

97-329

MARIPOSA COUNTY BOARD OF SUPERVISORS

MINUTE ORDER

TO: MIKE EDWARDS, Public Works Director
 FROM: MARGIE WILLIAMS, Clerk of the Board *MW*
 SUBJECT: LUSHMEADOWS FIRE HOUSE; RES. 97-329

THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, CALIFORNIA,

ADOPTED THIS Order on August 12, 1997

ACTION AND VOTE:

Supervisor Parker, District IV;
 Disposal of County Structure on Lushmeadows Association Property -- Old Fire House
BOARD ACTION: Supervisor Parker initiated discussion relative to the status of the old fire house structure, and he advised that he and Supervisor Pickard are members of the Lushmeadows Association. Jeff Green, County Counsel, advised of his discussions with Public Works Director relative to the agreement with the Association for the structure and advised that the costs for the County to remove the structure exceed the value.
 (M)Parker, (S)Pickard, Res. 97-329 adopted finding that the structure has a value of less than \$500.00 based on information received from Public Works. Jeff Green advised that he felt there is no conflict of interest for Supervisors Parker and Pickard to take action with regards to determining the value of the structure; however, there is a potential conflict with regards to disposal of the structure due to their membership in the Association. Skip Skyrud, President of the Association, commented on the history of the structure and its use. Ayes: Unanimous. (M)Reilly, (S)Balmain, direction was given for the title of the structure to be transferred to the Lushmeadows Association for a price of \$1.00/Ayes: Reilly, Balmain, Stewart; Not Voting: Parker, Pickard, due to potential conflict of interest.

cc: Jeff Green, County Counsel
 Ken Hawkins, Auditor
 File



COUNTY of MARIPOSA

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356

DEPARTMENT OF
PUBLIC WORKS
Divisions of:
Design & Construction
Administration
Operations

August 6, 1997

Michael D. Edwards
Director

INTEROFFICE MEMO

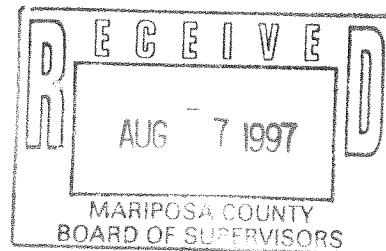
TO: Michael D. Edwards, Director of Public Works
FROM: Dave Tucker, Senior Civil Engineer *DL*
SUBJECT: Lush Meadows Fire House

At your request, I visited and evaluated the value of the fire house in Lush Meadows. This building is approximately 14' by 26'. It has no windows or floor. It has double doors in front. The siding is plywood T1-11 type, quite deteriorated. The roof is wood shingles, mostly failing. The roof is sagging, and the roof trusses do not appear adequate for current code for the snow loads experienced at that elevation.

In my opinion, the value of the building is less than \$500.

cc: Bob Pickard, Supervisor, District 5
Garry Parker, Supervisor, District 4
Jeff Green, County Counsel
Skip Skyrud

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§ 25362

COUNTIES—BOARD OF SUPERVISORS
Title 3

conveyance of real property to the county by the United States or any of its agencies.

(Added by Stats.1947, c. 424, p. 1116, § 1.)

Historical Note

Derivation: Pol.C. § 4041.21a, added Stats. 1940, 5th Ex.Sess., c. 6, p. 384, § 1.

§ 25363. Auction sale or lease of unneeded property; requisites; disposition of proceeds; private sale

The board of supervisors may sell or lease at public auction, and convey to the highest bidder, for cash, any property belonging to the county not required for public use. The sale or lease may be made at the courthouse door or at such other place within the county as the board orders by a four-fifths vote. Notice of the sale or lease shall be given for five days prior thereto either by publication in a newspaper published in the county or by posting in three public places in the county. The proceeds shall be paid into the county treasury for the use of the county. If in the unanimous judgment of the board, the property does not exceed in value the sum of five hundred dollars (\$500), or the monthly rental value thereof is less than seventy-five dollars (\$75), or if it is the product of the county farm, it may be sold or leased at private sale without advertising by any member of the board authorized by a majority vote of the board. The sale or lease shall be reported to and confirmed by the board. This section does not apply to the furnishing of goods to special districts.

