

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

October 14, 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. Bomprezzi
Council Member/Commissioner Andrew J. Medellin
Council Member/Commissioner Charles F. Rigby
Council Member/Vice-Chairperson Derek O. Robinson Sr.

Absent: Council Member/Chairperson Donald E. Holley

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

City of Madera staff members present: City Administrator David Tooley, Neighborhood Preservation Supervisor Viola Rodriguez, Neighborhood Preservation Specialist Andrew Martinez, Neighborhood Preservation Specialist Steve Montes, Neighborhood Outreach Coordinator Saleh Alhomed 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 Poythress recessed the Joint Special Meeting of the Madera City Council, Regular Meeting of the Madera City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Madera City Council as the Successor Housing Agency at 6:02 p.m.

Housing Authority Vice Chairperson Derek Robinson opened the Regular Meeting of the Housing Authority of the City of Madera, calling for items as listed on the agenda. The Housing Authority meeting was adjourned at 6:14 p.m.

Mayor Poythress reconvened the Joint Special Meeting of the Madera City Council, Regular Meeting of the Madera City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Madera City Council as the Successor Housing Agency at 6:18 p.m.

PRESENTATIONS:

Update on Waste Tire Amnesty Day Event Held on September 26, 2015 by Andrew Martinez

Neighborhood Preservation Specialist Martinez provided images and video for the Tire Amnesty Day event held on September 26, 2015. The event was held at the Madera District Fairgrounds. Everyone plays a huge role in putting this together. There is a lot prepping and planning for this event and it is planned months in advance. We have participants from throughout the County. We received approximately 2,700 tires for this event. We have been doing this for over ten years and we still obtain 2,000 to 3,000 tires per event. Kudos, to staff and other agencies for help.

- Madera County Sheriff Department's Citizens on Patrol - Assist in traffic control and they check reservations.
- Madera County Environmental Health – Provides exemption letter that allows participants to bring up to 20 tires.
- Fresno Economic Opportunity Commission (EOC) – CalRecycle has recently required that we work with the EOC who will eventually take over the program. For the event, they provided two groups of six employees plus two supervisors.
- City of Madera Public Works Department – provided staff and community service court workers.

Council Member Medellin asked what happens to the tires after we obtain them. Martinez responded that the tires are taken to an "end use facility" where the tires are recycled.

INTRODUCTIONS:

Neighborhood Preservation Supervisor Rodriguez stated that she is pleased to make two announcements. First she introduced Saleh Alhomed. He joins us for a second time, last year he was with us as an intern. Today, he joins us as a Neighborhood Outreach Coordinator. He has worked as an intern when he was taking a summer break from his studies at Georgetown University. He has since graduated and chose the City of Madera to be his employer. He is a Madera resident and married with a daughter. He is very passionate about what he is doing to improve the neighborhoods. We are very proud to have him on our team.

Neighborhood Outreach Coordinator Alhomed stated that he is very excited to be here today, to be a public servant here for the City of Madera. When he was interning for the US Chamber of Commerce in Washington D.C., he was working on a lot of transportation infrastructure work. This required promoting a lot of private/public partnerships. It was during that experience that he thought about the City of Madera and what should he do when he returns. He decided to come back and start here at the local level. He and his parents have lived in the City of Madera been here for a very long time. His parents have done a lot for this community. He plans to carry from where his parents left off and hopefully continue improving our city and is very open to work with each and every one of you to further enhance our outreach work. I am confident that we can make the City of Madera the envy of the Central Valley. But it will take a long time and will require us to working together and utilizing our resources effectively and efficiently. He will keep you updated on our projects and our outreach work. Currently we have some neighborhood meetings scheduled this month. You have received a calendar and we would love to have you with us. We speak with the community and we hear positive feedback about your attendance and interactions with them. People like to see their city officials and council members coming down to speak with and have the ability to express concerns that they have in their community. It is very important that we continue promoting that outstanding work. Thank you.

Neighborhood Preservation Supervisor Rodriguez stated that the second announcement is to acknowledge the promotion of Andrew Martinez to a Neighborhood Preservation Specialist II. Andrew began his work with our department in August 2012 as a part time Code Enforcement Consultant. He became a permanent employee in 2014. Besides his normal work activities, he takes on special job assignments which include property abatements and he obtained training in CalRecycle's waste tire grant programs. So this year he has not only managed his regular caseload, he has conducted two Waste Tire

Amnesty Days as well as inspected 50 waste tire generator facilities. Andrew is committed in making the city a better place. What she appreciates most about Andrew is his positive attitude. No matter what assignment he is given, he takes it with a smile. He deserves this promotion and we are really glad to have him on our team.

Neighborhood Preservation Specialist Martinez responded that he would like to thank Viola, Jim and Bob for giving him the opportunity to serve the city he grew up in. It is truly a pleasure to make a difference in this great city. With these small projects that he does, he can see the impact on his community. This makes him feel so good and he looks forward to continuing to work hard. He has a lot of cool projects coming up that he will be bringing to the council.

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

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

3. **CONSENT CALENDAR**

- 3A. **Minutes of the Joint Meeting of the Special Meeting of the Madera City Council, Regular Meeting of the City Council as the Successor Agency to the former Madera Redevelopment Agency and Special Meeting of the Successor Housing Agency – September 9, 2015 (City/Successor Agency/Successor Housing Agency)**
- 3B. **Listing of Warrants Issued from September 1, 2015 to September 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 September 30, 2015 (City)**
- 3G. **Consideration of a Resolution Approving Certain Officers to Order the Deposit or Withdrawal of Monies in the Local Agency Investment Fund (LAIF) (Successor Agency)**
- 3H. **Consideration of a Resolution Approving the List of Authorized Signers for the Account of the City of Madera as Successor Agency to the former Madera Redevelopment Agency (Agency) and Directing that No Less than Two Authorized Signers Shall Approve Payments from the Agency's Bank Account (Successor Agency)**
- 3I. **Update on Neighborhood Outreach Activities (City)**
- 3J. **Reconsideration 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)**

Mayor Poythress asked members of the Council if there were items on the Consent Calendar they wished to have pulled for further discussion. Staff requested to pull Item 3J.

Council Member Bompreszi requested to pull item 3B.

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

Mayor Poythress called for a motion to approve the items as presented on the Consent Calendar with the exception of items 3B and 3J.

- SA 15-12** A 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 LIST OF AUTHORIZED SIGNERS FOR THE AGENCY'S ACCOUNT WITH THE LOCAL AGENCY INVESTMENT FUND (LAIF) (3G)
- SA 15-13** A RESOLUTION OF THE CITY OF MADERA AS THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY (AGENCY) APPROVING THE LIST OF

AUTHORIZED SIGNERS FOR THE ACCOUNT AND DIRECTING THAT NO LESS THAN TWO AUTHORIZED SIGNERS SHALL APPROVE PAYMENTS FROM THE AGENCY'S ACCOUNT (3H)

On motion by Council Member Bomprezzi, seconded by Council Member Robinson the Consent Calendar with the exception of item 3J was approved unanimously as presented by the following 6/0 vote: Ayes: Council Members Poythress, Oliver, Robinson, Bomprezzi, Rigby, and Medellin; Noes: None; Abstain: None; Absent: Council Member Holley; 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 September 9, 2015.

3B. Listing of Warrants Issued from September 1, 2015 to September 30, 2015 (Successor Agency)

Council Member Bomprezzi asked why are we reimbursing for a notary training for a retired employee. Is she not off the payroll? Business Manger Wilson responded that Sandi Brown is a part-time employee that works two days a week on a special project.

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

Mayor Poythress called for a motion to approve item 3B on the Consent Calendar.

Council Member Oliver moved to approve item 3B, seconded by Council Member Robinson, item 3B was approved as presented by the following 6/0 vote: Ayes: Council Members Poythress, Oliver, Robinson, Bomprezzi, Rigby and Medellin; Noes: None; Abstain: None; Absent: Council Members Holley

3J. Reconsideration 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)

Business Manager Wilson reported that back in 2007, the Agency approved the façade agreement with the owners of Bethard Square. Part of the agreement required that an easement be recorded on the property to allow the Agency to go in and make repairs as needed. Currently the prospective buyer has asked us to terminate the easement because they were running into roadblocks with their lender for the financing on the purchase. At our July 8, 2015 meeting we did terminate this easement. And as required, the Oversight Board approved it. This was sent to the Department of Finance for approval where it was rejected. They did not have an issue with the termination of the easement itself, but they felt that the resolution did not make the correct findings that are required. The resolution must demonstrate that terminating the agreement is of a benefit to the taxing entities. We have added findings to resolution:

- The termination of the easement will allow for the sale of the shopping center and planned extensive improvements which benefit the taxing entities.
- The proposed improvements will increase the property value which increases revenue for the taxing entities.
- The revitalized shopping center will generate new sales tax revenue to the benefit of the taxing entities.
- The new development will eliminate both physical and economic conditions of blight and encourage other investment in the area which will benefit the taxing entities.

At this time we are asking you to reconsider the resolution.

Mayor Poythress called for questions or comments.

Council Member Medellin stated that this has been an eyesore to this area. I am glad to see that we are moving forward.

Council Member Bomprezzi asked if the new owners will tear the whole thing down and restart again. Business Manager Wilson responded that he did not think they were going to do a complete demolition.

Council Member Rigby stated that this may be a renovation similar to the building on Cleveland Avenue and D Street.

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

Mayor Poythress called for a motion to approve item 3J on the Consent Calendar.

SA 15-14 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AS SUCCESSOR 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 (**3J**)

Council Member Oliver moved to approve item 3J, seconded by Council Member Medellin, item 3J was approved as presented by the following 6/0 vote: Ayes: Council Members Poythress, Oliver, Robinson, Bompreszi, Rigby and Medellin; Noes: None; Abstain: None; Absent: Council Members Holley

4. PROJECTS AND REPORTS

4A. Consideration of a Resolution Approving an Amendment to the Bylaws of the Successor Agency to the former Madera Redevelopment Agency (Successor Agency)

Business Manager Wilson reported that back on our January 14, 2015 meeting we changed the format of our meeting. We moved the Regular Session from 6:30 p.m. back to the start of the meeting at 6:00 p.m. and moved the Closed Session to the end of the meeting. At this time we are submitting the bylaws to reflect that change since it was not made at the time.

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

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

SA 15-15 RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA CALIFORNIA, APPROVING AMENDMENTS TO THE BYLAWS OF SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

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

4B. Update on Legislative Activities Related to Redevelopment, Senate Bill No. 107 and Assembly Bill No. 2 (Successor Agency)

Business Manager Wilson reported that since dissolution there has been a lot of legislation passed around. Listed below is a couple that passed recently:

SB 107 – This amended several items in the dissolution law and most did not pertain to and will not affect the Agency. For example, loans from City to RDA, parking lots and litigation expenses. But the items that do affect us such as:

- ROPS will be completed on an annual basis instead of a bi-annual basis and if you get to a certain point you may submit a “final” ROPS.
- Changed the items submitted to Department of Finance after approval (as listed in staff report).

AB 2 – This bill will not go in to effect until January 2016. This basically created Redevelopment again, it creates Community Revitalization and Investment Authority (Authority). The Authority may be created by a combination of City, County, City and County, and special district. 80% of the land in the plan area must meet the following conditions:

1. An annual median household income that is less than 80 percent of the statewide annual median income.
2. Three of the following four conditions:
 - a) Non seasonal unemployment that is at least 3 percent higher than statewide median unemployment, as defined by the report on labor market information published by the Employment Development Department in January of the year in which the community revitalization plan is prepared.

