

Pg 185

CC-27(a)

CITY COUNCIL MEETING

MAY 19, 1982

SCENIC OVERLOOK
SALE OF PROPERTY

COUNCIL APPROVED THE SPECIFICATIONS AND AUTHORIZED THE CALL FOR
BIDS FOR THE POSSIBLE SALE OF THE SCENIC OVERLOOK PROPERTY.



CITY OF STOCKTON

CITY HALL
STOCKTON, CA 95202

OFFICE OF THE CITY ATTORNEY

(209) 944-8333

June 30, 1978

Guard C. Darrah, Esq.
Attorney at Law
311 East Main Street
Stockton CA 95202

LAND SALE AGREEMENT

Per your request, enclosed is a copy of the fully executed Land Sale Agreement, dated May 17, 1978, between the City of Stockton and PHILIP BOWERS WALLACE and BARBARA LYLE WALLACE, for the purchase of the Elks Building.

This may be retained for your records.

JOHN A. STONICH
DEPUTY CITY ATTORNEY

JAS:jb

Enclosure



CITY OF STOCKTON

CITY HALL
STOCKTON, CA 95202

OFFICE OF THE CITY ATTORNEY

July 3, 1978

John M. Jarrett
City Clerk
City Hall
Stockton CA 95202

LAND SALE AGREEMENT

Attached is a fully executed Land Sale Agreement dated May 17, 1978, between the City of Stockton and PHILIP BOWERS WALLACE and BARBARA LYLE WALLACE, for the purchase of the Elks Building.

Execution of this Land Sale Agreement was authorized by Council Resolution No. 35,187, adopted on May 8, 1978.

This document may be retained for your files.

GERALD A. SPERRY
CITY ATTORNEY

GAS:ca
Attachment

cc: Finance Department
Purchasing Department

WHEREAS, purchaser wishes to retain said improvements on parcel and bring such improvements in compliance with all currently applicable building codes; and

WHEREAS, purchaser was the successful bidder in the public bidding process conducted by City for the sale of parcel.

NOW, THEREFORE, the parties hereto agree as follows:

I. PROPERTY DESCRIPTION

City agrees to sell and purchaser agrees to purchase City's fee title interest in parcel, said parcel being a parcel of real estate with improvements and appurtenances located in the County of San Joaquin, State of California, and described as follows:

Lots 1 and 2 of Block 5, "East of Center Street", in the City of Stockton, according to the Official Map thereof, approved and adopted July 23, 1894, by the Stockton City Council.

Lot area: 10,000 square feet (more or less)

Improvements: The "Elks Building", comprised of 57,000 square feet of floor space, more or less.

2
1

2nd

II. TITLE INSURANCE

City shall, at purchaser's option, furnish to purchaser an owner's title insurance policy insuring purchaser to the full amount of the purchase price against loss or damage by reason of defect in title of City in parcel. Such insurance policy is to be delivered to purchaser with the delivery of the Grant Deed for parcel as provided for in Article VI of this agreement. Any such title insurance policy is to be provided at purchaser's sole expense above and beyond the purchase price of the parcel hereunder.

III. TAXES AND ASSESSMENTS

Purchaser hereby agrees to pay before delinquency all taxes and assessments that may become due on parcel after the date of execution of this agreement.

IV. RISK OF LOSS

A. Risk of loss or damage to parcel by fire or other casualty from the date of the execution of this agreement is hereby assumed by purchaser.

B. Purchaser will maintain from the date of execution of this agreement until full performance hereunder an extended casualty and fire insurance policy on the improvements on parcel, such policy to cover the full value of said improvements, and in no event less than the purchase price or the parcel. The premiums for such policy shall be paid solely by purchaser.

C. In the event of destruction of fifty percent or more of the improvements on parcel for any reason prior to full performance by purchaser under this agreement, purchaser shall be in material default of this agreement and shall be liable to City as further provided in Article VIII of this agreement.

V. IMPROVEMENTS

- A. Purchaser hereby expressly agrees as follows:
- (1) To fully preserve, maintain, and improve the present Elk's Building now situated on parcel.
 - (2) To preserve, as much as reasonably possible, the general architectural qualities of the building, specifically the fourth and fifth floors.

(3) Within a period of 24 months from the date of execution of this agreement, make any and all improvements, repairs, or alterations, at the purchaser's sole expense, on the Elks Building as are necessary to bring that building in compliance with all applicable building codes, ordinances, regulations, and statutes, including, but not limited to the Stockton Municipal Code, regulations of the County of San Joaquin, and the codes of the State of California. Satisfaction of this requirement will be achieved when City is presented with certification from each duly authorized agent of the County of San Joaquin, City of Stockton, and or State of California, having authority for the inspection of buildings, that all building regulations within the authority of each inspector have been complied with in the Elks Building.

B. The requirements of this Article V are express conditions subsequent to be included in the Grant Deed to be delivered by City to purchaser, as further provided in Articles VI and VIII of this agreement. Failure on the part of

purchaser or its successor in interest to comply fully with this condition subsequent will give City the right to re-enter parcel as further provided in Article VIII of this agreement.

- C. Subsequent to conveyance of parcel to purchaser and until full performance of all improvements, repairs or alterations required by this Article V, purchaser shall make, in such detail as may be required by City, a written report to City every three months as to actual progress by purchaser in alteration and repair of the Elks Building. During such period all work on the Elks Building will be subject to inspection by City.

VI. DEED AND CLOSING

- A. In consideration for conveyance herein described, purchaser agrees to pay City the sum of ONE HUNDRED TWENTY SIX THOUSAND AND NO/100 (\$126,000.00) DOLLARS.
- B. Such payment is in consideration for the total parcel, including all land and improvements.

- C. City shall convey to purchaser title to parcel by Grant Deed. Such conveyance and titles shall be subject to the conditions subsequent provided for in Articles V, and VIII of this agreement, and shall be subject to all other conditions, covenants, and requirements of this agreement.
- D. City shall deliver the Grant Deed and possession of the property to purchaser on Aug. 16, 1978. Conveyance shall be made through an escrow at Title Insurance & Trust Company and purchaser shall sign, acknowledge and accept such conveyance as grantee and pay to escrow for the account of City the price of ONE HUNDRED SEVENTEEN THOUSAND SEVEN HUNDRED NINETY AND NO/100 (\$117,790.00) DOLLARS, which is the full purchase price of ONE HUNDRED TWENTY SIX THOUSAND AND NO/100 (\$126,000.00) DOLLARS, less the amount of EIGHT THOUSAND, TWO HUNDRED TEN AND NO/100 (\$8,210.00) DOLLARS, which is the purchaser's bid bond posted pursuant to the bidding process for parcel.
- E. Upon delivery of the Grant Deed as provided in this Article VI purchaser shall have immediate right to full possession and use of parcel,

provided that no such possession or use shall conflict with other terms or conditions of this agreement.

- F. Purchaser shall take possession and title to parcel subject to any and all existing leases and or rental agreements, if any.

VII. MORTGAGE AND FINANCING

- A. Prior to full performance of all terms, conditions and requirements of this agreement, neither purchaser nor any successor in interest shall engage in any financing or other transactions creating any mortgage encumbrance, or lien upon parcel whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on parcel except for the purpose of obtaining funds to the extent necessary to make the improvements, repairs, and alterations to the Elks Building which are required by Article V of this agreement. It is further agreed that purchaser, or successor in interest, shall notify City in advance of any financing it proposes to enter into regarding parcel, and that it will additionally notify City of any encumbrance or lien which is actually created or attached to parcel, whether by voluntary act of purchaser or otherwise.

B. Any holder of any mortgage, lien, or encumbrance on parcel (including such holder who obtains title to parcel or any part thereof as a result of a foreclosure or sale proceeding or action in lieu thereof,) but not including:

(1) Any other party who thereafter obtains title to property or such portion from or through such holder, or

(2) Any other purchaser at a foreclosure sale or sale under a Deed of Trust (other than the holder of the mortgage or other lien or encumbrance itself)

shall in no way be obligated by this agreement to improve, repair, or alter the Elks Building as specified, or to guarantee completion of any such work in progress, provided that nothing in this agreement shall be deemed to permit or authorize any such holder to devote parcel to any use other than those authorized by this agreement, without written consent of City.

