

AGENDA
CITY OF FERNDALE – HUMBOLDT COUNTY CALIFORNIA – U.S.A.
SPECIAL MEETING OF THE FERNDALE CITY COUNCIL

Location:	City Hall	Date:	September 5, 2013
	834 Main Street	Time:	8:30 pm
	Ferndale CA 95536	Posted: 09/04/13	

We welcome you to the meeting. Members of the Public may be heard on any business item on this Agenda before or during the City Council consideration of the item. The public may also directly address the City Council on any item of interest to the public that is not on the Agenda during the public comment time; however, the City Council generally cannot take action on an item not on the agenda.

A person addressing the City Council will be limited to five (5) minutes unless the Mayor of the City Council grants a longer period of time. While not required, we would appreciate it if you would identify yourself with your name and address when addressing the Council.

This City endeavors to be ADA compliant. Should you require assistance with written information or access to the facility, or a hearing amplification, please call 786-4224 24 hours prior to the meeting.

TO SPEAK ON ANY ISSUE, BE ACKNOWLEDGED BY THE MAYOR BEFORE PROCEEDING TO THE PODIUM, STATE YOUR NAME AND ADDRESS FOR THE RECORD (optional), AND DIRECT YOUR COMMENTS ONLY TO THE COUNCIL.

1. CALL MEETING TO ORDER – Mayor
2. PLEDGE ALLEGIANCE TO THE FLAG
3. ROLL CALL – City Clerk/Deputy City Clerk
4. CEREMONIAL: None
5. SPEICAL MEETING BUSINESS:
 - a. “Old Nilsen Barn” Property Donation: Review and Consider Approval of Proposed Gift of Real Property to the City of Ferndale and Acceptance of Deed to Real Property commonly known as the “Old Nilsen Barn Property” (APN 031-083-002) located in the City of Ferndale, California..... Page 3
6. ADJOURN

This notice is posted in compliance with Government Code §54956.
The next Regular Meeting of the Ferndale City Council will be held on
THURSDAY, October 3, 2013 in the Auditorium of City Hall at 7:00pm



In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at (707) 764-3532. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to the meeting.

Section 5
BUSINESS

Meeting Date:	September 5, 2013	Agenda Item Number	5a
Agenda Item Title:	Resolution 2013-35 authorizing the City Manager to accept Grant Deed to "Old Nilsen Barn Property" 031-083-002		
Presented By:	Jay Parrish, City Manager		
Type of Item:	<input checked="" type="checkbox"/> Action	<input type="checkbox"/> Discussion	<input type="checkbox"/> Information
Action Required:	Approve Resolution 2013-35		

RECOMMENDATION:

Approve Resolution 2013-35, directing the City Manager to accept the "Grant Deed" from the owner of that certain real property generally known as the "Old Nilsen Barn Property" (APN 031-083-002) (the "Property"), and cause the Grant Deed to be recorded with the Humboldt County Recorder.

DISCUSSION:

The owner of the Property generally known as the Old Nilsen Barn Property, (APN 031-083-002) has offered to donate the Property to the city. The City has completed an Environmental Site Assessment, Phase I and Phase II, and all other matters to be completed under the "Agreement to Dedicate Property to the City of Ferndale" signed by the Owner of the Property.

Should the city obtain the property, the city will then go through a process to decide the highest and best use of the property. No project is currently proposed. Preliminary options on what the city could use this property for would be a parking lot, open space, and/or a small park. At this time, Staff seeks authorization from the Council to accept and record the Grant Deed.

Prior to recording the Deed, a Preliminary Title Report will be obtained to insure that there are no encumbrances on the Property that would interfere with the City's potential use and enjoyment of the Property. If any conditions are identified on a Preliminary Title Report, the City Manager will return the matter for the Council's further consideration prior to Deed recordation.

FINANCIAL IMPACT:

Acquisition costs will be approximately \$15,000, including Phases I and II of the Environmental Site Assessment as well as legal and engineering fees associated with Environmental Site Assessment Review. Also, the City will likely need to reimburse the property owner for various carrying costs related to the Property prior to dedication while the matter is evaluated, which are estimated not to exceed \$1,000.00. Funding would come from LAIF.

RESOLUTION 2013-35**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF FERNDALE AUTHORIZING
THE CITY MANAGER TO ACCEPT AND RECORD A GRANT DEED TO REAL
PROPERTY TO THE CITY OF FERNDALE**