- b) Crime rates that are 5 % higher than the statewide median crime rate, as defined by the most recent annual report of the Criminal Justice Statistics Center within the Department of Justice, when data is available on the California Attorney General's Internet Web site.
- c) Deteriorated or inadequate infrastructure such as streets, sidewalks, water supply, sewer treatment or processing, and parks.
- d) Deteriorated commercial or residential structures.

This is a big process, similar to creating Redevelopment Agency. You would have to go to the taxing entities again and get some agreement on how they are going to give up their tax increment. You take a snapshot of assessed values, and as the values move up then taxes will go up and per your tax sharing agreements that the portion that will come to the Authority. You will have to sell the benefits to the community and to the taxing entities.

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

5. **AGREEMENTS**

5A. Joint Public Hearing Regarding Consideration of Resolutions Approving 33433 Report and Approval of Sale of Real Property Located in the South 'E' Street Corridor APN 011-183-002 and 011-183-004 to Mario Gutierrez Jr. and Mario Gutierrez Sr. as Joint Tenants (Successor Agency)

Business Manager Wilson reported that both of these properties in their present condition are unusable. The sales price total for both parcels "as is" is proposed to be \$29,000.00. This is considered to be fair market value based upon the existing conditions of the parcels. 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. The buyer is proposing to do a general plan amendment and zoning change to allow single family units to be built.

Mayor Poythress called for questions or comments.

Council Member Medellin stated that it concerns him because he wasn't sure if filling a hole and placing residential units on it was a good idea and asked if the buyer has a 'plan b' if he doesn't get the zoning changed. Business Manager Wilson responded that the buyer is working with the Planning Department and discussing changing it over. Council Member Medellin stated that the buyer is in good hands if he is working with the Planning Department.

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

Mayor Poythress opened the public hearing at 6:57 p.m.

There being no other speakers, the public hearing was closed at 6:58 p.m.

No other questions or comments were offered.

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

CC 15-210 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING SALE OF PROPERTY KNOWN AS APN 011-183-002 AND 011-183-004 ACQUIRED BY TAX INCREMENT BY THE FORMER MADERA REDEVELOPMENT AGENCY AND MAKING FINDINGS RELATED THERETO

*On motion by Council Member Medellin, seconded by Council Member Robinson, **Resolution Number CC 15-210** was approved unanimously as presented by the following 6/0 vote: Ayes: Council Members Poythress, Oliver, Robinson, Bomprezzi, Rigby and Medellin; Noes: None; Abstain: None; Absent: Council Member Holley.*

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

SA 15-16 RESOLUTION OF THE CITY OF MADERA AS SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY MADERA, CALIFORNIA APPROVING THE SALE OF PROPERTY KNOWN AS APN 011-183-002 AND 011-183-044 LOCATED IN THE CITY OF

MADERA

On motion by Council Member Medellin, seconded by Council Member Robinson, **Resolution Number SA 15-16** was approved unanimously as presented by the following 6/0 vote: Ayes: Council Members Poythress, Oliver, Robinson, Bomprezzi, Rigby and Medellin; Noes: None; Abstain: None; Absent: Council Member Holley.

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

SA 15-17 RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, APPROVING AGREEMENT WITH MARIO GUTIERREZ SR AND MARIO GUTIERREZ JR, AS JOINT TENANTS FOR THE PURCHASE AND SALE OF REAL PROPERTY KNOWN AS APN 011-183-002 AND 011-183-004, 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 Medellin, seconded by Council Member Oliver, **Resolution Number SA 15-17** was approved unanimously as presented by the following 6/0 vote: Ayes: Council Members Poythress, Oliver, Robinson, Bomprezzi, Rigby and Medellin; Noes: None; Abstain: None; Absent: Council Member Holley.

6. HOUSING

6A. Consideration of a Resolution Rescinding Resolution SHA 15-19 and Approving Revised Sales Agreement for Real Property Located at 1220 Nebraska Avenue (APN 004-111-019) to Jorge Garcia Pinacho and Juana Pacheco Matias (Successor Housing Agency)

Business Manager Wilson reported that the council approved sale of 1220 Nebraska Avenue at our last month's meeting. This is one of three homes that the Agency acquired. The sales agreement that was approved last month required the recording of the Owner Occupancy Covenant. When the covenant was explained to the potential buyers in more detail, they decided that they did not want to buy the property at appraised value and have to sign a covenant. This property, which is currently being rented and the Agency holds the position as "landlord," has created a different situation for the Agency, for which there are two scenarios for the Agency to consider.

1. The Agency can approve a the sales agreement with Jorge Garcia Pinacho and Juana Pacheco Matias, allowing them to purchase the property at the fair market value of \$150,000.00, or
2. The Agency can require the tenants to vacate the property, allowing the Agency to rehab the property, establish the rehabbed fair market value, and offer the property for sale to an income eligible family who would be required to meet the income eligibility requirements and execute the Agency's affordability agreements.

Staff feels it's in the best interest of the Agency, to allow the buyers to purchase the home at the appraised value of \$150,000.00, without covenants and restrictions.

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

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

SHA 15-20 RESOLUTION OF THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, RESCINDING RESOLUTION SHA 15-19 AND APPROVING REVISED AGREEMENT WITH JORGE GARCIA PINACHO AND JUANA PACHECO 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 REVISED 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

On motion by Council Member Medellin, seconded by Council Member Oliver, **Resolution Number SHA 15-20** was approved unanimously as presented by the following 6/0 vote: Ayes: Council Members Poythress, Oliver, Robinson, Bomprezzi, Rigby and Medellin; Noes: None; Abstain: None; Absent: Council Member Holley.

7. GENERAL

7A. Discussion Regarding Redevelopment Agency Meeting Date in November 2015 (Successor Agency/ Successor Housing Agency)

Business Manager Wilson stated that per bylaws we will have the next regular meeting will be held on Thursday November 12, 2015.

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

8. AGENCY MEMBER REPORTS

Council Member Robinson had nothing to report.

Council Member Bomprezzi had nothing to report.

Council Member Rigby had nothing to report.

Council Member Medellin had nothing to report.

Mayor Pro Tem Oliver congratulated Andrew Martinez on the promotion, it is well deserved. We are excited to see the good work you provide to our community. Also, welcome to Saleh Alhomedi. The story you told tonight about returning to our community. Being a boomerang example is a story we should tell the young people in our town. I know that my colleagues have a strong interest in engaging our young people to try to make service exciting. It would be a great opportunity to take both your stories of wanting to give back to your community on the road. Thank you in advance for your service to our town.

Mayor Poythress reported that he attended a Neighborhood Watch meeting last night at 224 North L Street and Saleh lead that effort. It was a really good first meeting.

9. CLOSED SESSION

There are no items for this section.

10. ADJOURNMENT

Mayor Poythress adjourned the Joint Special Meeting of the Madera City Council, Regular Meeting of the Madera City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Madera City Council as the Successor Housing Agency at 7:07 p.m.

Claudia Mendoza, Recording Secretary

Robert Poythress, Mayor

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

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

From: Office of the Treasurer

Subject: Listing of Warrants Issued

Date: December 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:

October 1, 2015 to November 30, 2015

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

General Warrants:	#10636 - #10667	\$31,566.37
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Respectfully submitted,



Tim Przybyla
Finance Director



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
DECEMBER 9, 2015

CHECK	PAYDATE	ISSUED TO	DESCRIPTION	AMOUNT
010636	10/1/2015	AVILA PLUMBING	REPAIR PLUMBING 1220 & 1224 NEBRASKA	159.00
010637	10/1/2015	THE BANK OF NEW YORK MELLON	2008A TAX ALLOCATION BOND ADMIN FEE	4,563.30
010638	10/1/2015	MADERA CLEANERS AND LAUNDRY INC.	SLATE MAT	4.50
010639	10/1/2015	P G AND E	09/15 SVS 2000655655-7	1,966.89
010640	10/1/2015	RICOH USA, INC.	LEASE OF COPIER OCTOBER 2015	203.67
010641	10/1/2015	SANDY'S HOUSEKEEPING & JANITORIAL	CUSTODIAL SVS FOR OCTOBER 2015	425.00
010642	10/16/2015	GOLDEN STATE OVERNIGHT	OVERNIGHT SHIPPING	6.18
010643	10/16/2015	CITY OF MADERA	10/15 UTILITIES 5 E YOSEMITE AVE	645.80
010644	10/16/2015	CITY OF MADERA	FY 15/16 PMT 1 CFD TAXES FACILITIES DIST	1,955.34
010645	10/16/2015	CITY OF MADERA	PARKING ASSMT & BUS IMPRVMT DIST 12/15	147.82
010646	10/16/2015	MADERA CLEANERS AND LAUNDRY INC.	MAT SERVICE	4.50
010647	10/16/2015	P G AND E	RIVERWALK DRIVE PROJECT	1,211.37
010648	10/16/2015	RICOH USA, INC.	COPIER MAINTENANCE FEE FOR PERIOD 09/15	12.76
010649	10/16/2015	SHRED-IT USA-FRESNO	DOCUMENT SHREDDING SVS 10/29/15	80.65
010650	10/16/2015	VERIZON WIRELESS	SEPTEMBER 2015 CELLPHONE USAGE	114.76
010651	10/29/2015	RIDX PEST CONTROL	1220 NEBRASKA PEST INSPECTION	75.00
010652	10/29/2015	BLAIR, CHURCH & FLYNN CONSULTING ENG.	CENTRAL MADERA RESIDENTIAL PROJECT	13,484.78
010653	10/29/2015	FRESNO REPROGRAPHICS	RIVERWALK PLANS/SPECS	390.96
010654	10/29/2015	MADERA CLEANERS AND LAUNDRY INC.	MAT SERVICE	4.50
010655	10/29/2015	MADERA TRIBUNE	PUBLICATION OF PUBLIC HEARING NOTICE	494.78
010656	10/29/2015	RICOH USA, INC.	LEASE OF COPIER NOVEMBER 2015	203.67
010657	10/29/2015	SANDY'S HOUSEKEEPING & JANITORIAL	CUSTODIAL SVS FOR NOVEMBER 2015	425.00
010658	10/29/2015	TERMINIX INTERNATIONAL	PEST CONTROL SVS 10/06/15	29.00
010659	11/19/2015	THE BANK OF NEW YORK MELLON	INTERIM REBATE CALC. 2008A & B	1,500.00
010660	11/19/2015	CITY OF MADERA	5 E YOSEMITE NOVEMBER 2015 WATER SEWER	427.11
010661	11/19/2015	MADERA CLEANERS AND LAUNDRY INC.	MAT CLEANING	4.50
010662	11/19/2015	NORTHSTAR ENGINEERING GROUP INC	SW INDUSTRIAL PLAN TRAFFIC STUDY	227.50
010663	11/19/2015	P G AND E	10/15 SVS 2000655655	1,907.30
010664	11/19/2015	RICOH USA, INC.	COPIER MAINTENANCE FEE FOR PERIOD 10/15	13.40
010665	11/19/2015	SANDY'S HOUSEKEEPING & JANITORIAL	CUSTODIAL SVS FOR DECEMBER 2015	425.00
010666	11/19/2015	TERMINIX INTERNATIONAL	NOV 2015 TO OCT 2016 YEARLY SVS RATE	337.56
010667	11/19/2015	VERIZON WIRELESS	OCTOBER 2015 CELLPHONE USAGE	114.77

BANK #1 - Union Bank Main Acct. Total

31,566.37

CITY OF MADERA REDEVELOPMENT AGENCY REPORT TO SUCCESSOR AGENCY BOARD

SUCCESSOR AGENCY MEETING OF DECEMBER 9, 2015

SUCCESSOR AGENDA 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 11/30/2015

