

MEETING NOTICE AND AGENDA
SPECIAL MEETING OF THE OVERSIGHT BOARD OF THE
SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY
Monday, November 21, 2016 at 9:00 a.m. – Regular Session
City of Madera - City Hall Council Chambers, 205 West Fourth Street, Madera, California

1. CALL TO ORDER – REGULAR SESSION

ROLL CALL

Stell Manfredi, Chairperson

(Representing a Member of the Public at Large)

Bobby Kahn, Vice Chairperson

(Representing the Chancellor of Community Colleges)

Max Rodriguez, Board Member

(Representing the Madera County Board of Supervisors)

Donald Horal, Board Member

(Representing the Madera County Mosquito & Vector Control District)

Cecilia Massetti, Ed.D., Board Member

(Representing the Madera County Superintendent of Schools)

Derek Robinson, Board Member

(Representing the Madera City Council)

Bob Wilson, Board Member

(Representing Former Madera Redevelopment Agency Employees)

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

The first fifteen minutes of the meeting are reserved for members of the public to address the Board on items which are within the subject matter jurisdiction of the Board. 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 Chairperson 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 Board is 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 Board does not respond to public comment at this time.

2. CONSENT CALENDAR

2.1 Minutes of the Regular Meeting of the Oversight Board for September 19, 2016

3. PRESENTATIONS/ADMINISTRATIVE REPORTS

There are no items for this section.

4. NEW BUSINESS

4.1 Consideration of Resolution Approving the Sale of Property Located at 218 East Yosemite Avenue (APN 007-161-006)

5. GENERAL

There are no items for this section.

6. BOARD MEMBER REPORTS

7. ADJOURNMENT

The next Regular Meeting date of the Oversight Board is Monday, December 19, 2016.

The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Requests for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.

Any writing related to an agenda item for the open session of this meeting distributed to the Board less than 72 hours before this meeting is available for inspection at the Successor Agency office located at 428 East Yosemite Avenue, Madera California 93638 during normal business hours.

Para asistencia en Español sobre este aviso, por favor llame al (559) 661-5113.

I, Claudia Mendoza, Recording Secretary, declare under penalty of perjury that I posted the above Meeting Agenda of the Regular Meeting of the Oversight Board of the Successor Agency to the former Madera Redevelopment Agency for Monday, November 21, 2016 at 9:00 a.m. in the Council Chambers at City Hall near the front entrances of City Hall before the close of business on Thursday, November 17, 2016.

/cm


Claudia Mendoza, Recording Secretary

**REGULAR MEETING OF THE OVERSIGHT BOARD OF THE
SUCCESSOR AGENCY TO THE FORMER
MADERA REDEVELOPMENT AGENCY**

Monday, September 19, 2016 at 9:00 a.m. – Regular Session
City of Madera City Hall – Council Chambers, 205 West Fourth Street, Madera, California

Action/Summary Minutes

1. CALL TO ORDER – REGULAR SESSION

Meeting called to order by Chairperson Stell Manfredi at 9:00 a.m.

ROLL CALL

Board Members Present:

Stell Manfredi, Chairperson
Bob Wilson, Board Member
Max Rodriguez, Board Member
Bobby Kahn, Board Member
Derek O. Robinson, Board Member
Donald Horal, Board Member

Board Members Absent:

Cecilia Massetti, Ed.D, Board Member

Successor Agency Staff Members Present:

Executive Director Jim Taubert, General Counsel Brent Richardson, Recording Secretary
Claudia Mendoza

The Pledge of Allegiance was led by Board Member Horal.

PUBLIC COMMENT

The first fifteen minutes of the meeting are reserved for members of the public to address the Board on items which are within the subject matter jurisdiction of the Board. 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 Chairperson 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 Board is 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 Board does not respond to public comment at this time.

Chairperson Manfredi opened the public comment portion of the meeting. There being no comments offered, the public comment portion of the meeting was closed.

2. CONSENT CALENDAR

2.1 Minutes of the Special Meeting of the Oversight Board for January 19, 2016

Chairperson Manfredi called for questions or comments, there were none.

Action: Approval of the Consent Calendar item as presented.

Moved by: Board Member Kahn; seconded by Board Member Rodriguez.