- A. WHEREAS,** Carolyn E. Jones, Trustee of the Carolyn Jones Trust, u/t/d October 12, 2007 (the "Property Owner") owns certain unimproved real property generally known as the Old Nilsen Barn Property, located in Ferndale, California (APN 031-083-002) ("Property");
- B. WHEREAS,** the Property Owner has proposed to dedicate the Property to the City of Ferndale;
- C. WHEREAS,** in anticipation of the dedication of the Property, the Owner has signed and delivered to the City that certain "Agreement to Dedicate Real Property" (the "Agreement"), a true and correct copy of which is attached hereto as **Exhibit "A"**;
- D. WHEREAS,** the City has completed an environmental evaluation of the Property consisting of a Phase I and Phase II Environmental Site Assessment, and those other tasks required by the Agreement prior to accepting the dedication and a Deed to the Property;
- E. WHEREAS,** to facilitate the gift of Property to the City, the Property Owner has executed that certain "Grant Deed" pledging the Property to the City in the form attached hereto as **Exhibit "B"** (the "Deed");
- F. WHEREAS,** the City Council, in its discretion, is authorized to accept gifts of real property in the manner proposed pursuant to California Government Code § 37354;
- G. WHEREAS,** the Deed proposed for acceptance places no restrictions on the future use of the Property;
- H. WHEREAS,** at the time of the gift, the City has no current project planned for the Property, but acknowledges that the Property will prove to be a valuable asset to the City to be held in its current condition, unchanged, for some future use or development such that no "project" currently exists for the Property that is subject to substantive evaluation under the California Environmental Quality Act ("CEQA"), and it would be exempt for that purpose and additionally under categorical exemptions applicable to acquisition of lands for the preservation of existing conditions and open space;
- I. WHEREAS,** prior to sponsoring any "project" on the Property subject to CEQA, the City will fully evaluate all environmental impacts related thereto in compliance with CEQA;
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J. WHEREAS, the City has requested a preliminary title report on the Property, and seeks to accept the Deed subject to the City Manager's review and approval of the staff report; and

K. WHEREAS, the City Manager has requested the direction and approval of the City Council to accept the Grant Deed and gift of the Property, and record the Grant Deed with the Humboldt County Recorder upon the City Manager's review and approval of a Preliminary Title Report.

NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF FERNDALE AUTHORIZES THE CITY MANAGER TO ACCEPT THE GRANT DEED TO THE REAL PROPERTY (APN 031-083-002) AND RECORD SAID GRANT DEED WITH THE HUMBOLDT COUNTY RECORDER UPON COMPLETION OF REVIEW AND APPROVAL OF A PRELIMINARY TITLE REPORT. IF ANY ITEM OR MATTER IS IDENTIFIED ON A PRELIMINARY TITLE REPORT WHICH CAUSES THE CITY MANAGER CONCERN, THE MATTER WILL BE RETURNED TO THE COUNCIL FOR CONSIDERATION.

PASSED, APPROVED AND ADOPTED this 5th day of September 2013 by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Stuart Titus, Mayor

ATTEST:

Jay Parrish, City Manager and Acting City Clerk

EXHIBIT A

**AGREEMENT TO DEDICATE PROPERTY TO THE
CITY OF FERNDALE**

This AGREEMENT TO DEDICATE PROPERTY TO THE CITY OF FERNDALE (this "Agreement") is pledged as of August 30, 2013 (the "Effective Date"), by Carolyn E. Jones, Trustee of the Carolyn Jones Trust u/t/d October 12, 2007, ("Owner"), for the benefit of the City of Ferndale ("City"), an incorporated city in the County of Humboldt, State of California. Where collective reference is intended, Owner and the City are referred to as the "Parties" in this Agreement.

Recitals

A. WHEREAS, Owner is the owner of that certain real property, appurtenant easements and personal property located in the City of Ferndale, County of Humboldt, State of California, and more particularly described in **Exhibit A** (the "Dedicated Property" or "Property"), which is attached hereto and incorporated herein by reference;

B. WHEREAS, the City is interested in taking ownership of the Dedicated Property, although no specific public purpose or project is identified at this time;

C. WHEREAS, prior to accepting ownership of the Dedicated Property, the City must perform an environmental review of the Property, and issue various findings relating to its condition;

D. WHEREAS, the City Council for the City of Ferndale must authorize acceptance of the Dedicated Property, and this Agreement will be presented to the Council for its consideration;

E. WHEREAS, the City of Ferndale is the sole intended recipient of the Dedicated Property, without cost, upon satisfaction of the contingencies recited in this Agreement; and

F. WHEREAS, the actual conveyance of the Dedicated Property will only occur if and when all contingencies to dedication recited in this Agreement are first satisfied, and thereafter the City agrees to accept title to the Dedicated Property and perform all obligations assigned to it under this Agreement.

Agreement

NOW THEREFORE, the Owner hereby covenants and agrees as follows:

1. Covenant to Convey Property. The Owner by execution of this Agreement and conditioned upon prior satisfaction of each and all of the Contingencies recited (and defined) in Section 2 of this Agreement, does hereby agree to convey title to the Dedicated Property to the City free and clear of all liens and encumbrances, and does further agrees that the Owner will execute any and all deeds or other documents necessary to convey the Dedicated Property to the City.

2. Contingencies to Conveyance. The City's obligations to accept and take ownership of the Dedicated Property are contingent upon the prior satisfaction of each and all of the terms, conditions and contingencies recited as follows (collectively the "Contingencies"), which can be deemed satisfied or waived in the City's sole discretion:

- (a) The City completes an environmental review and analysis of the Dedicated Property, and the City is willing to accept the Property in its current condition, in the City's discretion;
- (b) The City issues all requisites findings (or exemptions) necessary under the California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 21000, et seq.; and
- (c) The City Council agrees to accept the conveyance of the Dedicated Property in its sole discretion.

