

**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**

August 12, 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/Commissioner Charles F. Rigby  
Council Member/Vice-Chairperson Derek O. Robinson Sr.

Absent: None

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

City of Madera staff members present Neighborhood Preservation Supervisor Viola Rodriguez, Neighborhood Preservation Specialist Steve Montes, Neighborhood Preservation Specialist Maribel Hernandez and Neighborhood Outreach Assistant Christina Herrera

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Mayor Poythress

**PUBLIC COMMENT – REGULAR SESSION**

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

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

*Mayor Robert Poythress recessed the Joint Special Meeting of the Madera City Council, Regular Meeting of the Madera City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Madera City Council as the Successor Housing Agency at 6:03 p.m.*

*Housing Authority Chairperson Donald Holley opened the Regular Meeting of the Housing Authority of the City of Madera, calling for items as listed on the agenda. The Housing Authority meeting was adjourned at 6:11 p.m.*

*Mayor Robert Poythress reconvened the Joint Special Meeting of the Madera City Council, Regular Meeting of the Madera City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Madera City Council as the Successor Housing Agency at 6:12 p.m.*

## **PRESENTATIONS:**

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

## **2. WORKSHOP:**

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

*Announcement by Secretary:*

*Per Government Code Section 54957.5, members of the public are advised, that less than 72 Hours prior to this evening's meeting, Items 3J and 7A was provided to the City Council and staff. If you wish to obtain a copy of these items, they are located on the podium.*

*Mayor Poythress called for the items as listed on the Consent Calendar.*

## **3. CONSENT CALENDAR**

- 3A. Minutes of the Joint Meeting of the Special Meeting of the Madera City Council, Regular Meeting of the City Council as the Successor Agency to the former Madera Redevelopment Agency and Special Meeting of the Successor Housing Agency – July 8, 2015 (City/Successor Agency/Successor Housing Agency)**
- 3B. Listing of Warrants Issued from July 1, 2015 to July 31, 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 July 31, 2015 (City)**
- 3G. Consideration of a Resolution Approving a Lease Agreement with Alejandro Lopez for Agency-Owned Property Located at 303 East Central Avenue (Successor Housing Agency)**
- 3H. Consideration of a Resolution Approving a Lease Agreement with Jorge Garcia and Juana Pacheco for Agency-Owned Property Located at 1220 Nebraska Avenue (Successor Housing Agency)**
- 3I. Consideration of a Resolution Approving a Lease Agreement with Francisco Marquez and Estela Pacheco for Agency-Owned Property Located at 1224 Nebraska Avenue (Successor Housing Agency)**
- 3J. 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 (City)**
- 3K. Investment Report for the Quarter Ending June 30, 2015 (Successor Agency)**

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

*On motion by Council Member Bomprezzi, seconded by Council Member Holley the Consent Calendar was approved unanimously as presented by the following 7/0 vote: Ayes: Council Members Poythress, Oliver, Robinson, Bomprezzi, Rigby, Medellin and Holley; Noes: None; Abstain: None; Absent: None; resulting in the unanimous approval of the Minutes of the Joint Meeting of the Special Meeting of the Madera City Council, Regular Meeting of the City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Successor Housing Agency for July 8, 2015 and Resolutions SHA 15-15, SHA 15-16, SHA 15-17 and CC 15-175*

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

##### **4A. Report on National Night Out (Successor Agency)**

Neighborhood Outreach Assistant Herrera provided the Council a presentation of the events that took place at National Night Out on August 4, 2015. The National Night Out Committee was comprised of Madera Neighborhood Revitalization, Parks and Recreation, Madera Police Department, Housing Authority and Madera County Probation. Madera Police Department donated shirts to staff and neighborhood captains. There was a poster contest with a 103 entries. There were five winners. Prizes were donated by:

- ✓ GBS donated bicycles.
- ✓ Les Schwab Tires donated a tablet.
- ✓ Madera County Probation donated a tablet.

Mayor Poythress stated that the heroes of this event are the citizens. He asked if they would come forward with their comments and feedback:

- Ren Carter (Director of Marketing from Cedar Creek Senior Living) There are approximately 102 residents at Cedar Creek. The idea of getting involved with multi-generational activities is very important to their well being. So when we have an opportunity to do something like this, it is really important to them and they are inviting the public into their home. Thanks to you and your staff.
- Hayley Gonzales stated they always have a great time at National Night Out. We always do Rite Aid ice cream and our neighbors really enjoy it. A lot of our neighbors come out and we always meet new ones. It is always a nice way to getting the neighbors out and meeting new people. Thanks to staff, City Council and law enforcement. The kids just love having the police and probation out there. It is a nice time and we appreciate it.
- Andrea Keller (Ironwood Neighborhood). National Night Out is geared more towards the children with the block parties for the adults. Every time we do something we have somebody new from the neighborhood that attends. We get to meet all the kids and who their parents are. It makes it really nice.
- Rocio (Property Manager from Madera Family Apartments) the residents challenged Council Member Medellin to a potato sack race. We had a lot of fun.

Council Member Holley thanked driver Steve Montes. It was a lot of fun this year. A resident at the Stanford Neighborhood started with a very small group. What I liked about her is that she did not give up and stayed out until the event was over.

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

Council Member Oliver thanked neighborhood leaders. It goes beyond Neighborhood Watch and National Night Out. These are neighborhood teams and are very much a part of our team here at the City and we are going to be a much stronger community working together. I also wanted to credit staff for not only driving us around but being all hands on deck when a constituent raised a concern. Thanked staff for putting in all the hard work, especially Christina.

##### **4B. Code Enforcement Major Case Summary (City)**

Neighborhood Preservation Specialist Hernandez presented images depicting the violations and eventual emergency abatement at the property located at 1200 Lacrete Avenue. This was an abandoned and vacant home and has been open since 2011. The property is located in District 4, between two schools and right in the middle of a neighborhood. There was a very successful National Night Out event nearby at Jericho Drive and Lacrete Avenue. Throughout the years, the property has not improved, it has only gotten worse. Although, there were numerous attempts to contact the property owner, he has yet to respond. He has other properties in Madera that are in similar condition. The Police Department was called out several times because this home was not secured and vagrants had access to inside. On July 7, 2015 there was a fire, and the Fire Department confirmed that vagrants were getting into the property and most likely that was how the fire was started. The property was in bad shape and open and accessible. There was overgrowth and a tree on this property was touching the roof the property next door. If this property were to catch fire again, most likely it could catch the house next door on fire. We attempted to notify the

property owner again of what we were doing, and still no response. The property was cleaned and boarded up. It was important that the property was secured so that there was no more access to it. Council Medellin stated that Neighborhood Preservation Specialist did a great job on her presentation and thought it was fitting that her presentation was after the National Night Out. Because National Night out is about building neighborhoods, engaging those neighborhoods and having that connection between them and City Hall. When you have a house that looks like that, the real victims are the neighbors, the people that have to live next to this house. So when a bank decides to neglect or let the property go, or visits the property three (3) or six (6) months. All the while our neighbors have to live next to that. Some people believe that Code Enforcement is all about fining people, when it is about improving those neighborhoods. So I appreciate what you have done and your team. It was a fantastic presentation. Neighborhood Preservation Specialist Hernandez clarified that this property was owned by an individual not a bank.