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 40200: Low/Mod Hsg TI Housing Asset						
Account: Revenue						
2001-8163	Interest Income - Loans	616.19-	616.19-	0.00	616.19	0.00
2001-8190	Rental Income	14,250.00-	14,250.00-	0.00	14,250.00	0.00
2001-8434	Grants	7,679.92-	7,679.92-	0.00	7,679.92	0.00
2001-8671	Sale of Real Estate	290,000.00-	290,000.00-	0.00	290,000.00	0.00
	NET Account: Revenue:	312,546.11-	312,546.11-	0.00	312,546.11	0.00
Account: Expense						
2001-1010	Salaries - Full-time	10,905.33	10,905.33	0.00	10,905.33-	0.00
2001-1020	Salaries - Part-time	784.48	784.48	0.00	784.48-	0.00
2001-1040	Salaries - Leave Payout	2,429.31-	2,429.31-	0.00	2,429.31	0.00
2001-2000	Public Employees Retirement System	2,370.00	2,370.00	0.00	2,370.00-	0.00
2001-2002	Long Term Disability Insurance	30.73	30.73	0.00	30.73-	0.00
2001-2003	Life Insurance Premiums	7.31	7.31	0.00	7.31-	0.00
2001-2004	Worker's Compensation Insurance	915.71	915.71	0.00	915.71-	0.00
2001-2005	Medicare Tax - Employer's Share	149.63	149.63	0.00	149.63-	0.00
2001-2007	Deferred Compensation - Part-time	29.42	29.42	0.00	29.42-	0.00
2001-2008	Deferred Compensation - Full-time	1,378.79	1,378.79	0.00	1,378.79-	0.00
2001-2009	Unemployment Insurance Premiums	0.73	0.73	0.00	0.73-	0.00
2001-2010	Section 125 Benefit Allow.	1,288.63	1,288.63	0.00	1,288.63-	0.00
2001-3001	Gas and Electric Utilities	2,233.36	2,233.36	0.00	2,233.36-	0.00
2001-3002	Telephone and Fax Charges	124.60	124.60	0.00	124.60-	0.00
2001-3011	Advertising - Bids and Legal Notice	395.20	395.20	0.00	395.20-	0.00
2001-3018	Postage / Other Mailing Charges	6.18	6.18	0.00	6.18-	0.00
2001-3040	Contracted Services	1,837.51	1,837.51	0.00	1,837.51-	0.00
2001-3115	Taxes and Assessments	1,955.34	1,955.34	0.00	1,955.34-	0.00
2001-3135	Rental Property Maintenance	159.00	159.00	0.00	159.00-	0.00
2002-3069	Disposal Costs	3,437.00	3,437.00	0.00	3,437.00-	0.00
2002-3802	Acquisition / Demolition	251,680.94	251,680.94	0.00	251,680.94-	0.00
	NET Account: Expense:	277,260.58	277,260.58	0.00	277,260.58-	0.00
	TOTAL Fund 40200: Low/Mod Hsg TI Housing Asset:	35,285.53-	35,285.53-	0.00	35,285.53	0.00

For All Revenue, Expense Accounts
 Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015
 To 11/30/2015

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 40300: Non Housing Tax Incr - RPTTF						
Account: Revenue						
3001-8000	Current Secured Property Tax	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
Account: Expense						
3001-3135	Lease Property Maintenance	1,724.13	1,724.13	0.00	1,724.13-	0.00
3001-7000	Operating Transfer to Other Funds	2,371,196.90	2,371,196.90	0.00	2,371,196.90-	0.00
	NET Account: Expense:	2,372,921.03	2,372,921.03	0.00	2,372,921.03-	0.00
	TOTAL Fund 40300: Non Housing Tax Incr - RPTTF:	479,225.03	479,225.03	0.00	479,225.03-	0.00

For All Revenue, Expense Accounts
 Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015
 To 11/30/2015

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 57500: Administrative Allowance Fund						
Account: Expense						
3501-1010	Salaries - Full-time	61,961.34	61,961.34	0.00	61,961.34-	0.00
3501-1020	Salaries - Part-Time	4,608.20	4,608.20	0.00	4,608.20-	0.00
3501-1040	Salaries - Leave Payout	5,575.08	5,575.08	0.00	5,575.08-	0.00
3501-2000	Public Employees Retirement System	13,458.46	13,458.46	0.00	13,458.46-	0.00
3501-2002	Long Term Disability Insurance	166.34	166.34	0.00	166.34-	0.00
3501-2003	Life Insurance Premiums	39.44	39.44	0.00	39.44-	0.00
3501-2004	Worker's Compensation Insurance	5,207.25	5,207.25	0.00	5,207.25-	0.00
3501-2005	Medicare Tax - Employer's Share	1,129.04	1,129.04	0.00	1,129.04-	0.00
3501-2007	Deferred Compensation - Part-Time	172.81	172.81	0.00	172.81-	0.00
3501-2008	Deferred Compensation - Full-time	7,530.86	7,530.86	0.00	7,530.86-	0.00
3501-2009	Unemployment Insurance Premiums	18.26	18.26	0.00	18.26-	0.00
3501-2010	Section 125 Benefit Allow.	6,968.21	6,968.21	0.00	6,968.21-	0.00
3501-3001	Gas and Electric Utilities	9,049.94	9,049.94	0.00	9,049.94-	0.00
3501-3002	Telephone and Fax Charges	673.57	673.57	0.00	673.57-	0.00
3501-3003	Cellular Phone and Pager Charges	582.32	582.32	0.00	582.32-	0.00
3501-3020	Mileage Reimbursement	135.01	135.01	0.00	135.01-	0.00
3501-3040	Contracted Services	5,189.04	5,189.04	0.00	5,189.04-	0.00
3501-3115	Taxes and Assessments	227.38	227.38	0.00	227.38-	0.00
3501-3130	Building Supplies, Keys and Repairs	482.56	482.56	0.00	482.56-	0.00
3501-3300	Conference/Training/Education	468.50	468.50	0.00	468.50-	0.00
	NET Account: Expense:	<u>123,643.61</u>	<u>123,643.61</u>	<u>0.00</u>	<u>123,643.61-</u>	<u>0.00</u>
	TOTAL Fund 57500: Administrative Allowance Fund:	123,643.61	123,643.61	0.00	123,643.61-	0.00

For All Revenue, Expense Accounts
 Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015
 To 11/30/2015

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 60500: Non Housing Bond Proceeds						
Account: Revenue						
5001-8201	Services for Other Agencies	400.00-	400.00-	0.00	400.00	0.00
	NET Account: Revenue:	400.00-	400.00-	0.00	400.00	0.00
Account: Expense						
5001-1010	Salaries - Full-time	10,905.33	10,905.33	0.00	10,905.33-	0.00
5001-1020	Salaries - Part-time	784.48	784.48	0.00	784.48-	0.00
5001-1040	Salaries - Leave Payout	2,429.31-	2,429.31-	0.00	2,429.31	0.00
5001-2000	Public Employees Retirement System	2,370.00	2,370.00	0.00	2,370.00-	0.00
5001-2002	Long Term Disability Insurance	30.73	30.73	0.00	30.73-	0.00
5001-2003	Life Insurance Premiums	7.31	7.31	0.00	7.31-	0.00
5001-2004	Worker's Compensation Insurance	915.71	915.71	0.00	915.71-	0.00
5001-2005	Medicare Tax - Employer's Share	149.63	149.63	0.00	149.63-	0.00
5001-2007	Deferred Compensation - Part-time	29.42	29.42	0.00	29.42-	0.00
5001-2008	Deferred Compensation - Full-time	1,378.79	1,378.79	0.00	1,378.79-	0.00
5001-2009	Unemployment Insurance Premiums	0.73	0.73	0.00	0.73-	0.00
5001-2010	Section 125 Benefit Allow.	1,288.63	1,288.63	0.00	1,288.63-	0.00
5001-3001	Gas and Electric Utilities	1,608.21	1,608.21	0.00	1,608.21-	0.00
5001-3002	Telephone and Fax Charges	124.60	124.60	0.00	124.60-	0.00
5001-3040	Contracted Services	886.43	886.43	0.00	886.43-	0.00
5001-3115	Taxes and Assessments	68.26	68.26	0.00	68.26-	0.00
5002-3802	Acquisitions	800.00	800.00	0.00	800.00-	0.00
5002-3812	Riverwalk Improvement Project	752.62	752.62	0.00	752.62-	0.00
5002-3814	Adell Improvement Project	8,264.80	8,264.80	0.00	8,264.80-	0.00
5003-3807	Building Development Depot Building	240.00	240.00	0.00	240.00-	0.00
5004-3804	SouthWest Industrial Infract. Study	707.50	707.50	0.00	707.50-	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:	35,649.46	35,649.46	0.00	35,649.46-	0.00
	TOTAL Fund 60500: Non Housing Bond Proceeds:	35,249.46	35,249.46	0.00	35,249.46-	0.00

For All Revenue, Expense Accounts
 Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015
 To 11/30/2015

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 60600: Low/Mod Housing Bond Proceeds						
Account: Expense						
6016-3803	Riverside Villa Subdivision	2,085.00	2,085.00	0.00	2,085.00-	0.00
	NET Account: Expense:	2,085.00	2,085.00	0.00	2,085.00-	0.00
	TOTAL Fund 60600: Low/Mod Housing Bond Proceeds:	2,085.00	2,085.00	0.00	2,085.00-	0.00

For All Revenue, Expense Accounts
 Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015
 To 11/30/2015

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 80400: Debt Service Fund						
Account: Revenue						
4001-8162	Interest Income	1,798.32	1,798.32	0.00	1,798.32-	0.00
4001-8350	Transfers In	2,371,196.90-	2,371,196.90-	0.00	2,371,196.90	0.00
	NET Account: Revenue:	2,369,398.58-	2,369,398.58-	0.00	2,369,398.58	0.00
Account: Expense						
4002-3040	Contracted Services	1,674.10	1,674.10	0.00	1,674.10-	0.00
4004-3040	Contracted Services	6,063.30	6,063.30	0.00	6,063.30-	0.00
	NET Account: Expense:	7,737.40	7,737.40	0.00	7,737.40-	0.00
	TOTAL Fund 80400: Debt Service Fund:	2,361,661.18-	2,361,661.18-	0.00	2,361,661.18	0.00
	REPORT TOTALS:	1,756,743.61-	1,756,743.61-	0.00	1,756,743.61	0.00

*** End Of Report ***

For All Revenue, Expense Accounts
 Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015
 To 11/30/2015

