

Proof of Service by Mail

(Code of Civil Procedure § 1013a)

I, Alexandria Vieira, declare as follows:

1. I am over 18 years of age and not a party to the matter connected with this proof of service.
2. I am employed by the County of Fresno in the office of the Clerk of the Board of Supervisors, at 2281 Tulare Street, Room 301, in Fresno, California 93721.
3. On September 6, 2024, I served the attached Notice of Hearing before the Board of Supervisors of the County of Fresno on Letter of Intent Supporting Scenic Highway Designation for eastern segments of State Route 180 from Trimmer Springs Road to the Alta Canal (Post Mile 74.9 to 78.6).
4. I served the documents by enclosing them in an envelope and placing the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
5. The envelopes were addressed and mailed to each of the owners at their addresses, as shown on the current Fresno County Assessment Roll and on the property list compiled from said rolls, as set forth on the attached.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on this 6th day of September 2024, in Fresno, California.



Deputy, Clerk of the Board

The original proof of service, including the list of persons and their addresses to whom notice was mailed, is maintained by the Department of Public Works and Planning staff.



County of Fresno

BOARD OF SUPERVISORS

Chairman
Nathan Magsig
District Five

Vice Chairman
Buddy Mendes
District Four

Brian Pacheco
District One

Steve Brandau
District Two

Sal Quintero
District Three

Bernice E. Seidel
Clerk

NOTICE OF PUBLIC HEARING FRESNO COUNTY BOARD OF SUPERVISORS

A public hearing will be held before the Board of Supervisors to:

Authorize Chair to sign and send a Letter of Intent to the California State Department of Transportation (Caltrans), supporting the proposed Officially Designated Scenic Highway status of the eastern segment of State Route (SR) 180 from Trimmer Springs Road to the Alta Main Canal (Post Mile 74.9 to 78.6)

Please see map on Reverse Side

The Board of Supervisors hearing will be at **9:30 am.** (or as soon thereafter as possible) on **Tuesday, September 24, 2024** in Room 301, Hall of Records, located at the northwest corner of Tulare & "M" Streets, Fresno, CA.

The Visual Assessment and the Corridor Protection Plan are available at the Fresno County Department of Public Works and Planning, Development Services Division, Policy Planning Unit located at 2220 Tulare Street, Suite B (Southwest corner of Tulare & "M" Streets), Fresno, CA 93721. The full text of this Land Use Hearing will be available on the Fresno County website <https://fresnocounty.legistar.com/Calendar.aspx> under the September 24, 2024 meeting at the Meeting Details link by Wednesday, September 18, 2024.

For more information, contact **Alexander Pretzer, Planner** by email at apretzer@fresnocountyca.gov or by phone at **(559) 600-4205**.

PROGRAM ACCESSIBILITY AND ACCOMMODATIONS: The Americans with Disabilities Act (ADA) Title II covers the programs, services, activities, and facilities owned or operated by state and local governments like the County of Fresno ("County"). Further, the County promotes equality of opportunity and full participation by all persons, including persons with disabilities. Towards this end, the County works to ensure that it provides meaningful access to people with disabilities to every program, service, benefit, and activity, when viewed in its entirety. Similarly, the County also works to ensure that its operated or owned facilities that are open to the public provide meaningful access to people with disabilities.

To help ensure this meaningful access, the County will reasonably modify policies/ procedures and provide auxiliary aids/services to persons with disabilities. If, as an attendee or participant at the meeting, you need additional accommodations such as an American Sign Language (ASL) interpreter, an assistive listening device, large print material, electronic materials, Braille materials, or taped materials, please contact the Current Planning staff as soon as possible during office hours at **(559) 600-5473** or at ecalvillo@fresnocountyca.gov. Reasonable requests made at least 48 hours in advance of the meeting will help to ensure accessibility to this meeting. Later requests will be accommodated to the extent reasonably feasible.

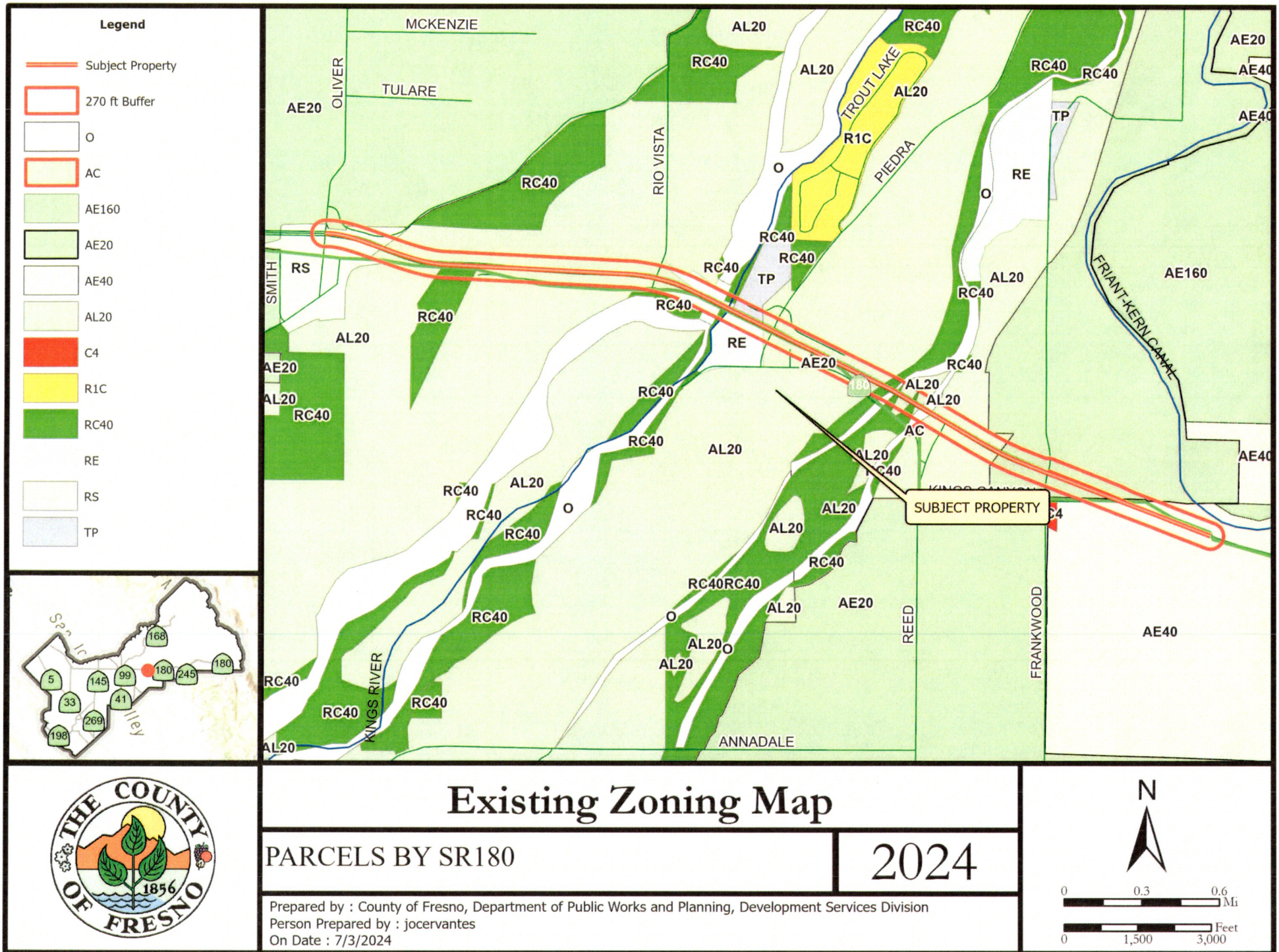
NOTES:

