributed + all other available as of 01/1/15)	Net Lesser of Authorized / Available	Actual	Difference (If K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 14-15B distributed + all other available as of 01/1/15)	Net Lesser of Authorized / Available	Actual	Difference (If total actual exceeds total authorized, the total difference is zero)	Net Difference (M+R)
		\$ 3,389,266	\$ 205,930	\$ -	\$ -	\$ 35,000	\$ 22,510	\$ 2,218,067	\$ 1,596,127	\$ 1,596,127	\$ 1,575,502	\$ 20,625	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ -	\$ 20,625
1	1998 Tax Allocation	-		-		-		137,900	137,900	\$ 137,900	137,898	\$ 2						\$ 2
2	2003 Tax Allocation	-		-		-		364,505	364,505	\$ 364,505	364,504	\$ 1						\$ 1
3	2008A Tax Allocation Bond	-		-		-		609,005	609,005	\$ 609,005	609,004	\$ 1						\$ 1
4	2008B Tax Allocation Bond	-		-		-		91,500	91,500	\$ 91,500	91,479	\$ 21						\$ 21
5	BNYMT Trustee fees 1998 Series	-		-		-		5,000	5,000	\$ 5,000	1,500	\$ 3,500						\$ 3,500
6	BNYMT Trustee fees 2003 Series	-		-		-		5,000	5,000	\$ 5,000	1,900	\$ 3,100						\$ 3,100
7	BNYMT Trustee fees 2008 Series & Arbitrage	-		-		-		10,000	10,000	\$ 10,000		\$ 10,000						\$ 10,000
8	Arbitrage Calculations - contract	-		-		-		4,000	4,000	\$ 4,000		\$ 4,000						\$ 4,000
9	Bond Dissemination	-		-		-		-		\$ -		\$ -						\$ -
10	State CalHFA Loan HELP	-		-		-		-		\$ -		\$ -						\$ -
20	Affordable Housing Monitoring	-		-		-		-		\$ -		\$ -						\$ -
21	Property Management	10,000	7,353	-		-		-		\$ -		\$ -						\$ -
22	Public Notice Requirement	-		-		-		-		\$ -		\$ -						\$ -
23	SA & Oversight Board Meeting pre & post	-		-		-		-		\$ -		\$ -						\$ -
24	OSCA GRANT	-		-		-		-		\$ -		\$ -						\$ -
25	Required Public Noticing	-		-		-		-		\$ -		\$ -						\$ -
26	Replacement Housing Obligation program cost	-		-		-		-		\$ -		\$ -						\$ -
27	Commercial Property Liquidation	-		-		-		-		\$ -		\$ -						\$ -
29	Insurance Premiums	-		-		-		-		\$ -		\$ -						\$ -
30	Oversight Board	-		-		-		-		\$ -		\$ -						\$ -
31	Herbicide Property Maintenance	3,000		-		-		-		\$ -		\$ -						\$ -
32	Property Tax Services	-		-		-		-		\$ -		\$ -						\$ -
34	Successor Agency Board Members	-		-		-		-		\$ -		\$ -						\$ -

Madera City Recognized Obligation Payment Schedule (ROPS 15-16B) - Report of Prior Period Adjustments  
Reported for the ROPS 14-15B (January 1, 2015 through June 30, 2015) Period Pursuant to Health and Safety Code (HSC) section 34186 (Report Amounts in Whole Dollars)

**ROPS 14-15B Successor Agency (SA) Self-reported Prior Period Adjustments (PPA)**Pursuant to HSC Section 34186 (a), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS 14-15B (January through June 2015) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 15-16B (January through June 2016) period will be offset by the SA's self-reported ROPS 14-15B prior period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller.

