



**Auditor-Controller/
Treasurer-Tax Collector
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

- KUYLER CROCKER
District One
- PETE VANDER POEL
District Two
- AMY SHUKLIAN
District Three
- J. STEVEN WORTHLEY
District Four
- MIKE ENNIS
District Five

AGENDA DATE: October 23, 2018

REVISED

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
County Counsel Sign-Off	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>

CONTACT PERSON: Sol Viveros PHONE: 559-636-5264

SUBJECT: Sell tax-defaulted property by agreement to Self-Help Enterprises.

REQUEST(S):
 That the Board of Supervisors:
 Authorize the Tax Collector to sell by agreement parcel 090-041-002-000, to Self-Help Enterprises on December 31, 2018, for low-income housing purposes.

SUMMARY:

On February 27, 2018, the Board of Supervisors approved Resolution 2018-0115 to sell tax-defaulted property at public auction for the purpose of collecting the unpaid taxes and returning property to a revenue generating status. Pursuant to Revenue and Taxation (R&T) Code §3700, after the Board of Supervisors approves the resolution, the Tax Collector must forward a copy to each of the other taxing agencies which could tax or assess the property, and may forward a copy to each nonprofit organization that has submitted a written request to the tax collector for notification, so that they have the opportunity to purchase the property before it is auctioned. Self-Help Enterprises (SHE) is one of the organizations that has requested notice.

Revenue and Taxation Code §3791.4 authorizes the tax collector, with the approval of the Board of Supervisors, to sell certain tax defaulted property to certain nonprofit organizations for certain purposes. SHE has requested to purchase the property for low-income housing, which qualifies under the statute.

The Tax Collector is requesting that the tax-defaulted property listed **090-041-002-**

SUBJECT: Sell by agreement of Tax-Defaulted Property to Self-Help Enterprises.
October 23, 2018

DATE:

000 (2724 N. Giddings St., Visalia) (attached), be sold to SHE by agreement, on December 31, 2018, for low-income housing.

Revenue and Taxation Code §3795 requires this Agreement to be submitted to and approved by the California State Controller before it becomes final. The Agreement becomes effective when the State Controller approves it. The property owner maintains the right to redeem the property prior to the effective date of the agreement.

FISCAL IMPACT/FINANCING:

The sale of tax-defaulted properties to collect unpaid taxes or to force redemption includes the cost incurred by the Tax Collector's office. The administrative costs are recouped in the sale of the property; therefore there is no net County cost.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The County's five-year strategic plan includes the Economic Well Being to promote economic development opportunities, effective growth management and a quality standard of living. This administrative function supports the County's initiative by accurately and timely establishing the sale or redemption of tax-defaulted property.

ADMINISTRATIVE SIGN-OFF:



Cass Cook, CFIP
Auditor-Controller/Treasurer-Tax Collector

Cc: County Administrative Office

Attachment(s): Agreement to purchase tax-defaulted property
Parcel description
Minimum bid list
Parcel map of property

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF APPROVAL OF SELL)
BY AGREEMENT OF TAX-DEFAULTED) Resolution No. _____
PROPERTY TO SELF-HELP) Agreement No. _____
ENTERPRISES)
)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD _____
_____, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: MICHAEL C. SPATA
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

Authorized the Tax Collector to sell by agreement parcel 090-041-002-000, to Self-Help Enterprises on December 31, 2018, for low-income housing purposes.

**AGREEMENT TO PURCHASE TAX-DEFAULTED PROPERTY
(NONPROFIT ORGANIZATION)**

This Agreement is entered into as of **August 14, 2018** between the TULARE COUNTY BOARD OF SUPERVISORS, ("Seller") and **Self-Help Enterprises**, ("Buyer"), a Nonprofit Corporation organized in accordance with provisions of California law, for the purpose of rehabilitating and selling, or constructing and selling, residential dwellings to low-income persons, with reference to the following:

RECITALS

The real property situated within said County, hereinafter set forth and described in Exhibit "A" of this Agreement (the "Property") is tax-defaulted and is subject to the power of sale by the Tax Collector of said County for the non-payment of taxes, pursuant to provisions of law.

TERMS AND CONDITIONS OF SALE

It is mutually agreed as follows:

1. Seller, subject to the approval of the California State Controller, does hereby agree to sell the Property to Buyer.
2. Buyer agrees to pay Seller the sum of **\$16,000** for the Property, plus all costs and expenses of sale proceedings and title transfer, within fourteen (14) days after the date this Agreement becomes effective. Upon payment of said sum to the Tax Collector, the Tax Collector shall execute and deliver a deed conveying title to said property to Buyer.
3. Buyer will provide a Certified Document proving the intended use for each parcel is consistent with the local community development plan.
4. Buyer will complete all repairs, construction and other development necessary to rehabilitate or complete the residence(s) and will sell the Property to low-income persons, as such persons are defined in Section 50093 of the California Health and Safety Code.
5. Buyer will obtain, from the appropriate building or housing agencies, a certificate that the residence is suitable for human habitation and is not a substandard building as defined in Section 17920.3 of the California Health and Safety Code.
6. Buyer will promptly provide proof of progress toward compliance in accordance with the terms established by Seller.