- Anyone may testify, please share this notice with your neighbors or anyone you feel may be interested.
- The Board of Supervisors will also accept written testimony such as letters, petitions, and statements. In order to provide adequate review time for the Board of Supervisors, please submit these documents to the Clerk to Board prior to the hearing date.
- If at some later date you challenge the final action on this matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the Board of Supervisors at, or prior to, the public hearing.

DATED: September 6, 2024

BERNICE E. SEIDEL
Board of Supervisors

By Alexander V. Kiri, Deputy



From: Lee Delap <leed.ld46@gmail.com>
Sent: Thursday, September 19, 2024 2:14 PM
To: nicole.zieba <nicole.zieba@reedley.ca.gov>; District 5 <district5@fresnocountyca.gov>; Rush, Bret <brush@fresnocountyca.gov>
Cc: Lee Delap <leed.ld46@gmail.com>; samsmailcallsanger@gmail.com
Subject: FSTI_SH180e_final.pdf. - Letter of Support

CAUTION!!! - EXTERNAL EMAIL - THINK BEFORE YOU CLICK

Report Suspicious

Letter of Support, re-establish Scenic Highway origin.
Lee.

----- Forwarded message -----

From: Lee Delap <leed.ld46@gmail.com>
Date: Thu, Sep 19, 2024, 2:05 PM
Subject: FSTI_SH180e_final.pdf
To: Lee Delap <leed.ld46@gmail.com>, <samsmailcallsanger@gmail.com>
Cc: karen pearson <karen.sangerchamber@gmail.com>, BJ Spitze <bj.spitze@sierragateway.org>, Donna Hacker <dlhacker@sbcglobal.net>, Rush, Bret <brush@co.fresno.ca.us>, Lisa Oliveira, CDME <lisa.oliveira@fresnocvb.org>, Frank Gonzalez <frankyg99@yahoo.com>, Frank Gonzalez <fgonzalez@ci.sanger.ca.us>, Clint Vance <crownvranch@unwiredbb.com>, James Anderson <vfwdistrict9@gmail.com>

Fyi. Letter of support for September 24th Agenda item.
Lee.

September 18, 2024

Nathan Magsig, Chairman
Fresno County Board of Supervisors
Fresno County Hall of Records
2281 Tulare St, Room 300
Fresno, CA. 93721

Re: Support for Re-establishing Origin of Scenic State Highway 180 to Trimmer Springs Alignment

Dear Nathan,

It has come to the attention of the Fresno State Transportation Institute (FSTI) that the only State Scenic Highway in this Caltrans District was originally designated as a County Scenic Highway in 1976. We wish to thank the County of Fresno for its wisdom and foresight. Further, we understand that through a partnership with the Sierra Gateway Trust, Inc. (a California 501 (c)(3) educational organization), the County of Fresno, and Caltrans District staff an effort was undertaken to upgrade this designation to a State Scenic Highway. This effort took more than ten years and was approved by the Caltrans Director on October 15, 2015.

During the construction of Segment 3 Highway 180 East, the original origin near Centerville was temporarily moved east to the Alta Main Bridge. Since Segment 3 of the Highway is now completed, we enthusiastically support re-establishing the origin to near its original location as designated by the County of Fresno at the Centerville bluff.

The Fresno State Transportation Institute, a Measure C partner, supports this significant Fresno County asset. Our Institute is formed in partnership with the Lyles College of Engineering, Craig School of Business, and the School of Social Sciences. We not only research and review transportation issues for our great region, but also reflect on their accompanying influences. We see opportunities in the future for economic analysis of this Scenic Highway impact as well as its cultural influence assessment as we go forward.

We thank the Board for restoring this origin and look forward to many future positive opportunities influencing the County of Fresno and our greater region and Nation in Transportation and related issues.

Sincerely,



Moses Stites,
Chairman, FSTI Advisory Board



Dr. Aly Tawfik
Director, Fresno State Transportation Institute

cc. - Fresno County Board of Supervisors
- Sierra Gateway Trust

From: Denise DiBenedetto <denise@thefcta.com>
Sent: Friday, September 20, 2024 3:28 PM
To: Rush, Bret <brush@fresnocountyca.gov>; District 5 <district5@fresnocountyca.gov>
Cc: Lee Delap <leed.ld46@gmail.com>; Terry Ogle <terry@thefcta.com>
Subject: Scenic Highway 180E Support Letter

CAUTION!!! - EXTERNAL EMAIL - THINK BEFORE YOU CLICK

Report Suspicious

Good afternoon,

Please see attached letter of support addressed to the Fresno County Board of Supervisors Chairman Nathan Magsig from FCTA Executive Director Terry Ogle.