Vote: 6/0. Ayes: Board Members Manfredi, Kahn, Wilson, Robinson, Horal and Rodriguez.
Noes: None.

Absent: Board Member Massetti.

3. PRESENTATIONS/ADMINISTRATIVE REPORTS

3.1 Consideration of a Resolution Amending the Madera Recognized Obligation Payment Schedule (ROPS) 16-17B Representing the Period January 1, 2017 to June 30, 2017

Summary of staff report: Executive Director Taubert reported prior to dissolution, we eliminated sixty three low income units. The dissolution legislation did not relieve our requirement to replace those units. The Department of Finance agreed that we have an obligation to replace those units. However they did not provide any money to do that. They stated that the Successor Housing Agency assumed that obligation. We were able to acquire Hunter and Massetti properties with past housing funds. We will be putting in public improvements with bond proceeds. The biggest part of the amendment relates to money for subdivision improvements for the Hunter and Massetti properties to meet our affordable housing obligation. A small portion will be for the Yosemite Elm signal.

Discussion followed.

Action: Adoption of Resolution OB 16-03 Approving Madera Recognized Obligation Payment Schedule (ROPS) 16-17B Representing the Period January 1, 2017 to June 30, 2017

Moved by: Board Member Wilson; seconded by Board Member Robinson.

Vote: 6/0. Ayes: Board Members Manfredi, Kahn, Wilson, Robinson, Horal and Rodriguez.

Noes: None.

Absent: Board Member Massetti.

3.2 Consideration of a Resolution Approving the Successor Agency's Approval of the Fourth Amendment to the Agreement with Blair, Church & Flynn Consulting Engineers for Design and Construction of the Public Improvements for the Central Madera Residential Project.

Summary of staff report: Executive Director Taubert reported that this is a project that began well before dissolution and was put on hold. Our original intent was to acquire all the properties between A Street, C Street, Central Avenue and the Fresno River. That did not happen as a result of the dissolution. We have contracted with Blair, Church and Flynn. We got some street improvements, dry utilities that have been installed but the project has timed out in terms of completion time. We need to amend the agreement to extend the timeline because we still have to complete the Planning Commission and the plan development in order to sell the lots. This is to primarily extend the time of completion.

Discussion followed.

Action: Adoption of Resolution OB 16-04 Approving Fourth Amendment to the Agreement with Blair, Church & Flynn Consulting Engineers

Moved by: Board Member Kahn; seconded by Board Member Robinson.

Vote: 6/0. Ayes: Board Members Manfredi, Kahn, Wilson, Robinson, Horal and Rodriguez.

Noes: None.

Absent: Board Member Massetti.

4. NEW BUSINESS

There are no items for this section.

5. GENERAL

There are no items for this section.

6. BOARD MEMBER REPORTS

Chairperson Manfredi asked Mr. Taubert when will City of Madera and City of Chowchilla Oversight Board cease to exist? Mr. Taubert responded that it will occur some point in 2017. Jim Boyajian with the County has called him and asked if he could run the (2) two Oversight Boards until they no longer exist. I told him as long as we exist, we would be the administering agency. What is the status of Chowchilla? Chairperson Manfredi answered they may be done by the end of the year.

Board Member Rodriguez asked didn't Governor Brown initiate a new program to replace this program? Mr. Taubert responded yes. There has been more discussion at the County level than at the City level.

7. ADJOURNMENT

The meeting was adjourned at 9:18 a.m.

Respectfully submitted by,

Claudia Mendoza, Recording Secretary

Stell Manfredi, Chairperson

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

BOARD MEETING OF: November 21, 2016

AGENDA ITEM NUMBER: 4.1

APPROVED BY:



Executive Director

Subject: **Consideration of Resolution Approving the Sale of Property Located at 218 East Yosemite Avenue (APN 007-161-006)**

Summary: **The Oversight Board will consider a resolution approving a sales agreement for property located at 218 East Yosemite Avenue. The buyer is Gonzalo C. Buenrostro and the sales price is \$18,750.00.**

HISTORY/BACKGROUND

The former Redevelopment Agency acquired the former Ritz Bar at 218 East Yosemite Avenue in August 2001. The building was demolished, however, the front remained due to a concern over the structural integrity of adjacent buildings. The acquisition and demolition was funded with bond proceeds.