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 10800: Code Enforcement						
Dept 414: Community Development - Code Enforcement						
Account: Revenue						
2380-8076	Abandoned Property Registration fees	1,815.00-	1,815.00-	10,000.00-	8,185.00-	18.15
2380-8203	Background Check Service Fee	225.00-	225.00-	300.00-	75.00-	75.00
2380-8227	Vacant Building Ordinance	1,350.00-	1,350.00-	4,500.00-	3,150.00-	30.00
2380-8228	Graffiti Ordinance	151.76-	151.76-	0.00	151.76	0.00
2380-8551	Fines and Penalties for Violations	208,548.00-	208,548.00-	425,000.00-	216,452.00-	49.07
2380-8554	Vehicle Abatement Fee	0.00	0.00	48,000.00-	48,000.00-	0.00
2380-8556	Foreclosure Revenues	24,193.32-	24,193.32-	45,000.00-	20,806.68-	53.76
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:	238,051.66-	238,051.66-	1,027,800.00-	789,748.34-	23.16
Account: Expense						
2425-1010	Salaries / Full-time	168,622.86	168,622.86	528,790.00	360,167.14	31.89
2425-1020	Salaries / Part-time	44,232.20	44,232.20	119,547.00	75,314.80	37.00
2425-1030	Salaries / Overtime	1,236.17	1,236.17	0.00	1,236.17	0.00
2425-1040	Salaries - Leave Payout	1,798.30	1,798.30	9,241.00	7,442.70	19.46
2425-1050	Salaries / Uniform Pay	1,500.00	1,500.00	1,000.00	500.00-	150.00
2425-2000	Public Employees Retirement System	40,836.98	40,836.98	123,696.00	82,859.02	33.01
2425-2002	Long Term Disability Insurance	609.85	609.85	1,786.00	1,176.15	34.15
2425-2003	Life Insurance Premiums	211.89	211.89	593.00	381.11	35.73
2425-2004	Worker's Compensation Insurance	17,439.23	17,439.23	56,242.00	38,802.77	31.01
2425-2005	Medicare Tax - Employer's Share	3,171.37	3,171.37	9,959.00	6,787.63	31.84
2425-2007	Deferred Compensation / Part-time	1,487.27	1,487.27	2,486.00	998.73	59.83
2425-2008	Deferred Compensation / Full-time	15,856.43	15,856.43	33,573.00	17,716.57	47.23
2425-2009	Unemployment Insurance	964.94	964.94	4,188.00	3,223.06	23.04
2425-2010	Section 125 Benefit Allow.	55,077.87	55,077.87	172,297.00	117,219.13	31.97
2425-3001	Gas and Electric Utilities	0.00	0.00	11,000.00	11,000.00	0.00
2425-3002	Telephone and Fax Charges	1,418.88	1,418.88	7,000.00	5,581.12	20.27
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	900.16	900.16	8,000.00	7,099.84	11.25
2425-3018	Postage / Other Mailing Charges	3,198.15	3,198.15	13,000.00	9,801.85	24.60
2425-3020	Mileage Reimbursement	0.00	0.00	500.00	500.00	0.00
2425-3025	Vehicle Fuel, Supplies & Maintenance	1,221.77	1,221.77	18,000.00	16,778.23	6.79
2425-3037	Weed Abatement Expense	721.00	721.00	65,000.00	64,279.00	1.11
2425-3040	Contracted Services	11,280.10	11,280.10	104,000.00	92,719.90	10.85
2425-3050	Bad Debt Expense	12.00-	12.00-	3,000.00	3,012.00	0.40-
2425-3120	Other Supplies	3,336.15	3,336.15	23,500.00	20,163.85	14.20
2425-3130	Building Supplies, Keys, Repairs	74.91	74.91	3,000.00	2,925.09	2.50
2425-3138	Tool Replacement Cost	0.00	0.00	1,000.00	1,000.00	0.00
2425-3300	Conference, Training, Education	225.00	225.00	7,000.00	6,775.00	3.21
2425-4002	Interfund Charges - Central Supply	529.31	529.31	600.00	70.69	88.22
2425-4005	Interfund Charges - Vehicle Repairs	6,502.00	6,502.00	19,494.00	12,992.00	33.35
2425-4007	Interfund Charges - Vehicle Replacem	4,527.00	4,527.00	13,567.00	9,040.00	33.37
2425-4018	Interfund Charges-Computer Maint.	18,823.00	18,823.00	56,447.00	37,624.00	33.35
2425-4020	Interfund Charges - Computer Replace	4,872.00	4,872.00	14,616.00	9,744.00	33.33
2425-6002	Lease Payment	0.00	0.00	7,730.00	7,730.00	0.00
	NET Account: Expense:	410,662.79	410,662.79	1,441,477.00	1,030,814.21	28.49
TOTAL Dept 414: Community Development - Code Enforcement:		172,611.13	172,611.13	413,677.00	241,065.87	41.73
TOTAL Fund 10800: Code Enforcement:		172,611.13	172,611.13	413,677.00	241,065.87	41.73

For All Revenue, Expense Accounts
 Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015
 To 11/30/2015

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 10865: LEA Tire Grant						
Dept 432: LEA Tire Grant						
Account: Revenue						
2427-8428	Current Year Allocation-LEA Grant	14,834.78-	14,834.78-	18,338.00-	3,503.22-	80.90
	NET Account: Revenue:	14,834.78-	14,834.78-	18,338.00-	3,503.22-	80.90
Account: Expense						
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	767.25	767.25	6,956.00	6,188.75	11.03
	NET Account: Expense:	767.25	767.25	18,523.00	17,755.75	4.14
	TOTAL Dept 432: LEA Tire Grant:	14,067.53-	14,067.53-	185.00	14,252.53	7,604.07-
Dept 436: Tire Amnesty Grant						
Account: Revenue						
2428-8455	Tire Amnesty Grant	52,791.00-	52,791.00-	39,649.00-	13,142.00	133.15
	NET Account: Revenue:	52,791.00-	52,791.00-	39,649.00-	13,142.00	133.15
Account: Expense						
2428-1010	Salaries / Full-time	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	140.89	140.89	4,318.00	4,177.11	3.26
2428-3040	Contracted Services	3,620.00	3,620.00	25,545.00	21,925.00	14.17
2428-3120	Other Supplies	64.68	64.68	665.00	600.32	9.73
	NET Account: Expense:	3,825.57	3,825.57	39,998.00	36,172.43	9.56
	TOTAL Dept 436: Tire Amnesty Grant:	48,965.43-	48,965.43-	349.00	49,314.43	0.00
	TOTAL Fund 10865: LEA Tire Grant:	63,032.96-	63,032.96-	534.00	63,566.96	0.00
	REPORT TOTALS:	109,578.17	109,578.17	414,211.00	304,632.83	26.45

*** End Of Report ***

REPORT TO THE CITY COUNCIL

MEETING OF: December 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

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

RECOMMENDATION

No action is required.

JET/cm

Attachment:
-Activity Report

REPORT FOR OCTOBER 1 – NOVEMBER 30, 2015

Foreclosed Property Activities

	Activity	Amount
1.	Total Foreclosed Property Cases	161
2.	Properties Sold this month	33
3.	Monitoring (Occupied)	127
4.	Active Cases	34
5.	Properties Currently Registered	114
6.	Citations Issued - Fiscal year 2015-2016	65

** Aside from the (33) Foreclosure Properties Sold, there were (21) additional Foreclosure cases closed due to cancellation of foreclosure sales in this month.

Code Enforcement Activities

	Activity	Total for Month	Year to Date (From 7/1/2015)
1.	Files Opened	311	833
2.	Files Closed – <i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i>	107	425
3.	Remaining Active Files	955	N/A
4.	Citations Issued	63	174
*5.	Abandoned Vehicles Tagged	136	394
*6.	Abandoned Vehicles Towed	6	15
*7.	Abandoned Vehicles Removed	130	326

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

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	60	260
2.	Total Number of Empowered Citizens	3	1,833
3.	Public Presentations	8	26
4.	School Presentation (in partnership with MPD and Graffiti Abatement Team)	3	3
5.	Arrests by Madera Police Department	0	1

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	\$25,950.00	\$92,375.00
2.	Fines/Citations, Penalties, and Enforcement Fees <i>Collected</i> For Fiscal Year	\$114,822.50	\$208,025.50
3.	Registration Fees for Vacant/Abandoned Buildings and Foreclosed Properties <i>Collected</i> For Fiscal Year	\$1,165.00	\$3,165.00
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	74	\$0.00	\$56,198.34
2.	Lien Confirmations	5	6	\$18,444.00	\$33,156.01
3.	Liens turned over to Assessor	0	0	\$0.00	\$0.00

Files currently being reviewed for appropriate action – 0

REPORT TO THE CITY COUNCIL

MEETING OF: December 9, 2015

AGENDA ITEM NUMBER: 3F

APPROVED BY:


Executive Director

Subject: Code Enforcement Funds Collection Report for Period Ending November 30, 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	\$2,393	\$88,406	\$34,598								\$236,168

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: December 9, 2015

AGENDA ITEM NUMBER: 3G

APPROVED BY:



For: Executive Director

Subject: Consideration of a Resolution Approving the Release of Juan Covarrubias from the Declaration of Covenants and Restrictions Recorded on Property Located at 421 Elm Avenue and Authorizing the Mayor to Execute the Release of Declaration of Covenants and Restrictions and the Replacement Declaration of Covenants and Restrictions and Notice of Affordability Restrictions on Transfer of Property upon the Resale of the Property to an Income Eligible Homebuyer

Summary: The Successor Housing Agency will consider approving a resolution that releases Juan Covarrubias from the recorded Declaration of Covenants and Restrictions upon the resale of his home at 421 Elm Avenue and authorizes the Mayor to execute the Release of the Declaration of Covenants and Restrictions and the replacement Declaration of Covenants and Restrictions and Notice of Affordability Restrictions on Transfer of Property with the homebuyer. Mr. Covarrubias is selling his home to an income-eligible homebuyer, Jose Mendoza Garcia, who will execute new affordability covenants for the remainder of the affordability period.

HISTORY/BACKGROUND

By previous action, the Agency approved the sale of property located at 421 Elm Avenue to Juan Covarrubias. Mr. Covarrubias executed a Declaration of Covenants and Restrictions (agreement) which was recorded October 4, 2012, document number 2002034655. The terms of the agreement state that if the home owner wishes to sell the property, the home owner must sell to an income-eligible homebuyer or pay a penalty to the Agency for violating the terms of the agreement.

Agency staff was notified by Placer Title Company of Mr. Covarrubias' desire to sell his home. Income documentation and supporting loan documents were provided to staff for the potential homebuyer and it was determined that the homebuyer meets the income eligibility requirements. The homebuyer has agreed to execute a Declaration of Covenants and

Restrictions and Notice of Affordability Restrictions on the Transfer of Property that will record concurrently with the close of escrow.

SITUATION

Juan Covarrubias has met the requirements of the Agency in selling the property to an income-eligible homebuyer. The title company is requesting a full reconveyance and release of the Declaration of Covenants and Restrictions recorded October 4, 2002, document number 2002034655, executed by Juan Covarrubias.

The homebuyer, Jose Mendoza Garcia, will execute the Agency's affordability covenants for the remainder of the existing affordability period.

RECOMMENDATION

Staff recommends the Successor Housing Agency adopt the resolution approving the release of Juan Covarrubias from the Declaration of Covenants and Restrictions recorded October 4, 2002, document number 2002034655, and authorizing the Mayor to execute the Release of the Declaration of Covenants and Restrictions, and the replacement Declaration of Covenants and Restrictions and the Notice of Affordability Restrictions on Transfer of Property between the Successor Housing Agency and Jose Mendoza Garcia.

JET/BW:sb

Attachments:

- Resolution (Successor Housing Agency)
- Release of Declaration of Covenants and Restrictions (Juan Covarrubias)
- Declaration of Covenants and Restrictions (Jose Mendoza Garcia)
- Notice of Affordability Restrictions on Transfer of Property (Jose Mendoza Garcia)

RESOLUTION NO. SHA

RESOLUTION OF THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, APPROVING THE RELEASE OF JUAN COVARRUBIAS FROM DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED ON PROPERTY LOCATED AT 421 ELM AVENUE AND AUTHORIZING THE MAYOR TO EXECUTE BOTH THE RELEASE OF DECLARATION OF COVENANTS AND RESTRICTIONS AND THE REPLACEMENT DECLARATION OF COVENANTS AND RESTRICTIONS ON BEHALF OF THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

WHEREAS, to the former Madera Redevelopment Agency approved the sale of property located at 421 Elm Avenue to Juan Covarrubias; and

WHEREAS, Juan Covarrubias executed a Declaration of Covenants and Restrictions which was recorded on October 4, 2002; and

WHEREAS, the terms of the agreement require the home to be sold to an income eligible homebuyer; and

WHEREAS, Juan Covarrubias desires to sell his home; and

WHEREAS, the new homebuyer was determined by the Successor Housing Agency to the former Madera Redevelopment Agency to meet income eligibility requirements; and

WHEREAS, the new home buyer, Jose Mendoza Garcia, has agreed to execute a Declaration of Covenants and Restrictions to be recorded concurrently with the close of escrow; and

WHEREAS, the Successor Housing Agency to the former Madera Redevelopment Agency releases Juan Covarrubias from the Declaration of Covenants and Restrictions recorded on October 4, 2002 as Document Number 2002034655

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 Successor Housing Agency hereby approves the Release of Covenants and Restrictions

with Juan Covarrubias which was recorded on October 4, 2002 as Document Number 2002034655, and authorizes the Mayor to execute the Release.