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

**4C. Consideration of a Resolution Adopting the Madera Recognized Obligation Payment Schedule 15-16B (ROPS) Representing the Period January 1, 2016 to June 30, 2016 (Successor Agency)**

Business Manager Wilson stated that this ROPS 15-16B covers the period January 1, 2016 to June 30, 2016. These are due every six months and are required since the dissolution of the Redevelopment Agency. ROPS requests the tax increment we going to receive in January. So we list all of our obligations to receive new tax increment or now known as Redevelopment Property Tax Trust Funds. So we are basically down to asking for funds for the bond payment, debt service payments and on this period we are carrying over tax increment RPTTF for this September payment. The reason you have to carry it over from this period, is because the June distribution does not have enough available to cover the next six month period. We have it all worked out and we can carry over the funds from this period.

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

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

SA 15-08 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

*On motion by Council Member Holley, seconded by Council Member Robinson, **Resolution Number SA15-08** was approved unanimously as presented by the following 7/0 vote: Ayes: Council Members Poythress, Oliver, Robinson, Bomprezzi, Rigby, Medellin and Holley; Noes: None; Abstain: None; Absent: None.*

**4D. Consideration of a Resolution Approving the Administrative Budget of the Successor Agency for the Period January 1, 2016 to June 30, 2016 (Successor Agency)**

Business Manager Wilson stated that a separate administrative budget is required to be submitted each ROPS period. It is highlighting that we will be spending \$125,000.00 on administrative costs for salaries, utilities, copier and janitorial expenses.

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

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

SA 15-09 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

On motion by Council Member Holley, seconded by Council Member Oliver, **Resolution Number SA 15-09** was approved unanimously as presented by the following 7/0 vote: Ayes: Council Members Poythress, Oliver, Robinson, Bomprezzi, Rigby, Medellin and Holley; Noes: None; Abstain: None; Absent: None.

## **5. AGREEMENTS**

### **5A. Joint Public Hearing Regarding Consideration of Resolutions Approving 33433 Report and Sale of Property at 100 East Seventh Street (APN 007-184-023) to Madera Apiaries, General Partner (City/Successor Agency)**

Executive Director Taubert reported that this is a joint public hearing between the City Council and the Successor Agency regarding the sale of land purchased by the former Madera Redevelopment Agency. In the mid 2000s, we attempted to assemble properties on South E Street from Evan's Feed to Olive Avenue. A downturn in the economy and dissolution led to the abandonment of the project. At this time we are trying to sell those properties that we acquired. Madera Apiaries is a general partnership and they would like to acquire the former Madera Tribune for the purpose of remodeling the building into a mixed use business center. The sales price is proposed to be \$240,000.00, which is considered to be fair market value. This is also the estimated value that was included in our Long Range Property Management Plan and approved by the State of California. In housing, we typically enter into a Disposition and Development agreement which allows us to control development of that property. This because Successor Housing Agency is not subject to State review, however the Successor Agency is subject to State review and we are prohibited from entering into a Disposition and Development Agreement for the sale of this property. We are proposing that we do not allow escrow to close on this property until they are ready to obtain building permits.

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

Mayor Poythress opened the public hearing at 6:45 p.m.

There being no other speakers, the public hearing was closed at 6:45 p.m.

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

CC 15-176 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

On motion by Council Member Holley, seconded by Council Member Robinson, **Resolution Number CC 15-176** was approved unanimously as presented by the following 7/0 vote: Ayes: Council Members Poythress, Oliver, Robinson, Bomprezzi, Rigby, Medellin and Holley; Noes: None; Abstain: None; Absent: None.

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

SA 15-10 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

On motion by Council Member Rigby, seconded by Council Member Holley, **Resolution Number SA 15-10** was approved unanimously as presented by the following 7/0 vote: Ayes: Council Members Poythress, Oliver, Robinson, Bomprezzi, Rigby, Medellin and Holley; Noes: None; Abstain: None; Absent: None.

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

SA 15-11 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

*On motion by Council Member Robinson, seconded by Council Member Bomprezzi, **Resolution Number SA 15-11** was approved unanimously as presented by the following 7/0 vote: Ayes: Council Members Poythress, Oliver, Robinson, Bomprezzi, Rigby, Medellin and Holley; Noes: None; Abstain: None; Absent: None.*

## **6. HOUSING**

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

## **7. GENERAL**

### **7A. 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 (City)**

Neighborhood Preservation Supervisor Rodriguez stated that this is a noticed public hearing for one property that we are looking to get confirmed as a special assessment. This is an update to the ongoing reporting on the status of the weed abatement process. At the last meeting, it was reported that from the initial list of 387 properties that were not in compliance at that time, five (5) had to be abated by the City of Madera. Out of the five (5) properties, four (4) have been paid in full, which leaves only one (1) property that has not paid their balance. At this time we are recommending that City Council hold a public hearing to hear and consider any objections from the affected property owner, the proposed assessments are related to the weed abatement work and adopt the resolution confirming the report and order the abatement costs to be a special assessment.

Council Member Holley asked why was Exhibit A was amended from one (1) to two (2) properties? Neighborhood Preservation Supervisor Rodriguez responded that one (1) of the property owners listed has paid.

Mayor Poythress opened the public hearing at 6:48 p.m.

There being no other speakers, the public hearing was closed at 6:48 p.m.

No other comments or questions were offered.

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

CC 15-177 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 motion by Council Member Bomprezzi, seconded by Council Member Robinson, **Resolution Number CC 15-177** was approved unanimously as presented by the following 7/0 vote: Ayes: Council Members Poythress, Oliver, Robinson, Bomprezzi, Rigby, Medellin and Holley; Noes: None; Abstain: None; Absent: None.*

## **8. AGENCY MEMBER REPORTS**

Council Member Robinson had nothing to report.

Council Member Bomprezzi had nothing to report.

Council Member Holley thanked the team for National Night Out. Great job.

Council Member Medellin thanked neighborhood captains for being here. Thanked Christina, Jim and Neighborhood Revitalization staff. We have over fifty (50) neighborhood watches. We currently have thirty-three (33) National Night Out block parties. I look forward to next year where we will probably have fifty (50) National Night Out neighborhoods.

Mayor Pro Tem Oliver had nothing to report.

Council Member Rigby thanked fellow Council Members for having his back during the National Night Out event. The first Tuesday in August will be set aside on his calendar forever. Mayor Poythress responded that there may be a map with lines for the City as far as districts, but everyone on this City Council has everybody's back. As far as he is concerned there are no districts, if you are a City Council Member, you serve the City of Madera. If you need anybody up here and you are unable contact your council person, everyone else is available.

**9. CLOSED SESSION**

There are no items for this section.