Following the dissolution of redevelopment, the property was transferred to the Successor Agency by "Exit Memorandum on February 8, 2012 and by "resolution" on April 11, 2012. The property was proposed for sale in the Long Range Property Management Plan which was approved by the Oversight Board and California Department of Finance.

The sales amount was based upon an "opinion of value" provided by Mike Pistoresi.

SITUATION

The Buenrostro family has been interested in the property for the past several years. In that is the property is only 25 feet wide the number of potential buyers is limited. The property was sold to the Buenrostros in 2012 but escrow never closed. The 2012 agreement was approved by the Oversight Board and the Department of Finance.

RECOMMENDATION

Staff recommends the following action:

1. The Oversight Board adopt the resolution approving the sale of property at 218 East Yosemite Avenue to Gonzalo C. Buenrostro. The property was acquired with bond proceeds and the sales price is \$18,750.00.

JET:cm

Attachment:
-Resolution
-Agreement

RESOLUTION NO. OB 16-

RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR
AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY
MADERA, CALIFORNIA APPROVING THE SALE OF PROPERTY KNOWN
AS 218 EAST YOSEMITE AVENUE APN: 007-161-006 LOCATED IN THE
CITY OF MADERA

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

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

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

WHEREAS, on November 16, 2016 the Successor Agency to the former Madera Redevelopment Agency approved the transaction.

NOW, THEREFORE the Oversight Board of the Successor Agency to the Former Madera Redevelopment Agency, hereby finds, determines, resolves and orders as follows:

1. The above recitals are true and correct.
2. The Oversight Board has reviewed and considered the proposed Agreement as approved and presented by the Successor Agency to the former Madera Redevelopment Agency.

3. The Agreement as approved and presented by the Successor Agency to the former Madera Redevelopment Agency is hereby approved.
4. This resolution is effective immediately upon adoption.

* * * * *

PASSED AND ADOPTED by the Oversight Board of the Successor Agency to the former Madera Redevelopment Agency this ____ day of _____, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Stell Manfredi, Chairperson

ATTEST:

Claudia Mendoza, Recording Secretary

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS

The CITY OF MADERA AS SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter called the "Agency," agrees to sell to Gonzalo C. Buenrostro, 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 Eighteen Thousand Seven Hundred and Fifty Dollars (\$18,750.00) as just compensation therefor.
2. 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.
3. 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 therefor.
 - d. Agency shall deposit a duly executed grant deed sufficient to convey to Buyer marketable fee simple title to the Subject Property free and clear of all recorded and unrecorded deeds of trusts, liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:
 - (1). Quasi-public utility, public alley, public street easements, and rights of way of record.
 - e. It is understood that Agency shall be responsible for the payment of all current, delinquent and unpaid taxes, penalties, redemptions, and costs allocable to the Subject Property for all periods prior to close of escrow. Any taxes which have been paid by Agency, prior to opening of this escrow, shall not be prorated between Buyer and Agency. There will be no reimbursement of any taxes to Agency.
 - f. Disbursements to be in the amounts, at the times, and in all respects in accordance with the terms and conditions and subject to the limitations of this Agreement.
 - g. Agency shall provide a duly executed grant deed and Buyer shall submit to Title Company the amounts required to be paid by Buyer, and Title Company shall record the grant deed in favor of the Buyer within 30 days from the date of both parties' compliance with the terms of this Agreement. Should a party not be able to comply with the terms of this Agreement and escrow instructions and the property is not conveyed within said period of time, a fifteen day extension for compliance with the terms of escrow may be granted by the other party hereto. Such extension in order to be effective must be in writing and filed with the Title Company before the expiration of the time of performance and terms of escrow required herein.

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

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

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

11. 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.

BUYER:

Dated: _____

By: _____
Gonzalo C. Buenrostro

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

Dated: _____

APPROVED AS TO FORM:

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

By: _____
J. Brent Richardson, General Counsel

ATTEST:

By: _____
Robert L. Poythress, Mayor

By: _____
Claudia Mendoza, Recording Secretary

ATTACH NOTARY ACKNOWLEDGMENTS