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
Item #	Project Name / Debt Obligation	Non-RPTTF Expenditures						RPTTF Expenditures										
		Bond Proceeds		Reserve Balance		Other Funds		Non-Admin					Admin					Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 15-16B Requested RPTTF)
		Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS 14-15B distributed + all other available as of 01/1/15)	Net Lesser of Authorized / Available	Actual	Difference (If K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 14-15B distributed + all other available as of 01/1/15)	Net Lesser of Authorized / Available	Actual	Difference (If total actual exceeds total authorized, the total difference is zero)	Net Difference (M+R)
		\$ 3,389,266	\$ 205,930	\$ -	\$ -	\$ 35,000	\$ 22,510	\$ 2,218,067	\$ 1,596,127	\$ 1,596,127	\$ 1,575,502	\$ 20,625	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ -	\$ 20,625
35	SA OB Web Development	-		-		-		-		\$ -		\$ -						\$ -
36	Employee Leave Balances	-		-		-		-		\$ -		\$ -						\$ -
38	Riverside Villas	330,000	8,855	-		-		-		\$ -		\$ -						\$ -
39	Midtown Village Subdivision	-		-		-		-		\$ -		\$ -						\$ -
40	MUSD 308 S. J Street	-		-		-		-		\$ -		\$ -						\$ -
43	Avenue 16 Landscape Project	250,000		-		-		-		\$ -		\$ -						\$ -
47	Airport Infrastructure Master Plan	-		-		-		-		\$ -		\$ -						\$ -
48	Southwest Industrial Park Master Plan	70,000	3,858	-		-		-		\$ -		\$ -						\$ -
49	"E" Street Improvement Project	-		-		-		-		\$ -		\$ -						\$ -
53	Successor Agency Employee Cost	-		-		-		-		\$ -		\$ -						\$ -
54	SA Admin Costs	-		-		-		-		\$ -		\$ -		125,000		125,000		\$ -
58	Adell Imp Project	20,000		-		-		-		\$ -		\$ -						\$ -
59	Adell Improvement Project	-		-		-		-		\$ -		\$ -						\$ -
60	Ave 16 Improvements	-		-		-		-		\$ -		\$ -						\$ -
61	Canal Relocation	46,266		-		-		-		\$ -		\$ -						\$ -
62	Laurel Linear Park	10,000		-		-		-		\$ -		\$ -						\$ -
65	Housing Bond Fund Obligations	-		-		-		-		\$ -		\$ -						\$ -
66	Riverwalk Subdivision	1,330,000	8,840	-		-		-		\$ -		\$ -						\$ -
67	Riverwalk Subdivision	360,000		-		-		-		\$ -		\$ -						\$ -
68	Lake/Adell Street Project	-		-		-		-		\$ -		\$ -						\$ -
70	Central Madera Street Project	-		-		-		-		\$ -		\$ -						\$ -
71	Midtown Village	-		-		-		-		\$ -		\$ -						\$ -
72	Midtown Village	-		-		-		-		\$ -		\$ -						\$ -
73	Midtown Village	-		-		-		-		\$ -		\$ -						\$ -
74	Midtown Village	-		-		-		-		\$ -		\$ -						\$ -
75	Project Operations	20,000	4,835	-		-		-		\$ -		\$ -						\$ -
76	Project Operations	6,000	763	-		-		-		\$ -		\$ -						\$ -
77	Project Operations	6,000	34	-		-		-		\$ -		\$ -						\$ -
78	Project Operations	12,000	27	-		-		-		\$ -		\$ -						\$ -

Madera City Recognized Obligation Payment Schedule (ROPS 15-16B) - Report of Prior Period Adjustments  
Reported for the ROPS 14-15B (January 1, 2015 through June 30, 2015) Period Pursuant to Health and Safety Code (HSC) section 34186 (a)  
(Report Amounts in Whole Dollars)

**ROPS 14-15B Successor Agency (SA) Self-reported Prior Period Adjustments (PPA)**Pursuant to HSC Section 34186 (a), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS 14-15B (January through June 2015) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 15-16B (January through June 2016) period will be offset by the SA's self-reported ROPS 14-15B prior period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller.