Thank you,

Denise DiBenedetto
Contracts Administrator
Fresno County Transportation Authority
2220 Tulare Street Suite 2101
Fresno, CA 93721
559.600.3282
denise@thefcta.com
www.measurec.com



TERRY OGLE, *Executive Director*
P (559) 600-3282 | F (559) 940-1786
terry@thefcta.com

September 20, 2024

Nathan Magsig, Chairman
Fresno County Board of Supervisors
Fresno County Hall of Records
2281 Tulare Street Room 300
Fresno, CA 93721

Re: Support for re-establishing Origin of Scenic Highway 180 to Trimmer Springs Alignment

Dear Chairman Magsig,

The only State Scenic Highway in Caltrans District 6 was originally designated as a County Scenic Highway in 1976. We understand that through a partnership with the Sierra Gateway Trust, Inc. (a California 501 (c)(3) educational organization), the County of Fresno, and Caltrans District 6 an effort was undertaken to upgrade this designation to a State Scenic Highway. This effort took more than ten years and was approved by the Caltrans Director on October 15, 2015.

During the construction of Segment 3 State Highway 180 East, a Measure C funded project, the original origin near Centerville was temporarily moved east to the Alta Main Bridge. Since Segment 3 of State Highway 180 East is now completed, we support reestablishing the origin to near its original location as designated by the County of Fresno at the Centerville bluff.

Fresno County Transportation Authority has worked to establish a long-lasting partnership with Caltrans, Fresno County, City of Sanger and the residents in this area during the development and construction of the State Highway 180 East Corridor. We kept our promises in delivering infrastructure improvements in this eastern part of Fresno County and we see opportunities in the future for economic analysis of this Scenic Highway impact as well as its cultural influence assessment as we go forward.

We thank the Board for restoring this scenic highway back to its original origin and look forward to many future positive opportunities influencing the County of Fresno, our greater region and nation in transportation and related issues.

Sincerely,



Terry Ogle
Executive Director
Fresno County Transportation Authority

From: Russell Martone <russellmartone@gmail.com>
Sent: Monday, September 23, 2024 3:38 PM
To: Pretzer, Alexander; Clerk/BOS; District 4
Subject: Proposed Officially Designated Scenic Highway Status (Post Mile 74.9 to 78.6)
Attachments: Riverbend Easement for 2 Signs (1).pdf; nw-corner-state-route-180-and-south-piedra-road-a11y (1).pdf

CAUTION!!! - EXTERNAL EMAIL - THINK BEFORE YOU CLICK

Report Suspicious

Greetings,

My company (RMHP, LLC.) owns the Riverbend RV and MH Parks located at 17604 E. Kings Canyon Rd., Sanger, CA 93657.

Today I was made aware that there was a notice issued for a public hearing regarding the subject to be held in Room 301, Hall of Records at Tulare & "M" Streets in Fresno on September 24, 2024. This notice was not sent to the registered business address for RMHP, LLC.: P.O. Box 2224, Granite Bay, CA. 95746. I live in Northern California and as a consequence of the late notice I will be unable to attend the hearing scheduled for tomorrow. I do intend to challenge any restrictions to the full use of my property that may result in decisions being made during this session in the absence of my presence.

The notice issued does not provide sufficient details to understand what, if any, portions of my property may be affected or potentially fall under zoning restrictions should the subject initiative be passed. At a minimum, I am requesting actual measurements from the existing CalTrans fence to determine the area adjoining my property that is potentially subject to revised zoning. More helpful would be actual stakes to identify the boundary that marks the area that will potentially be subject to revised zoning requirements.

Additionally, the Riverbend Parks have formal easements to maintain 2 signs along highway 180 (see attached) and depend on that signage to maintain its business. We cannot relinquish either sign without causing irreparable damage to the business. The business also does not have an available budget to make any significant changes to its existing signage at this time.

It should be noted that CalTrans has already advertised for sale the land between my park and the highway (see attached). I have leased this land for the last 5 years and simply maintained it and maintained one of the signs for which the park has an easement. CalTrans has noted in their sales brochure that the land can be developed for agriculture or a trailer park. I don't believe any type of development is feasible considering that the parcel contains overhead high power electrical lines spanning the entirety of the property and any development of that land beyond its current state will definitely contrast with the subject efforts.

Please share this message with relevant parties prior to the meeting planned for tomorrow. I look forward to receiving the information necessary to determine whether any portions of my property may be impacted by the proposed initiative.

Best regards,
Russell Martone for RMHP, LLC. (www.theriverbendpark.com)
(916) 805-6086

T. 14S., R. 23E., M.D.B. & M.

SECTION 9

EASEMENT FOR KINGS RIVER
CONSERVATION DISTRICT PER
DOC. REC. 85-23-1970 IN BK.
5775, PG. 952 D.R.F.C.

GOV'T LOT 13

- 1) S26° 03' 26" W-6, 224-
- 2) N85° 57' 09" W-21, 775
- 3) S64° 44' 39" E-2, 241
- 4) S64° 44' 39" E-28, 242
- 5) N26° 03' 25" E-5, 798
- 6) N63° 58' 34" W-30, 480
- 7) S26° 39' 22" W-39, 663
- 8) S26° 08' 59" W-18, 259
- 9) S89° 57' 09" E-34, 374
- 10) S89° 57' 09" E-11, 431
- 11) N27° 53' 24" E-14, 346
- 12) N08° 26' 28" W-13, 708
- 13) N68° 34' 41" E-34, 019

Proposed Utility Easement

GOV'T LOT 6

84592-1

84592-2

84592-3, 4

PROPOSED FRONTAGE

POR OF
GOV'T LOTS
5 AND 13 IN
SECTION 9

PROPOSED STATE ROUTE 180

EAST KINGS CANYON ROAD (HIGHWAY 180)

LEGEND

PROPOSED RIGHT OF WAY
AND ACCESS CONTROL

PARCEL 84592-1 FEE
RIGHT OF WAY

PARCEL 84592-2 COUNTY ROAD
RIGHT OF WAY EASEMENT

PARCELS 84592-3 AND 84592-4
UTILITY EASEMENTS IN FAVOR
OF PG&E AND VERIZON

CONVERSION FACTOR: This survey is in meters.
Multiply by 3937/1200 to convert to feet.
This survey is based on the California Coordinate
System of 1983, Zone 4. Units are in meters and
bearings and distances are on grid. Multiply by
1.0000576433 to convert to ground distances.