(Added by Stats.1947, c. 424, p. 1116, § 1. Amended by Stats.1957, c. 1918, p. 3352, § 1.5; Stats.1970, c. 130, p. 359, § 1; Stats.1973, c. 355, p. 775, § 1.)

Historical Note

Derivation: Pol.C. § 4041.21, added Stats. 1929, c. 755, p. 1461, § 22, amended Stats.1931, c. 600, p. 1292, § 3.

Forms

See West's California Code Forms, Government.

Cross References

Publication, generally, see § 6000 et seq.
Sale by auction, see Commercial Code § 2328.

Law Review Commentaries

County property sale; comment. (1974) 5
Pacific L.J. 471.

Library References

Counties ⇨108, 110.
C.J.S. Counties § 172.

WESTLAW Electronic Research

See WESTLAW Electronic Research Guide following the Preface.

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AGREEMENT

THIS AGREEMENT made and entered into at Mariposa, California this 1st day of July, 1971, by and between the COUNTY OF MARIPOSA, acting by and through its Board of Supervisors, hereinafter designated as County, and LUSH MEADOWS ASSOCIATION, a California Non-profit corporation, of Star Route, Mariposa, California, hereinafter designated Association:

W I T N E S S E T H :

WHEREAS, County and Association entered into a verbal agreement whereby County agreed to provide a fire truck, to be garaged in the Lush Meadows area of Supervisorial District 5 of Mariposa County, to provide fire protection to Association and other residents of the County of Mariposa; and

WHEREAS, under said verbal agreement, County provided monies to construct a garage or shelter on the real property of Association in the Lush Meadows area during 1971 for the purpose of garaging said fire truck on the land of said Association; and

WHEREAS, it was agreed that said fire truck and garage could remain upon the land of Association without either rent or charge, to be removed upon thirty (30) days notice by either Party; and

WHEREAS, it was further agreed that said garage would be considered personal property belonging to County, to be removed by County within a reasonable time after notice by either Party to remove said fire truck and garage; and

WHEREAS, the Parties desire to put their verbal agreement in writing:

1 NOW THEREFORE, the Parties hereto agree as follows:

2 1. County hereby agrees to provide a fire truck to Associa-
3 tion and other residents of the Lush Meadows area of Supervisorial
4 District No. 5 and of the County of Mariposa, to be used by them
5 for fire protection in said area and County. County has provided
6 monies and ~~Association~~ ^{Volunteer labor} is to construct a garage on the real prop-
7 erty of Association in said Lush Meadows area, which is and shall
8 remain the personal property of the County. Said fire truck shall
9 be garaged in said garage on the real property of Association for
10 the purpose of providing fire protection as aforesaid without any
11 rent or charge to County by Association. County will pay the costs
12 of repairs and maintenance for said Truck so long as it remains in
13 the Lush Meadows as aforesaid.

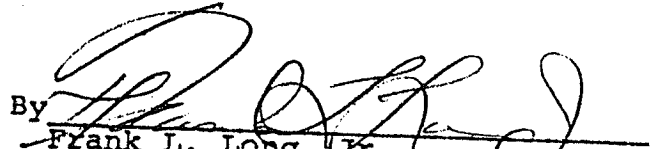
14 2. Either party shall have the right to terminate this
15 agreement by giving thirty (30) days written notice to the other.
16 In the event of a thirty (30) days notice of termination being
17 given to either party by the other, County will remove the said
18 fire truck from the land of Association, and shall have the right
19 to remove said building from the land of Association within a
20 reasonable time.