7. Buyer agrees that the deed to be issued by the Tax Collector to the Buyer may contain certain conditions deemed necessary to effect compliance with this Agreement, including a condition that the Property be used for the public use specified in the Agreement.
8. Unless already on file with Seller, Buyer will provide to the Seller Certified Copies of the Buyer's Articles of Incorporation and its corporate by-laws, plus the original executed Corporate Resolution authorizing the purchase of the Property along with the original executed Purchase Agreement. Five full sets must be supplied.
9. If all or any portion of the Property is redeemed prior to the effective date of this Agreement, then this Agreement shall be null and void as to that individual parcel. This Agreement shall, also, become null and void and the right of redemption restored upon the Purchaser's failure to comply with the terms and conditions of this Agreement, or upon the State Controller's failure to approve this Agreement.
10. Seller makes no representation concerning the condition of title to the Property. Additionally, Seller makes no representation concerning the physical condition of the Property and Buyer acknowledges that it is not relying upon any statements or representations of the Seller concerning the Property and is purchasing the Property in its "as is" condition.
11. The Buyer shall indemnify Seller from and against any and all liability, loss, costs, damages, fees of attorneys, and other expenses which Seller may sustain or incur by reason of a challenge to the validity of the tax-default sale of the Property. Pursuant to Section 3809 of the California Revenue and Taxation Code, a proceeding based on alleged invalidity or irregularity of any proceeding instituted can only be commenced within one year after the date of execution of the tax collector's deed. Therefore, Buyer may find it prudent to delay any improvement on the property for this one-year period.
12. The Property may contain hazardous wastes, toxic substances, or other substances regulated by federal, state, and local agencies. Seller in no way whatsoever assumes any responsibility, implied or otherwise, and makes no representations that the Property is in compliance with federal, state, or local laws governing such substances. Seller in no way assumes any responsibility, implied or otherwise, for any costs or liability of any kind imposed upon or voluntarily assumed by Buyer or any other owner to remediate, clean up, or otherwise bring into compliance according to federal, state, or local environmental laws any parcel purchased.
13. Revenue and Taxation Code Section 3795 requires this Agreement to be submitted to and approved by the California State Controller before it becomes final. The Agreement becomes effective when State Controller authorization is received.

14. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

15. This agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document.

In witness to this Agreement, the Buyer and the Seller have subscribed the signatures of their officers who are duly authorized to complete such document.

TULARE COUNTY BOARD OF SUPERVISORS

Date: _____

BY _____
Chairman, Board of Supervisors

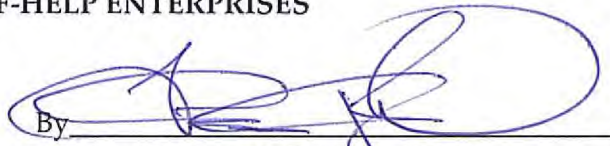
ATTEST: MICHAEL C. SPATA,
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

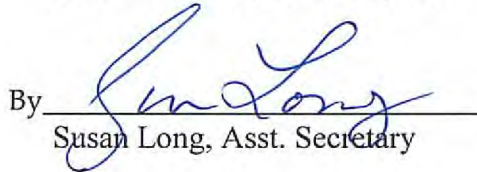
Template Agreement Approved as to Form
By County Counsel: October 10, 2016

SELF-HELP ENTERPRISES

Date: 8/28/2018

By 
Tom Collishaw, President/CEO

Date: 8/28/2018

By 
Susan Long, Asst. Secretary

[Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.]

Pursuant to the provisions of Section 3795 of the Revenue and Taxation Code, the Controller approves the foregoing Agreement this _____ day of _____, _____.

BETTY T. YEE, CALIFORNIA STATE CONTROLLER

By: _____

EXHIBIT "A"
PROPERTY LEGAL DESCRIPTION

Assessor's Parcel Number	Default Date	Default Number
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090-041-002-000	6/30/2012	120896
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Lot 24 in block 1 of Tract No 260 in the County of Tulare, State of California as per map recorded in book 22, page 11 of maps in the office of the county recorder of Tulare County.



**CASS COOK, INTERIM TULARE COUNTY AUDITOR-CONTROLLER/TREASURER-TAX COLLECTOR
INTERNET AUCTION OF TAX-DEFAULTED PROPERTY JUNE 5-6, 2018
LIST OF PARCELS AND MINIMUM BIDS**

ITEM #	APN	ASSESSEE	SITUS	STATUS	Min Bid
26	090-041-002-000	JUAREZ ANGELIC BRIDGET	2724 N GIDDINGS ST VISALIA	SAG	\$16,000
49	175-242-004-000	VELLA MARY, FRAUSTO EDDIE	427 W ALPINE AVE TULARE	SAG	\$3,400