CALIFORNIA STATE TRANSPORTATION AGENCY

RIGHT OF WAY
RESOLUTION OF NECESSITY

EXHIBIT C

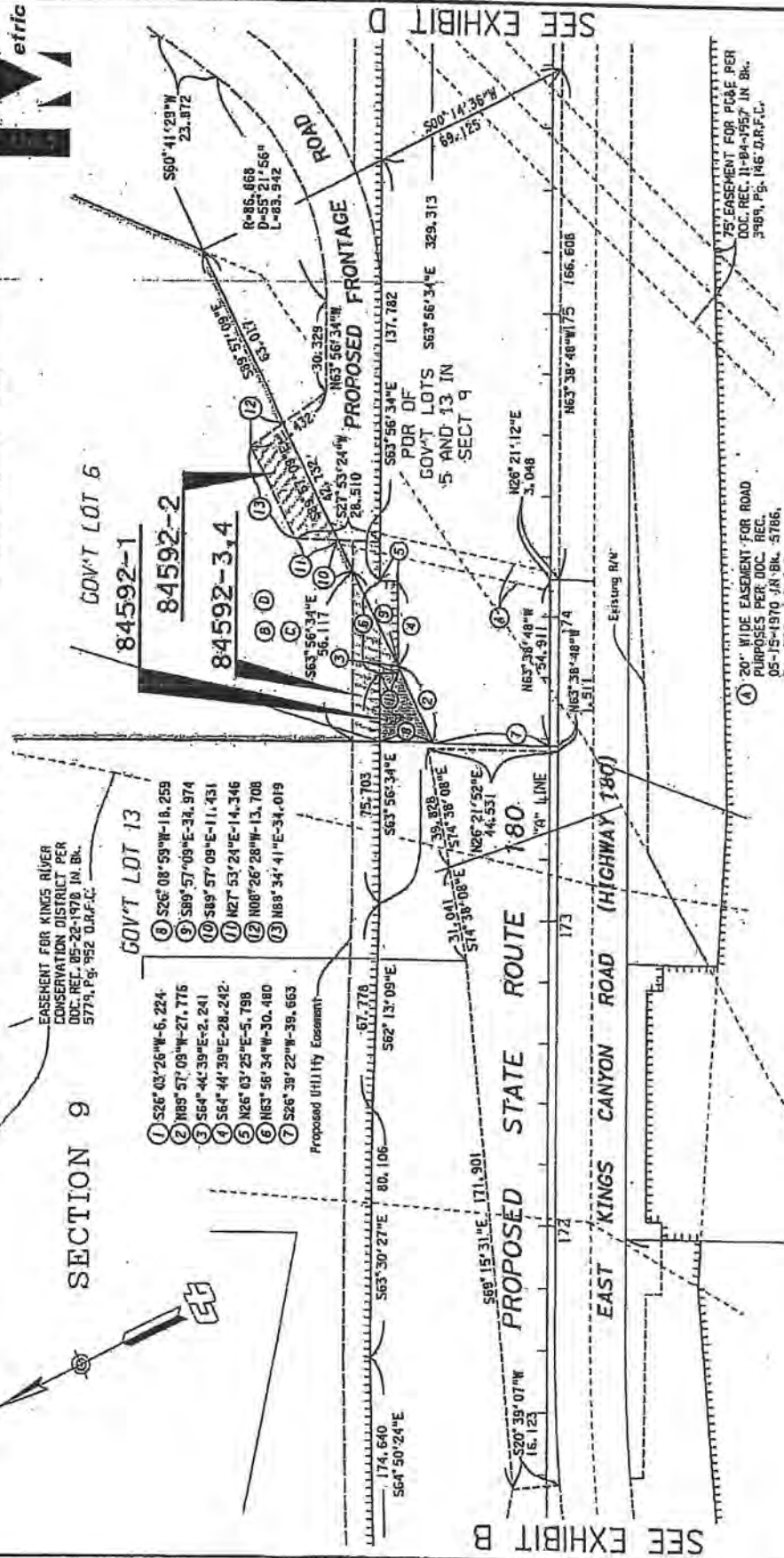
SCALE= 1:2000

DISTRICT	COUNTY	ROUTE	SHEET	NO. OF SHEETS	TOTAL SHEETS
05	FRE	180	NP 8122-90	3	4

X SEE NEXT SHEET



NOTES: The State of California or its officers or agents
shall not be responsible for the accuracy or completeness
of digital images of this map.



SEE EXHIBIT B

SEE EXHIBIT D

SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: E.L. Stine
Purpose: Non-exclusive right of way and easement for ingress and egress and for road purposes for the use of automobiles, trucks, tractors, mobile homes, and other similar vehicles
Recording Date: May 15, 1970
Recording No.: 34030, Book 5786, Page 722, of Official Records
Affects: Reference is made to said document for full particulars
8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Kings River Conservation District
Purpose: An easement for the purpose of clearing and removing any brush, debris, said bars, gravel deposits and other obstructions from the channel of Kings River and the bank immediately adjacent thereto, but only to the extent that may, from time to time, be necessary to allow the free flow of water for purposes of flood control and to maintain such conditions, provided, however, that no sand or gravel shall be removed from Grantor Land without grantor consent
Recording Date: April 22, 1970
Recording No.: 27859, Book 5779, Page 952, of Official Records
Affects: Reference is made to said document for full particulars
9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Leonard M. Harvey and Thelma L. Harvey
Purpose: An easement for sewage treatment plant and pipelines thereto and rights
Recording Date: August 16, 1972
Recording No.: 74461, Book 6059, Page 706, of Official Records
Affects: The herein described property
10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Leonard Harvey et al
Purpose: Use and maintenance of sewage treatment plant and appurtenances thereto
Recording Date: August 18, 1972
Recording No.: 74462, Book 6059, Page 711, of Official Records
Affects: Reference is made to said document
11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Leonard Harvey et al
Purpose: Right to take and use water from existing pond for fire prevention and to erect and maintain 2 signs
Recording Date: August 18, 1972
Recording No.: 74463, Book 6059, Page 716, of Official Records
Affects: Reference is made to said document

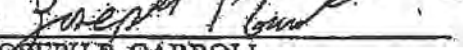
every kind or nature situated on Parcel Nos. 84592-1, 2, 3, 4 from and after 6:00 a.m. on December 1, 2014.