**10. ADJOURNMENT**

*Mayor Poythress adjourned the Joint Special Meeting of the Madera City Council, Regular Meeting of the Madera City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Madera City Council as the Successor Housing Agency at 6:52 p.m.*

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Claudia Mendoza, Recording Secretary

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Robert Poythress, Mayor

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**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: September 9, 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:

August 1, 2015 to August 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:	#10596 - #10619	\$300,000.50
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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  
SEPTEMBER 9, 2015

CHECK	PAYDATE	ISSUED TO	DESCRIPTION	AMOUNT
010596	8/6/2015	CITY OF MADERA	APR 2015 PAYROLL AND OTHER EXPS PAID BY CITY	59,847.41
010597	8/6/2015	JOHNSON REAL ESTATE APPRAISAL	APPRAISAL 1220 NEBRASKA	800.00
010598	8/6/2015	MADERA CLEANERS AND LAUNDRY INC.	SLATE MAT SERVICES	13.50
010599	8/6/2015	MENDOZA, CLAUDIA	MILEAGE REIMB FOR 7/1/14-6/30/15	135.01
010600	8/6/2015	P G AND E	07/15 UTILITY SVS 2000655655-7	1,760.37
010601	8/6/2015	PURL'S SHEET METAL & AIR CONDITIONING	REPAIRS TO AGENCY OWNED PROPERTY	1,724.13
010602	8/6/2015	RICOH USA, INC.	LEASE OF COPIER AUGUST 2015	203.67
010603	8/6/2015	SANDY'S HOUSEKEEPING & JANITORIAL	CUSTODIAL SVS FOR AUGUST 2015	425.00
010604	8/13/2015	CHICAGO TITLE	ACQUISITION COSTS FOR 728 LILLY ST	201,558.00
010605	8/25/2015	THE BANK OF NEW YORK MELLON	1998 TAX ALLOC BOND ADMIN FEE	1,674.10
010606	8/25/2015	CA DEPARTMENT OF TRANSPORTATION	STATE FURNISHED MATERIALS YOSE/ELM SIGNAL	6,765.59
010607	8/25/2015	MADERA CLEANERS AND LAUNDRY INC.	MAT SERVICE	4.50
010608	8/25/2015	NORTHSTAR ENGINEERING GROUP INC	SW INDUSTRIAL PLAN JULY 2015	480.00
010609	8/25/2015	QUAD-KNOPF	ADELL ST IMPRVMTS 06/21-07/18 PROG PMT	2,951.30
010610	8/25/2015	RICOH USA, INC.	COPIER MAINTENANCE FEE FOR PERIOD 07/15	15.87
010611	8/25/2015	SHRED-IT USA-FRESNO	DOCUMENT SHREDDING SVS 08/03/2015	81.42
010612	8/25/2015	S.I.M. ARCHITECTS, INC.	5 E YOSEMITE DEPOT REMODEL	240.00
010613	8/25/2015	TERMINIX INTERNATIONAL	PEST CONTROL SVS	29.00
010614	8/25/2015	VERIZON WIRELESS	JULY 2015 CELLPHONE USAGE	114.37
010615	8/27/2015	CITY OF MADERA	08/15 UTILITIES 5 E YOSEMITE AVE	419.63
010616	8/27/2015	MADERA TRIBUNE	PUBLIC HEARING NOTICE FOR SALE OF 100 E 7TH	128.96
010617	8/27/2015	MADERA UNIFIED SCHOOL DIST.	CONSTRUCTION LOAN DRAW #3-308 S "J" ST	20,000.00
010618	8/27/2015	RICOH USA, INC.	LEASE OF COPIER SEPT 2015	203.67
010619	8/27/2015	SANDY'S HOUSEKEEPING & JANITORIAL	CUSTODIAL SVS FOR SEPT 2015	425.00

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

**300,000.50**

# CITY OF MADERA REDEVELOPMENT AGENCY REPORT TO SUCCESSOR AGENCY BOARD

SUCCESSOR AGENCY MEETING OF SEPTEMBER 9, 2015

SUCCESSOR AGENCY ITEM NUMBER 3C/3D

APPROVED BY

  
FINANCE DEPARTMENT

  
SUCCESSOR AGENCY EXECUTIVE DIRECTOR

  
SUCCESSOR AGENCY MANAGER

**Subject:** Monthly Financial Reports

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

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

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

## CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

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

For All Revenue, Expense Accounts  
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015  
To 08/31/2015

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	237.23-	237.23-	0.00	237.23	0.00
2001-8190	Rental Income	6,100.00-	6,100.00-	0.00	6,100.00	0.00
2001-8671	Sale of Real Estate	50,000.00-	50,000.00-	0.00	50,000.00	0.00
	NET Account: Revenue:	56,337.23-	56,337.23-	0.00	56,337.23	0.00
<b>Account: Expense</b>						
2001-1010	Salaries - Full-time	3,610.00	3,610.00	0.00	3,610.00-	0.00
2001-1020	Salaries - Part-time	181.04	181.04	0.00	181.04-	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	775.54	775.54	0.00	775.54-	0.00
2001-2002	Long Term Disability Insurance	9.24	9.24	0.00	9.24-	0.00
2001-2003	Life Insurance Premiums	2.20	2.20	0.00	2.20-	0.00
2001-2004	Worker's Compensation Insurance	300.93	300.93	0.00	300.93-	0.00
2001-2005	Medicare Tax - Employer's Share	36.76	36.76	0.00	36.76-	0.00
2001-2007	Deferred Compensation - Part-time	6.79	6.79	0.00	6.79-	0.00
2001-2008	Deferred Compensation - Full-time	551.50	551.50	0.00	551.50-	0.00
2001-2009	Unemployment Insurance Premiums	0.73	0.73	0.00	0.73-	0.00
2001-2010	Section 125 Benefit Allow.	349.05	349.05	0.00	349.05-	0.00
2001-3001	Gas and Electric Utilities	680.44	680.44	0.00	680.44-	0.00
2001-3002	Telephone and Fax Charges	33.34	33.34	0.00	33.34-	0.00
2001-3011	Advertising - Bids and Legal Notice	128.96	128.96	0.00	128.96-	0.00
2001-3040	Contracted Services	1,550.37	1,550.37	0.00	1,550.37-	0.00
2002-3069	Disposal Costs	1,196.00	1,196.00	0.00	1,196.00-	0.00
2002-3802	Acquisition / Demolition	237,946.16	237,946.16	0.00	237,946.16-	0.00
	NET Account: Expense:	244,833.02	244,833.02	0.00	244,833.02-	0.00
	TOTAL Fund 40200: Low/Mod Hsg TI Housing Asset:	188,495.79	188,495.79	0.00	188,495.79-	0.00

For All Revenue, Expense Accounts  
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015  
To 08/31/2015

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
<b>Account: Expense</b>						
3001-3135	Lease Property Maintenance	1,724.13	1,724.13	0.00	1,724.13-	0.00
	NET Account: Expense:	1,724.13	1,724.13	0.00	1,724.13-	0.00
	TOTAL Fund 40300: Non Housing Tax Incr - RPTTF:	1,891,971.87-	1,891,971.87-	0.00	1,891,971.87	0.00

For All Revenue, Expense Accounts  
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015  
To 08/31/2015