C. (1) In any case subsequent to a default by purchaser under this agreement, any holder of any mortgage or lien on the parcel, may at its option, perform all improvements,

repairs, or alterations specified and required by Article V of this agreement under the same terms and conditions of this agreement, upon written notice to, and approval by City.

- (2) In the event such holder undertakes the improvement, alteration, and repair specified in Article V of this agreement, but does not complete same within the period to be agreed upon by holder and City (such period to be at least as long as that provided in Article V as between purchaser and City) City shall have the option of paying to the holder the amount of mortgage or otherwise secured debt and securing an assignment of such debt and of the mortgage or other instrument of security, or, in the event that ownership of parcel has been vested in such holder by way of foreclosure sale, or action in lieu thereof, City shall be entitled at its option to a conveyance to it of parcel upon payment to such holder of the sum of:
- (a) The secured debt at the time of foreclosure sale or action in lieu thereof, and
 - (b) All expenses incurred by holder in foreclosure proceedings, and

(c) Cost of any repairs, alterations, or improvements made upon parcel to meet with the requirements of Article V of this agreement, and

(d) An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the secured debt, and such debt has continued in existence.

VIII. TERMINATION

A. In the event that purchaser fails to fully perform the improvements specified in Article V of this agreement, City shall have the right to re-enter and take possession of the parcel and to terminate the estate conveyed by the Grant Deed to purchaser, it being the intent of this Article VIII all other provisions of this agreement, that conveyance of parcel to purchaser shall be made upon, and that the Grant Deed shall contain, a condition subsequent to the effect that in the event of any default, failure or violation of any of the terms, conditions, or requirements of this agreement, City at its option may declare a determination in favor of City of title, and all the rights

and interests of purchaser in parcel shall revert to City, provided that such conditions subsequent and all re-vesting of title as a result thereof in City:

(1) Shall be subject to, limited by, and shall no way defeat, limit, or render invalid:

(a) Any lien or encumbrance expressly authorized by this agreement and executed for the sole purpose of obtaining funds to maintain and improve parcel as specified in Article V of this agreement.

(b) Any rights or interests provided in this Article VIII are for the protection of any holder of such encumbrance, and shall not apply to individual parts of parcel which pursuant to authorization contained in this agreement, have been leased to other parties.

B. Failure of purchaser to perform the expressed condition subsequent herein specified shall place purchaser in material default of this agreement and in addition to the right of re-entry herein specified, City may retain as liquidated damages the full amount of the purchase price paid under this agreement, but in no event more than the sum of \$280,000.00.

- 17
- (1) The liquidated damage provision of this Article VIII is provided because of the difficulty in calculating this City's actual damages in the event of purchaser's default.
 - (2) The figure of \$280,000.00 is not exacted as a penalty, but is a fair amount based upon the appraised rental value of the property (\$1,170.00 per month) as it exists at the date of execution of this agreement, for the first floor only, over the period of a standard 20-year commercial lease agreement period.

C. In the event that City is unable to convey title as specified in Article VI of this agreement, the full amount paid by purchaser, as well as the reasonable and actual costs expended by purchaser on improvements of the Elks Building, to comply with the conditions of this agreement, shall be paid to purchaser upon written demand to City. This payment by City to purchaser shall be purchaser's sole and exclusive remedy against City in the event that City is unable to convey as specified.

IX. CONDITIONS OF PARCEL

Parcel and all improvements thereon are sold as is, and City neither warrants nor guarantees parcel or any improvement thereupon in any manner whatsoever.

X. ASSIGNMENT AND DELEGATION

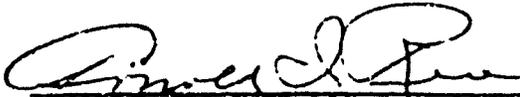
A. Purchaser hereby expressly agrees that purchaser will not assign this agreement or any part of it, and purchaser will not delegate any duty hereunder without the expressed written consent of City.

B. Purchaser hereby agrees that it will not lease or rent parcel or any portion of it to any party without expressed prior written consent of City.

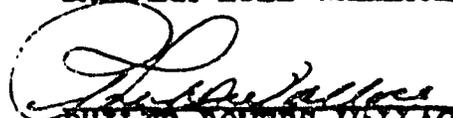
XI. RECORDATION

This agreement and the Grant Deed for parcel herein earlier referenced shall be recorded in the office of the San Joaquin County Recorder.

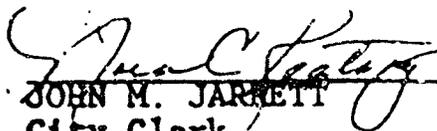
CITY OF STOCKTON, a
Municipal Corporation

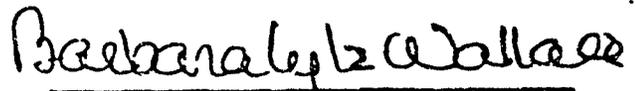

ARNOLD I. RUE, Mayor

PHILIP BOWERS WALLACE AND
BARBARA LYLE WALLACE


PHILIP BOWERS WALLACE

ATTEST:


JOHN M. JARRETT
City Clerk


BARBARA LYLE WALLACE

APPROVED AS TO FORM:


GERALD A. SPERRY,
City Attorney

STOCKTON CITY COUNCIL

WHEREAS, the City Purchasing Agent of the City of Stockton did, on the 2nd day of May, 1978, open, examine and publicly declare the sealed proposals or bids offered for the

SALE OF THE ELKS BUILDING

now therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON,
AS FOLLOWS:

That all of said bids except that next herein mentioned are hereby rejected; that said building is hereby sold to

WESTERN EMPIRE INVESTMENT COMPANY

at a price specified in its final auctioned bid of ONE HUNDRED TWENTY-SIX THOUSAND AND NO/100 (\$126,000.00) DOLLARS; be it

FURTHER RESOLVED, that the Mayor of the City of Stockton is hereby authorized and directed to execute and enter into a contract on behalf of the City of Stockton with said WESTERN EMPIRE INVESTMENT COMPANY in accordance with the terms and conditions therefor, and to the amount of said final auctioned bid, substantially in accordance with the bid documents; be it

FURTHER RESOLVED, that the City Purchasing Agent is hereby authorized to return to each of the unsuccessful bidders the bidder's bonds, certified checks and cashier's checks which accompanied their respective bids for the above-mentioned sale.

PASSED, APPROVED and ADOPTED this 8th day of May, 1978.

ARNOLD I. RUE

ARNOLD I. RUE, Mayor of the
City of Stockton

ATTEST:

JOHN M. JARRETT

JOHN M. JARRETT, City Clerk of the
City of Stockton

STOCKTON CITY COUNCIL

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

WHEREAS, the City Council of the City of Stockton is contemplating the sale of certain property commonly known as the "Elks Building" and generally located at the southeast corner of Weber Avenue and Sutter Street, in the City of Stockton, County of San Joaquin, State of California; now therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

That the bid packet, which includes bidding instructions, description of property, and land sale agreement for said proposed sale is hereby adopted as the sale documents; be it

FURTHER RESOLVED, that sealed proposals are hereby invited for the sale of said property under the conditions incorporated in the bid packet; be it

FURTHER RESOLVED, that the City Clerk give notice by advertising for one day in the Stockton Record, a daily newspaper printed and published in the City of Stockton, County of San Joaquin, State of California, inviting sealed proposals for the sale of said property in strict accordance with the bid packet heretofore adopted; be it

FURTHER RESOLVED, that notice and advertisement shall invite sealed proposals for the sale of said property under the conditions incorporated in said bid packet to be delivered to to the

18th day of April, 1978,

at the hour of 11:00 A.M. of said date, at the Office of the City Clerk of the City Council of said City, and said sealed proposals shall be publicly opened and declared, immediately thereafter by the City Clerk in the City Council Chambers. Said notice and advertisement shall also state that the said Land Sale Agreement shall be executed within ten (10) days after the effective date of the ordinance authorizing the sale thereof and performance of said Agreement shall be commenced within ten (10) days after the

STOCKTON CITY COUNCIL

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS.

approval thereof by the City Attorney and shall be completed within twenty-four (24) months from the date of execution of said Agreement.