3. The Declaration of Covenants and Restrictions with Jose Mendoza Garcia is hereby approved and the Mayor of the City of Madera as the Successor Housing Agency to the former Madera Redevelopment Agency is authorized to execute the Declaration of Covenants and Restrictions.

4. This resolution is effective immediately upon adoption.

* * * * *

RECORDING REQUESTED BY:
Successor Housing Agency to the Former Madera Redevelopment Agency

AFTER RECORDING PLEASE MAIL TO:
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

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RELEASE OF DECLARATION OF COVENANTS AND RESTRICTIONS

REFERENCE IS MADE TO THAT CERTAIN DECLARATION OF COVENANTS AND RESTRICTIONS (HEREINAFTER CALLED SAID AGREEMENT) EXECUTED BY JUAN COVARRUBIAS DATED SEPTEMBER 30, 2002, AND RECORDED OCTOBER 4, 2002 AS DOCUMENT NO. 2002034655, IN THE OFFICE OF THE MADERA COUNTY RECORDER. THE UNDERSIGNED BEING THE HOLDER OF THE OBLIGATION REFERRED TO IN SAID AGREEMENT AND THE CONSIDERATION FOR WHICH SAID AGREEMENT WAS GIVEN HAVING BEEN FULLY SATISFIED, THE UNDERSIGNED HEREBY RELEASES, DISCHARGES AND CANCELS SAID AGREEMENT AND DECLARES THE SAME NO LONGER OF ANY FORCE OR EFFECT.

DATED: _____

SUCCESSOR HOUSING AGENCY

STATE OF CALIFORNIA)
) SS
COUNTY OF MADERA)

By: _____
Chairperson

On _____ before me,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State
of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(This area for official notary seal)

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

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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

This Declaration of Covenants and Restrictions (the "Declaration") is entered into as of this 9th day of December, 2015 and between the City of Madera Successor Housing Agency to the former Madera Redevelopment Agency (the "Agency") and Jose C. Mendoza ("Buyer").

RECITALS

- A. The Agency has determined that it would be desirable to stimulate the purchase of homes by very low, low and/or moderate income families; and
- B. In order to further its plan to assist very low, low and/or moderate income households in purchasing housing, the Agency has provided a contribution of funds to the developer in connection with the construction of the single family residence (the "Home") which is the subject of this Declaration. In exchange for this contribution, the developer is required to obtain a declaration of covenants duly executed by the purchaser of the residence described herein. Buyer is benefited by the Agency's contribution of funds by paying a reduced sales price for the Home; and
- C. In order to protect its financial interest and program of providing housing for very low, low and/or moderate income families, the Agency has required the Buyer to execute this Declaration 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 Declaration 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 Declaration and their definitions can be found in the sections indicated below:

- A. "Agency" –First sentence of the Declaration on page 1;
- B. "Declaration" –First sentence of this Agreement on page 1;

C. "Bank's Deed of Trust" –Recital C;

D. "Home" –Recital B;

E. "Buyer" –First sentence of the Declaration on Page 1;

F. "Residence" –Section 2;

G. "Transfer" –Section 5;

H. Term of Affordability and/or Term of the Declaration means until _____ (45 years from recording date of Declaration).

2. DESCRIPTION OF PROPERTY

The Declaration concerns the real property commonly known as 421 Elm Avenue, Madera, California 93638; APN: 008-150-009, which is more fully described in Exhibit A attached hereto and incorporated herein by reference (the "Residence").

3. BUYER CERTIFICATION

The Buyer certifies that (a) they qualify as a very low, low and/or moderate income household as that term is defined in Health and Safety Code Sections 50079.5 and 50093 and (b) 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 Affordability. 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 Declaration 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 Declaration 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 Declaration.

5.1 Affordability Covenant. Buyer herein covenants that for the Term of the Declaration, Buyer is and will continue to be an owner occupant and that the Buyer agrees not to (i) sell the home to anyone other than a person and/or household who qualifies as a person or household of very low, low and/or moderate income (Eligible Household), (ii) nor to sell the home at a price that exceeds an amount which is in excess of the affordable housing cost (the Affordable Housing Cost) as that term is defined in Health and Safety Code Section 50052.5 (iii) nor will they vacate the home as an owner occupant of such Residence, (iv) nor rent, nor lease such Residence during the Term of Affordability.

5.2 Payment to Agency. Should Buyer violate the terms of this Declaration, Buyer or any successor owner of the Residence who violates the terms of the Declaration shall be obligated to make the payment described herein to the Agency. The payment shall be made to the Agency and shall equal a pro rata share of the amount of Agency's contribution plus simple interest at the annual rate of 8% from the date of the purchase of the home by the Buyer in violation of the Declaration, to the date of the violation of the Declaration as determined by the Agency. In no case shall the amount to be paid by the Buyer under this section be less than \$8,000.00, plus interest at 8% per annum. The amount of payment herein shall be calculated and then reduced by 1/25 for each year from the date of this Declaration to the date of the violation. The purpose of this payment is to reimburse the Agency for its loss of a home which is affordable to very low, low and moderate income persons or households. This Declaration 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 Declaration, 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 Prior to any proposed sale, lease or other transfer of all or any part of the Property, the Participant/seller/owner of the Property shall submit to the Agency a copy of the prospective purchaser s/transferee s income certification and a list of all assets owned by the prospective purchaser/transferee or other financial information in a form approved by the Agency along with the income certifications to be provided to any lender making a loan on the Property. The Agency may require documentation evidencing and supporting the income and other financial information contained in the certifications. Agency shall render a decision of eligibility or non-eligibility pursuant to the conditions set for herein. If the prospective purchaser/transferee does not qualify as an Eligible Household, the Agency shall notify Participant/seller/owner and Participant/seller/owner shall be obligated to locate another purchaser/transferee who qualifies as an Eligible Household. If the prospective purchaser/transferee does qualify as an Eligible Household, Agency shall determine the Affordable Housing Cost at which the Property may be transferred.

5.5 THERE SHALL BE NO SALE, LEASE OR OTHER TRANSFER OF THE PROPERTY WITHOUT THE CERTIFICATION BY THE AGENCY THAT THE PURCHASER/TRANSFEREE IS AN ELIGIBLE HOUSEHOLD AND THAT THE PROPERTY IS BEING TRANSFERRED AT AN AFFORDABLE HOUSING COST. ANY SALE, LEASE, OR OTHER 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. The written notice shall be given in accordance with Section 13 of the Declaration 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 Declaration, 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 Declaration.

Upon the declaration of a default or if the Buyer makes any misrepresentation in connection with receiving any benefits under the Declaration, the Agency may apply to a court of competent jurisdiction for specific performance of the Declaration, or for any such other relief at law or in equity as may be appropriate.

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 AND REPORTING ON HOUSING DATABASE

Pursuant to Health and Safety Code section 33418, 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 Declaration 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) _____ [45 years from recording date of Declaration] 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 Declaration to the contrary, the Declaration 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 Declaration to the contrary, all of the provisions of the Declaration 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 Declaration 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 Declaration, and the Declaration shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

15. CONTROLLING LAW

The terms of the Declaration 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:
Jose Mendoza
421 Elm 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:
_____ [Name of Bank Here]
_____ [Address of Bank Here]

Attn: Records Management

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 Declaration are incorporated in the Declaration by such reference.

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

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

By: _____

Title: Robert L. Poythress, Mayor

OWNER(S):

(Print or Type Name)

ATTACH NOTARY ACKNOWLEDGEMENTS

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)

**NOTICE OF AFFORDABILITY RESTRICTIONS ON
TRANSFER OF PROPERTY
(Owner-Occupied Home)**

NOTICE IS HEREBY GIVEN, that the City of Madera Successor Housing Agency to the former Madera Redevelopment Agency of the City of Madera (the "Agency"), to carry out certain obligations under the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.) and the Redevelopment Plan for the Madera Redevelopment Project, has required Jose C. Mendoza (name of Owner), to enter into certain affordability covenants and restrictions entitled, Declaration of Covenants and Restrictions (the "Restrictions"), with reference to certain real property (the "Property"), located at 421 Elm Avenue, Madera California / APN: 008-150-009 (Address & APN), and further described in Exhibit "A", incorporated herein by reference.

This Notice of Affordability Restrictions on Transfer of Property (the "Notice"), is recorded for the purpose of providing notice only, and it in no way modifies the provisions of the Restrictions. In the event of any conflict between this Notice and the Restrictions, the terms of the Restrictions shall prevail.

The Affordability Covenants and Restrictions contained in the Restrictions will require that the Property be restricted as follows:

1. The Buyer certifies that (a) they qualify as a low and/or moderate income household as that term is defined in Health and Safety Code Sections 50079.5 and 50093 and (b) 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 Affordability, in accordance with Article 3 of the Restrictions.

2. 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 Declaration is prohibited, and shall constitute a default by the Buyer hereunder, in accordance with Article 4 of the Restrictions.
3. "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 Declaration 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 Declaration., in accordance with Article 5 of the Restrictions.
4. Affordability Covenant. Buyer herein covenants that for the Term of the Declaration, Buyer is and will continue to be an owner occupant and that the Buyer agrees not to (i) sell the home to anyone other than a person and/or household who qualifies as a person or household of low and/or moderate income (Eligible Household), (ii) nor to sell the home at a price that exceeds an amount which is in excess of the affordable housing cost (the Affordable Housing Cost) as that term is defined in Health and Safety Code Section 50052.5 (iii) nor will they vacate the home as an owner occupant of such Residence, (iv) nor rent, nor lease such Residence during the Term of Affordability as stated in Article 5.1 of the Restrictions.
5. THERE SHALL BE NO SALE, LEASE OR OTHER TRANSFER OF THE PROPERTY WITHOUT THE CERTIFICATION BY THE AGENCY THAT THE PURCHASER/TRANSFeree IS AN ELIGIBLE HOUSEHOLD AND THAT THE PROPERTY IS BEING TRANSFERRED AT AN AFFORDABLE HOUSING COST. ANY SALE, LEASE, OR OTHER TRANSFER OF THE PROPERTY IN VIOLATION OF THIS AGREEMENT SHALL BE VOID in accordance with Article 5.5 of the Restrictions.
6. In the event the Buyer intends to Transfer or vacate the Residence, the Buyer shall promptly notify the Agency in writing of such intent. The written notice shall be given in accordance with Section 13 of the Declaration 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 in accordance with Article 6 – Notice of Intended Transfer of the Restrictions.

7. 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, in accordance with Article 8 of the Restrictions.
8. 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, in accordance with Article 9 of the Restrictions.
9. Pursuant to Health and Safety Code section 33418, 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 as stated in Article 10 of the Restrictions.

The Restrictions have been recorded concurrently herewith and shall remain in effect for forty-five (45) years, commencing on the recording date of the Restrictions and terminating on _____, 20____.