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	22,512.70	22,512.70	0.00	22,512.70-	0.00
3501-1020	Salaries - Part-Time	1,345.25	1,345.25	0.00	1,345.25-	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	4,836.63	4,836.63	0.00	4,836.63-	0.00
3501-2002	Long Term Disability Insurance	50.00	50.00	0.00	50.00-	0.00
3501-2003	Life Insurance Premiums	11.86	11.86	0.00	11.86-	0.00
3501-2004	Worker's Compensation Insurance	1,882.99	1,882.99	0.00	1,882.99-	0.00
3501-2005	Medicare Tax - Employer's Share	518.83	518.83	0.00	518.83-	0.00
3501-2007	Deferred Compensation - Part-Time	50.44	50.44	0.00	50.44-	0.00
3501-2008	Deferred Compensation - Full-time	3,057.23	3,057.23	0.00	3,057.23-	0.00
3501-2009	Unemployment Insurance Premiums	18.26	18.26	0.00	18.26-	0.00
3501-2010	Section 125 Benefit Allow.	1,887.45	1,887.45	0.00	1,887.45-	0.00
3501-3001	Gas and Electric Utilities	3,330.35	3,330.35	0.00	3,330.35-	0.00
3501-3002	Telephone and Fax Charges	180.22	180.22	0.00	180.22-	0.00
3501-3003	Cellular Phone and Pager Charges	233.39	233.39	0.00	233.39-	0.00
3501-3020	Mileage Reimbursement	135.01	135.01	0.00	135.01-	0.00
3501-3040	Contracted Services	2,029.43	2,029.43	0.00	2,029.43-	0.00
3501-3115	Taxes and Assessments	113.69	113.69	0.00	113.69-	0.00
3501-3130	Building Supplies, Keys and Repairs	87.00	87.00	0.00	87.00-	0.00
	NET Account: Expense:	47,332.79	47,332.79	0.00	47,332.79-	0.00
	TOTAL Fund 57500: Administrative Allowance Fund:	47,332.79	47,332.79	0.00	47,332.79-	0.00

For All Revenue, Expense Accounts  
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015  
To 08/31/2015

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	200.00-	200.00-	0.00	200.00	0.00
	NET Account: Revenue:	200.00-	200.00-	0.00	200.00	0.00
<b>Account: Expense</b>						
5001-1010	Salaries - Full-time	3,610.00	3,610.00	0.00	3,610.00-	0.00
5001-1020	Salaries - Part-time	181.04	181.04	0.00	181.04-	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	775.54	775.54	0.00	775.54-	0.00
5001-2002	Long Term Disability Insurance	9.24	9.24	0.00	9.24-	0.00
5001-2003	Life Insurance Premiums	2.20	2.20	0.00	2.20-	0.00
5001-2004	Worker's Compensation Insurance	300.93	300.93	0.00	300.93-	0.00
5001-2005	Medicare Tax - Employer's Share	36.76	36.76	0.00	36.76-	0.00
5001-2007	Deferred Compensation - Part-time	6.79	6.79	0.00	6.79-	0.00
5001-2008	Deferred Compensation - Full-time	551.50	551.50	0.00	551.50-	0.00
5001-2009	Unemployment Insurance Premiums	0.73	0.73	0.00	0.73-	0.00
5001-2010	Section 125 Benefit Allow.	349.05	349.05	0.00	349.05-	0.00
5001-3001	Gas and Electric Utilities	161.76	161.76	0.00	161.76-	0.00
5001-3002	Telephone and Fax Charges	33.34	33.34	0.00	33.34-	0.00
5001-3040	Contracted Services	0.37	0.37	0.00	0.37-	0.00
5001-3115	Taxes and Assessments	34.13	34.13	0.00	34.13-	0.00
5002-3814	Adell Improvement Project	5,785.50	5,785.50	0.00	5,785.50-	0.00
5003-3807	Building Development Depot Building	240.00	240.00	0.00	240.00-	0.00
5004-3804	SouthWest Industrial Infract. Study	480.00	480.00	0.00	480.00-	0.00
5012-3810	Traffic Signal-Yosemite and Elm	6,765.59	6,765.59	0.00	6,765.59-	0.00
	NET Account: Expense:	16,798.44	16,798.44	0.00	16,798.44-	0.00
	TOTAL Fund 60500: Non Housing Bond Proceeds:	16,598.44	16,598.44	0.00	16,598.44-	0.00

For All Revenue, Expense Accounts  
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015  
To 08/31/2015

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	2,093.47	2,093.47	0.00	2,093.47-	0.00
	NET Account: Revenue:	2,093.47	2,093.47	0.00	2,093.47-	0.00
<b>Account: Expense</b>						
4002-3040	Contracted Services	1,674.10	1,674.10	0.00	1,674.10-	0.00
	NET Account: Expense:	1,674.10	1,674.10	0.00	1,674.10-	0.00
	TOTAL Fund 80400: Debt Service Fund:	3,767.57	3,767.57	0.00	3,767.57-	0.00
	REPORT TOTALS:	1,635,777.28-	1,635,777.28-	0.00	1,635,777.28	0.00

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

For All Revenue, Expense Accounts  
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015  
To 08/31/2015