Every proposal offered shall be accompanied by cash or a cashier's check of a responsible bank payable to the order of the City Director of Finance for an amount not less than ten per cent (10%) of the aggregate of the proposal.

In the event that the person, firm or corporation to whom said contract may be awarded fails, neglects or refuses to enter into a sale contract, then the cash, or cashier's check, or certified check and the amount therein mentioned, accompanying the bid of said person, firm or corporation, shall be declared to be forfeited to said City.

PASSED, APPROVED and ADOPTED this _____ day of _____, 1978.

ARNOLD I. ROE, Mayor of the
City of Stockton

ATTEST:

JOHN M. JARRETT, City Clerk of the
City of Stockton

Final Approval

WHEREAS, the City Council of the City of Stockton is contemplating the sale of certain property commonly known as "the Elks Building" and generally located at the southeast corner of Weber Avenue and Sutter Street, in the City of Stockton, County of San Joaquin, State of California; now therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

That the bid packet, which includes bidding instructions, description of property, and land sale agreement, for said proposed sale is hereby adopted as (and for) the sale documents; be it

FURTHER RESOLVED, that ~~bidxxxxxxx~~ sealed proposals are hereby invited for the sale of said property under the conditions incorporated in the bid packet; be it

FURTHER RESOLVED, that the City Clerk give notice by advertising for one day in the "Stockton Record," a daily newspaper printed and published in the City of Stockton, County of San Joaquin, State of California, inviting sealed proposals for the ~~purpofxxxxxxx~~ ~~xxxx~~ sale of said property in strict accordance with the bid packet heretofore adopted; be it

FURTHER RESOLVED, that notice and advertisement shall invite sealed proposals for the sale of said property under the conditions incorporated in said bid packet, to be delivered up to the

15th day of April, 1978,

at the hour of 11:00 A.M. of said date, at the Office of the City Clerk of the City Council of said City, and said sealed proposals shall be publicly opened and declared immediately thereafter by the City Clerk in the City Council Chambers. Said notice and advertisement shall also state

Effective date
that the said Land Sale Agreement shall be executed within ten (10) days after the ~~date~~ *completion of the sale* thereof shall ~~have become final~~ and performance of said Agreement shall be commenced within ten (10) days after the approval thereof by the City Attorney and shall be completed within twenty-four (24) months from the date of execution of said Agreement.

Every proposal offered shall be accompanied by cash or a cashier's check of a responsible bank payable to the order of the City Director of Finance for an amount not less than ten per cent (10%) of the aggregate of the proposal.

In the event that the person, firm or corporation to whom said contract may be awarded fails, neglects or refuses to enter into a sale contract, then the cash, or cashier's check, or certified check and the amount therein mentioned, accompanying the bid of said person, firm or corporation, shall be declared to be forfeited to said City.

- MEMORANDUM -

CITY OF STOCKTON

STOCKTON, CALIFORNIA

TO Gerald Sperry, City Attorney DEPT. LAW

DATE 3/14/78

40922

FROM Gerald Davenport, City Manager DEPT.

FOR YOUR: INFORMATION ACTION COMMENT APPROVAL RECOMMENDATION ESTIMATE REPORT RETURN

SUBJECT: ELKS BUILDING

3/20

Am I correct in assuming that the City Attorney's Office will follow up on this item to proceed with the Council's action that seal bids be advertised for the sale of the Elks Building?

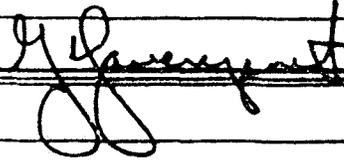
GDD:RC:deb

RECEIVED

MAR 14 1978

CITY ATTORNEY.

SIGNED



REPLY

Yes -

*For adjournment of 3/27/78 -
Council will adopt Motion calling for bids*

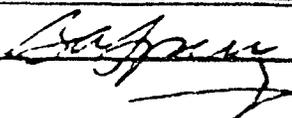
REPLY DATE

3/16/78

DEPT.

Law

SIGNED



ORIGINAL - RETAINED BY ADDRESSEE

STOCKTON CITY COUNCIL

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

WHEREAS, the City Council of the City of Stockton is contemplating the sale of certain property commonly known as the "Elks Building" and generally located at the southeast corner of Weber Avenue and Sutter Street, in the City of Stockton, County of San Joaquin, State of California; now therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

That the bid packet, which includes bidding instructions, description of property, and land sale agreement for said proposed sale is hereby adopted as the sale documents; be it

FURTHER RESOLVED, that sealed proposals are hereby invited for the sale of said property under the conditions incorporated in the bid packet; be it

FURTHER RESOLVED, that the City Clerk give notice by advertising for one day in the Stockton Record, a daily newspaper printed and published in the City of Stockton, County of San Joaquin State of California, inviting sealed proposals for the sale of said property in strict accordance with the bid packet heretofore adopted; be it

FURTHER RESOLVED, that notice and advertisement shall invite sealed proposals for the sale of said property under the conditions incorporated in said bid packet to be delivered up to the
2nd day of May, 1978,

at the hour of 10:00 A.M., of said date, at the office of the City Purchasing Agent of said City, and said sealed proposals shall be publicly opened and declared, at 11:00 A.M. by the City Purchasing Agent in the City Council Chambers. Said notice and advertisement shall also state that the said Land Sale Agreement shall be executed within ten (10) days after the effective date of the ordinance authorizing the sale thereof and performance of said Agreement shall be commenced within ten (10) days after the approval thereof by the

City Attorney and shall be completed within twenty-four (24) months from the date of execution of said Agreement.

Every proposal offered shall be accompanied by cash or a certified check, or a cashier's check of a responsible bank payable to the order of the City Director of Finance for an amount not less than ten per cent (10%) of the aggregate of the proposal.

In the event that the person, firm or corporation to whom said contract may be awarded fails, neglects or refuses to enter into a sale contract, then the cash, or certified check, or cashier's check and the amount therein mentioned, accompanying the bid of said person, firm or corporation, shall be declared to be forfeited to said City.

PASSED, APPROVED and ADOPTED this _____ day of _____, 1978

ARNOLD I. RUE, Mayor of the
City of Stockton

ATTEST:

JOHN M. JARRETT, City clerk of the
City of Stockton

BIDDING INSTRUCTIONS

1. The property is offered for sale as is.
2. The minimum bid price on this parcel is as noted on bid sheet.
3. Bids will be submitted to the office of the Purchasing Agent up to the hour of 10:00 a.m. on April 18, 1978.
4. A cash or certified check bid bond of 10% of each bid submitted must accompany each bid. This bond shall be made payable to the City of Stockton. If the successful bidder shall fail, neglect, or refuse, to complete the purchase under this bidding process, the bid bond shall be forfeited to the City of Stockton.
5. All bonds will be opened at the Stockton City Council Chamber, City Hall, Stockton, California at 11:00 a.m., April 18, 1978. After bids are opened, any party who has submitted a sealed bid who wishes to bid further on the parcel, may raise the high bid in denominations of \$1,000.00.
6. Acceptance of the highest bid is subject to all terms of the Land Sale Agreement prepared by the City of Stockton for this transaction and is further subject to approval by the Stockton City Council. The Stockton City Council expressly reserves the right to reject any and/or all bids.