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
Item #	Project Name / Debt Obligation	Non-RPTTF Expenditures						RPTTF Expenditures										
		Bond Proceeds		Reserve Balance		Other Funds		Non-Admin					Admin					Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 15-16B Requested RPTTF)
		Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS 14-15B distributed + all other available as of 01/1/15)	Net Lesser of Authorized / Available	Actual	Difference (If K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 14-15B distributed + all other available as of 01/1/15)	Net Lesser of Authorized / Available	Actual	Difference (If total actual exceeds total authorized, the total difference is zero)	Net Difference (M+R)
		\$ 3,389,266	\$ 205,930	\$ -	\$ -	\$ 35,000	\$ 22,510	\$ 2,218,067	\$ 1,596,127	\$ 1,596,127	\$ 1,575,502	\$ 20,625	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ -	\$ 20,625
79	Riverwalk Subdivision	-	-	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -
82	Elm & Yosemite Traffic Signal	475,000	5,396	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -
83	SA Project Employee Cost	80,000	67,508	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -
85	Property Maintenance 428 Yosemite	2,000	729	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -
86	Property Maintenance 120 N. E St.	6,000	-	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -
88	Replacement Housing Obligation	-	-	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -
89	Bond Reserve Requirement	-	-	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -
91	NSP3 Projects	-	-	-	-	35,000	22,510	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -
94	CDBG	-	-	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -
95	Property Maintenance 5 E. Yosemite	8,000	1,882	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -
96	State CalHFA Loan HELP	-	-	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -
97	Soil Remediation 1350 Yose All expenditures are reimbursed by Orphan site cleanup grant	-	-	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -
149	2003 Tax Allocation Bond Bond Reserve Requirement	-	-	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -
150	Remodel 5 E. Yosemite	120,000	2,700	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -
151	Loan from City for Sept 2014 Bond Payment	-	-	-	-	-	-	369,217	369,217	\$ 369,217	369,217	\$ -	-	-	-	-	-	\$ -
152	Carry forward for next period Debt service	-	-	-	-	-	-	621,940	-	\$ -	-	\$ -	-	-	-	-	-	\$ -
153	Knox Stinson streetlight project	225,000	93,150	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -

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

BOARD MEETING OF: August 12, 2015  
AGENDA ITEM NUMBER: 4D

APPROVED BY:

  
Executive Director

**Subject:** Consideration of a Resolution Approving the Administrative Budget of the Successor Agency for the Period January 1, 2016 – June 30, 2016

**Summary:** The Successor Agency will consider a resolution approving the Administrative Budget of the Successor Agency for the period January 1, 2016 – June 30, 2016

**HISTORY/BACKGROUND**

ABx126 and AB1484 provide for an administrative cost allowance funded from property tax to pay for certain costs incurred for winding down the affairs of redevelopment agencies. We are limited to \$125,000.00 per ROPS cycle. Other sources to fund administrative costs include:

- Low and Moderate Income Housing Fund Program Income
- Bond Proceeds
- Grants

Administrative costs are those necessary to carry out enforceable obligations. Additionally, the dissolution legislation created a number of new reporting requirements.

**RECOMMENDATION**

Staff recommends the Successor Agency adopt the resolution approving the Administrative Budget for the period January 1, 2016 – June 30, 2016

JET:cm

Attachment:

- Resolution (Agency)
- Administrative Budget



RESOLUTION NO. SA 15-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AS THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, APPROVING THE SUCCESSOR AGENCY ADMINISTRATIVE BUDGET FOR JANUARY 1, 2016 THROUGH JUNE 30, 2016

WHEREAS, in connection with the approval and adoption of the State Budget for Fiscal Year 2011-2012, the California Legislature adopted, and the Governor signed, ABx1 26 (the "Dissolution Act"), which, after the California Supreme Court's ruling on December 29, 2011, has had the effect of dissolving all redevelopment agencies in the State of California; and

WHEREAS, the City of Madera has accepted the designation as the Successor Agency ("Agency") as that term is defined in the Dissolution Act, which has been authorized to wind down the business of the former Madera Redevelopment Agency; and

WHEREAS, Section 34177(j) of the California Health and Safety Code (added by the Dissolution Act) requires the Agency to prepare and approve an Administrative Budget for administrative costs of the Agency for the upcoming six-month fiscal period as provided in Section 34177 and submit to the Oversight Board for its approval.

