



CITY OF MARTINEZ

**CITY COUNCIL
July 16, 2014**

TO: Mayor and City Council
FROM: Michael Chandler, Senior Management Analyst
SUBJECT: Sale of Personal Property Located at 115 Tarantino Drive to Liz Martin
DATE: July 9, 2014

RECOMMENDATION:

Adopt a resolution finding personal property located at 115 Tarantino Drive to be surplus supplies and equipment and authorizing the Interim City Manager to execute the attached Bill of Sale and sell the property to Liz Martin doing business as Pink Depford Design Studio, for the amount of \$250 under the terms and conditions of the Bill of Sale.

BACKGROUND

The City Council approved by resolution on February 19, 2014, the purchase of the remainder of the Willows' Theater Company's personal property located at 115 Tarantino Drive (Kenney Building) and 401 Ferry Street (Old Train Depot) for a sales price of \$2,000 from the Bank of the West. The City's Public Works, Police, and Administrative Services departments evaluated the acquired assets and identified various items with reuse value located at the Kenney Building.

Procedure "D" of the City's "Disposition of Surplus Supplies and Equipment Policy" allows for the direct sale of City-owned surplus supplies and equipment to a private party upon City Council approval. Surplus supplies and equipment are those that cannot be used by any department of the City. The City previously completed a sales transaction with Rooster Productions, LLC ("Rooster"), the City's tenant at 115 Tarantino Drive, in May 2014 to sell Rooster various tools, machinery, and props that had been determined by the City departments to be surplus property for a price of \$4,110.

In their evaluation, the aforementioned City departments determined that they have no current use for any of the Costume Shop inventory items that have been identified for sale through the proposed transaction and listed within Exhibit A. Therefore, the Council may approve the direct sale of the various items to Liz Martin under the City's policy. The policy also states that the Council shall determine the manner of disposition of the surplus property. The manner of disposition of all items being sold through the proposed transaction is set forth by the attached Bill of Sale and discussed below.

City Administration negotiated directly with Liz Martin for the sale of some of the Costume Shop inventory items at the Kenney Building. Ms. Martin had formerly worked with the Willows Theater Company on some of its productions and is currently the owner of the Pink Depford Design Studio in Martinez. She expressed an interest in reviewing and evaluating the costume inventory and subsequently identified specific costume pieces she wished to purchase.

The costume inventory does not carry any significant intrinsic value as most of the items are set pieces specific to prior shows of the Willows Theater Company over the past 20+ years. Beyond the minimal revenue of \$250 achieved through the sales transaction, beginning the process of clearing these items out of the Costume Shop will provide the City a service it would otherwise have to undertake with its own personnel and at its own cost.

FISCAL IMPACT:

The sale of the personal property listed within Exhibit A will generate \$250 in revenue to the General Fund.

ACTION:

Motion adopting resolution finding personal property located at 115 Tarantino Drive to be surplus supplies and equipment and authorizing the Interim City Manager to execute the attached Bill of Sale on behalf of the City and sell the property to Liz Martin doing business as Pink Depford Design Studio, for the amount of \$250 under the terms and conditions of the Bill of Sale.

Attachments:

Resolution

Attachment A – Bill of Sale

Exhibit A – Costume Shop Sales Inventory

A handwritten signature in blue ink, appearing to read "Amanda Sij", is located at the bottom left of the page.

RESOLUTION NO. -14

FINDING PERSONAL PROPERTY LOCATED AT 115 TARANTINO DRIVE TO BE SURPLUS SUPPLIES AND EQUIPMENT AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE ATTACHED BILL OF SALE AND SELL SUCH PROPERTY TO LIZ MARTIN DBA PINK DEPFORD DESIGN STUDIO, FOR THE AMOUNT OF \$250

WHEREAS, the City Council approved Resolution No. 012-14 on February 19, 2014, to purchase various items of personal property located at 115 Tarantino Drive ("Kenney Building") and 401 Ferry Street ("Old Train Depot") from the Bank of the West for a price of \$2,000; and

WHEREAS, the City subsequently negotiated with Rooster Productions, LLC ("Rooster"), the City's current Licensee at 115 Tarantino Drive, for the sale of some of these assets, and closed this transaction in May 2014; and

WHEREAS, the City and Liz Martin doing business as the Pink Depford Design Studio in Martinez, have negotiated and agreed upon the terms and conditions of the sale of certain inventory items located within the Costume Shop at the Kenney Building, as listed within the attached Bill of Sale and more properly described within Exhibit A; and

WHEREAS, Procedure "D" of the City's Disposition of Surplus Supplies and Equipment Policy provides that the City may directly sell to any person or entity surplus supplies and equipment of any value upon approval of the City Council; and

WHEREAS, the personal property located at the Kenney Building identified within Exhibit A constitutes surplus supplies and equipment for which the City has no current use; and

WHEREAS, the disposition of the personal property under those terms and conditions of the attached Bill of Sale is reasonable, appropriate, and would be beneficial to the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Martinez finds that the personal property identified by the attached Bill of Sale constitutes surplus supplies and equipment under the City's Disposition of Surplus Supplies and Equipment Policy for which the City has no current use and which would be best disposed of through the proposed sale in accordance with Procedure "D" of the Policy; and

BE IT FURTHER RESOLVED that the City Council of the City of Martinez hereby authorizes the Interim City Manager to execute the attached Bill of Sale and sell personal property located at 115 Tarantino Drive to Liz Martin doing business as Pink Depford Design Studio for the amount of \$250.00, in accordance with the terms and conditions of the attached Bill of Sale.