7. Upon acceptance by City of a bid, the bid bond of the successful bidder will be applied to the purchase price of the parcel. All other bid bonds will be returned to bidders.
8. Upon acceptance by City the successful bidder shall have a period of ten days in which to execute the Land Sale Agreement for the parcel.
9. Upon authorization of the sale of said property by a duly adopted and effective ordinance by City the successful bidder shall have a period of thirty days to tender the full purchase price.

DESCRIPTION OF PROPERTY

Lots 1 and 2 of Block 5, "East of Center Street" in the City of Stockton according to the Official Map thereof, approved and adopted July 23, 1894, by the City Council of the City of Stockton.

Site Area: 0.230 acres, 10,000 Square feet (more or less)

Improvements: The "Elks Building"

Building Area: 57,000 square feet more or less

Zoning: C-3, Central Business District

MINIMUM BID

- I. No bid received by the City of Stockton for an amount less than \$75,000.00 will be considered or accepted.

- II. No bidder submitting a bid for an amount less than \$75,000.00 will be permitted to increase such bid as provided in the Instructions for Bidding.

ELKS BUILDING

Following you will find the proposed Notice to Bidders and Contract of Sale for the Elks Building. Pursuant to the Council's direction, the minimum bid has been established at \$75,000.00; and the Contract of Sale requires the building be "brought up to code" within a twenty-four month period. The Bid opening is set for April 18, 1978, at 11:00 a.m. in the Council Chambers.

Failure to bring the building up to code will result in liquidated damages, equal, but not exceeding \$280,000.00, to the purchase price.

Comment

This form should be printed so that for each request for quotations, the original and a copy can be sent to each potential supplier of the items for which quotations are asked. It is possible to have these forms assembled in sets of three, so that the completed original is returned to the purchasing agent, a completed copy is retained by the supplier, and the purchasing agent has an office copy for his record of requests to suppliers.

Article 8. Sale or Lease of Real Property**§ 25526—FORM 1. Resolution for Sale or Lease of County Real Property**

BEFORE THE BOARD OF SUPERVISORS
OF _____ COUNTY:

IN THE MATTER OF:
Resolution and Notice of
Intention to Sell County
Property

RESOLUTION NO. _____

THE BOARD OF SUPERVISORS OF _____ COUNTY RESOLVES that:

The [County Administrator] has informed this Board that the property located at _____, California, acquired for [a. g. satisfaction of County liens] is not needed for County purposes, and recommends that the property described in Exhibit "A" attached and made a part by reference, be sold in accordance with sections 25520, et seq., of the Government Code, as required by law.

This Board declares its intention to sell the above property under the terms and conditions contained in the Notice attached as Exhibit "B" and made a part by reference. (See § 25528—Form 1)

The minimum bid price for the real property is _____ (\$_____) and buyer shall assume the existing loan in the form of a deed of trust; and the minimum bid deposit is \$_____ in the form of a cashier's or certified check or postal money order.

The terms and conditions set forth in the attached Notice to Bidders are approved. A broker's commission will be paid, but only in accordance with the provision in the attached Notice. (See § 25527—Form 1.)

§ 25526

COUNTY—BOARD OF SUPERVISORS

Title 3

Form 1

This Board sets _____, the _____ day of _____, 19____, at _____ m., in the (Chambers of the Board of Supervisors), Room _____, _____ Building, _____, California, as the time and place for a public meeting of said Board where sealed proposals and auction bids shall be received and considered.

The Clerk of this Board is directed to cause the notice of the adoption of this resolution and of the time and place of holding the public meeting to be given by posting notices of the resolution signed by the Chairman of this Board, in three (3) public places in the County, as follows:

1. On the property described herein,
2. At the City Hall, _____, California,
3. At the County Court House, _____, California,

not less than 15 days from the date of the public meeting, and by publishing the notice pursuant to Government Code Section 6063 in _____, a newspaper of general circulation published in the County.

Adopted on _____, 19____, by at least two-thirds (2/3) vote of the Board by the following vote, to wit:

- Ayes:
- Noes:
- Absent:

Chairman of the Board of Supervisors of the County of _____, State of California

Attest:

County Clerk and ex-officio Clerk of the Board of Supervisors of the County of _____, State of California

By _____
Deputy

Comment

The board of supervisors may prescribe by order a procedure alternative to that required by sections 25526-25535 with respect to the manner and location of the sale of county owned real property. Gov.C. § 25539.

Div. 2

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§ 2552

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§ 255

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vote of

*PROPERTY*MEMORANDUM

June 1, 1978

TO: GERALD A. SPERRY, City Attorney

FROM: PERRY H. TAFT, Assistant City Attorney

DISPOSITION OF ELKS BUILDING SALE PROCEEDS

Following the formation of the Central Parking District in the spring of 1967 pursuant to the provisions of the Improvement Procedure Code in Chapter 9 of the Stockton Municipal Code, in contemplation of the issuance of \$4,000,000 worth of improvement bonds, the City Council adopted Resolution No. 24,413 on June 26, 1967, establishing a comprehensive program covering bond issuance to provide for costs of acquiring, constructing and improving vehicle offstreet parking places within the central business district, the pledge of revenues of the public parking places, the pledge of parking meter revenue, the creating of an assessment district and levy therein of ad valorem tax assessments, the creation of funds relating to the bonds and the project, covenants for the protection of the bonds and provisions governing sale of property.

Part 11 of said resolution provides that the Director of Finance shall maintain a fund known as the Central Parking District Construction Fund, into which shall be deposited the proceeds of the sale of the bonds, which after first being used to pay principal and interest on the bonds, shall be used for all costs of acquiring properties necessary for parking places, all costs of demolition of existing structures thereon, clearing, grading and construction of improvements, including incidental costs thereto, with the surplus of funds to be deposited in time or other interest earning deposits for the benefit of the Fund.

Part 12 of said resolution provides that the Director of Finance shall establish and maintain a fund to be known as the Central Parking District Revenue Fund into which shall be deposited the gross revenues of the parking places acquired or constructed in the District, the net revenues of street parking meters under the pledge thereof in the City, the amount of any additional contributions before or after issuance of the bonds, and the proceeds of the annual ad valorem assessments levied upon taxable real property within the District.

Gerald A. Sperry
May 31, 1978
Page Two

Part 18 of said resolution relating to the sale of property no longer needed by the District provides that in the event the City Council determines any parcel of property is no longer needed for offstreet parking places, the proceeds of the sale shall be used for the purposes, as follows:

- (a) To be deposited in the Revenue Fund and used for the purposes thereof;
- (b) To purchase other offstreet parking places or facilities for the District, or for improvements, additions and extensions to the existing facilities therein.
- (c) To pay the principal of and interest on the bonds;
- (d) To call and retire the bonds;
- (e) To purchase in the open market the bonds; or
- (f) To be apportioned in the ratio of (i) the total annual assessments last levied to (ii) all other revenues derived for said year, and to transfer to the General Fund the amount estimated under (ii) and to refund the amount estimated under (i) to the then property owners in the ratio of the last levy.

It appears that pursuant to Part 18 of Resolution No. 24,413, the City Council is entitled to apply the proceeds from the sale of the Elks Building, which was acquired in 1974 by the use of monies from the Central Parking District Construction Fund, in any one of the alternative methods set forth in the preceding paragraph.


PERRY H. TAFT
Assistant City Attorney

PHT:lwr

6-5-78 (GASperry/lwr)
City Council
Ed Coy
City Manager



CITY OF LODI

PUBLIC WORKS DEPARTMENT

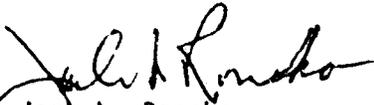
COUNCIL COMMUNICATION

TO: City Council
FROM: City Manager
DATE: May 17, 1982
SUBJECT: Scenic Overlook, Sale of Property

RECOMMENDED ACTION: That the City Council adopt the attached resolution, thus approving the specifications and authorizing the call for bids for the possible sale of the Scenic Overlook.