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
<b>Fund 10800: Code Enforcement</b>						
<b>Dept 414: Community Development - Code Enforcement</b>						
<b>Account: Revenue</b>						
2380-8076	Abandoned Property Registration fees	605.00-	605.00-	10,000.00-	9,395.00-	6.05
2380-8203	Background Check Service Fee	25.00-	25.00-	300.00-	275.00-	8.33
2380-8227	Vacant Building Ordinance	900.00-	900.00-	4,500.00-	3,600.00-	20.00
2380-8228	Graffiti Ordinance	151.76-	151.76-	0.00	151.76	0.00
2380-8551	Fines and Penalties for Violations	91,415.50-	91,415.50-	425,000.00-	333,584.50-	21.51
2380-8554	Vehicle Abatement Fee	0.00	0.00	48,000.00-	48,000.00-	0.00
2380-8556	Foreclosure Revenues	17,699.34-	17,699.34-	45,000.00-	27,300.66-	39.33
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	1,305.66-	1,305.66-	65,000.00-	63,694.34-	2.01
2381-8334	Interfund Charges - CDBG	0.00	0.00	400,000.00-	400,000.00-	0.00
NET Account: Revenue:		112,565.18-	112,565.18-	1,027,800.00-	915,234.82-	10.95
<b>Account: Expense</b>						
2425-1010	Salaries / Full-time	57,540.85	57,540.85	528,790.00	471,249.15	10.88
2425-1020	Salaries / Part-time	14,242.05	14,242.05	119,547.00	105,304.95	11.91
2425-1030	Salaries / Overtime	289.08	289.08	0.00	289.08-	0.00
2425-1040	Salaries - Leave Payout	10,253.53	10,253.53	9,241.00	1,012.53-	110.96
2425-1050	Salaries / Uniform Pay	1,000.00	1,000.00	1,000.00	0.00	100.00
2425-2000	Public Employees Retirement System	14,034.94	14,034.94	123,696.00	109,661.06	11.35
2425-2002	Long Term Disability Insurance	204.18	204.18	1,786.00	1,581.82	11.43
2425-2003	Life Insurance Premiums	70.46	70.46	593.00	522.54	11.88
2425-2004	Worker's Compensation Insurance	5,475.44	5,475.44	56,242.00	50,766.56	9.74
2425-2005	Medicare Tax - Employer's Share	1,117.20	1,117.20	9,959.00	8,841.80	11.22
2425-2007	Deferred Compensation / Part-time	462.96	462.96	2,486.00	2,023.04	18.62
2425-2008	Deferred Compensation / Full-time	6,130.17	6,130.17	33,573.00	27,442.83	18.26
2425-2009	Unemployment Insurance	122.45	122.45	4,188.00	4,065.55	2.92
2425-2010	Section 125 Benefit Allow.	18,540.64	18,540.64	172,297.00	153,756.36	10.76
2425-3001	Gas and Electric Utilities	0.00	0.00	11,000.00	11,000.00	0.00
2425-3002	Telephone and Fax Charges	355.52	355.52	7,000.00	6,644.48	5.08
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	324.99	324.99	13,000.00	12,675.01	2.50
2425-3020	Mileage Reimbursement	0.00	0.00	500.00	500.00	0.00
2425-3025	Vehicle Fuel, Supplies & Maintenance	519.21	519.21	18,000.00	17,480.79	2.88
2425-3037	Weed Abatement Expense	721.00	721.00	65,000.00	64,279.00	1.11
2425-3040	Contracted Services	2,665.74	2,665.74	104,000.00	101,334.26	2.56
2425-3050	Bad Debt Expense	12.00-	12.00-	3,000.00	3,012.00	0.40-
2425-3120	Other Supplies	1,122.74	1,122.74	23,500.00	22,377.26	4.78
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	91.46	91.46	600.00	508.54	15.24
2425-4005	Interfund Charges - Vehicle Repairs	1,630.00	1,630.00	19,494.00	17,864.00	8.36
2425-4007	Interfund Charges - Vehicle Replacem	1,137.00	1,137.00	13,567.00	12,430.00	8.38
2425-4018	Interfund Charges-Computer Maint.	4,714.00	4,714.00	56,447.00	51,733.00	8.35
2425-4020	Interfund Charges - Computer Replace	1,218.00	1,218.00	14,616.00	13,398.00	8.33
2425-6002	Lease Payment	0.00	0.00	7,730.00	7,730.00	0.00
NET Account: Expense:		143,971.61	143,971.61	1,441,477.00	1,297,505.39	9.99
TOTAL Dept 414: Community Development - Code Enforcement:		31,406.43	31,406.43	413,677.00	382,270.57	7.59
TOTAL Fund 10800: Code Enforcement:		31,406.43	31,406.43	413,677.00	382,270.57	7.59

For All Revenue, Expense Accounts  
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015  
To 08/31/2015

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
<b>Fund 10865: LEA Tire Grant</b>						
<b>Dept 432: LEA Tire Grant</b>						
<b>Account: Revenue</b>						
2427-8428	Current Year Allocation-LEA Grant	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-
<b>Dept 436: Tire Amnesty Grant</b>						
<b>Account: Revenue</b>						
2428-8455	Tire Amnesty Grant	52,791.00-	52,791.00-	39,649.00-	13,142.00	133.15
	NET Account: Revenue:	52,791.00-	52,791.00-	39,649.00-	13,142.00	133.15
<b>Account: Expense</b>						
2428-1010	Salaries / Full-time	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:	52,791.00-	52,791.00-	349.00	53,140.00	0.00
	TOTAL Fund 10865: LEA Tire Grant:	58,687.82-	58,687.82-	534.00	59,221.82	0.00
	REPORT TOTALS:	27,281.39-	27,281.39-	414,211.00	441,492.39	6.59-

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

## REPORT TO THE CITY COUNCIL

MEETING OF: September 9, 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 116 registered foreclosures and we are monitoring 205 properties that are in default. Notices of Violations have been recorded on 350 properties.
- We are monitoring 37 Abandoned Buildings. To date, 15 are registered and Notices of Violations have been recorded on 50 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 AUGUST 1 – AUGUST 31, 2015

### Code Enforcement Activities

	Activity	Total for Month	Year to Date (From 7/1/2015)
1.	Files Opened	154	334
2.	Files Closed	179	331
3.	Remaining Active Files	948	N/A
4.	Citations Issued	31	79
*5.	Abandoned Vehicles Tagged	72	139
*6.	Abandoned Vehicles Towed	6	6
*7.	Abandoned Vehicles Removed	73	123
**8.	Foreclosed Properties Sold	7	12

\*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 ( 7 ) Foreclosure Properties Sold, there were ( 1 ) additional Foreclosure cases closed due to cancellation of foreclosure sales in this month.

### Anti-Graffiti Activities

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

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

	Activity	Total for Month	Year to Date (From 7/1/2015)
1.	Incidences Removed by Empowered Citizens/Property Owners	100	140
2.	Total Number of Empowered Citizens	2	1,832
3.	Public Presentations	5	10
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	\$18,675.00	\$52,675.00
2.	Fines/Citations, Penalties, and Enforcement Fees <i>Collected</i> For Fiscal Year	\$71,062.50	\$91,415.50
3.	Registration Fees for Vacant/Abandoned Buildings and Foreclosed Properties <i>Collected</i> For Fiscal Year	\$1,005.00	\$1,505.00
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	0	1	\$0.00	\$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: September 9, 2015

AGENDA ITEM NUMBER: 3F

APPROVED BY:

  
for Executive Director

**Subject: Code Enforcement Funds Collection Report for Period Ending August 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	\$83,589											\$110,772

## **RECOMMENDATION**

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

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

**BOARD MEETING OF:** September 9, 2015  
**AGENDA ITEM NUMBER:** 6A

**APPROVED BY:**



**Business Manager**

**Subject:** Joint Public Hearing Regarding Consideration of Resolutions Approving 33433 Report and Approval of Sale of Real Property Located at 1220 Nebraska Avenue (APN 004-111-019) to Jorge Garcia Pinacho and Juana Pacheco Matias

**Summary:** This is a noticed public hearing between the City Council and the Successor Housing Agency regarding the sale of property located at 1220 Nebraska Avenue. The buyer is Jorge Garcia Pinacho and Juana Pacheco Matias, and the sales price is \$150,000.00.

**HISTORY/BACKGROUND**

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

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

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

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

On July 11, 2012 the Successor Housing Agency adopted a resolution accepting the Grant Deeds in Lieu of Foreclosure for real property located at 1220 Nebraska Avenue, Madera, CA. At that time the tenants in the property were allowed to continue to rent the unit and remain in the unit today.

**SITUATION**

The tenant has asked to purchase 1220 Nebraska Avenue. An appraisal to determine fair market value has set the sales price at \$150,000. The unit based on the loan approval documents will not qualify as an affordable unit. In lieu of recording the affordability covenant, an "Owner Occupancy Covenant and Restriction" has been prepared for consideration. The

buyer will be asked to execute the covenant which will record concurrently with the close of escrow.