NOW, THEREFORE the City Council of the City of Madera as the Successor Agency to the former Madera Redevelopment Agency of the City of Madera hereby finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Agency hereby approves the Administrative Budget for administrative costs for the period January 1, 2016 through June 30, 2016 attached hereto as Exhibit A.
3. The Agency authorizes and directs the Executive Director to:
  - (a) Present a copy of the Administrative Budget for administrative costs for the period January 1, 2016 through June 30, 2016 to the Oversight Board for approval.



(b) Upon approval of the Oversight Board, transmit a copy of the Administrative Budget for administrative costs for the period January 1, 2016 through June 30, 2016 by mail or electronic means to the Madera County Auditor-Controller.

4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

EXHIBIT A

SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY  
Administrative Budget FY 2015-16 Partial  
(January 1, 2016 to June 30, 2016)

Description	RPTTF Adm Allowance	Other
TOTAL ADMINISTRATIVE BUDGET	<u>\$125,000</u>	<u>\$263,758</u>

Funding Sources:  
Bond Proceeds  
Low Mod Housing  
Grants  
RPTTF Adm Allowance

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

**BOARD MEETING OF:** August 12, 2015  
**AGENDA ITEM NUMBER:** 5A

**APPROVED BY:**

  
Executive Director

**Subject:** Joint Public Hearing Regarding Consideration of Resolutions Approving 33433 Report and Approval of Sale of Real Property Located at 100 East Seventh Street (APN 007-184-023) to Madera Apiaries

**Summary:** The Agency Board will consider resolutions approving a sales agreement for property located at 100 East Seventh Street. The buyer is Madera Apiaries, General Partner and the sales price is \$240,000.00

## **HISTORY/BACKGROUND**

By previous action, the former Redevelopment Agency acquired property at 100 East Seventh Street. At the time, it was part of an initiative to assemble properties on E Street from Evan's Feed to Olive Avenue. A master plan for the development of the area was prepared by TRIAD Architects and Planning. A downturn in economy and dissolution led to the abandonment of the project. The only properties acquired were the former Madera Tribune and some properties owned by Union Pacific Railroad.

## **SITUATION**

Madera Apiaries, General Partner, proposes to acquire the property for the purpose of remodeling the building into a mixed use business center. The sales price is proposed to be \$240,000.00. This is considered to be fair market value based upon a past appraisal, the existing condition of the building and potential renovation costs. This is also the estimated value that was included in our Long Range Property Management Plan and approved by the Oversight Board and the Department of Finance.

In prior sales, the Agency would typically enter into a Disposition and Development Agreement to insure the project is developed as proposed. The dissolution of redevelopment prohibits us from entering into these agreements on non-housing projects. In order to maintain some element of control it is proposed that escrow not be closed until they are ready to obtain building permits.

## **RECOMMENDATION**

Staff recommends the following actions:

1. The City Council adopt the resolution approving the sale of property at 100 East Seventh Street to Madera Apiaries, General Partner and making related findings. The sales price is \$240,000.00.

2. The Successor Agency adopt the resolution approving sale of property located at 100 East Seventh Street.
3. The Successor Agency adopt the resolution approving the 33433 Report.

