

**SPECIAL MEETING
OF THE MADERA CITY COUNCIL**
205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

**Wednesday, September 20, 2017
6:00 p.m.**

**Council Chambers
City Hall**

CALL TO ORDER

ROLL CALL: Mayor Andrew J. Medellin
Mayor Pro Tem Cece Foley Gallegos, District 1
Council Member Jose Rodriguez, District 2
Council Member Donald E. Holley, District 6
Council Member Derek O. Robinson Sr., District 4
Council Member William Oliver, District 3
Council Member Charles F. Rigby, District 5

INVOCATION: Pastor Mike Unger, Madera Rescue Mission

PLEDGE OF ALLEGIANCE:

PUBLIC COMMENT:

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

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

- B-1 Consideration of a Resolution Approving an Agreement for Purchase and Sale of Real Property and Escrow Instructions for a Future Fire Station Site, Authorizing the Mayor to Execute the Agreement on Behalf of the City, Authorizing the City Administrator to Take All Actions Necessary to Allow the Transfer of Title Pursuant to the Escrow Instructions, and Authorizing the City Clerk to Prepare the Certificate of Acceptance of the Grant Deeds (Report by David Merchen)

C. HEARINGS, PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS

There are no items for this section.

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

There are no items for this section.

F. COUNCIL REPORTS

G. CLOSED SESSION

There are no items for this section.

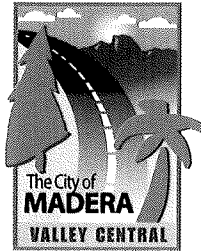
ADJOURNMENT – Next regular meeting October 4, 2017

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- Please silence or turn off cell phones and electronic devices while the meeting is in session.
 - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
 - Any writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4th Street, Madera, California 93637 during normal business hours.
 - The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request 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.
 - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's office at (559) 661-5405.
 - Para asistencia en Español sobre este aviso, por favor llame al (559) 661-5405.
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I, Sonia Alvarez, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the special meeting of the Madera City Council for September 20, 2017, near the front entrances of City Hall by close of business on September 19, 2017.


Sonia Alvarez, City Clerk

REPORT TO THE CITY COUNCIL




COUNCIL MEETING OF:
September 20, 2017

AGENDA ITEM NUMBER:
B-1

Approved By:


COMMUNITY DEVELOPMENT DIRECTOR


CITY ADMINISTRATOR

SUBJECT: Consideration of a Resolution Approving an Agreement for Purchase and Sale of Real Property and Escrow Instructions for a Future Fire Station Site, Authorizing the Mayor to Execute the Agreement on Behalf of the City, Authorizing the City Administrator to Take All Actions Necessary to Allow the Transfer of Title Pursuant to the Escrow Instructions, and Authorizing the City Clerk to Prepare the Certificate of Acceptance of the Grant Deeds

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution taking the following actions with regard to the purchase of real property for the future site of the City's new northwest fire station:

1. Approving the Agreement for Purchase and Sale of Real Property and Escrow Instructions ("the Agreement").
2. Authorizing the Mayor to execute the Agreement.
3. Authorizing the City Administrator to take all actions necessary to allow the transfer of title pursuant to the Escrow Instructions included in the Agreement.
4. Authorizing the City Clerk to Prepare the Certificate of Acceptance of the Grant Deeds

SUMMARY AND DISCUSSION:

The owners of 4 parcels at the corner of Aviation Drive and Condor Avenue have accepted the City's offer to purchase the 5.71 acre group of properties for \$625,000. Upon approval of the Agreement, the City and the current owners will open escrow and the City will deposit \$10,000. The City will complete its due diligence within 21 days. Assuming the final investigations conducted during the due diligence period yield no new information which compromises the City's ability to purchase the property and develop a fire station, the remaining amount of the purchase price will be deposited into escrow. Closing costs will be split equally with the buyers. The Agreement calls for escrow to close within 30 days of the execution of the Agreement.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The 2025 Action Plan includes Strategy #421: Ensure the safety and protection of Madera and its community members through adequate first response to emergencies. Maintain sufficient resources to expand protection as the community grows.

FISCAL IMPACT:

Funding for the purchase of the fire station site has been appropriated from the portion of Measure K revenue allocated to the Fire Services, Fund 10252500.

RESOLUTION NO. 17-_____

A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS FOR A FUTURE FIRE STATION SITE

WHEREAS, the City of Madera desires the construction of a new fire station to serve the northwest part of the City ("the Fire Station Project"); and

WHEREAS, the City does not currently own a suitable parcel for the development of the Fire Station Project and the acquisition of a suitable parcel or parcels is necessary to accommodate the Project; and

WHEREAS, a suitable site for the Fire Station Project, comprised of 4 contiguous lots at the southwest corner of Aviation Drive and Condor Avenue, has been identified and the owners of said lots wish to sell the lots to the City; and

WHEREAS, the City and Sellers have agreed upon the terms of the purchase and sale.

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

1. The above recitals are true and correct.
2. The City Council of the City of Madera approves the Agreement for Purchase and Sale of Real Property and Escrow Instructions for a future fire station site ("the Agreement"), a copy of which is on file in the Office of the City Clerk and referred to for particulars.
3. The Mayor is authorized to execute the Agreement.
4. The City Administrator is authorized to take all actions necessary to allow the transfer of title pursuant to the Escrow Instructions included in the Agreement.
5. The City Clerk is Authorized to Prepare the Certificate of Acceptance of the Grant Deeds.
6. This resolution is effective immediately upon adoption.