***Combined 322-230-013-000 and 322-230-014-000
(To be sold as one parcel)**

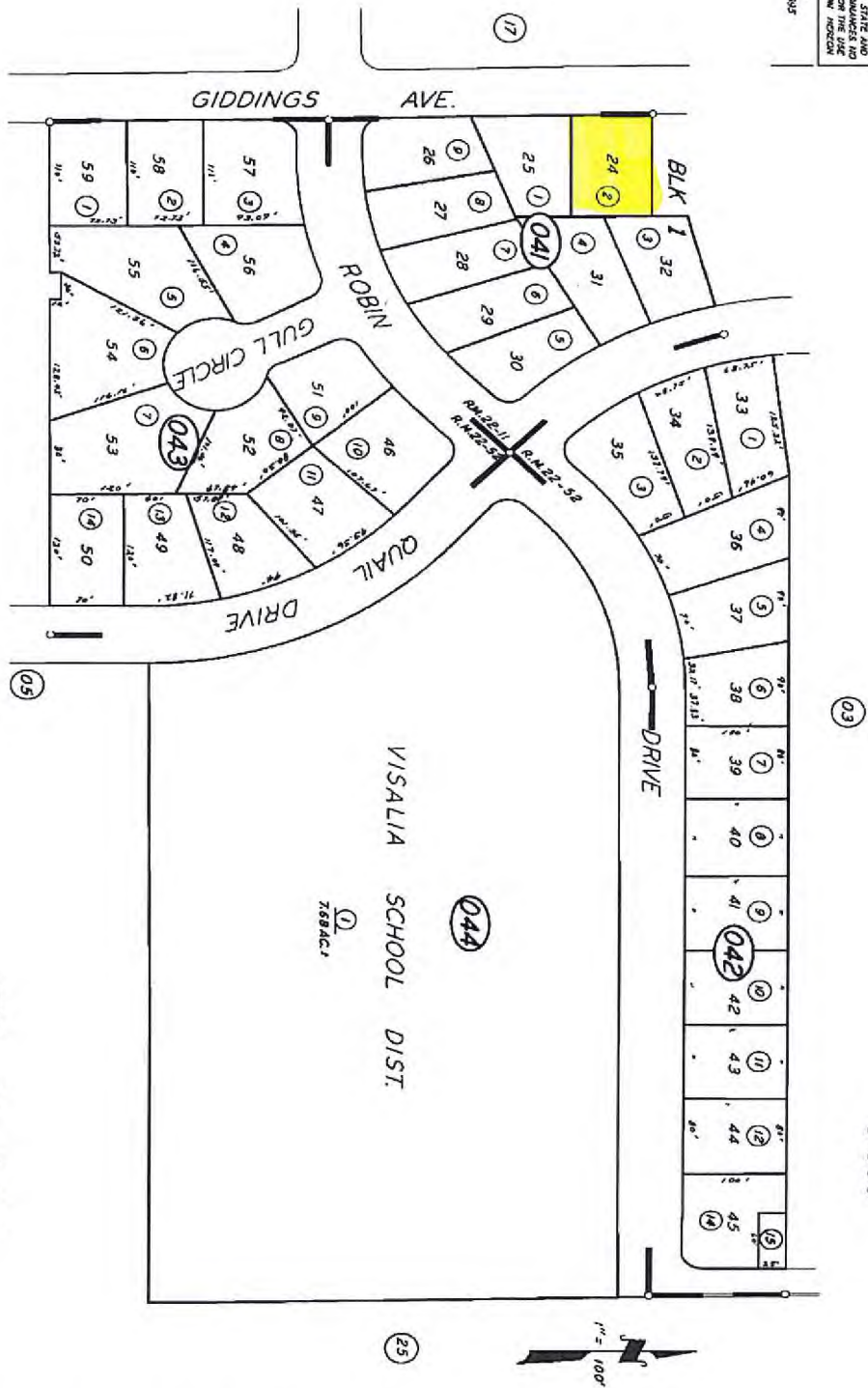
TitleProfile

"We've got you covered"



Reports you can REALLY use

DISCLAIMER
THIS MAP WAS PREPARED FOR LOCAL PURPOSES ONLY. THE ASSessor'S OFFICE MAY NOT COMPLY WITH STATE AND FEDERAL REQUIREMENTS FOR THE ACCURACY OF THE INFORMATION HEREON.
REVISED 06/02/2008
REVISION NUMBER 11/15/04
CAD TECH CRT



POR. W 1/2 OF NE 1/4 SEC. 19, T.18S., R.25E., M.D.B.&M.

TAX CODE AREA
006-220
6-000
90-04

POR. TRACT 260, R.M. 22-11.
POR. TRACT 297, R.M. 22-52.

CITY OF VISALIA
ASSESSOR'S MAPS BK. 90, PG. 04.
COUNTY OF TULARE, CALIF.

NOTE - ASSESSOR'S BLOCK NUMBERS SHOWN IN CURSES
ASSESSOR'S PARCEL NUMBERS SHOWN IN CIRCLES

Data Deemed Reliable, But Not Guaranteed.

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