JET:cm

Attachments:

-33433 Report

-Resolutions (City & Successor Agency)



**SUMMARY REPORT PURSUANT TO SECTION 33433 OF THE CALIFORNIA COMMUNITY  
REDEVELOPMENT LAW ON A SALES AGREEMENT  
BY AND BETWEEN THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA  
REDEVELOPMENT AGENCY AND MADERA APIARIES, GENERAL PARTNER**

This summary report has been prepared for the Successor Housing Agency to the former Madera Redevelopment Agency ("Agency") pursuant to Section 33433 of the California Health and Safety Code. The site is located at 100 East 7<sup>th</sup> Street and is currently a vacant building.

I. The proposed sale of land to Madera Apiaries, General Partner is summarized as follows:

A. The cost of the Agreement to Agency:

	<b>Description</b>	<b>Amount</b>
1	Acquisition of Land (Sept. 14, 2009)	\$821,200.00
2	Escrow Closing Fees (Sept. 14, 2009)	\$2,987.00
3	Appraisal Services (2009)	\$3,366.00
4	Appraisal Services (10/11/2012)	\$2,244.00
5	Appraisal Services (4/27/2012)	\$1,683.00
6	Environmental Assessment	\$8,750.00
7	Relocation Plan Consultant Fees	\$5,750.00
8	Relocation Assistance	\$23,473.00
9	City Planning – Lot Line Adjustment	\$500.00
10	City Planning – Deed Prep/Recording	\$723.00
11	Public Hearing Notice	\$128.96
12	Estimated Closing Costs	\$592.50
13	Subtotal	\$871,397.46
14	Less Land Sale Proceeds	(\$240,000.00)
15	Net Cost to Agency	\$631,397.46

B. The highest and best use permitted under the City of Madera General Plan is for light commercial-mixed use of the property. The estimated value of the interest conveyed, determined the highest uses permitted for the area is \$240,000.00.

C. The purchase price pursuant to the proposed agreement is \$240,000.00.

D. The amount of the purchase price is fair market value of the subject parcel. The cost of the property to the Agency is more than the purchase price. However, staff is of the opinion that the cost to the Agency and the purchase price are justified based on several factors, including:

1. The proposed agreement will upgrade the Downtown corridor and the Project Area.
2. The project has eliminated a blighted condition.
3. The proposed agreement will stimulate new investment beneficial to the citizens of Madera.
4. The proposed agreement will further the objectives of the Redevelopment Plan.
5. The purchase price is consistent with, and based upon previous sales in the area.

II. Salient Points of the Agreement

A. The proposed building will be remodeled into a mixed use development located at 100 East 7<sup>th</sup> Street in Madera California.

#### B. Developer Responsibilities

1. The Developer will purchase the site from the Agency for \$240,000.00.
2. The Developer will remodel the existing structure.
3. The escrow will be for a period of 180 days in which time the Developer must obtain construction financing and provide the Agency with detailed construction plans and be prepared to pull building permits immediately upon the close of escrow.

#### C. Agency Responsibilities

1. The Agency will convey the property to the Developer for \$240,000.00.

#### III. Blight Elimination

The proposed development as contained in the Agreement is essential to the stimulation of new investment in both the Project Area and Downtown Madera. The vacant building represents a major blighting influence on the area. The project will increase economic activity in the area, thus strengthening the area for future development, while eliminating a blighted condition.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING SALE OF PROPERTY KNOWN AS 100 EAST SEVENTH STREET ACQUIRED BY TAX INCREMENT BY THE FORMER MADERA REDEVELOPMENT AGENCY AND MAKING FINDINGS RELATED THERETO

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

WHEREAS, the Agency has acquired certain property specifically described on Exhibit "A" attached hereto and generally described as 100 East Seventh Street (the "Subject Property"); and

WHEREAS, the sales price for the Subject Property is not less than the fair market reuse value of the parcel based upon past appraisal and existing condition of the building and potential renovation costs; and

WHEREAS, a public hearing concerning sale was duly noticed and came on for hearing on August 12, 2015; and

WHEREAS, the property is sold with a condition that it be used to construct a mixed use business center.