The covenant will require that the home be owner-occupied for a period of 20 years. Should the terms of the covenant be violated, a penalty of \$8,000.00 will be assessed to reimburse the Agency for the loss of an owner-occupied single family residence. If the home is sold within the 20 year period, home ownership must transfer to another owner-occupied homebuyer for the remaining term of the agreement. .

### **RECOMMENDATION**

Staff recommends the following actions:

1. The City Council adopt the resolution approving the sale of property located at 1220 Nebraska Avenue to Jorge Garcia Pinacho and Juana Pacheco Matias that was acquired with tax increment and making related findings. The sales price is \$150,000.00.
2. The Successor Housing Agency adopt the resolution approving the sale of property located at 1220 Nebraska Avenue.
3. The Successor Housing Agency adopt the resolution approving the Agreement for Purchase and Sale of Real Property and Escrow Instructions with Jorge Garcia Pinacho and Juana Pacheco Matias for property located at 1220 Nebraska Avenue.

JET/BW:sb

Attachments:

- 33433 Report
- Resolutions (City & Successor Housing Agency)
- Agreement for Purchase/Sale of Real Property and Escrow Instructions
- Owner Occupancy Covenant and Restriction

**REVISED SUMMARY REPORT PURSUANT TO SECTION 33433 OF THE  
CALIFORNIA COMMUNITY REDEVELOPMENT LAW ON A  
PURCHASE AND SALE OF REAL PROPERTY AGREEMENT BY AND BETWEEN THE  
SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT  
AGENCY AND  
JORGE GARCIA PINACHO AND JUANA PACHECO MATIAS**

This revised summary report has been prepared for the Successor Housing Agency to the Former Madera Redevelopment Agency ("Agency") pursuant to Section 33433 of the California Health and Safety Code. This report sets forth certain details of the proposed revised Purchase and Sale of Real Property Agreement ("Agreement") between the Agency and Jorge Garcia Pinacho and Juana Pacheco Matias ("Buyer"). The site is located at 1220 Nebraska Avenue in Madera, CA.

- I. A copy of the proposed Agreement between the Agency and Buyer is available upon request to the Agency, 428 E. Yosemite Avenue, Madera, California, 93638, telephone (559) 661-5110.
- II. The cost to the Agency to develop the property, including land acquisition costs and rehabilitation costs, is summarized as follows:

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

1. Acquisition of Land	\$75,000.00
2. Title Co. – Escrow Fees/Title Report	604.00
3. Appraisal Fees	650.00
4. Reimburse city –remove pump station	1,079.23
5. Construction loan to Kyriss	160,000.00
6. Engineering Costs	363.50
7. Maintenance of Property	3,306.49
8. Property Taxes	2,836.52
9. Utility Services	3,934.86
10. Public Noticing	<u>122.72</u>
11. <b>Sub Total</b>	<b><u>\$247,897.32</u></b>
12. Less: Original sale of lot to Kyriss	(29,705.75)
13. Less: Tenant rent August 2012 to August 2015	(36,000.00)
14. Less: Payments received on Construction Loan	(24,614.30)
15. Less Land Sale Proceeds (net est. escrow fees)	<u>(148,5000.00)</u>
16. <b>Net Cost to Agency</b>	<b><u>\$(9,077.27)</u></b>

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

C. The highest and best use permitted under the City of Madera General Plan is for residential use of the property. The estimated value of the interest conveyed, determined the highest uses permitted for the area is \$150,000.00.

D. The purchase price pursuant to the proposed agreement is \$150,000.00.

E. The amount of the purchase price is based upon an appraisal of the property conducted on July 30, 2015 by Johnson Real Estate Appraisal and is considered to be fair market value of the subject parcel. The cost of the property to the Agency is more than the purchase price. However, staff is of the opinion that the cost to the Agency and the purchase price are justified based on several factors, including:

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

### III. Salient Points of the Agreement

A. The proposed project is located at 1220 Nebraska Avenue, Madera CA 93638. The Agency constructed one (1) single-family home at the site. Owner Occupancy covenants will insure the home will remain owner occupied.

#### B. Buyer's Responsibilities

1. The Buyer will purchase the property from the Agency for \$150,000.00.
2. The Buyer certifies that they qualify as a low and/or moderate income household as defined in the Health and Safety Code, and shall occupy the residence as the Buyer's principle place of residence.
3. The Buyer will execute an Owner Occupancy Covenant and Restrictions on Transfer of Property concurrently with the close of escrow.

#### C. Agency Responsibilities

1. The Agency will convey the property to the Buyer for \$150,000.00. The home and sales price are described as follows:
  - a. 5 bedroom / 2 bath = \$150,000.00
  - b. Square Footage – 1,422 sf home/9,375 sf lot
  - c. Year built 2008

### IV. Blight Elimination

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

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

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING SALE OF PROPERTY KNOWN AS 1220 NEBRASKA AVENUE 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 1220 Nebraska Avenue (the "Subject Property"); and

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

WHEREAS, a public hearing concerning sale was duly noticed and came on for hearing on September 9, 2015; and

WHEREAS, the property is sold with a condition that buyer execute an Owner Occupancy Covenant and Restrictions.

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

1. The above recitals are true and correct
2. The sale of the Subject Property is consistent with the implementation plan adopted pursuant to Section 33490 of Community Redevelopment Law, California Government Code Sections 33000 *et seq.*
3. The consideration to be paid for the Subject Property

is not less than the fair market reuse value at its highest and best use in accordance with the Former Madera Redevelopment Agency Redevelopment Plan.

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

5. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**Exhibit "A"**  
**Legal Description:**

**For APN/Parcel ID(s): 004-111-019**

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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:

PARCEL NO. B OF PARCEL MAP NO. 07-P-08 ACCORDING TO THE MAP THEREOF RECORDED DECEMBER 14, 2007 IN BOOK 57 OF MAPS AT PAGE 119, MADERA COUNTY RECORDS.

RESOLUTION NO. SHA 15-XX

RESOLUTION OF THE CITY OF MADERA AS SUCCESSOR HOUSING  
AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY  
MADERA, CALIFORNIA APPROVING THE SALE OF PROPERTY  
LOCATED AT 1220 NEBRASKA AVENUE LOCATED IN THE CITY OF  
MADERA

WHEREAS, Jorge Garcia Pinacho and Juana Pacheco Matias, as joint tenants, have applied to purchase property from the Successor Agency for owner occupancy located at 1220 Nebraska Avenue (the "Project"); and

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

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

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

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

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

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

2. Based upon the general plan conformity determination dated February 13, 2007, 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 single family use is consistent with the the general plan.

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

4. The Successor Housing Agency to the Former Madera Redevelopment Agency approves the sale of 1220 Nebraska Avenue to Jorge Garcia Pinacho and Juana Pacheco Matias, as joint tenants.