4. Plaintiff further hereby stipulates that defendant RIVERBEND MHP LLC will continue to have access from the southeast portion of defendant RIVERBEND MHP LLC's property to and from the well on the northwest side of Parcel No. 84593-1 and is located on what will be later deemed as excess land of Parcel Nos. 84593-1, 84593-01-01.

5. This Stipulation may be executed in counterparts with facsimile and scanned/mailed signatures sufficient for presentation, approval and filing by the Court.

DATE: March 8, 2015

JEANNE SCHERER, Acting Chief Counsel
ARDINE N. ZAZZERON, Assistant Chief Counsel
JOSEPH P. CARROLL

By 
JOSEPH P. CARROLL
Attorney for Plaintiff State of California

DATE: 5-13-15

DICKERSON LAW, INC.

By 
BRETT L. DICKERSON
Attorney for Defendant RIVERBEND MHP, LLC

I. IT IS SO ORDERED.

DATED: 5-22-15


MARK W. SNAUFFER
JUDGE OF THE SUPERIOR COURT

PUBLIC SEALED-BID AUCTION



On Riverbend RV Park Road looking southeast at the property.

PROPERTY LOCATION

Northwest corner of State Route 180 and South Piedra Road - [Link to Google Maps](#)

MINIMUM BID

\$41,100.00

REGISTRATION FEE/BIDDER DEPOSIT

\$1,000.00

Cashier's check, money order, or certified check payable to California Department of Transportation—PERSONAL CHECKS WILL NOT BE ACCEPTED.

BID OPENING

Date: October 7, 2024

Time: 1:00 PM (Pacific Standard Time)

Sealed Bids will be accepted by the State of California, Department of Transportation until the above date and time. At 1:30 PM (Pacific Standard Time) sealed bids will be publicly opened, read, and the winning bidder is announced.

OPEN HOUSE

An open house will not be held, but the public can visit the site at any time.

SEALED BID OPENING LOCATION

Webinar topic:

PUBLIC SEALED-BID AUCTION 84593-02-01

Date and time:

Monday, October 7, 2024 1:00 PM | (UTC-07:00) Pacific Time (US & Canada)

Join link:

[Link to WebEx Webinar](#)

Webinar number:

2488 086 3986

Webinar password:

mnJKccHh457 (66552244 when dialing from a phone or video system)

Join by phone

+1-408-418-9388 United States Toll

Access code: 248 808 63986

CONTACT

Name: Briana Soleno

Phone Number: 559-401-9682

Email: Briana.Soleno@dot.ca.gov

District Office Mailing Address: 2015 E Shields Ave, Suite 100, Fresno, CA 93726

We reserve the right to omit the sale of any auction item prior to the auction date

PROPERTY SOLD IN "AS IS" CONDITION

DATA SHEET

DD 84593-02-01

The information contained in these sources is deemed reliable, but accuracy and completeness are not guaranteed. This material is provided merely as a courtesy to the prospective bidders. All prospective bidders are encouraged to make visual inspections prior to the auction. The property is sold in "**AS IS**" condition.

PROPERTY

Unimproved Vacant Land

LOCATION

Northwest corner of State Route 180 and North Piedra Road – [Link to Google Maps](#)

SIZE

1.18 AC (51,401 S.F.)

ZONING

AL20 (Limited Agriculture) & T-P (Trailer Park Residential)

SHAPE

Irregular

TOPOGRAPHY

Level

UTILITIES

The property does not have any onsite utilities.

TENANCY

The subject property is currently being leased. The lease is set to expire January 31, 2025.

ENCUMBRANCES

Subject to special assessments, if any, and easements of record.

REMARKS

This sale is subject to the approval of the California Transportation Commission (CTC). The winning bid will be submitted for approval at the CTC meeting tentatively scheduled for **January 30, 2025**.

MINIMUM BID

\$41,100.00

REGISTRATION FEE/BIDDER DEPOSIT

\$1,000.00

DATE OF AUCTION

October 7, 2024, Bid Opening Starts at 1:30 PM (Pacific Standard Time)

PURCHASE DEPOSIT

Winning bidder shall remit an additional deposit to bring total amount to **10% of the total winning bid within (5) working days** but in no event shall be later than **October 25, 2024, by 2:00 PM (Pacific Standard Time)**, or the Registration Fee/Bidder Deposit is forfeited, and the parcel may be awarded to subsequent highest bidders at the high bid price.

PURCHASE PERIOD

Balance in full on or before November 27, 2024, by 2:00 PM (Pacific Standard Time).

REMITTANCE OF PAYMENT

Payments shall be delivered to:

Caltrans District 6 Right of Way Division- Excess Lands

Attn: Briana Soleno

2015 E Shields Ave Suite 100

Fresno, CA 93726.