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

1. The above recitals are true and correct
2. The sale of the Subject Property will provide for the construction of a mixed use business center, and is consistent with the implementation plan adopted pursuant to Section 33490

of Community Redevelopment Law, California Government Code  
Sections 33000 et seq.

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

4. The sale of the Subject Property is hereby approved.

5. This resolution is effective immediately upon adoption.

\* \* \* \* \*



**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 007-184-023**

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

That portion of Section 24, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, bounded and described as follows:

Beginning at the most Westerly corner of Lot 35 of Sunmaid Addition, (said Addition being shown and designated by a map recorded November 9, 1944 in Volume 5 Page 123 of Maps, Records of Madera County, California); thence from said point of beginning, along the Southeasterly line of Seventh Street, as shown on said map of Sunmaid Addition, North 50° 05' 00" East, 191.88 feet; thence South 39° 43' 00" East, a distance of 150.00 feet; thence South 50° 05' 00" West 30.00; thence South 39° 43' 00" East, a distance of 105.97 feet; thence South 49° 59' 00" West, a distance of 160.68 feet; thence North 39° 59' 00" West, a distance of 256.25 feet to the point of beginning.

RESOLUTION NO. SA

RESOLUTION OF THE CITY OF MADERA AS SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY MADERA, CALIFORNIA APPROVING THE SALE OF PROPERTY LOCATED AT 100 EAST SEVENTH STREET FOR THE CONSTRUCTION OF MIXED USE BUSINESS CENTER LOCATED IN THE CITY OF MADERA

WHEREAS, Madera Apiaries, has applied to purchase property from the Successor Agency for the construction of a mixed use commercial business center located at 100 East Seventh Street (the "Project"); and

WHEREAS, The proposed project is consistent with the general plan designation of the property as service commercial and commercial.

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

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

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

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

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

2. Based upon the general plan conformity determination dated September 1, 2008, the approval of the sale of the property is in the best interest of the City of Madera, and the Successor Agency finds the proposed project is consistent with the development anticipated in the general plan.

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

4. The Successor Agency to the Former Madera Redevelopment Agency approves the sale of 100 East Seventh Street to Madera Apiaries, for the Project conditioned upon the Developer obtaining building permits for the Site in substantial form of the Agreement on file in the office of the Executive Director of the Successor Agency and approved as to form by the General Counsel of the Successor Agency.

5. This resolution is effective immediately upon adoption.

\* \* \* \* \*

RESOLUTION NO. SA 15-XX

RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, APPROVING AGREEMENT WITH MADERA APIARIES FOR THE PURCHASE AND SALE OF REAL PROPERTY KNOWN AS 100 EAST SEVENTH, IN THE CITY OF MADERA AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT, GRANT DEED AND ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE TRANSACTION ON BEHALF OF THE CITY OF MADERA, AS SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

WHEREAS, the Successor Agency to the Former Madera Redevelopment Agency (the "Agency") has offered for sale to Madera Apiaries (the "Buyer"), one parcel of land (the "Property") in the City of Madera; and

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

WHEREAS, the purchase price of \$240,000.00 to be paid for the Property under the terms of the Agreement is determined to be consistent with the fair market value of the Property; and

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

WHEREAS, the sale of the Property for the amount of \$240,000 is consistent with the Agency's Long Range Property Management Plan which was previously approved by the California Department of Finance.

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

1. The above recitals are true and correct.
2. The Agreement between the Agency and Madera Apiaries, is approved in the amount of



\$240,000.00, and a copy of said agreement can be found in the office of the Executive Director of the Agency for more particulars.

3. The Mayor of the City of Madera as Successor Agency to the former Madera Redevelopment Agency is authorized to execute the Agreement 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 Property and to accept the Property which is deeded to the Agency in accordance with the Agreement.