This Notice is being recorded and filed by the Agency in compliance with Health and Safety Code sections 33334.3 and/or section 33413, as amended effective this date, and shall be indexed against the Agency and the Owner.

IN WITNESS WHEREOF, the parties have executed this Notice as of the day and year written below.

DATED: _____

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

OWNER(S):

By: _____

Buyer

Title: Robert L. Poythress, Mayor

ATTACH NOTARY ACKNOWLEDGEMENT

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

BOARD MEETING OF: December 9, 2015
AGENDA ITEM NUMBER: 3H

APPROVED BY:



Neighborhood Outreach Coordinator



Executive Director

Subject: Update on Neighborhood Outreach Activities.

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

History/Background:

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

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

I. National Night Out (NNO) follow-up

- a. A neighborhood watch leaders meeting will be planned for Thursday, January 14, 2016.
- b. We will seek the leaders' inputs and feedback on this year's NNO
- c. The Neighborhood Outreach staff will incorporate the leaders' feedback to improve next year's NNO and prepare the Involvement Committee for it.

II. National Night Out Special Award

- a. The City of Madera has been selected as a National Award Winner for its outstanding participation in the 32nd Annual National Night Out. It was ranked 35th in our category nationwide.

III. Neighborhood Meetings:

- a. October's Meetings
 - i. October's neighborhood watch meetings (calendar sent out to the Mayor and the Council members)

1. Date: October 13, 2015; Location: N. L Street N/W; Time: 6 P.M. - 7 P.M.
 2. Date: October 17, 2015; Location: Fillmore (block party); Time: 2 P.M. - 7 P.M.
 3. Date: October 20, 2015; Location: Persimmon Street N/W; Time: 6 P.M. - 7 P.M.
 4. Date: October 22, 2015; Location: Stanford Ave N/W; Time: 6 P.M. - 7 P.M.
 5. Date: October 24, 2015; Location: San Ramon (block party); Time: 2 P.M. - 7 P.M.
 6. Date: October 27, 2015; Location: South Lake Street; Time: 6 P.M. - 7 P.M.
 7. Date: October 29, 2015; Location: Sherwood Square N/W; Time: 6 P.M. - 7 P.M.
- b. November's Meetings
- i. November's neighborhood watch meetings (calendar sent out to the Mayor and the Council members)
 1. Date: Friday, November 13, 2015; Location: John Well Youth Center and High Street; Time: 6 P.M. - 7 P.M.
 2. Date: Tuesday, November 17, 2015; Location: Elm Street; Time: 6 P.M. - 7 P.M.
 3. Date: Monday, November 30, 2015; Location: Royal Drive; Location: 6 P.M. - 7 P.M.
- c. Upcoming Meetings
- i. December's neighborhood watch meetings (what is thus far scheduled)
 1. Date: Monday, December 7, 2015; Location: Persimmon Street N/W; Time: 6 P.M. - 7 P.M.

IV. Outreach Activities:

- a. October
 - i. We set up a booth to advertise the Neighborhood Watch Program at the Madera Coalition for Community Justice 4th Annual Health Resource Fair & Food Distribution; October 27th at 1125 N Lake St.
 - ii. The outreach staff walked Sultana neighborhood on October 13, 2015 to promote our Neighborhood Outreach Program and to recruit a leader to start a group there.
- b. November
 - i. Advertised the Neighborhood Watch Program at the CalViva Health Fair on November 4, 2015 at Washington Elementary School.
 - ii. The staff walked Macadamia Ave on November 5th and 10th to promote our Neighborhood Outreach Program and to recruit a leader to start a group there.
 - iii. Graffiti Abatement Elementary Schools Presentations
 1. Date: Friday, November 6, 2015; Location: John Adams Elementary School; Time: 8:30 A.M.
 2. Date: Monday, November 9, 2015; Location: Dixieland Elementary School; Time: 9 P.M.
 3. Date: Tuesday, November 17, 2015; Location: Nishimoto Elementary School; Time: 8: 30 A.M.

V. Established Community Partnerships:

- a. Community Partnership November meeting:
 - i. Ten (10) public, private, and non-profit agencies' representatives attended: Madera Coalition, WIC, Madera County Library, California Rural Legal Assistance, and MUSD;
 - ii. We introduced an application called "asana", which will be used as a platform for interagency cooperation and collaboration on events scheduling and to inform residents of ongoing events and services in the City.
 - iii. Currently organizing our first resource event for late January in collaboration with the Madera Coalition for Community Justice.
- b. Parents for Students Success Project
 - i. Our agency is coordinating with David Hernandez, the MUSD Community Service Director, to support him with recruiting parents to volunteer at our targeted elementary schools: Sierra Vista, James Monroe, and Millview. The objective of this project is to improve students' academic performance, including reading and writing skills, through parental engagement. Surveys will be conducted at the three schools from December 9th through December 11th to learn how to engage parents.
- c. Residents Engagement Study Group
 - i. Community members, public officials, and faith-based representatives met on October 1, 2015 and on November 5, 2015 to discuss ways to enhance residents' public engagement for the betterment of our City. The group is still at the brainstorming phase.
- d. SCORE
 - i. Score is a non-profit organization that provides business counseling to American small businesses. They hosted their meeting on October 8, 2015 and October 28, 2015 in the Successor Agency's Conference Room. The organizers want to recruit retired business leaders to provide counseling to small businesses in the City of Madera.
- e. Madera's Annual Homeless Awareness Day Committee
 - i. Our outreach staff were involved in planning the Madera Annual Homeless Awareness Day, which this year landed on November 20, 2015. Madera County Community Action Center, the City of Madera, the Madera County Department of Education, and third parties were all part of the committee. The committee members and volunteers passed out over 150 hygiene kits and lunch bags to homeless men and women in the City.
- f. Madera Downtown Association
 - i. The outreach staff walked downtown the week of the meeting on October 21, 2015 and November 19, 2015 to encourage merchants to attend the monthly meetings and express their ideas to help increase commercial activities and foot traffic in downtown. It has helped increase merchants participation and our staff are currently working with the Madera Police Department, the association's board members, and merchants to address some of their concerns and to implement some of the ideas the group agreed upon during the meetings.

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

RECOMMENDATION

This report is merely informational. No action is required.

REPORT TO THE CITY COUNCIL

BOARD MEETING OF: December 9, 2015

AGENDA ITEM NUMBER: 4A

APPROVED BY:


Executive Director

Subject: Presentation on Curb Painting Campaign by Madera Ministerial Association

SUMMARY

The City Council will be provided with information regarding Curb Painting Campaign.

RECOMMENDATION

Information only.

JET:cm

Attachment:
None

REPORT TO THE CITY COUNCIL

BOARD MEETING OF: December 9, 2015

AGENDA ITEM NUMBER: 4B

APPROVED BY:



Neighborhood Preservation Supervisor



For: Executive Director

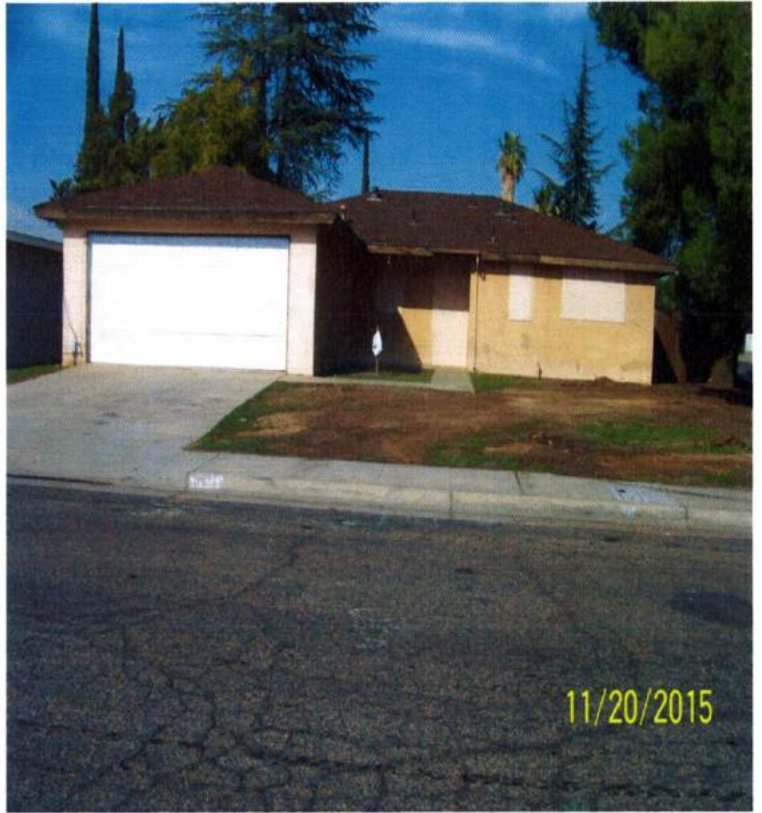
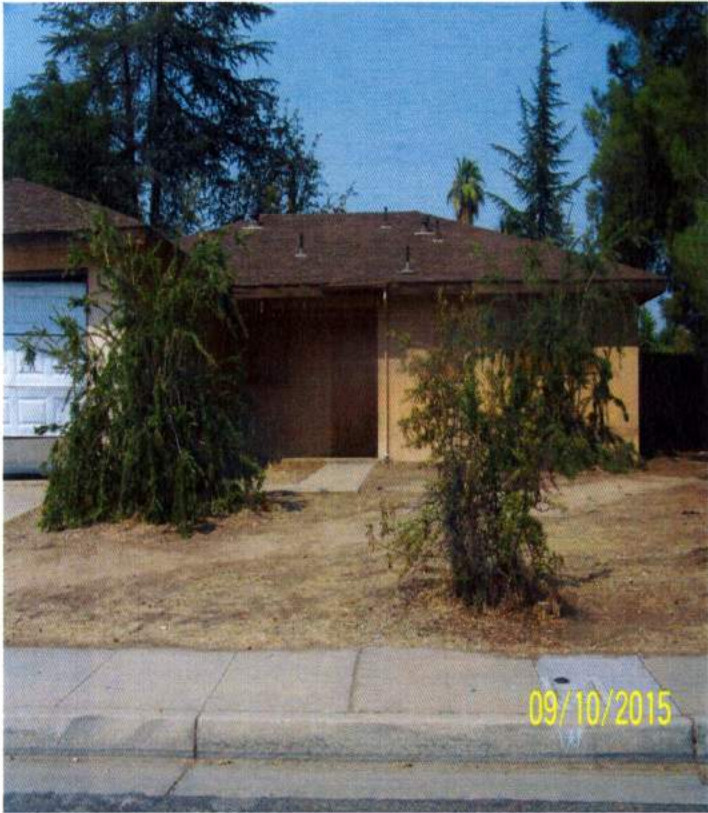
Subject: Code Enforcement Major Case Summary

Major case summary for *December* include the following:

621 James Way

History: Due to the lack of maintenance of the property, a vacant building case was opened in 2011 for 621 James Way. During the next four years the property continued to deteriorate with overgrown weeds, and an accumulation of trash and debris. Numerous attempts were made to contact the owner via postings, notices and citations. However, no response has ever been 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 abate the unsanitary and unsafe conditions from the property. The owner never appeared at the hearing.

Status: The Hearing officer approved the City of Madera's request to abate the property. In receiving this authorization, an abatement warrant was obtained. A contractor was hired to remove the violations from the property. The work performed included securing the property by locking the back door, and repairing and securing the garage door. All weeds, trash, junk and debris were removed from the front and back yard. A Cost Recovery Hearing is scheduled to request authorization for the City 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.