BACKGROUND INFORMATION: The property has been rezoned R-1 and the area has been surveyed by Baumbach & Piazza. Copies of the map will be provided interested bidders. The specifications reserve necessary easements and rights of way and do not include the land necessary to complete the cul-de-sac at the end of Awani Drive.

Additionally, other considerations are noted in the specifications, primarily the questionable status of the fill as it affects building foundations.


Jack L. Ronsko
Public Works Director

JLR/GER/eeh

Attachment

APPROVED:

HENRY A. GLAVES, City Manager

FILE NO.

CRAIG HUBBARD, INC.
REAL ESTATE APPRAISERS - CONSULTANTS
2568 SHERIDAN WAY • STOCKTON, CA 95207 • (209) 477-2477

November 12, 1981

Mr. Jack L. Ronsko
Public Works Director
City of Lodi
City Hall
221 West Pine Street
Post Office Box 320
Lodi, CA 95241

Appraisal of Scenic Overlook Property

This is in response to your letter of October 12 concerning the cost of an appraisal of a parcel of land comprising a former City dump property adjacent to the Southern Pacific Railroad and the Mokelumne River. It is referred to herein as the Scenic Overlook Property because of its view of the Mokelumne River.

I made a physical inspection of the property on November 2, 1981, and subsequently discussed the property with some of the City staff members.

As you know, the property is a former City dump and still used for temporary collection of leaves. The site contains about 3.5 acres of potentially usable land with the balance of the site being flood plain adjacent to the river. The site lies between the Lodi Rivergate and Mokelumne Village residential developments.

Because of its use as a dump it has a highly variable topography ranging from the level flood plain land along the north and east sides of the property to the relatively high center that is presumably made up of residue of many years of dumping and with a relatively level and apparently solid area at the south end of the property adjacent to the end of Awani Drive.

Other features of the property include a public utility easement crossing diagonally through the southern part, necessity for a right of way to the railroad from Awani Drive, the existence of the railroad right of way adjacent to the west property line and a possibly questionable title to the waterfront along the east side of the property.



Because of the many unusual features of the property, it represents a difficult appraisal problem. Before a reasonably reliable estimate of value could be made, it would be necessary to:

- 1) Determine the actual usable area of the property outside the flood plain and outside the railroad right of way;
- 2) Determine the usability of the filled central area. Can it be graded and compacted? Would it be necessary to remove the entire mound area down to normal grade and haul the material away? Could buildings be built on piling with an overlook of the river? Would building be restricted to the level areas with maintenance of the balance as some type of open space? Would public river access be required?
- 3) Can the property be subdivided in some manner consistent with the two adjoining subdivisions? For example, could an interior street be built as an extension to Awani Drive? This might leave approximately 1 acre of land adjacent to the existing condominium development along the west edge of the property and would then leave just under 1 acre that might be subdivided into residential lots overlooking the river.
(See sketch.)

Because of these many unknowns, it would be my suggestion that before an appraisal is attempted the City staff and council should make several determinations. These would include:

- 1) Determine the various areas noted above;
- 2) Set forth any engineering data concerning soils, grade requirements and other physical limitations;
- 3) Establish a zoning and land use that will be permitted;
- 4) Determine any public area reservations.

After these things are done, it would probably be possible to obtain an appraisal that would at least establish a minimum bid amount. The property could then be advertised among Lodi, Stockton and perhaps Sacramento brokers and developers and put up for bid. Under these circumstances, an appraisal might not even be necessary.

Mr. Jack L. Ronsko

-3-

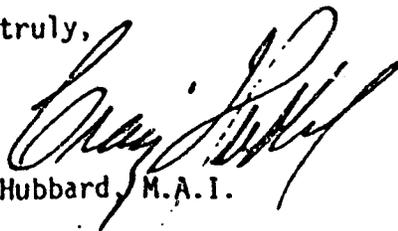
November 12, 1981

If an appraisal is required, the appraiser would have to research any comparable land sales along the river, determine the current status of lot sales and prices and attempt to estimate the development costs to create such lots.

It would be my estimate that the cost of an appraisal to establish a minimum bid would be approximately \$1,500.

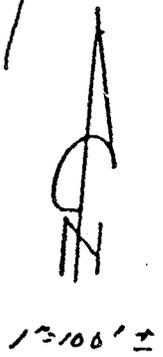
If you have any further questions or wish me to investigate the matter further, please let me know.

Yours truly,

A handwritten signature in black ink, appearing to read "Craig Hubbard". The signature is written in a cursive, somewhat stylized font.

Craig Hubbard, M.A.I.

CH:cns
Attachment



So. Pacific R.R. (TRESTLE)

R.R. R/W. ?

Flood Plain

MOKELUMNE R.

Future Corridor ?

P. W. R.

Future

Resid

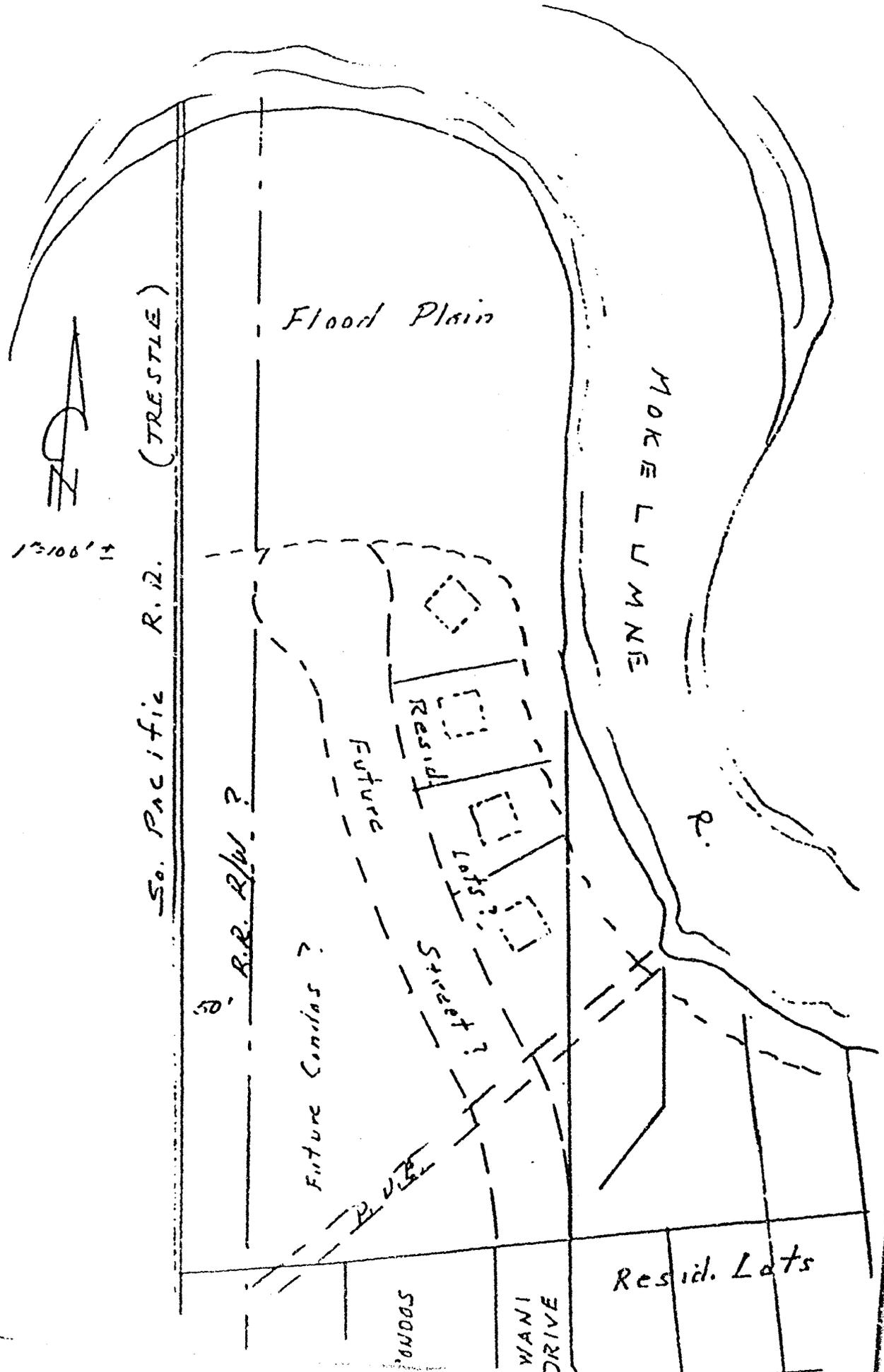
lots

Street ?