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

5. This resolution is effective immediately upon adoption.

\* \* \* \* \*

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

The SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter called the "Agency," agrees to sell to Madera Apiaries, a partnership, hereinafter called the "Buyer," the real property described in Exhibit "A" attached hereto (the "Subject Property").

1. The purchase price for the Subject Property shall be the sum of Two Hundred Thousand and no/one hundredths dollars (\$240,000.00) as just compensation therefor.
2. Agency warrants that the Subject Property has been offered for sale and that it is not being acquired under threat of condemnation.
3. Agency represents and warrants that they have the authority to make the agreement herein made, and that they hold fee title to the Subject Property.
4. The sale shall be completed through an escrow to be opened by Chicago Title Company, 1653 North Schnoor Avenue, Suite 107, Madera, CA 93637 (the "Title Company"). Said escrow shall be opened upon the following terms and conditions, and Agency and Buyer by their signature to this Agreement make this section their escrow instructions:
  - a. It is the intent of the parties to this Agreement that the Agency will place into escrow a grant deed to the Subject Property in favor of the Buyer. The Buyer will place into escrow, funds in the amount of the Purchase Price and any costs to be paid by the Buyer.
  - b. The escrow fee, cost of policy of title insurance, recording fees (if any), and all other closing costs shall be paid by Agency. Agency will pay any cost to clear the title to the Subject Property prior to the recording of the grant deed conveying the property to the Buyer.
  - c. Buyer shall deposit the sums specified in Paragraph 1 of this Agreement together with an amount equal to its share of the closing costs in escrow upon receipt of a demand and statement from Title Company therefor.
  - d. Agency shall deposit a duly executed grant deed sufficient to convey to Buyer marketable fee simple title to the Subject Property free and clear of all recorded and unrecorded deeds of trusts, liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:
    - (1). Quasi-public utility, public alley, public street easements, and rights of way of record.
  - e. It is understood that Agency shall be responsible for the payment of all current, delinquent and unpaid taxes, penalties, redemptions, and costs allocable to the Subject Property for all periods prior to close of escrow. Any taxes which have been paid by Agency, prior to opening of this escrow, shall not be prorated between Buyer and Agency. There will be no reimbursement of any taxes to Agency.
  - f. Disbursements to be in the amounts, at the times, and in all respects in accordance with the terms and conditions and subject to the limitations of this Agreement.

g. Buyer shall provide Agency with evidence in a form acceptable to Agency of Buyer's readiness and ability to obtain building permits for the project Buyer intends to construct on the Property. Such evidence shall include, but not be limited to evidence demonstrating completion of plan check for the project and any other prerequisites to obtaining a building permit for the project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[signatures on next page]



BUYER: MADERA APIARIES

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

By: \_\_\_\_\_  
Ubaldo Garcia Hernandez, Partner

By: \_\_\_\_\_  
Martha H. Garcia, Partner

By: \_\_\_\_\_  
Marco A. Garcia Hernandez, Partner

This Agreement is executed by the Seller, by and through the Mayor of the City of Madera, as Successor Agency to the former Madera Redevelopment Agency pursuant to the authority granted by the Agency on \_\_\_\_\_, 2015.

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

APPROVED AS TO FORM:

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

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

ATTEST:

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

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

*ATTACH NOTARY ACKNOWLEDGMENTS*

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 007-184-023**

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

That portion of Section 24, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, bounded and described as follows:

Beginning at the most Westerly corner of Lot 35 of Sunmaid Addition, (said Addition being shown and designated by a map recorded November 9, 1944 in Volume 5 Page 123 of Maps, Records of Madera County, California); thence from said point of beginning, along the Southeasterly line of Seventh Street, as shown on said map of Sunmaid Addition, North 50° 05' 00" East, 191.88 feet; thence South 39° 43' 00" East, a distance of 150.00 feet; thence South 50° 05' 00" West 30.00; thence South 39° 43' 00" East, a distance of 105.97 feet; thence South 49° 59' 00" West, a distance of 160.68 feet; thence North 39° 59' 00" West, a distance of 256.25 feet to the point of beginning.