617 and 621 Deerwood Drive

History: Due to the lack of maintenance of the property, a vacant building case was opened in 2011 for 621 Deerwood Drive. 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 telephone calls, postings, notices and citations. However, no response has ever been received nor has any attempt ever been made to maintain the property. On February 12, 2015 an Abatement Hearing was conducted to obtain authorization for the city to abate the unsanitary and unsafe conditions of the property. The owner never appeared at this hearing.

Status: The Hearing officer approved the City of Madera's request to abate the property. In receiving this authorization, an abatement warrant was obtained. A contractor was hired to remove the violations from the property. The work performed included securing the property by locking the back door, and repairing and securing the garage door. All weeds, trash, junk and debris were removed from the front and back yard. A Cost Recovery Hearing is scheduled to request authorization for the City to record a lien on the property for the cost of the abatement. The case remains open and will continue to be monitored by department staff.

RECOMMENDATION:

No further action is required.





REPORT TO THE SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY

BOARD MEETING OF: December 9, 2015
AGENDA ITEM NUMBER: 5A

APPROVED BY:


for: Executive Director

Subject: Consideration of a Resolution Approving the Award of a Contract for the Riverwalk Drive Improvement Project City of Madera Project No. ST 10-03, In the Amount of \$1,027,169 to Avison Construction Inc., Authorizing Construction Contingencies of Up to 10% and Construction Inspection and Management of Up to 10%, and Authorizing the Mayor to Execute the Contract on Behalf of the Successor Agency

Summary: The Successor Agency will consider a resolution approving the award of contract for the Riverwalk Drive Improvement Project.

HISTORY/BACKGROUND

The low bid of \$1,027,169 received for the project is approximately 24.9 percent below the Engineer's Cost Estimate of \$1,368,424.75. The low bidder meets all the requirements necessary to be awarded the construction contract. The project funding is included as an enforceable obligation in the Agencies ROPS 15-16B as approved by the Successor Agency, the Oversight Board and the State Department of Finance. It is staff's recommendation that the project be awarded.

DISCUSSION:

The work in general consists of constructing Riverwalk Drive a new street that will serve the proposed Redevelopment Agency's planned development of the existing neighborhood. Portions of A Street and C Street will also be reconstructed.

The construction includes: concrete curbs, gutters, sidewalk and ADA ramps, installation of water mains and service laterals and fire hydrants. Street construction includes removal of existing pavements and replacing with aggregate base and asphalt concrete paving. Included in the project is the installation of LED street lights with Pacific, Gas and Electric providing the new power feed.

The project will also install landscaping along the Fresno River frontage with a drip irrigation system designed to conserve water.

The City Engineering Division will provide Construction Management and Construction Inspection for the overall project.

Materials and compaction testing will be done by an engineering testing lab selected by the City for the project.

SITUATION

The "Notice Inviting Bids" was duly noticed. Plans and specifications were distributed to various building exchanges and made available to contractors and sub-contractors. The plans and specifications were

also posted on the City of Madera's website and EBidBoard.com, which is a project listing service for contractors.

All bids were checked for accuracy of the bid extensions, and required bid documents were checked for compliance with requirements of the specifications. The validity of contracting licenses and bid security were also checked. It has been determined that Avison Construction, Inc. has submitted the lowest responsive and responsible bid that meets all the contract requirements.

On November 19, 2015, the City received the twelve bids listed below:

<u>BIDDER'S NAME</u>	<u>BID AMOUNT</u>
1. Avison Construction, Inc., Madera, CA	\$1,027,169.00
2. Bush Engineering, Inc., Hanford, CA	\$1,035,043.00
3. Witbro Inc. DBA Seal Rite Paving & Grading, Fresno, CA	\$1,037,225.30
4. Emmets Excavation, Inc., Fresno, CA	\$1,038,503.50
5. American Paving Co. , Fresno, CA	\$1,041,249.00
6. Steve Dovali Construction, Inc. , Fresno, CA	\$1,113,413.10
7. Asphalt Design, Inc. , Fresno, CA	\$1,140,494.69
8. AGEE Construction Corporation, Clovis, CA	\$1,223,056.00
9. Rolfe Construction, Atwater, CA	\$1,267,736.00
10. DOD Construction, Bakersfield, CA	\$1,319,724.50
11. Granite Construction Co. , Fresno, CA	\$1,343,477.30
12. Burdick Excavating Co., Carson City, NV	\$1,608,100.00
Engineers Opinion of Contract Cost:	\$1,368,424.75

RECOMMENDATION

Adoption of a Resolution:

- a. Approving the award of the contract for the Riverwalk Drive Improvements Project City of Madera Project No. ST 10-03 in the amount of \$1,027,169 to Avison Construction, Inc.
- b. Authorizing Construction Contingencies of up to 10% as approved by the City Engineer.
- c. Authorizing up to 10% for Construction Inspection and Management as approved by the City Engineer.
- d. Authorizing the Mayor to execute the contract on behalf of the Successor Agency.

JET:jm

Attachment(s):
-Resolution
-Agreement

RESOLUTION NO. SA 15-__

RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, APPROVING THE AWARD OF CONTRACT FOR THE RIVERWALK DRIVE IMPROVEMENTS PROJECT CITY OF MADERA PROJECT NO. ST 10-03, IN THE AMOUNT OF \$1,027,169 TO AVISON CONSTRUCTION, INC., AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 10%, CONSTRUCTION INSPECTION AND MANAGEMENT OF UP TO 10%, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE SUCCESSOR AGENCY

WHEREAS, The Engineering Division advertised a solicitation for bids for the; Riverwalk Drive Improvements Project City of Madera Project No. ST 10-03, and

WHEREAS, Sealed bids were received and opened by the City Engineer; and

WHEREAS, Funding for project construction has been approved as an enforceable obligation in the Successor Agency's ROPS 15-16B line item# 66, and

WHEREAS, On February 10, 2015, a Negative Declaration was approved for the project pursuant to the provisions of the California Environmental Quality Act (CEQA). The project will not have a significant effect on the environment.

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

1. The above recitals are true and correct.
2. The Successor Agency has reviewed and considered all of the information presented including the report to the City Council from the Engineering Division.
3. The Successor Agency finds that Avison Construction, Inc., is the lowest responsible and responsive bidder.
4. The project has been approved as an enforceable obligation by the Successor Agency, the Oversight Board and the Department of Finance in the Successor Agency ROPS 15-16B, line item# 66.
5. The contract for the Riverwalk Drive Improvements Project City of Madera Project No. ST 10-03, a copy of which is on file in the office of the City Clerk and which is referred to for more particulars, is hereby approved.
6. Construction contingencies of up to 10% of the contract amount are hereby authorized.
7. Construction Inspection and Management of up to 10% of the contract amount as approved by the City Engineer are hereby authorized.
8. The Mayor is authorized to execute the contract on behalf of the City of Madera Successor Agency to the Former Madera Redevelopment Agency.
9. This Resolution is effective immediately upon adoption.

* * * * *

AGREEMENT

THIS AGREEMENT, made this 9th day of December , 2015, between the City of Madera, hereinafter called "**OWNER**", and Avison Construction, Inc. , doing business as (an individual), or (a partnership), or (a corporation), hereinafter called "**CONTRACTOR**".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the "**RIVERWALK DRIVE IMPROVEMENT PROJECT CITY OF MADERA PROJECT NO. ST 10-03**"
2. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the **WORK** described herein.
3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of \$ 1,027,169.00 , each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any **WORK**.
4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.
5. The term "**CONTRACT DOCUMENTS**" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Information for Bidders
 - (C) Bid Proposal
 - (D) Bid Bond
 - (E) Agreement
 - (F) Payment Bond
 - (G) Performance Bond
 - (H) Insurance Requirements for Contractors
 - (I) General Conditions
 - (J) Special Conditions
 - (K) State Standard Plans and Specifications ISSUE MAY 2010
 - (L) PLANS and SPECIFICATIONS prepared or issued by CITY OF MADERA, entitled "**RIVERWALK DRIVE IMPROVEMENT PROJECT CITY OF MADERA PROJECT NO. ST 10-03**" dated **September 2015**. Project Plans prepared or issued by the City of Madera Engineering Department, Explanation of Bid Items, Technical Specifications, City of Madera Standard Specifications and Drawings
Addenda Nos. 1 , dated October 20, 2015
Addenda Nos. 2 , dated October 28, 2015
Addenda Nos. 3 , dated November 5, 2015
Addenda Nos. 4 , dated November 10, 2015

6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount of **Four Hundred Dollars (\$400.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. In the event of a dispute between the **OWNER** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **OWNER** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **OWNER** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **OWNER** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **OWNER'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **OWNER**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

9. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter".

10. In accordance with the provisions of Article 5, Chapter I, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, part I, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. The **CONTRACTOR** shall comply with Part 7, Chapter I, Article 2, Section 1775 of the Labor Code of the State of California. The **CONTRACTOR** shall, as a penalty to the **OWNER**, forfeit fifty dollars (\$50.00) for each calendar day, or portion thereof, for each workman

paid less than the prevailing rates for such work or craft in which such workman is employed for any public work done under the Contract by him or by any **SUBCONTRACTOR** under him. The difference between such prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than a prevailing wage rate, shall be paid to each workman by the **CONTRACTOR**.

12. The **CONTRACTOR** shall comply with Part 7, Chapter 1, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. Should non-compliance still be evident after the ten (10) day period, the **CONTRACTOR** shall, as a penalty to the **OWNER** forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

13. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR** under him. It is the **CONTRACTOR'S** responsibility to ensure compliance by both itself and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars (\$30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (a) In the event unemployment for the previous three month period in such area exceeds an average of 15 percent, or
- (b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or
- (c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or
- (d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents **CONTRACTORS** in a specific trade from the 1 to 5 ratio on a local or statewide basis the member **CONTRACTORS** will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other **CONTRACTORS** on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

14. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any workman is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property. The **CONTRACTOR** doing the work, or his duly authorized agent, shall file with **OWNER** a report, verified by his oath, setting forth the nature of the said emergency, which report shall contain the name of said worker and the hours worked by him on the said day, and the **CONTRACTOR** and each **SUBCONTRACTOR** shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the **OWNER**, or its officer or agents and to the Chief of all Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents; and it is hereby further agreed that said **CONTRACTOR** shall forfeit as a penalty to the **OWNER** the sum of Twenty-Five Dollars (\$25.00) for each laborer, workman or any **SUBCONTRACTOR** under him for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of this stipulation.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER**. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR**.

15. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

16. The **CONTRACTOR** and the **OWNER** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a supplemental agreement or change order and approved and signed by the **OWNER** and the **CONTRACTOR**. It is specifically agreed that the **OWNER** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This contract shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

17. **CONTRACTOR** will indemnify, defend and defend the **OWNER** against and hold it harmless from all and any liability for damages on account of injury to persons or damages to property resulting from or arising out of or in any way connected with the performance by **CONTRACTOR** of the Agreement and reimburse the **OWNER** for all costs, expenses and loss incurred by it in consequence of any claims, demands, and causes of action which may be brought against it arising out of the performance by **CONTRACTOR** of this Agreement. **CONTRACTOR** shall furnish the **OWNER** with a certificate of an insurance carrier of adequate insurance coverage on this undertaking with limits of at least:

\$1,000,000 for bodily injury to each person,
\$1,000,000 for bodily injuries on each occurrence, and
\$1,000,000 for property damage on each occurrence.

The Certificate of Insurance will state the contractual liability assumed under this paragraph is covered and shall provide that thirty (30) days notice of cancellation or reduction in coverage shall be given the **OWNER**.

The Certificate of Insurance shall be issued in triplicate to the City of Madera and all officers and employees of said agency while acting within the course and scope of their duties and responsibilities.