WOODS

WANI DRIVE

Resid. Lots



MEMORANDUM, City of Lodi, Public Works Department

TO: City Attorney
City Clerk ✓

FROM: Public Works Director

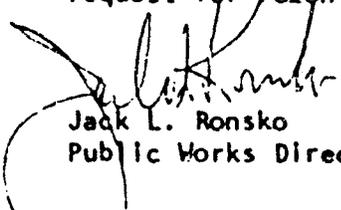
DATE: February 11, 1982

SUBJECT: Sale of Scenic Overlook

In working with the legal description and conditions for advertising of the Scenic Overlook for sale, it has come to our attention that the land presently is zoned "Flood Plain" even though the property is high enough not to be part of the actual flood plain.

It is, therefore, our intention to ask the Community Development Department to consider rezoning the area to its highest and best use. This should take place prior to its sale in order to provide a prospective bidder with the best information available and would also provide the City with the maximum income from the sale.

We trust that this is acceptable to you and are proceeding with the request for rezoning.



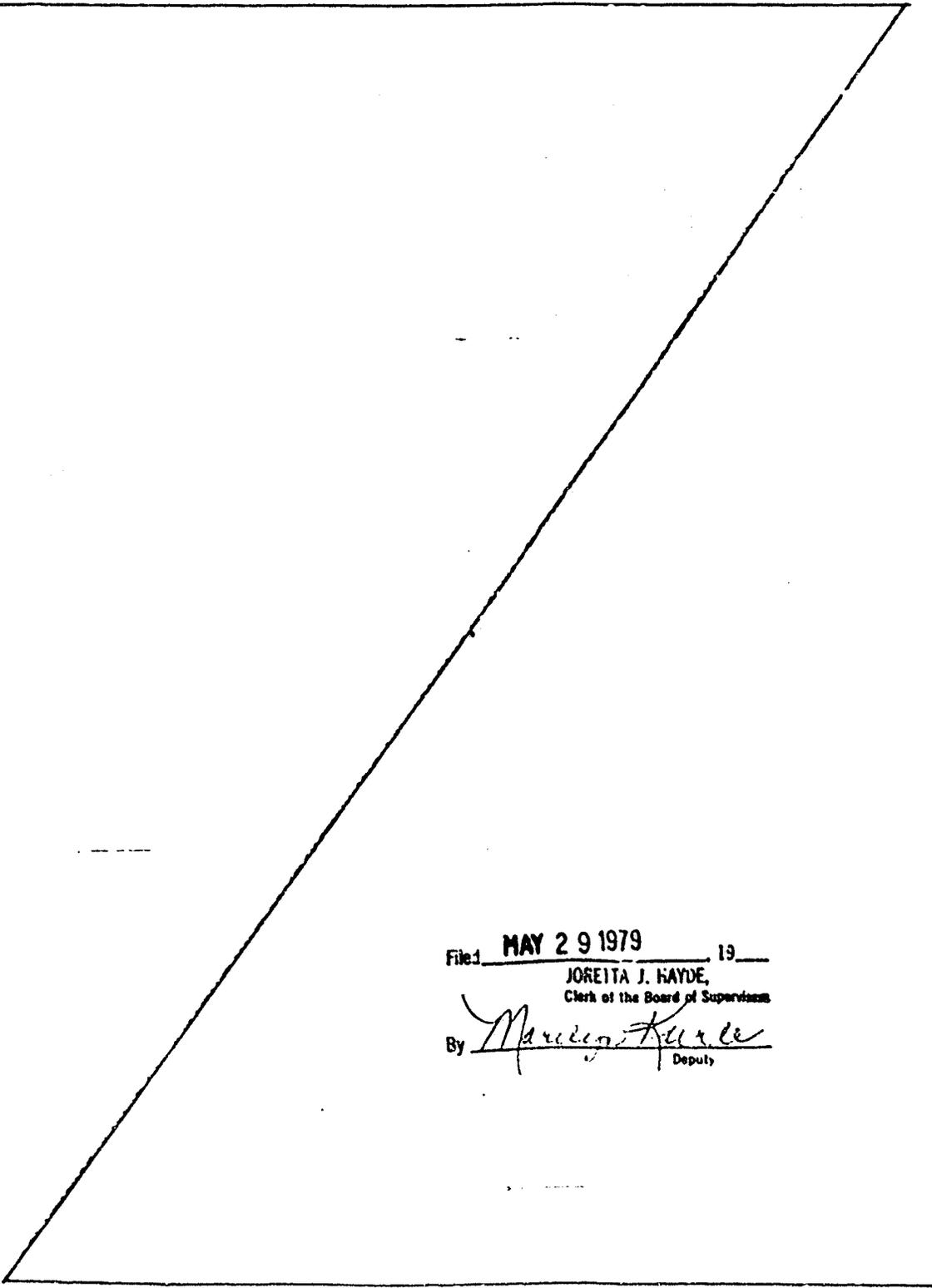
Jack L. Ronsko
Public Works Director

JLR/GR/eeh

cc: City Manager

NOTICE OF ADOPTION OF RESOLUTION OF THE BOARD OF SUPERVISORS
OF SAN JOAQUIN COUNTY DECLARING ITS INTENTION TO SELL
REAL PROPERTY

NOTICE IS HEREBY GIVEN that on May 29, 1979, the Board of
Supervisors of the County of San Joaquin, State of California,
adopted the following resolution:



Filed MAY 29 1979 19__

JOREITA J. HAYDE,
Clerk of the Board of Supervisors

By Marilyn Kule
Deputy

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN,
STATE OF CALIFORNIA

R-79-1066

RESOLUTION OF THE BOARD OF SUPERVISORS OF SAN JOAQUIN COUNTY
DECLARING ITS INTENTION TO SELL REAL PROPERTY

City of Lodi
WHEREAS, the County of ~~San Joaquin~~, a political subdivision
of the State of California, is the owner of certain real property
situated in the County of San Joaquin, State of California, more
particularly described as follows:

A portion of the north one-half (N $\frac{1}{2}$) of the north-
west one-quarter (NW $\frac{1}{4}$) of the northwest one-quarter
(NW $\frac{1}{4}$) of Section Thirty-five (35) Township three (3)
North, Range six (6) East, Mount Diablo Base and
Meridian, more particularly described as follows:

Beginning at a point on the north line of said
Section 35, being the north line of the lands described
as Parcel III of deed to Glenn Smith, et ux, recorded
in Volume 1456, page 76, Book of Official Records of
San Joaquin County, from which point the northwest
corner of said Section bears N. 89° 01' 30" W. 1261.61
feet; thence from said point of beginning, S. 89° 01' 30"
E. along said north line 61.40 feet to the northeast
corner of said Smith lands; thence along the east line
of said Smith lands, S. 00° 09' 27" W. 659.65 feet to
the southeast corner of said Smith lands; thence N.
89° 05' 08" W. along the south line of said Smith lands,
being the south line of the north one-half of the north-
west one-quarter of the northwest one-quarter of said
Section 35, a distance of 602.91 feet to a point that
bears S. 89° 05' 08" E. 721.33 feet from the southwest
corner of said Smith lands; thence leaving said south
line, northeasterly on a curve to the right, radius
3764.72 feet (the chord of which bears N. 39° 50' 33"
E. 847.93 feet), an arc distance of 849.74 feet to
intersection with the north line of said Section 35 at
the point of beginning, containing 5.341 acres, more or
less.