# CITY OF MADERA REPORT TO THE CITY COUNCIL

CITY COUNCIL MEETING OF: August 12, 2015

AGENDA ITEM NUMBER: 7A

APPROVED BY:

  
Neighborhood Preservation Supervisor

  
Executive Director for Successor Agency

  
City Administrator

**Subject:** Public Hearing and Consideration of a Resolution of the City Council of the City of Madera Confirming Weed Abatement Report and Ordering Cost of Abatement to be a Special Assessment on the Respective Properties

**Summary:** Public Hearing and Adoption of a Resolution Confirming Weed Abatement and Special Assessment

## I. HISTORY/BACKGROUND

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

On March 11, 2015 a City-wide inspection for lots and properties in violation of the Weed Abatement Ordinance was completed and 387 lots were noted in violation. Between April 10, 2015 and April 16, 2015 a Notice of Violation was issued to 218 properties. The deadline for owners to abate their properties was May 31, 2015.

On June 10, 2015 the City Council reviewed the list of the properties that were still in violation, conducted a public hearing, and ordered the abatement. At this public hearing, no objections were noted.

On July 7, 2015, a follow up inspection was made to confirm the status of the violation(s). Of the 51 properties inspected, 46 removed the violation(s) and were in compliance with

the city ordinance and 3 were abated by contractor hired by the City of Madera. This left a total of two properties that were inspected and found to have continuing violations, and therefore scheduled for abatement.

On July 7, 2015 the remaining two (2) properties were abated.

## **II. SITUATION**

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

Property owners may object to the charges for weed abatement levied against their properties. The charges consist of \$150.00 Administrative Fee, Inspection Costs and Contractor's Cost to abate the violation.

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

The costs associated with the cleanup of those properties are identified in the Resolution as Exhibit "A".

## **III. LINKAGE TO VISION 2025**

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

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

**Action 201.3** – Enforce zoning and redevelopment codes and regulations.

## **IV. RECOMMENDATION**

Staff recommends that Council hold a public hearing to hear and consider any objections from affected property owners of the proposed assessments related to the completed weed abatement work and adopt the attached resolution confirming the report and ordering abatement costs to be a special assessment.

Attachment:

- Resolution
- Exhibit A



**RESOLUTION NO:**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA CONFIRMING  
WEED ABATEMENT REPORT AND ORDERING COST OF ABATEMENT TO BE A  
SPECIAL ASSESSMENT**

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

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

WHEREAS, the parcels of land listed on Exhibit "A" attached hereto have been abated on July 7, 2015; and

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

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

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

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

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

1. The above recitals are true and correct.
2. All written or oral protests or objections to said report and assessment list have been considered.

3. The report and assessment list is in all respects complete and correct and is hereby confirmed. The amounts of the cost for abating the nuisance are confirmed and those remaining unpaid, as shown on Exhibit "A" attached hereto, shall constitute special assessments against the respective parcels of land and are a lien on the property for the amount of the respective assessment.
4. The unpaid assessments shown on Exhibit "A" shall be entered upon the 2015-2016 tax roll against the parcels of land and shall be collected at the same time and in the same manner as general City taxes, be subject to the same interest and penalties, and be subject to the same procedure and sale in case of delinquency. All laws and ordinances applicable to the levy, collection and enforcement of City taxes are hereby made applicable to this special assessment.
5. This resolution is effective immediately after adoption.

\* \* \* \* \*

**EXHIBIT "A"**

<b>City of Madera Weed Abatement Assessment Report</b>		
<b>Parcel Number</b>	<b>Property Owner Name</b>	<b>Amount Due</b>
003-093-008	Narcisco & Ana B. Puentes	\$265.67
003-240-019	Richard J. Bosio	\$302.00