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

5. This resolution is effective immediately upon adoption.

\* \* \* \* \*

RESOLUTION NO. SHA 15-XX

RESOLUTION OF THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, APPROVING AGREEMENT WITH MADERA JORGE GARCIA PINACHO AND JUANA PACHEO MATIAS, AS JOINT TENANTS FOR THE PURCHASE AND SALE OF REAL PROPERTY KNOWN AS 1220 NEBRASKA AVENUE, 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 HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

WHEREAS, the City of Madera as Successor Housing Agency to the Former Madera Redevelopment Agency (the "Agency") has offered for sale to Jorge Garcia Pinacho and Juana Pacheco Matias, as joint tenants (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 \$150,000.00 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 \$150,000 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 Housing Agency to the former Madera Redevelopment Agency does hereby resolve, find and order as follows:

1. The above recitals are true and correct.
2. The Agreement between the Agency and Jorge Garcia Pinacho and Juana Pacheco Matias, as

joint tenants, is approved in the amount of \$150,000.00, 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 Housing Agency to the former Madera Redevelopment Agency is authorized to execute the Agreement on behalf of the Agency as well as all other documents necessary to perfect the sale of the Property.

4. The Executive Director of the Successor Housing 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 CITY OF MADERA AS SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter called the "Agency," agrees to sell to Jorge Garcia Pinacho and Juana Pacheco Matias, as joint tenants, 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 One Hundred Fifty Thousand and no/one hundredths dollars (\$150,000.00) as just compensation therefor.

2. Agency warrants that the Subject Property has been offered for sale and that it is not being acquired under threat of condemnation.

3. Agency represents and warrants that they have the authority to make the agreement herein made, and that they hold fee title to the Subject Property.

4. The sale shall be completed through an escrow to be opened by Chicago Title Company, 1653 North Schnoor Avenue, Suite 107, Madera, CA 93637 (the "Title Company"). Said escrow shall be opened upon the following terms and conditions, and Agency and Buyer by their signature to this Agreement make this section their escrow instructions:

a. It is the intent of the parties to this Agreement that the Agency will place into escrow a grant deed to the Subject Property in favor of the Buyer. The Buyer will place into escrow, funds in the amount of the Purchase Price and any costs to be paid by the Buyer.

b. The escrow fee, cost of CLTA Owner's Policy of Title Insurance, and recording fees (if any) shall be paid by Agency. Agency will pay any cost to clear the title to the Subject Property prior to the recording of the grant deed conveying the property to the Buyer.

c. Buyer shall deposit the sums specified in Paragraph 1 of this Agreement together with all closing costs in connection with Buyer's new loan in escrow upon receipt of a demand and statement from Title Company therefore. Additionally Buyer shall execute an Owner Occupancy Covenant and Restrictions prior to the close of escrow.

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

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

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

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

g. Agency shall provide a duly executed grant deed and Buyer shall submit to Title Company the amounts required to be paid by Buyer, and Title Company shall record the grant deed in favor of the Buyer within 60 days from the date of both parties' compliance with the terms of this Agreement. Should a party not be able to comply with the terms of this Agreement and escrow instructions and the property is not conveyed within said period of time, a fifteen day extension for compliance with the terms of escrow may be granted by the other party hereto. Such extension in order to be effective must be in writing and filed with the Title Company before the expiration of the time of performance and terms of escrow required herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[signatures on next page]

BUYER: JORGE GARCIA PINACHO and  
JUANA PACHEO MATIAS, as joint  
Tenants.

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

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

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

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

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

APPROVED AS TO FORM:

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

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

ATTEST:

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

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

*ATTACH NOTARY ACKNOWLEDGMENTS*

RECORDING REQUESTED BY:  
City of Madera Successor Housing Agency  
to the former Madera Redevelopment Agency

AFTER RECORDING PLEASE MAIL TO:  
City of Madera Successor Housing Agency  
to the former Madera Redevelopment Agency  
428 East Yosemite Avenue  
Madera CA 93638-3601  
Attn: Jim Taubert, Executive Director

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

(Space Above This Line for Recorder's Use)

### **OWNER OCCUPANCY COVENANT AND RESTRICTIONS**

This Owner Occupancy Covenant and Restrictions (the "Agreement") is entered into as of this 9<sup>th</sup> day of September, 2015 and between the City of Madera Successor Housing Agency to the former Madera Redevelopment Agency (the "Agency") and Jorge Garcia Pinacho and Juana Pacheco Matias (the "Buyer(s)").

### **RECITALS**

- A. The Agency has determined that it is desirable to promote and stimulate the purchase of owner occupied single family housing; and
- B. The Agency has provided for a contribution of funds to the developer in connection with the construction of the single-family residence (the "Home") in order to assist households in purchasing housing. In order to protect its financial interest and to comply with the California State Health and Safety Code, the Agency requires that all eligible buyers shall occupy the residence as their principle place of residence, and may not rent or lease the home. (Section 50092.1); and
- C. In order to protect its financial interest and program of providing housing for owner occupied households, the Agency has required the Buyer to execute this Agreement realizing that it does not wish to jeopardize any first deed of trust or mortgage issued by a commercial lending institution (Bank's Deed of Trust); and
- D. The purpose of the Agreement is to place certain restrictions on the use and transfer of the residence under certain conditions.

NOW, THEREFORE, in consideration of the benefits received by the Buyer and the Agency, the Buyer and the Agency agree as follows:

#### **1. DEFINITIONS**

The following terms are specially defined for this Agreement and their definitions can be found in the sections indicated below:

- A. "Agency" – The City of Madera as Successor Housing Agency to the Former Madera Redevelopment Agency;
- B. "Agreement" – This Owner Occupancy Covenant and Restrictions including any incorporated documents or exhibits thereto;
- C. "Bank's Deed of Trust" – As set forth in Recital C;

D. "Home" – As set forth in Recital B;

E. "Buyer" – Jorge Garcia Pinacho and Juana Pacheco Matias, as joint tenants, including Heirs, Agents and Assigns;

F. "Residence" – That certain real property as set forth herein;

G. "Transfer" – As set forth in Section 5;

H. Term of the Agreement means until \_\_\_\_\_ (20 years from recording date of Agreement).

## 2. DESCRIPTION OF PROPERTY

The Agreement concerns the real property commonly known as 1220 Nebraska Avenue, Madera, California 93638; APN: 004-111-019, which is more fully described in Exhibit A attached hereto and incorporated herein by reference (the "Residence").

## 3. BUYER CERTIFICATION

The Buyer certifies that the Buyer shall occupy the Residence as the Buyer's principle place of residence. The Buyer shall be considered as occupying the Residence if the Buyer is living in the Residence for at least ten (10) months of each calendar year of the Term of the Agreement. The Agency may grant a temporary waiver of this occupancy requirement for good cause at its sole discretion.

## 4. LEASING OF RESIDENCE

The Buyer shall not rent or lease the Residence for more than two (2) months during any calendar year without the written consent of the Agency and shall not rent or lease the Residence without providing the Agency with a copy of the rental agreement or lease. Any rental or lease in violation of this Agreement is prohibited, and shall constitute a default by the Buyer hereunder.