Reserving, however, an easement for a drainage
ditch or pipeline over and across the south 16 feet of
parcel described above, lying west of Pixley Slough.

and

WHEREAS, the said real property is not needed by the County
of San Joaquin;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors
in accordance
of the County of San Joaquin in regular open meeting that it
hereby declares its intention to sell the said real property to

Filed MAY 29 1979 19__
JCRETTA J. HAYDE,
Clerk of the Board of Supervisors
By *M. J. Kauer*
Deputy

the highest bidder therefor pursuant to the provisions of Sections 25520-25535, inclusive, of the Government Code.

BE IT FURTHER RESOLVED that the minimum price for which said real property will be sold is FIFTEEN THOUSAND DOLLARS (\$15,000.00).

BE IT FURTHER RESOLVED that the terms on which the real property will be sold are as follows: Each bid shall be in a sealed envelope marked so as to denote the contents and addressed to the ^{City Council - the City} Board of ^{City Clerk} Supervisors, c/o ^{City Clerk} Joretta J. Hayde, Clerk of the Board of Supervisors, Room 701, Courthouse, 222 East Weber Avenue, Stockton, California 95202. Such bids may either be sent by mail to the ^{City Council} Board at said address or filed with the Clerk on or before 1:30 p.m., on June 26, 1979. Each bid must be accompanied with a deposit in cash or cashier's check in the amount of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00). The balance of the purchase price is to be paid within 60 days after the acceptance of the offer through escrow with a mutually agreed upon bank or title company. At the close of escrow, the County of San Joaquin's Grant Deed subject to easements and encumbrances of record will be delivered to the successful bidder. If the successful bidder fails to complete the purchase of the property in accordance with the terms hereof, his deposit will be forfeited and retained by the County of San Joaquin as liquidated damages and he shall forfeit all rights hereunder. It is agreed that damages in the event of failure to complete the purchase would be difficult to ascertain and that such sum represents a reasonable attempt to ascertain what such damages would be. The successful bidder agrees to pay for the cost of all escrow and recording fees, documentary transfer taxes, and title insurance if desired. Taxes will be prorated as of the date escrow closes. The County will pay for the cost of publishing this resolution.

BE IT FURTHER RESOLVED that bids must be submitted for the entire property hereinabove described. The following matters concerning said real property should be noted and taken into consideration by prospective bidders: that the property is divided by, and a portion of the property covered by, Pixley Slough; that the Specific Plan for West Lane (San Joaquin County Ordinance No. 1075 as amended) requires

frontage road development and dedication; and that the property is subject to set back requirements and other possible zoning restrictions.

BE IT FURTHER RESOLVED that Tuesday, the 26th day of June, 1979, at the hour of 1:30 p.m. be the time when, and the Chambers of the Board of Supervisors on the Seventh Floor of the Courthouse, 222 East Weber Avenue, Stockton, California, be the place where a regular public meeting of the Board of Supervisors of San Joaquin County will be held at which time sealed proposals to purchase the said real property will be opened and considered. Before accepting any written proposal, the Board will call for oral bids. If, upon the call for oral bids, any responsible person offers to purchase the property for a price exceeding by at least five (5) percent of the highest written proposal, then the highest oral bid by a responsible person shall be finally accepted. To submit an oral bid, each such bidder must submit a deposit in cash or cashier's check in the amount of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00). The balance of the purchase price shall be paid in the manner specified above.

The Board of Supervisors of the County of San Joaquin reserves to itself the right to reject any or all bids, either written or oral, and the right to withdraw the property from sale.

BE IT FURTHER RESOLVED that the notice of the adoption of this resolution, and the time and place of holding said meeting, shall be given by posting copies of this resolution, signed by the Chairman of the Board of Supervisors in three public places in the County of San Joaquin, as follows, to wit:

One on the bulletin board at the east entrance to the Courthouse, 222 East Weber Avenue, Stockton, California;

One on the bulletin board at the west entrance to the Courthouse, 222 East Weber Avenue, Stockton, California;

One at the entrance of the Office of the Clerk of the Board of Supervisors, 7th Floor, Courthouse, 222 East Weber Avenue, Stockton, California;

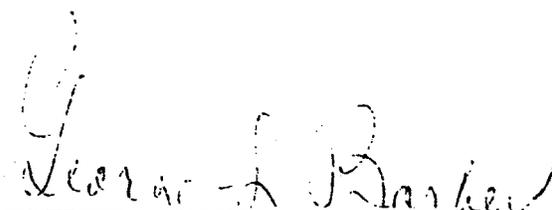
not less than fifteen (15) days before the date of the meeting, and by publishing notice of the adoption of this resolution not less than once a week for three (3) successive weeks before the meeting in the Stockton Record, a newspaper of general circulation published in the County of San Joaquin.

PASSED AND ADOPTED this 29th day of May, 1979, by the following vote of the Board of Supervisors, to wit:

AYES: FONDSE, YOSHIZAKA, WILLOIT, ALVA, BARBER

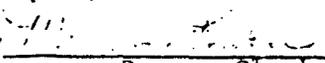
NOES: NONE

ABSENT: NONE



GEORGE L. BARBER, Chairman
Board of Supervisors
County of San Joaquin
State of California

ATTEST: JORETTA J. HAYDE
Clerk of the Board of Supervisors of the County of San Joaquin, State of California

By  _____
Deputy Clerk



Dated this 29th day of May, 1979.

JORETTA J. HAYDE, Clerk of the
Board of Supervisors of the
County of San Joaquin, State
of California



By _____ (SEAL)
Deputy Clerk

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN,
STATE OF CALIFORNIA

R-79-1475

RESOLUTION ACCEPTING BID OF SUKHMINDER S. CHAHAL AND NAOMI
RUTH CHAHAL

WHEREAS, by Resolution R-79-1066 adopted on the 29th day of May, 1979, this Board of Supervisors declared its intention to sell the hereinafter described real property owned by this County on the terms therein set forth and set the public meeting of this Board at the hour of 1:30 p.m., on Tuesday, the 26th day of June, 1979, in the Chambers of the Board of Supervisors on the Seventh Floor of the Courthouse, 222 East Weber Avenue, Stockton, California, at which time sealed proposals to purchase the hereinafter described real property would be opened and considered; and

WHEREAS, said real property is not needed by this County for its use; and

WHEREAS, the proposal to sell the hereinafter described real property was submitted to the County Planning Commission for its report as to conformity with the adopted general plan pursuant to Section 65402 of the Government Code, and a report from said Planning Commission concerning the proposed sale dated April 30, 1979, is on file with this Board of Supervisors; and

WHEREAS, said resolution of intention was duly published and posted as required by Section 25528 of the Government Code, as shown by affidavit of publication in the Stockton Record and certificate of posting on file with this Board; and

WHEREAS, after opening sealed bids, Sukhminder S. Chahal and Naomi Ruth Chahal made the highest oral bid in the sum of TWENTY-FOUR THOUSAND DOLLARS (\$24,000.00);

NOW, THEREFORE, IT IS HEREBY RESOLVED that the bid of Sukhminder S. Chahal and Naomi Ruth Chahal for the purchase of the hereinafter described real property for a total purchase price of TWENTY-FOUR THOUSAND DOLLARS (\$24,000.00), One Thousand Five Hundred Dollars (\$1,500.00) of which has been paid to the Clerk of this Board, with the balance of the purchase price to be paid within 60 days pursuant

ENDORSED

FILED JUL 31 1979 19

J. R. TAYLOR, J. HAYDE,
Clerk of the Board of Supervisors

By CINDY DUBRUTZ
Deputy

to the terms as set forth in Resolution R-79-1066, be, and hereby is, accepted.