3. **Maintenance of Dedicated Property.** After the Dedicated Property (or any portion of it) is conveyed to the City, the City shall unilaterally bear all costs and expenses associated with maintaining the Dedicated Property (or any portion of it conveyed to the City).

4. **Enforceability of Covenant.** The City may enforce Owner's covenant and agreement to dedicate the Dedicated Property consistent with the terms and conditions of this Agreement.

5. **Entire Agreement.** This Agreement, along with the additional deeds and conveyance instruments contemplated hereby, represents the entire Agreement between the Parties in connection with the transactions contemplated hereby and the subject matter hereof. This Agreement may not be modified except by a written agreement signed by Owner if amended or modified prior to conveyance of the Dedicated Property to the City or by both Owner and the City if amended or modified after the conveyance of the Dedicated Property to the City.

6. **Governing Law.** This Agreement has been prepared and executed in, and shall be construed in accordance with, the laws of the State of California. Any action or proceeding relating to or arising out of this Agreement shall be filed in the Superior Court of the State of California for the County of Humboldt.

7. **Invalidity of Any Provision.** If any provision (or any portion of any provision) of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction under present or future laws effective during the term of this Agreement, the legality, validity, and enforceability of the remaining provisions (or the balance of such provision) shall not be affected thereby.

IN WITNESS HEREOF, Owner has executed this Agreement as of the date set forth in the first paragraph of this Agreement.

OWNER:

Carolyn E. Jones, Trustee of the Carolyn Jones Trust u/t/d
October 12, 2007

By: _____

Name:

Its:

Carolyn E. Jones

Trustee

EXHIBIT A

BEGINNING in the center of Francis Creek on a line run at right angles to Main Street in the Town of Ferndale, County of Humboldt, State of California, and Westerly from the Southwest corner of Lot 7 of Block 14 of Francis Division of Ferndale, as marked on the Official Map of said Town of Ferndale, and now on file in the Office of the County Recorder of the County of Humboldt, State of California;

thence at right angles to said Main Street, Easterly to the Southwest corner of said Lot 7;

thence at right angles and parallel to said Main Street, Southerly 130 feet to the Southwest corner of Lot 9 in said Block 14;

thence at right angles Westerly to the center of said Francis Creek;

thence along the center of said Creek Northerly to the point of beginning.

PAREL TWO

BEGINNING in the center of Francis Creek at the most Westerly corner of the parcel first above described; and

running thence Southeasterly along the Southwesterly line of said parcel, 124.1 feet to a point distant thereon 30 feet Northwesterly from the most Southerly corner of said parcel;

thence South 44 degrees 2 minutes West, 0.95 feet;

thence North 52 degrees 30 minutes West, 126.4 feet, more or less, to the center of Francis Creek; and

thence Northerly along the center of said Creek to the point of beginning.

PARCEL THREE

A right of way over the following described parcel:

BEGINNING at the most Westerly corner of Lot 10 in said Block 14; and running thence Northerly and parallel with Main Street, 111.45 feet to the Southerly corner of the parcel first above described;

thence at right angles Westerly, 30 feet;

thence at right angles Southerly, 114.89 feet to Ocean Avenue; and

thence Easterly along said Avenue, 30.02 feet to the point of beginning.

Said right of way is not exclusive, but is to be used in common with other parties entitled to the use thereof.

EXHIBIT B

RECORDING REQUESTED BY

MITCHELL, BRISSO, DELANEY & VRIEZE, LLP

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENT TO:

City of Ferndale
P.O. Box 1095
Ferndale, CA 95536

Order No. _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

DOCUMENTARY TRANSFER TAX IS \$ -0- Parcel No.

computed on full value less value of liens or encumbrances remaining at time of sale, or Revenue and Taxation Code §§ 11911, 11922
MITCHELL, BRISSO, DELANEY & VRIEZE, LLP

computed on full value of property conveyed. By: _____
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX, FIRM NAME

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CAROLYN E. JONES, Trustee of the Carolyn Jones Trust u/t/d October 12, 2007,

hereby GRANT(S) to

CITY OF FERNDALÉ, a municipal corporation,

the following described real property in the City of Ferndale,
County of Humboldt, State of California:

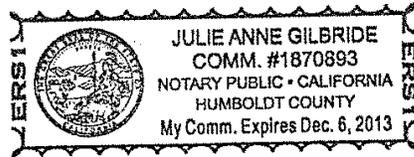
More particularly described in Exhibit A, attached hereto and incorporated herein by this reference.

Dated September 3, 2013

Handwritten signature of Carolyn E. Jones
CAROLYN E. JONES

STATE OF CALIFORNIA
COUNTY OF HUMBOLDT S.S.

On September 3, 2013, before me, Julie Anne Gilbride, the undersigned Notary Public, personally appeared CAROLYN JONES, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Handwritten signature of Julie Anne Gilbride
My commission expires: Dec. 6, 2013

Section 6

ADJOURNMENT