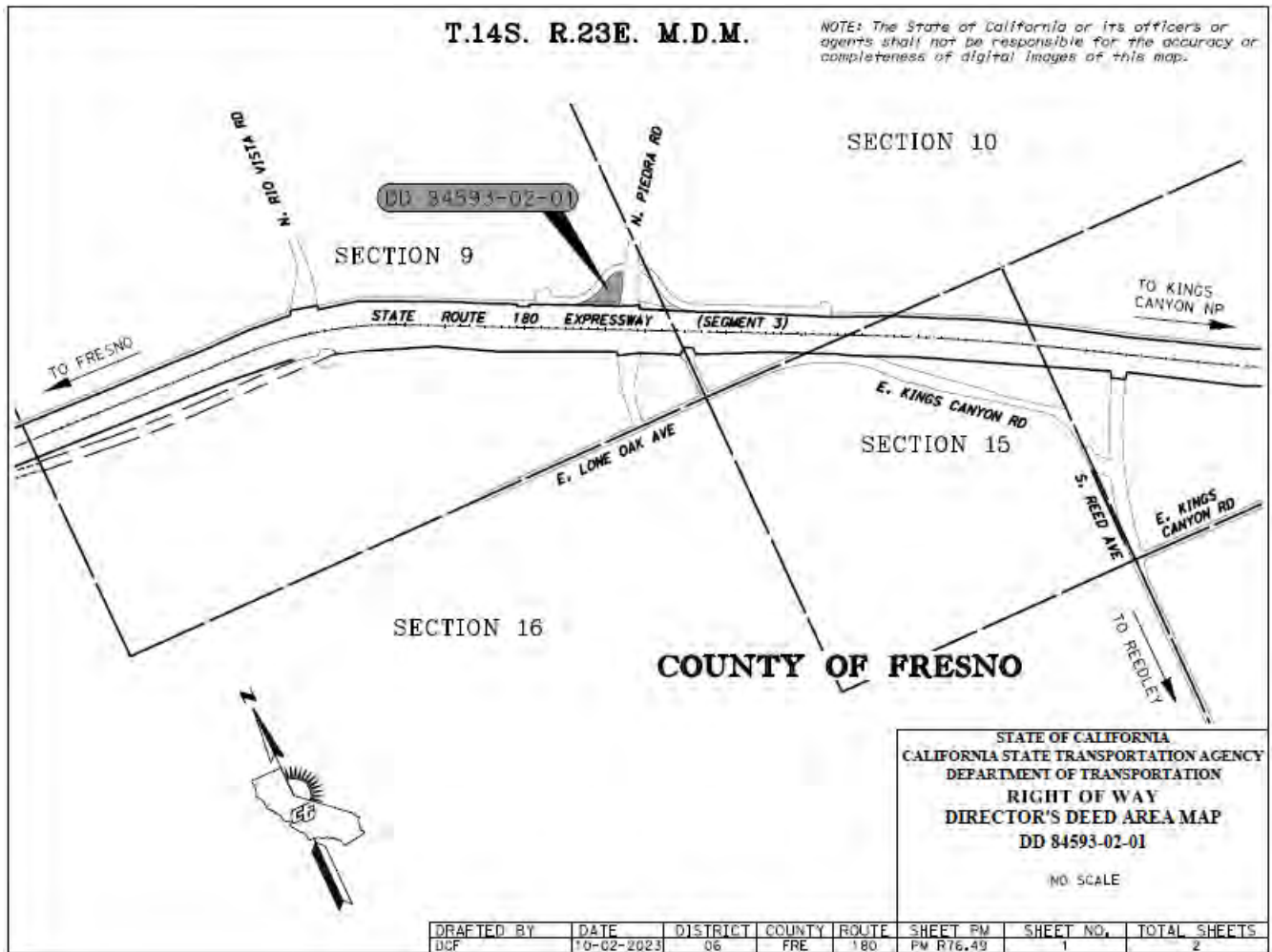
All payments, including the Bidder deposit, the additional Purchase Deposit, and the Balance of Purchase Price must be in the form of a money order, cashier's check, EFT (EFT available for purchase deposit and final payment only), or certified check made payable to California Department of Transportation. ****Caltrans does not accept personal checks or cash.****



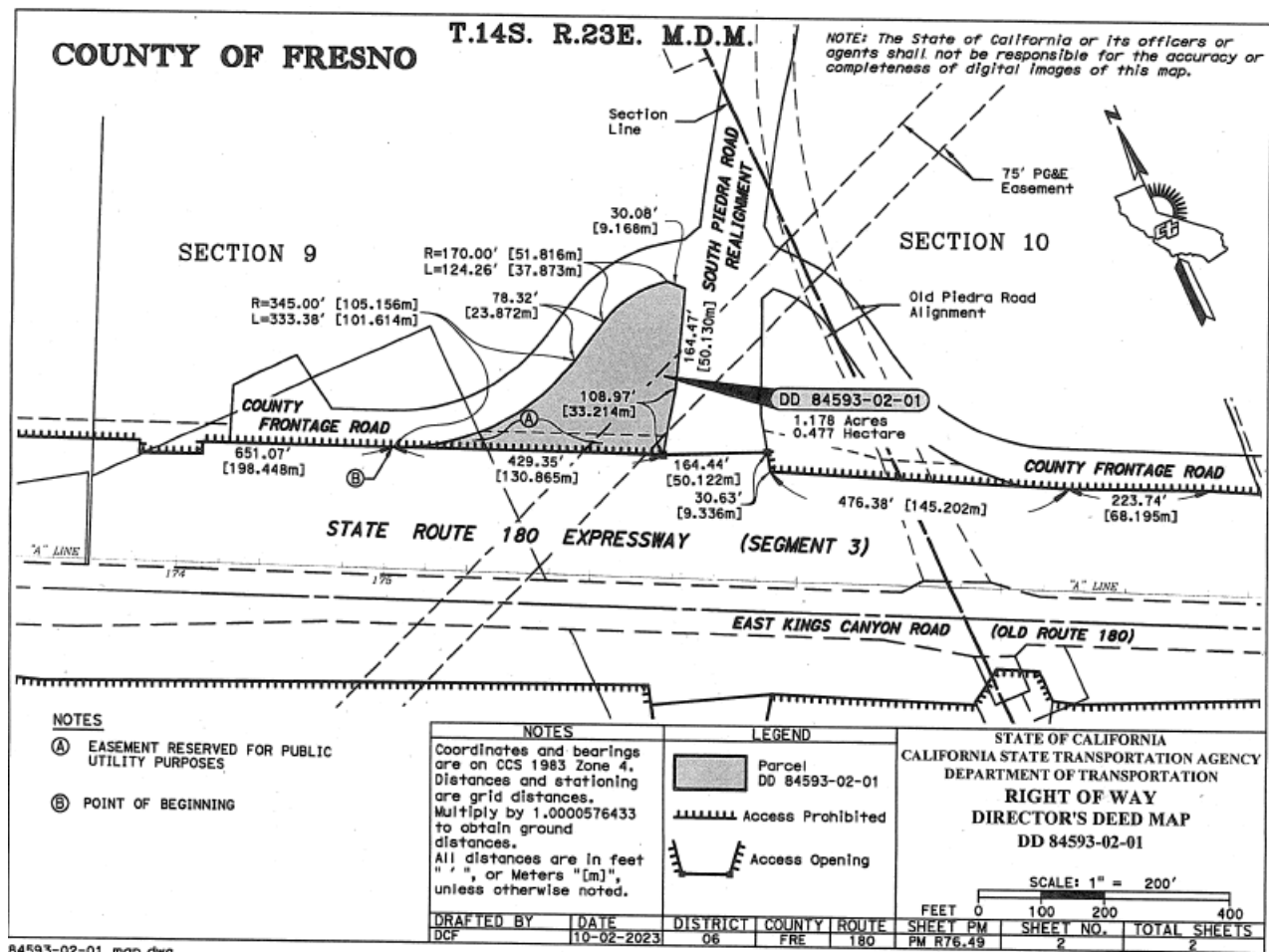
On Riverbend RV Park Road looking east at the property.



