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BOARD OF SUPERVISORS
OF THE COUNTY OF FRESNO
STATE OF CALIFORNIA

In the Matter of:)	RESOLUTION DECLARING
)	THE COUNTY'S INTENTION
THE SALE OF COUNTY PROPERTY,)	TO SELL COUNTY- OWNED
33 ACRES AT THE NORTHEAST)	SURPLUS REAL PROPERTY
CORNER OF KINGS CANYON AND)	
<u>CEDAR STREETS, FRESNO, CA</u>)	

WHEREAS, the County of Fresno ("County") is the owner of certain real property located in the vicinity of Kings Canyon and Cedar, Fresno, CA, consisting of approximately 33 acres of land with improvements, described as Assessor's Parcel Numbers 461-020-03T, and more particularly described in Exhibit "A" to this Resolution (the "Property"); and

WHEREAS, the County has followed the procedures required in Government Code § 54220 et seq. (the "Surplus Land Act") to attempt to sell the Property to a public entity or housing sponsor listed in the Surplus Land Act; and

WHEREAS, the County has received no responses indicating interest in the Property from qualifying entities after 60 days in compliance with the procedures required in the Surplus Land Act, so the County intends to sell the Property pursuant to Government Code §§ 25526 et seq., and subject to the requirements in this Resolution, including but not limited to the County's Minimum Price, Terms, and Conditions (as defined herein).

NOW, THEREFORE, BE IT RESOLVED:

Section 1. The Board of Supervisors of the County of Fresno ("Board") intends to sell the Property as provided in this Resolution.

Section 2. The Property shall be sold in "as is" condition, subject to the requirements in this Resolution, including the County's minimum price, terms and conditions ("County's Minimum Price, Terms, and Conditions"), defined as follows:

- A. The minimum bid for the Property shall be at least \$6,000,000.
- B. The purchase price shall be paid as follows: (a) upon execution of the

1 Sale Agreement, as defined below, a deposit by the buyer into escrow of immediately
2 available cash funds, in United States Dollars, equal to ten percent (10%) of the
3 purchase price; and (b) before the close of escrow, a deposit by the buyer into escrow
4 of immediately available cash funds, in United States Dollars, equal to the balance of
5 the purchase price. Those payments shall not have any conditions (e.g., there will be
6 no installment payments by the buyer, the County will not take back a note from the
7 buyer for any part of the purchase price, and no payment but immediately available
8 cash in a lump sum will be allowed).

9 C. The County's sale of the Property shall be subject to the terms and
10 conditions of a Sales Agreement, subject to review and approval by County Counsel
11 ("Sales Agreement").

12 D. The County's sale of the Property shall be subject to the following
13 additional terms:

14 1. The County currently operates several behavioral health facilities in
15 existing buildings on the Property, and will require lease-back of the currently occupied
16 buildings from the winning bidder. The County anticipates vacating the occupied
17 spaces by the end of 2025.

18 2. There is currently litigation regarding a prior failed sale of the Property,
19 *CMG Construction Management Group, Inc. v. City of Fresno and County of Fresno*,
20 22CECG00271.

21 3. A covenant or restriction must be recorded against the Property
22 providing that if ten (10) or more residential units are developed on the Property, not
23 less than 15% of the total number of residential units developed on the parcels shall
24 be sold or rented at affordable housing cost, in compliance with Government Code §
25 54233.

26 **Section 3.** The Property shall be sold by public bidding, in compliance with
27 Government Code section 25526 et. seq., as follows:

28 A. At a meeting held in the Board of Supervisors' Chambers, Room 301,

1 Hall of Records, 2281 Tulare St., Fresno, California on September 19, 2023 at the
2 hour of 10:30 a.m., or as soon after as possible, the Board will conduct public bidding
3 for the sale of the Property, including opening written bids and considering oral bids,
4 subject to the requirements in this Resolution and the requirements of the Government
5 Code.

6 B. Notice of the adoption of this Resolution and the time and place of
7 opening of bids shall be given by the Clerk of the Board by posting copies of this
8 Resolution signed by the Chairman of the Board in three (3) public places in Fresno
9 County not less than (15) days prior to the date of the September 19, 2023 meeting,
10 and by publishing a notice once a week for at least three (3) successive weeks (with at
11 least five (5) days intervening between the respective publication dates not counting
12 such publication dates; the period of notice commences upon the first day of
13 publication and terminates at the end of the twenty-first day, including the first day)
14 prior to the September 19, 2023 meeting, in a newspaper of general circulation printed
15 and published in Fresno County.

16 C. Persons and entities wishing to bid on the Property must comply with all
17 of the following requirements:

18 (1) All bids, whether written or oral, shall conform to the requirements in
19 this Resolution, including the County's Minimum Price, Terms, and Conditions;
20 no exceptions or alterations to those requirements will be permitted.