IT IS FURTHER RESOLVED that the Chairman of this Board of Supervisors of the County of San Joaquin be, and he hereby is, authorized and directed to executed on behalf of the County of San Joaquin a grand deed conveying to Sukhminder S. Chahal and Naomi Ruth Chahal the hereinafter described real property situated in the County of San Joaquin, State of California, more particularly described as follows, to wit:

A portion of the north one-half ($N\frac{1}{2}$) of the northwest one-quarter ($NW\frac{1}{4}$) of the northwest one-quarter ($NW\frac{1}{4}$) of Section Thirty-five (35) Township three (3) North, Range six (6) East, Mount Diablo Base and Meridian, more particularly described as follows:

Beginning at a point on the north line of said Section 35, being the north line of the lands described as Parcel III of deed to Glenn Smith, et ux, recorded in Volume 1456, page 76, Book of Official Records of San Joaquin County, from which point the northwest corner of said Section bears N. $89^{\circ} 01' 30''$ W. 1261.61 feet; thence from said point of beginning, S. $89^{\circ} 01' 30''$ E. along said north line 61.40 feet to the northeast corner of said Smith lands; thence along the east line of said Smith lands, S. $00^{\circ} 09' 27''$ W. 659.65 feet to the southeast corner of said Smith lands; thence N. $89^{\circ} 05' 08''$ W. along the south line of said Smith lands being the south line of the north one-half of the northwest one-quarter of the northwest one-quarter of said Section 35, a distance of 602.91 feet to a point that bears S. $89^{\circ} 05' 08''$ E. 721.33 feet from the southwest corner of said Smith lands; thence leaving said south line, northeasterly on a curve to the right, radius 3764.72 feet (the chord of which bears N. $39^{\circ} 50' 33''$ E. 847.93 feet), an arc distance of 849.74 feet to intersection with the north line of said Section 35 at the point of beginning, containing 5.341 acres, more or less.

Reserving, however, an easement for a drainage ditch or pipeline over and across the south 16 feet of parcel described above, lying west of Pixley Slough.

IT IS FURTHER RESOLVED that the County Counsel shall prepare the deed and is further directed to deliver said deed to Sukhminder S. Chahal and Naomi Ruth Chahal.

IT IS FURTHER RESOLVED that the Chairman of this Board is authorized and directed to execute all necessary documents to complete the sale and transfer of the aforesaid real property.

PASSED AND ADOPTED this ^{31st} 26th day of ^{July} June, 1979, by the

following vote of the Board of Supervisors, to wit:

AYES: FONDSE, YOSHIKAWA, WILHOIT, ALVA, BARBER

NOES: NONE

ABSENT: NONE

GEORGE L. BARBER

GEORGE L. BARBER, Chairman
Board of Supervisors
County of San Joaquin
State of California

ATTEST: JORETTA J. HAYDE
Clerk of the Board of Super-
visors of the County of San
Joaquin, State of California
CINDY DUBRUTZ

By _____
Deputy Clerk



THE FOREGOING IS A CORRECT COPY
OF THE ORIGINAL O. F. IN THIS OFFICE
JUL 31 1979

ATTEST _____ 19____
Joretta J. Hayde
Clerk of the Board of Supervisors
County of San Joaquin, State
of California



By Cindy Dubrutz
Deputy

Office of the County Counsel

Approved by _____
Executed by _____
Reviewed by MNG

PUBLIC MEETINGS—EXECUTIVE SESSIONS—
REPORTING

CHAPTER 181

ASSEMBLY BILL NO. 2312

An act to amend Section 54957.1 of the Government Code, relating to public meetings.

LEGISLATIVE COUNSEL'S DIGEST

The provisions of existing law contained in the Ralph M. Brown Act, among other things, require, where an action is taken in executive session by the legislative body of a local agency, as defined, relative to the appointment, employment, or dismissal of a public employee, that the legislative body of the local agency publicly report at its next public meeting the action taken and the roll call vote thereon.

This bill would require, instead, that the report be made at the public meeting during which the executive session is held or at the next public meeting.

The people of the State of California do enact as follows:

SECTION 1. Section 54957.1 of the Government Code is amended to read:
54957.1.

The legislative body of any local agency shall publicly report at the public meeting during which the executive session is held or at its next public meeting any action taken, and the roll call vote thereon, to appoint, employ, or dismiss a public employee arising out of any executive session of the legislative body.

Approved and filed June 13, 1980.

WILLS—DESTRUCTION OF ANIMALS—VALIDITY

CHAPTER 182

SENATE BILL NO. 2059

An act relating to wills, and declaring the urgency thereof, to take effect immediately.

LEGISLATIVE COUNSEL'S DIGEST

Under existing law, a provision in a decedent's will may validly compel the destruction of any animal owned by the decedent.

This bill would specify that any such provision of a particular will or codicil, as described, is invalid and unenforceable. The bill would also state that it is necessary special legislation, for the reasons stated.

The people of the State of California do enact as follows:

SECTION 1. Any provision of a will or codicil executed by a testator who died on December 21, 1979, and for which a petition for letters testamentary has been sub-

deletions by asterisks * * *

MEMORANDUM, City of Lodi, Public Works Department

TO: City Manager ✓
City Attorney

FROM: Public Works Director

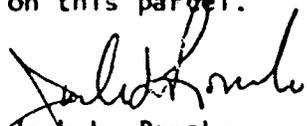
DATE: November 23, 1981

SUBJECT: Appraisal of Scenic Overlook Property

Attached is a letter received from Craig Hubbard based on his initial review of the problems in appraising the scenic overlook property. Due to the problems involved in obtaining Mr. Hubbard the required information he needs to do an exact appraisal, and due to the cost of such appraisal, it is recommended that consideration be given to going to bid without an appraised value.

The proposed closed and open bidding procedure could remain the same with the exception of starting at the minimum appraised value. If the Council reserves the right to reject any and all bids at the end of the closed and open bidding procedure, the City will still have the opportunity to insure sufficient dollars for the property. It is felt that a reasonable maximum per square foot price can be determined by obtaining sale prices of other river front lots in Lodi. By comparing the bid price to this maximum and knowing the limitations on the parcel, the Council should be able to determine whether the high bid is reasonable.

Please contact me if you feel the appraisers should do an exact appraisal on this parcel.


Jack L. Ronsko
Public Works Director

Attachment

JLR/eeh

NOV 24 1981



GERALD A. SHERWIN
COUNTY COUNSEL

MICHAEL N. GARRIGAN
CHIEF DEPUTY COUNTY COUNSEL

PATRICK H. CURRAN
CHIEF DEPUTY COUNTY COUNSEL

OFFICE OF THE
COUNTY COUNSEL

COUNTY OF SAN JOAQUIN
COURTHOUSE
222 EAST WEBER AVENUE
STOCKTON, CALIFORNIA 95202
TELEPHONE 944-2861 (AREA CODE 209)

October 2, 1980

MICHAEL MCGREW
DEPUTY COUNTY COUNSEL
TERRENCE R. DENMOODY
DEPUTY COUNTY COUNSEL
PATRICIA M. FREDERICK
DEPUTY COUNTY COUNSEL
PETER CROOK
DEPUTY COUNTY COUNSEL
MARK F. ORNELLAS
DEPUTY COUNTY COUNSEL
GEORGE H. CUNNINGHAM
DEPUTY COUNTY COUNSEL
REBECCA A. DAVIS
DEPUTY COUNTY COUNSEL
FRANK V. BRUNO, JR.
DEPUTY COUNTY COUNSEL

Mr. Ron Stein
City Attorney
City of Lodi
City Hall
Lodi, California 95240

Dear Ron:

Pursuant to your request, enclosed herewith is a sample resolution declaring intention to sell real property and a resolution accepting the bid of the purchaser.

If I can be of further assistance, please feel free to contact me.

Very truly yours,

GERALD A. SHERWIN
County Counsel

By *Michael N. Garrigan*
MICHAEL N. GARRIGAN
Chief Deputy County Counsel

/pm
encls.

OCT 03 1980