Aerial View of Parcel 84593-02-01
(Drawing is not to scale)



84593-02-01 Director's Deed Area Map



84593-02-01 Director's Deed Parcel Map

TERMS OF DEPOSIT AND PURCHASE AND SALE AGREEMENT

MINIMUM BID

The State of California, Department of Transportation (Caltrans) has agreed to consider all bids equal to or greater than the advertised starting bid. **NO BID BELOW CALTRANS STARTING VALUE WILL BE RECOGNIZED.**

BID REGISTRATION

In order to participate in this auction, **all bidders must submit a Bidder Deposit along with a completed Bid Form.** The Bidder Deposit must be in the form of a cashier's check, money order, or certified check made payable to the California Department of Transportation. The Bidder Deposit will be refunded by either certified mail or in person pick up to all unsuccessful bidders immediately following the auction.

LIQUIDATED DAMAGES

The parties agree that deposits paid are a reasonable sum for liquidated damages should this transaction fail to close due to a material breach of this agreement by the Bidder, in that, when considering all the circumstances existing on the date of this agreement, it would be impracticable or extremely difficult to fix the actual damages. Bidder Deposit is considered liquidated damages if the winning bidder breaches, defaults, or withdraws after remittance of this deposit. Bidder/Registration Deposit AND Purchase Deposit are considered liquidated damages if the winning bidder breaches, defaults, or withdraws after remittance of purchase deposit.

EXTENSION

There may be a situation wherein the winning bidder is unable to complete the terms within the time allowed for reasons beyond his/her control. Under these circumstances, Caltrans, at its discretion, may elect to extend the payment due date. A charge of 1% of the Purchase Price/Winning Bid Price per month shall be made for such extensions. This charge **SHALL NOT** be applied towards the Purchase Price/Winning Bid Price.

REJECTED AND DISQUALIFIED BIDS

Caltrans reserves the right to reject any and all offers, and to waive any informality or irregularity in any offer or to accept any offer deemed in the best interest for Caltrans at any time prior to the recordation of the Director's Deed. Any agreement between two or more prospective bidders to set their bid prices, or not to submit bids against each other, for the purpose of purchasing any parcel at a more advantageous price or terms, is prohibited. Where such an agreement comes to the knowledge of Caltrans, any bids made pursuant to such agreement will be disqualified. The above prohibitions do not preclude single bids submitted by one or more persons or entities or both partners or joint ventures or other similar legally permissible combination.

PURCHASE AND SALE AGREEMENT

After the auction the successful bidder shall sign a Purchase and Sale Agreement, for cash and shall be bound to the terms specified in the Purchase and Sale Agreement. The highest bid will be submitted to the CTC for approval.

ESCROW

Caltrans will maintain an internal escrow at no charge to winning bidder. Winning bidder may open an external escrow at his/her expense but selection of the escrow company is subject to Caltrans' approval, which Caltrans may withhold for any reason within its discretion. Should winning bidder elect to open an escrow, winning bidder and the escrow officer shall notify Caltrans by letter within 10 days from the date of the auction. The notification letters shall be mailed directly to Caltrans, Right of Way Division at the address listed on the data sheet of this brochure. Winning bidder agrees to pay any and all fees associated with the escrow, and any and all recording fees, documentary transfer taxes or any other real estate transaction fees involved in the transaction.

SUBSEQUENT HIGHEST BIDDERS

In the event the winning bidder fails to execute the Agreement within the Purchase Period or defaults in the completion of the sale, Caltrans, at its discretion, may offer the parcel to subsequent highest bidders at the high bid. If the subsequent highest bidder accepts, the deposit requirements and Terms of the Purchase and Sale Agreement shall be the same as stated in this sales brochure, except that the agreement period shall commence on the day the parcel is awarded by Caltrans to the Subsequent High Bidder.

INSPECTION INDEMNITY

Any inspection, visit and/or investigation of the property permitted by Caltrans by prospective bidders or any person/entity on their behalf (the "Inspectors") shall 1) keep the property free and clear of liens, 2) repair all damage arising from such inspection, and 3) indemnify, defend and hold Caltrans harmless from all liability, claims, demands, damages and/or costs directly or indirectly arising there from. Inspectors shall carry, or require anyone acting on Inspector's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Caltrans from liability for any injuries to persons or property occurring during any inspection prior to close of the transaction.

INDEMNIFICATION

Winning bidder shall defend, indemnify, and hold Caltrans and Caltrans' elected and appointed officers, agents, and employees free and harmless from and against any and all liabilities, damages, claims, costs, and expenses (including and without limitation to attorney's fees, legal expenses and costs, and consultant's fees, and investigation and remediation costs) arising in whole or in part from the existence of Hazardous Substances or Hazardous Substance Conditions. The indemnity is intended to address that liability for which Caltrans may be responsible solely out of its mere ownership of

said Property. This provision shall survive transfer of the title to said Property and any rescission of said transfer.