* * * * *

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution duly adopted by the City Council of the City of Martinez at a Regular Meeting of said Council held on the 16th day of July, 2014, by the following vote:

AYES:

NOES:

ABSENT:

RICHARD G. HERNANDEZ, CITY CLERK
CITY OF MARTINEZ

BILL OF SALE

This Bill of Sale (Equipment, Inventory, Customer List, Patents and other General Intangibles) (this "Bill of Sale") is entered into as of _____, 2014, by and between City of Martinez, a municipal entity, with an address at 525 Henrietta Street, Martinez, California 94553 ("Seller") and Liz Martin dba Pink Depford Design Studio, with an address of 716 Alhambra Avenue, Martinez, California 94553 ("Buyer").

RECITALS:

A. Seller has received, by way of transaction with the Bank of the West completed in February 2014, certain assets previously owned by The Benefactors, Inc., a California corporation, formerly doing business as Willows Theatre Company, located at 115 Tarantino Drive, Martinez, CA 94553 (the "Assets").

B. Buyer wishes to purchase Seller's right, title, and interest in and to the Assets as are listed within Exhibit A attached hereto and incorporated by reference herein (the "Sale Assets"), and Seller wishes to sell the Sale Assets listed in the aforementioned exhibits pursuant to the terms of this Bill of Sale.

AGREEMENT:

Therefore, in consideration of the foregoing and the conditions set forth herein below, Buyer and Seller agree as follows:

The foregoing Recitals are incorporated herein by this reference.

Subject to the execution of this Bill of Sale and receipt of the Purchase Price by Seller from Buyer, as defined in Paragraph 3, Seller hereby sells, assigns and transfers to Buyer all of Seller's right, title and interest in and to the Sale Assets, effective the date first above written.

In consideration of the aforementioned sale by Seller to Buyer, Buyer shall pay to Seller the sum of Two Hundred and Fifty 00/100 Dollars (\$250.00) (the "Purchase Price"). The Purchase Price shall be paid by check payable to Seller and delivered to Seller at 525 Henrietta Street, Martinez, CA 94553 by no later than August 15, 2014.

THIS SALE IS MADE "AS IS," "WHERE IS," "IF IS" WITH NO WARRANTIES OR REPRESENTATIONS OF ANY KIND BY SELLER TO BUYER. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF SALE ASSETS IS WITH THE BUYER. SHOULD THE SALE ASSETS PROVE DEFECTIVE FOLLOWING THEIR PURCHASE, THE BUYER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR. SELLER MAKES, AND HAS MADE, NO WARRANTIES, EXPRESS OR IMPLIED, TO BUYER AND BUYER HEREBY EXPRESSLY WAIVES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE, IF ANY, AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED. BUYER ACKNOWLEDGES THAT BUYER IS NOT RELYING UPON ANY REPRESENTATIONS OF SELLER AND THAT BUYER HAS UNDERTAKEN BUYER'S OWN DUE DILIGENCE REGARDING THE QUALITY, CONDITION AND VALUE, IF ANY, OF THE ASSETS AND THE INTEREST BEING SOLD HEREIN.

Buyer acknowledges that Buyer will bear all costs associated with the purchase of the Sale Assets.

Buyer acknowledges that the risk of loss on the Sale Assets has been transferred to Buyer. Buyer assumes responsibility for any personal or other injury that may be caused to Buyer, Buyer's agent or employees or others in the removal of the Sale Assets.

The parties acknowledge that this is an isolated sale under California state laws and Seller has not collected any sales tax. To the extent any sales tax may be due, Buyer will pay for same.

This is an integrated Bill of Sale. It supersedes all prior representations and agreements regarding the subject matter hereof, if any, between the parties to this Bill of Sale. This Bill of Sale when executed contains the entire and only understanding between the parties regarding the subject matter hereof, and may not be altered, amended or extinguished, except by a writing that expressly refers to this Bill of Sale and is signed by the parties subsequent to the execution of this Bill of Sale.

The parties have read the foregoing Bill of Sale and understand and agree to the terms thereof as of the date first set forth above.

Buyer: Liz Martin dba Pink Depford Design Studio

Seller: City of Martinez, a Municipal Corporation

By: _____

Its: _____

Exhibits:
Exhibit A—Costume Shop Sales Inventory

Exhibit A – Costume Shop Sales Inventory

ITEM(S)	QUANTITY
Women's Dresses	11
Prairie Dresses	45
Men's Shirts	3
Nightgown	1
Men's Suit Jackets	10
Men's Suits	6
Men's Dance Shoes	20 pairs
Gold Net Fabric	5 yards
Green & White Striped Fabric	2 yards
Blue Blanket/Fabric	1
Industrial Sewing Machine	1