Insurance policies shall name the City of Madera as additional insured. The insurance provider shall furnish Owner with **ISO form Accord 25 and endorsement form CG 20 10 10 01 and endorsement form CG 20 37 10 01 or equivalent, subject to the approval of the City's Risk Manager.**

See Section "INSURANCE REQUIREMENTS FOR CONTRACTOR", pages attached herein, per addendum no. 2, for additional details as they pertain to the provision of insurance.

18. Amendments- Any changes to this Agreement requested by either City or **Avison Construction, Inc.** may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

19. Termination.

A. This Agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, **Avison Construction, Inc.** shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized in writing by the City representative to wind up the work performed to date of termination.

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

1. An illegal use of funds by **Avison Construction, Inc.**
2. A failure by **Avison Construction, Inc.** to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by **Avison Construction, Inc.** to City.

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

Notice of termination shall be mailed to the City:

City of Madera
205 W. 4th Street
Madera, Ca 93637

To the Contractor **Avison Construction, Inc.**

Notices. All notices and communications from the **Avison Construction, Inc.** shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as

20. Compliance With Laws- City shall comply with all Federal, State and local laws,

ordinances, regulations and provisions applicable in the performance of City's services.

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

21. Attorneys' Fees/Venue- In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in City of Madera.

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

23. City's Authority- Each individual executing or attesting to this Agreement on behalf of City hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that Contractor is a duly organized and legally existing municipal corporation in good standing in the State of California.

24. Contractor's Legal Authority

Each individual executing or attesting this Agreement on behalf of **Avison Construction, Inc.** hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that **Avison Construction, Inc.** is a duly organized and legally existing corporation in good standing in the State of California.

25. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

26. Sole Agreement- This instrument constitutes the sole and only Agreement between City and **Avison Construction, Inc.** in connection to the Project and correctly sets forth the obligations of City and **Avison Construction, Inc.** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

27. Assignment- Neither the **Avison Construction, Inc.** nor City will assign its interest in this Agreement without the written consent of the other.

28. During the performance of this Agreement, the Contractor assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap,

under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

29 This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in THREE copies, each of which shall be deemed an original on the date first above written.

City of Madera
Herein Called OWNER

By: _____
Robert L. Poythress, Mayor

APPROVE AS TO FORM:

Brent Richardson, City Attorney

ATTEST:

Sonia Alvarez, City Clerk

BY: _____
Herein Called CONTRACTOR

BY: _____

Federal Tax I.D. No.

Contractor License Number

DIR Registration Number

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____, 2015 before me, _____
(insert name and title of officer)

personally appeared _____

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ADDENDUM NO. 2

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG001).
2. Insurance Services Office form number CA 0001 (Ed.1/87) covering Automobile Liability, Code 1 (any auto).
3. Workers Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

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

In the contractor maintains higher limits that the minimums shown above, the City shall be entitled to coverage at the higher limits maintained by the contractors.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retentions must be declared to and approved by the Madera Redevelopment Agency (hereinafter "Entity"). At the option of the Entity, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the **Entity, City of Madera, Blair, Church & Flynn Consulting Engineers and any officers, officials, employees and volunteers, of the above**; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

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

1. **The Entity, City of Madera, Madera Redevelopment Agency, Blair, Church & Flynn Consulting Engineers and any officers, officials, employees, agents and volunteers of the above**, are to be covered as insureds as respects:

Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractors. The coverage shall contain no special limitations on the scope of protection afforded to the **Entity, City of Madera, Madera Redevelopment Agency, Blair, Church & Flynn Consulting Engineers, its officers, officials, employees, agents or volunteers of the above**.

ADDENDUM NO. 2

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the **Entity, City of Madera, Madera Redevelopment Agency, Blair, Church & Flynn Consulting Engineers, its officers, officials, employees, agents or volunteers of the above..** Any insurance or self-insurance maintained by the **Entity, City of Madera, Madera Redevelopment Agency, Blair, Church & Flynn Consulting Engineers, its officers, officials, employees, agents or volunteers of the above.** shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to **Entity, City of Madera, Madera Redevelopment Agency, Blair, Church & Flynn Consulting Engineers, its officers, officials, employees, agents or volunteers of the above..**
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the **Entity, City of Madera, Madera Redevelopment Agency, Blair, Church & Flynn Consulting Engineers, its officers, officials, employees, agents or volunteers of the above.**

Course of construction policies, where required, shall contain the following provisions:

1. **Entity, City of Madera, Madera Redevelopment Agency, Blair, Church & Flynn Consulting Engineers, its officers, officials, employees, agents or volunteers of the above.** shall be named as loss payee.
2. Contractor hereby agrees to waive subrogation which any insurer of contractor may acquire from contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The insurer shall waive all rights of subrogation against **Entity, City of Madera, Madera Redevelopment Agency, Blair, Church & Flynn Consulting Engineers, its officers, officials, employees, agents or volunteers of the above.**
3. The workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of the City for all work performed by the contractor, its agents, employees, independent contractors and subcontractors.

Acceptability of Insurers

Insurance shall be provided by an insurance company licensed to transact such business in the State of California with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

Contractor shall furnish the Entity effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the Entity, to be received and approved by the Entity before work commences. As an alternative to the Entity's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

Independent Contractor.

In performance of the work, duties, and obligations assumed by City under this Agreement, it is mutually understood and agreed that City, including any and all of City's officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **(Name of Successful Bidder)**. Furthermore, **(Name of Successful Bidder)** shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. City and ---

ADDENDUM NO. 2

(Name of Successful Bidder) shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, City shall have absolutely no right to employment rights and benefits available to **(Name of Successful Bidder)** employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, City shall be solely responsible and hold **(Name of Successful Bidder)** harmless from all matters relating to payment of City's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, City may be providing services to others unrelated to **(Name of Successful Bidder)** or to this Agreement.

Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Worker's Compensation Insurance

Contractor represents that he has secured the payment of Worker's Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provision of said Code. If Contractor self-insures Workers Compensation, a "Certificate of Consent to Self-Insure" shall be provided the Owner along with a letter from the State Department of Industrial Relations Self-Insurance Plans verifying the Certificate is now in full force and effective as of this present date.

Insurance policies shall name the City of Madera as additional insured. The insurance provider shall furnish Owner with **ISO form Accord 25 and endorsement form CG 20 10 10 01 and endorsement form CG 20 37 10 01** or equivalent, subject to the approval of the City's Risk Manager. See forms included in this section.

ADDENDUM NO. 2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	NAIC #
	INSURER B:	
INSURED	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ADDENDUM NO. 2

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ADDENDUM NO. 2

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
Location And Description of Completed Operations:
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

ADDENDUM NO. 2

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Contractor shall indemnify, defend and hold harmless, CITY OF MADERA, AND ITS OFFICERS, OFFICIALS, EMPLOYEES AND AGENTS OF THE ABOVE from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Entity.

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

BOARD MEETING OF: December 9, 2015

AGENDA ITEM NUMBER: 6A

APPROVED BY:


For: Executive Director

Subject: Joint Public Hearing Regarding Consideration of Resolutions Approving 33433 Report and Approval of Sale of Real Property Located at 1224 Nebraska Avenue (APN 004-111-018) to Francisco Marquez

Summary: This is a noticed public hearing between the City Council and the Successor Housing Agency regarding the sale of property located at 1224 Nebraska Avenue. The buyer is Francisco Marquez, and the sales price is \$145,000.00.

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 1224 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 current tenants have requested to purchase the property. The Successor Housing Agency normally requires an affordability covenant be recorded with the sale of its housing units. During the sales process, the terms of the Affordability Covenant and Restrictions were explained to the buyers. They are requesting to purchase the property at the appraised value of \$145,000.00 without being required to sign the Affordability Covenant and Restrictions. They have been tenants at this property for the past six (6) years and wish to purchase the home and become home owners.

This property, which is currently being rented and the Agency holds the position as “landlord,” has created a different situation for the Agency, for which there are two scenarios for the Agency to consider.

1. The Agency can approve a the sales agreement with Francisco Marquez, allowing him to purchase the property at the fair market value of \$145,000.00, or
2. The Agency can require the tenants to vacate the property, allowing the Agency to rehab the property, establish the rehabbed fair market value, and offer the property for sale to an income eligible family who would be required to meet the income eligibility requirements and execute the Agency’s affordability agreements.

Given the Agency’s three (3) year relationship with Francisco Marquez as outstanding tenants, making monthly lease payments on time, exhibiting excellent property maintenance standards, and who now desire to become a home owner, staff feels it’s in the best interest of the Agency, as well as Francisco and his family, to allow them to purchase the home at the appraised value of \$145,000.00, without covenants and restrictions.

RECOMMENDATION

Staff recommends the following actions:

1. The City Council adopt the resolution approving the sale of property located at 1224 Nebraska Avenue to Francisco Marquez that was acquired with tax increment and making related findings. The sales price is \$145,000.00.
2. The Successor Housing Agency adopt the resolution approving the sale of property located at 1224 Nebraska Avenue.
3. The Successor Housing Agency adopt the resolution approving the Agreement for Purchase and Sale of Real Property and Escrow Instructions with Francisco Marquez for property located at 1224 Nebraska Avenue.

JET:bw

Attachments:

-33433 Report

-Resolutions (City & Successor Housing Agency)

- Agreement for Purchase/Sale of Real Property and Escrow Instructions

**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
FRANCISCO MARQUEZ**

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 Francisco Marquez ("Buyer"). The site is located at 1224 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	671.09
8. Property Taxes	990.56
9. Utility Services	3,996.20
10. Public Noticing	<u>235.72</u>
11. Sub Total	\$243,590.30
12. Less: Original sale of lot to Kyriss	(29,705.75)
13. Less: Tenant rent August 2012 to August 2015	(39,000.00)
14. Less: Payments received on Construction Loan	(24,614.30)
15. Less Land Sale Proceeds (net est. escrow fees)	<u>(143,500.00)</u>
16. Net Cost to Agency	<u>\$6,770.25</u>

- 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 \$145,000.00.
- D. The purchase price pursuant to the proposed agreement is \$145,000.00.
- E. The amount of the purchase price is based upon an appraisal of the property conducted on November 23, 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 1224 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 \$145,000.00.
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.

C. Agency Responsibilities

1. The Agency will convey the property to the Buyer for \$145,000.00. The home and sales price are described as follows:
 - a. 5 bedroom / 2 bath = \$145,000.00
 - 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 1224 NEBRASKA AVENUE 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 1224 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 December 9, 2015.

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.

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RESOLUTION NO. SHA

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 1224 NEBRASKA AVENUE LOCATED IN THE CITY OF MADERA

WHEREAS, Francisco Marquez has applied to purchase property from the Successor Housing Agency for owner occupancy located at 1224 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 December 4, 2015, the approval of the sale of the property is in the best interest of the City of Madera, and the

Successor Housing Agency finds the proposed single family use is consistent with 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 1224 Nebraska Avenue to Francisco Marquez.

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.

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RESOLUTION NO. SHA

RESOLUTION OF THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, APPROVING AGREEMENT WITH FRANCISCO MARQUEZ FOR THE PURCHASE AND SALE OF REAL PROPERTY KNOWN AS 1224 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 Francisco Marquez (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 \$145,000.00 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 \$145,000 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 Francisco Marquez is approved in the amount of \$145,000.00, 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.

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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 Francisco Marquez, 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 Forty Five Thousand and no/one hundredths dollars (\$145,000.00) 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.
 - 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: Francisco Marquez

Dated: _____

By: _____
Francisco Marquez

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 December 9, 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 Poythress, Mayor

By: _____
Claudia Mendoza, Recording Secretary

ATTACH NOTARY ACKNOWLEDGMENTS