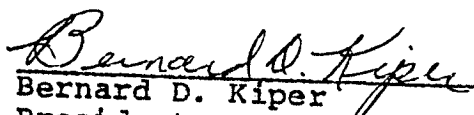
21 3. This Agreement shall be construed as a license and not a
22 lease, and is personal to Association and revocable at any time.
23 It shall further be construed as a year-to-year license covering
24 the fiscal year commencing July 1, 1971 and ending June 30, 1972,
25 renewable for succeeding terms of one year each by verbal agreement
26 noted on the Minutes of County.

27 ---

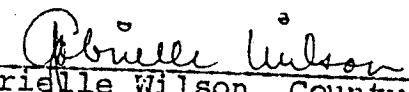
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2 IN WITNESS WHEREOF the Parties hereto have set their hands
3 the day and year first above written.
4

5 COUNTY OF MARIPOSA

6
7 By 
8 Frank L. Long, Jr.
9 Chairman of Board of Supervisors

10 
11 Bernard D. Kiper
12 President
13 Lush Meadows Association

14 ATTEST:

15 
16 Gabrielle Wilson, County Clerk
17 and Clerk of the Board
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MARIPOSA COUNTY COURT HOUSE
"OLDEST IN THE WEST"

Board of Supervisors

Mariposa County

(209) 966-2005

DISTRICT NO. 1 CARROLL N. CLARK, Chairman
DISTRICT NO. 2 EUGENE DALTON, JR.
DISTRICT NO. 3 FRANK L. LONG, JR.
DISTRICT NO. 4 HAROLD E. WEBER
DISTRICT NO. 5 JAMES R. OWINGS

ELLEN BRONSON
Clerk

P.O. BOX 247
MARIPOSA, CALIFORNIA 95338

August 25, 1978

Lushmeadows Association
Triangle Road
Mariposa, CA 95338
Attn: Edgar R. Sander

Dear Mr. Sander:

The Board reviewed your letter dated August 10, 1978, regarding additional items to be included in the Agreement attached.

The Board stated that both your items of concern are paid for by the County; to wit, insurance for the fire truck and liability/fire insurance for the building housing the fire truck.

If the above is to your satisfaction, please execute the attached agreement and forward to this office for our files.

Respectfully,

ELLEN BRONSON, County Clerk &
Ex Officio Clerk of the Board

Joan J. Lynk
Clerk of the Board

1 District No. 5 and of the County of Mariposa, to be used by them
2 for fire protection in said area and County. County has provided
3 monies and volunteer labor to construct a garage on the real pro-
4 perty of Association in said Lushmeadows area, which is and shall
5 remain the personal property of the County. Said fire truck shall
6 be garaged in said garage on the real property of the Association
7 for the purpose of providing fire protection as aforesaid without
8 any rent or charge to County by Association. County will pay the
9 costs of repairs and maintenance for said truck so long as it
10 remains in the Lushmeadows as aforesaid.

11 2. Either party shall have the right to terminate this agree-
12 ment by giving thirty (30) days written notice to the other. In
13 the event of a thirty (30) days notice of termination being given
14 to either party by the other, County will remove the said fire
15 truck from the land of Association, and shall have the right to
16 remove said building from the land of Association within a
17 reasonable time.

18 3. This Agreement shall be construed as a license and not a
19 lease, and is personal to Association and revocable at any time.
20 It shall further be construed as a year-to-year license covering
21 the fiscal year commencing July 1, 1978, and ending June 30, 1979,
22 renewable for succeeding terms of one year by written agreement.

23 IN WITNESS WHEREOF the Parties hereto have set their hands
24 the day and year above written.

COUNTY OF MARIPOSA

26 ATTEST:

27 Ellen Bronson
28 Ellen Bronson, County Clerk and
Ex-Officio Clerk of the Board

By Carroll Clark
Carroll Clark, Chairman
Board of Supervisors
Edgar R. Sander
President, Lushmeadows Assn.

Accepted with Conditions regards insurance
in letter from Board of Supervisors dated
August 25 1979