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

Helen F. Lewis, Paul R. Armstrong and Pauline P. Chamness, hereinafter called the “Seller”, without regard to number or gender, hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter called the “CITY”, the hereinafter described real property on the following terms and conditions:

1. The real property which is the subject of this Agreement, and which is hereunder for convenience referred to as the “Offered Property”, is all that real property situated in the City of Madera, County of Madera, State of California, more particularly described as APN’s 013-050-007, 013-050-008, 013-050-009, 013-050-010.

2. The purchase price for the Offered Property shall be the sum of Six Hundred Twenty Five Thousand Dollars and No Cents (\$625,000) as just compensation therefor for land and improvements, which shall be payable in cash at the Close of Escrow.

3. Seller represents and warrants that it has the authority to make the offer herein made, and that it holds fee title to the Offered Property.

4. The sale shall be completed by and through this Agreement upon the following terms and conditions, and Seller and City by their signature to this Agreement make this paragraph their purchase instructions:

- a. Promptly after execution of this Agreement, the parties shall promptly open escrow at Fidelity National Title, 7475 N Palm Ave, Suite 101, Fresno, CA 93711, Attention: Bernadette Watson, or another escrow company mutually agreeable to the parties, (“the Escrow Agent”).
- b. Unless extended by mutual agreement of both parties, the Close of Escrow shall occur on or before the date that is thirty (30) days from the execution of this Agreement by both Parties.
- c. Close of Escrow on all four (4) parcels comprising the Offered Property shall occur simultaneously.
- d. Close of Escrow is contingent upon Escrow Agent’s issuance of a Standard Title Policy, at Seller’s expense.
- e. CITY shall deposit \$10,000 into escrow within three (3) days after execution of this Agreement by both parties. At the Close of Escrow, the Deposit shall be applied to the Purchase Price specified in Paragraph 2.
- f. At least one (1) day prior to the scheduled Close of Escrow, CITY shall deposit into Escrow the balance of the Purchase Price specified in Paragraph 2, less the amount deposited pursuant to Paragraph 4(e), in addition to its share of closing costs.

- g. Except as otherwise specified in this Agreement, Seller and CITY shall equally divide all escrow fees, and costs.
- h. CITY is a public entity and is exempt from payment of any real property taxes. Seller 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 Seller, prior to opening of this escrow, shall not be prorated between CITY and Seller. CITY shall not be responsible for the reimbursement of any taxes to Seller.
- i. CITY shall have twenty one (21) calendar days from the day escrow opens as a "Due Diligence Period" to investigate and conduct studies on the Offered Property. During this period, CITY shall have an opportunity to investigate and inspect all aspects of the Offered Property and determine, in the CITY'S sole and absolute discretion, whether or not to acquire the Property pursuant to the terms and conditions set forth herein. Any investigation conducted by CITY pursuant to this Paragraph shall be at City's sole cost and expense.

5. Seller warrants that there are no tenants on the Offered Property pursuant to any lease agreement.

6. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions in this contract, the right of possession and use of the subject property by the City (including, but not limited to, the right to construct and install new improvements and to replace, repair, restore, remove, and/or dispose of existing improvements) shall commence upon execution of this agreement, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages if any, from said date.

7. Grantor grants to the City, its permittees, contractors, agents or assigns, a right to enter upon, over, across, and under Grantor's property during the period of construction for the purpose of removal and replacement of existing owner improvements on the remaining parcel and for the purpose of facilitating the construction of the public improvement and accomplishing all necessary incidence thereto, including, but not limited to, the repair, replacement, restoration, removal, and/or disposal of existing improvements. Any actual damage of substantial interference with the possession of use of the adjacent land caused by City, its permittees, contractors, agents, or assigns shall be cured by same.

8. The obligation of the City to purchase the Offered Property is contingent upon the finding by City that there is no evidence that there may be hazardous or toxic materials located on the Offered Property. The cost of this determination is the sole expense of the City.

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

10. It is understood and agreed that this Agreement shall become a contract for the purchase and sale of real property and improvements on the parcel binding upon Seller and City, their heirs, executors, administrators, successors in interest, and assigns.

11. This Agreement is executed by the City of Madera, by and through Mayor of the City of Madera pursuant to authority granted by the Council of the City of Madera on _____.

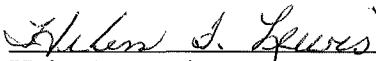
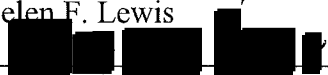
CITY OF MADERA,
A municipal corporation

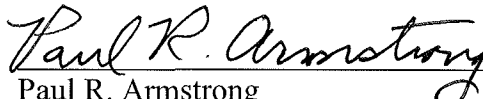

By: _____
Andrew J. Medellin, Mayor

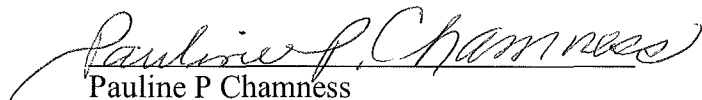

APPROVED AS TO FORM:
By: _____
Brent Richardson, City Attorney

ATTEST:
By: _____
Sonia Alvarez, City Clerk

SELLER


Helen F. Lewis

Tax I.D. (Soc. Sec. #)


Paul R. Armstrong

Tax I. D. (Soc. Sec. #)


Pauline P Chamness

Tax I. D. (Soc. Sec. #)