## 5. TRANSFER OF RESIDENCE

"Transfer" means any sale, assignment or transfer, voluntary or involuntary, of any interest in the Residence, including, but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest, or an interest evidenced by a land contract by which possession of the Residence is transferred and Buyer retains title. Any Transfer without satisfaction of the provisions of the Agreement is prohibited. Transfers by gift, devise, or inheritance to an existing spouse, surviving joint tenant, or a spouse as part of a dissolution proceeding or in connection with marriage, or by devise or inheritance to children, shall not be considered a "Transfer" for the purposes of the Agreement.

5.1 Covenant. Buyer herein covenants that during the Term of the Agreement, Buyer is and will continue to be an owner occupant and that the Buyer agrees not to (i) vacate the home as an owner occupant of such Residence, (ii) nor rent, nor lease such Residence, (iii) nor sell the home to anyone other than a person and/or household who qualifies as an owner occupant and will execute a new agreement for the remaining Term of the Agreement.

5.2 Payment to Agency. Should Buyer violate the terms of this Agreement, the Buyer shall be obligated to pay the Agency eight thousand dollars (\$8,000.00). The purpose of this payment is to reimburse the Agency for its loss of an owner-occupied single family residence. This Agreement is subordinate to any security interest held by any business or entity that issues mortgages in the usual course of its business ("Bank") and has a first deed of trust on the Property or a similar security interest and obtains the property through foreclosure or some other means based upon the default of the Buyer.

5.3 Sums Owing to Agency; Lien. Upon a violation of this Agreement, all sums owing by Buyer to Agency shall constitute a Lien against the Residence and Property and shall be immediately due and payable to Agency.

5.4 THERE SHALL BE NO SALE, OR TRANSFER OF THE PROPERTY WITHOUT THE CERTIFICATION BY THE AGENCY THAT THE PURCHASER/TRANSFeree IS AN OWNER OCCUPANT. ANY SALE, OR TRANSFER OF THE PROPERTY IN VIOLATION OF THIS AGREEMENT SHALL BE VOID.

#### 6. NOTICE OF INTENDED TRANSFER

In the event the Buyer intends to Transfer or vacate the Residence, the Buyer shall promptly notify the Agency in writing of such intent at least ninety (90) days prior to the actual date of the Transfer or vacation of the Residence. Said notice from the Buyer shall be sent by certified mail, return receipt requested.

#### 7. DEFAULTS AND REMEDIES

Upon a violation of any of the provisions of this Agreement by the Buyer, the Agency shall give written notice to the Buyer specifying the nature of the violation. If the violation is not corrected to the satisfaction of the Agency within a reasonable period of time, not longer than thirty (30) days after the date notice is mailed, or within such further time as the Agency determines is necessary to correct the violation, the Agency may declare a default under the Agreement.

#### 8. MAINTENANCE OF PROPERTY

Buyer shall maintain the property in the condition and level to which it was constructed, in accordance with state and local laws, free of nuisances acceptable to community standards, without removing or demolishing any improvement on the property, for a minimum of 15 years. Should the property not be maintained accordingly, the Agency shall provide Buyer with a list of deficiencies to be corrected. The deficiencies identified must be corrected within 30 calendar days from the date of notification. Should Buyer fail to correct the deficiencies within the prescribed time, the Agency shall perform the work necessary to correct the deficiencies, and the costs incurred by the Agency shall be debt owed to the Agency and shall be subject to a lien against the property.

#### 9. EXTERIOR COLORS

Buyer agrees that it will only use a color scheme and color of paint on all buildings on the subject property which have been approved in writing by the Agency. Buyer agrees that Buyer will not change the color scheme or color of paint on a building on the subject property for a period of ten years from the date of this Agreement without first receiving in writing an approval of such change from the Agency.

#### 10. AGENCY MONITORING

The Agency is required to monitor and report on affordable housing units annually. Buyer shall cooperate with Agency in reasonably providing information necessary for Agency to comply with said reporting requirements.

#### 11. BINDING ON SUCCESSOR and ASSIGNS

The Agreement shall bind, and the benefits hereof shall inure to, the Buyer, his or her heirs, legal representatives, executors, successors, in interest and assigns, and to the Agency and its successors, until the earlier of (a) \_\_\_\_\_ [20 years from recording date of Agreement] or (b) released in writing by a release executed by the Executive Director of the Agency.

#### 12. SUPERIORITY OF COVENANTS

The Buyer covenants that he or she has not, and will not execute any other agreement with provisions contradictory to or in opposition to the provisions hereof and in any event, these Covenants are controlling as to the rights and obligations between and among the Buyer, the Agency and their respective successors.

### 13. RIGHTS OF BENEFICIARIES UNDER DEEDS OF TRUST

Notwithstanding any other provision in the Agreement to the contrary, the Agreement shall not diminish the rights of the Bank under the Bank's Deed of Trust or any subsequent bank's deed of trust hereafter recorded against the Residence.

Notwithstanding any other provisions in the Agreement to the contrary, all of the provisions of the Agreement shall terminate and have no further force and effect upon the occurrence of one of the following events:

- A. Title is acquired by the bank or another party upon foreclosure of the Bank's Deed of Trust.
- B. Title is acquired by the Bank or another party by a deed in lieu of foreclosure of the Bank's Deed of Trust.

### 14. INVALID PROVISIONS

If any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in the Agreement, and the Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

### 15. CONTROLLING LAW

The terms of the Agreement shall be interpreted under the laws of the State of California.

### 16. NOTICES

All notices required herein shall be sent by certified mail, return receipt requested or express delivery service with a delivery receipt and shall be deemed to be effective as of the date received or the date delivery was refused as indicated to the return receipt as follows:

To the Buyer:  
1220 Nebraska Avenue  
Madera CA 93638

To the Agency:  
City of Madera Successor Housing Agency  
to the former Madera Redevelopment Agency  
428 East Yosemite  
Madera, California 93638  
Attn: Executive Director

To the Bank:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: Records Management

[Name of Bank Here]  
[Address of Bank Here]

The parties may subsequently change addresses by providing written notice of the change in address to the other parties in accordance with this Section 13.

### 17. EXHIBITS

Any exhibits referred to in the Agreement are incorporated in the Agreement by such reference.

\*\*\*\*\*

IN WITNESS WHEREOF, the parties have executed the Agreement on or as of the date first written above.

AGENCY:  
City of Madera Successor Housing Agency to the former  
Madera Redevelopment Agency

BUYER(S):

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

\_\_\_\_\_  
Jorge Garcia Pinacho

\_\_\_\_\_  
Juana Pacheco Matias

ATTACH NOTARY ACKNOWLEDGEMENTS

REVISED 9-1-15 (Owner Occupancy Covenant & Restrictions)

**Exhibit "A"**  
**Legal Description:**

**For APN/Parcel ID(s): 004-111-019**

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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:

PARCEL NO. B OF PARCEL MAP NO. 07-P-08 ACCORDING TO THE MAP THEREOF RECORDED DECEMBER 14, 2007 IN BOOK 57 OF MAPS AT PAGE 119, MADERA COUNTY RECORDS.