21 (2) All written bids shall be mailed or delivered to the Clerk of the Board,
22 Hall of Records, Third Floor, 2281 Tulare Street, Fresno, CA 93721 by 9:30
23 a.m., on September 19, 2023 in a sealed envelope labeled "Bid to Purchase
24 Surplus County Real Property University Medical Center Campus, Fresno, CA,"
25 and accompanied by a bidder's deposit in the sum of \$50,000 in the form of a
26 certified or cashier's check payable to the County of Fresno. All sealed written
27 bids shall be provided by the Clerk of the Board to the Board at the September
28 19, 2023 meeting.

1 D. Upon the opening of written bids, and before accepting any written bid, the
2 Board shall call for oral bids. All oral bidders who have not made a bidder's deposit
3 must present a certified or cashier's check for the sum of \$50,000 and payable to the
4 County of Fresno before making an oral bid. The starting oral bid must be at least 5
5 percent over the highest written bid submitted.

6 E. All unsuccessful bidders will have their check returned to them by the Clerk
7 to the Board upon completion of bidding, except that the \$50,000 deposit by the
8 successful bidder is non-refundable.

9 F. Of the written bids submitted which conform to all terms and conditions
10 specified in this Resolution, and which are made by responsible bidders, the bid which
11 is the highest shall be accepted by the Board, unless a 5 percent higher oral bid is
12 accepted, or the Board rejects all bids.

13 G. The County reserves the right to reject any and all bids if it deems it best for
14 the public interest.

15 H. All proceedings for the sale of the Property will be in accordance with the
16 applicable provisions of the California Government Code.

17 I. The successful bidder shall pay into escrow under the Sales Agreement the
18 entire remaining balance of the purchase amount, in immediately available cash, in
19 United States Dollars, with no conditions (e.g., there will be no installment payments
20 by the buyer, the County will not take back a note from the buyer for any part of the
21 sale price, and no other payment but immediately available cash into escrow under the
22 Sales Agreement will be allowed). Designation as the successful bidder does not
23 entitle that person or entity to buy the Property. The Property may only be sold, if at all,
24 pursuant to the County's Minimum Price, Terms, and Conditions. As more fully stated
25 in the Sales Agreement, the County makes no representation or warranty, either
26 express or implied, concerning the condition of the Property, the suitability of the
27 Property for any use or purpose, or the presence or absence of harmful substances on
28 the Property.

1 J. If the first bidder does not meet the requirements in this Resolution and
2 deadlines of the sale as provided in the Sales Agreement, the County may, at its sole
3 discretion, accept the bid of the runner-up bidder, subject to the same requirements in
4 this Resolution. In that case, the first bidder forfeits its \$50,000 deposit. In the event
5 there is no runner-up bidder, the first bidder forfeits its \$50,000 deposit.

6 **Section 4.** Upon designating a successful bidder, the Board may authorize the
7 Chief Negotiator to act as its representative to the buyer in finalizing the Sales
8 Agreement and the Grant Deed. The Board may also authorize the Chairman to
9 execute finalized documents without further action by the Board if those finalized
10 documents are consistent with those approved by this Resolution.

11 **Section 5.** The Property may only be sold “as is” and according to the
12 requirements in this Resolution and the Sales Agreement.

13 **Section 6.** If the County sells the Property, the buyer shall comply with each
14 and every requirement in this Resolution and the Sale Agreement. Upon satisfaction of
15 all conditions precedent to the close of escrow, as provided in the Sales Agreement,
16 the Escrow Holder will deliver to the buyer a good and sufficient grant deed conveying
17 the Property to the buyer in “as is” condition, except that the Grant Deed may contain
18 additional limitations or covenants requiring that the Property may only be used for the
19 applicable purpose identified in the Surplus Land Act, or as otherwise required by the
20 Surplus Land Act.

21 **Section 7.** The County Administrative Officer, and his or her designee, the
22 Director of Internal Service/Chief Information Officer, and his or her designee, and the
23 Clerk of the Board, and his or her designee, are hereby directed and authorized to
24 take all necessary actions to carry out the foregoing resolution.

25 [Signatures on next page]

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THE FOREGOING was passed and adopted by the following vote of the Board of Supervisors of the County of Fresno this July 18, 2023.

AYES: Supervisors Brandau, Magsig, Mendes, Pacheco, Quintero
NOES: None
ABSENT: None
ABSTAINED: None

By: Sal Quintero
Sal Quintero
Chairman of the Board of Supervisors,
of the County of Fresno

ATTEST:
BERNICE E. SEIDEL,
Clerk of the Board of Supervisors
County of Fresno, State of California

By: Alexandria Utrera
Deputy

Exhibit A