When used in this Agreement, "Hazardous Substance" shall mean any substance whose nature and/or quantity of existence, use, manufacture, disposal of effect, render it subject to federal, state, or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare, including the Comprehensive Environmental Response Compensation and Liability Act or Resource Conservation and Recovery Act as now in effect.

When used in this Agreement, "Hazardous Substance Condition" shall mean the existence on or under Property of a hazardous substance that requires remediation and/or removal and/or to be otherwise mitigated pursuant to applicable law.

NO ASSIGNMENT

Winning bidder shall not assign all or any part of his/her interest in this process without first having obtained the written consent of Caltrans. Any total or partial assignment shall not relieve winning bidder of winning bidder's obligation to this Agreement.

COMMISSIONS

Each party represents and warrants to the other party that no broker or finder or other real estate agent is entitled to any commission, finder's fee or other compensation resulting from any action on its part. Bidder and Caltrans each agree to indemnify the other and defend and hold harmless the other party from and against any loss, cost, or expense, including attorney's fees, incurred by such party, and against any claims, causes of action or the like brought by any broker, finder or similar agent for a commission or fee on account of this Agreement. This section does not prohibit a bidder from obtaining a broker at their own expense.

EFFECTIVE HEADINGS

The subject headings of the paragraphs and subparagraphs of this document are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

AGREEMENT TO PERFORM NECESSARY ACTS

Each party agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions in this Agreement.

NO THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the parties hereto. There are no third-party beneficiaries, intended or otherwise.

NOTICES

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the person to whom notice is to be given or, on the second (2nd)

day after mailing if mailed to the party to whom notice is to be given, by First Class Mail, registered or certified, return receipt requested, postage prepaid and properly addressed to contact person and address listed on the data sheet of this brochure.

Any party may change its address for purposes of this paragraph by giving the other party written notice of the new address to the other party contained herein.

GOVERNING LAW

This Agreement has been negotiated and entered into in the State of California and shall be governed by, construed and enforced in accordance with the laws of the State of California and according to its fair meaning, and not in favor of or against any party.

SEVERABILITY

If any provision of this document is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all the other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.

SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All covenants, representations, warranties, and other agreements under this Agreement shall survive the Close of Escrow.

TIME IS OF THE ESSENCE

Time is of the essence and performance of this Agreement in respect to all provisions of this Agreement that specify a time for performance, and failure to comply with this provision shall be a material breach of this Agreement.

WAIVER

No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach of a provision hereof shall not be deemed to be a waiver of any other breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this Agreement or at law shall not prevent the exercise by that party of any other remedy provided in this Agreement or at law.

LIMITING CONDITIONS

1. CASH TERMS: THIS TRANSACTION WILL BE AN ALL-CASH SALE.
2. The sale is subject to the approval of the CTC. In the event the CTC fails to approve the sale, all monies paid by the winning bidder will be refunded without interest. Caltrans makes no representations or warranty concerning the CTC's approval of this sale. All vesting issues for this sale must be resolved at least six weeks prior to the date of the CTC meeting listed in this brochure. Title is transferred after full payment is received, CTC approves the sale and the Director's Deed is recorded.
3. Caltrans reserves the right to reject any and all bids and cancel the sale in part or in its entirety at any time prior to recordation of the Director's Deed. In the event of cancellation of the sale and/or rejection of any bids, the respective deposits of monies shall be refunded without interest.
4. The property is warranted to be free of any liens, court judgments, loans and delinquent or unpaid property taxes. The sale of this property is subject to all matters of public record and any easements, claims of easements, or reservations not of record. Caltrans does not assume any liability for any possible encumbrances on this property. The right, title, and interest in the property to be sold shall not exceed that vested in the State of California, Department of Transportation, and this sale is subject to all title exceptions and reservation whether or not of record. The buyer may obtain a policy of title insurance at his or her own expense. The sale of this property is subject to all matters of public record, any claim of easements or reservations not of record. Prospective bidders should consult with their local title company to obtain additional information regarding title concerns. Caltrans does not provide a preliminary title report
5. The winning bidder is responsible for **ALL FEES** associated with this sales transaction including but not limited to broker's commission, surveys, title, insurance premiums, escrow, documentary transfer tax, recording fees, points, repairs and costs, documentary stamp taxes, and any other real estate transaction taxes or fees by whatever name known, including any personal property sales tax, where applicable. Caltrans does not pay a broker's commission.
6. Winning bidder waives any further right to inspect the Property and conduct tests thereon at the time auction occurs unless Caltrans and buyer mutually agree to a written amendment. The Property is sold "**AS IS**" in its present physical condition as of the date of the auction, unless otherwise agreed upon and amended by both winning bidder and Caltrans mutually. Winning bidder acknowledges and agrees that they are acquiring the property in its present state and condition as of the date of the auction, with all defects, both patent and latent, and with all faults of the property whether known or unknown, presently existing or that may hereafter arise, including, without limitation, all existing conditions, if any, of lead paint,

mold, asbestos or other environmental health hazards. Winning bidder acknowledges and agrees that Caltrans has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express, implied, oral or written, past, present or future, of, as to, concerning or with respect to the condition of the property. Each prospective bidder should consider these matters when placing his/her bids.

7. Properties are not zoned under State ownership; therefore, it is recommended that all prospective bidders fully investigate zoning and land-use restrictions with local authorities concerning the potential uses. Caltrans makes no warranty regarding the zoning or rezoning of any property or land-use determinations. Bidder shall be responsible for checking and complying with local codes and ordinances for permitted land uses. Caltrans makes no representation regarding the potential for development, subdivision, zoning, or re-zoning of the Property. Winning bidder shall be responsible for compliance with any and all local codes and ordinances for permitted land uses of any kind.
8. Caltrans does not assume any liability for any damage which may be caused by flood hazards. Caltrans recommends bidder fully investigate the potentiality of such hazards with the appropriate Federal, State and local agencies.
9. All Caltrans employees may bid to acquire excess State property except employees who have direct access to information not generally available to the public or who influence the purchase or sale of right of way or other real property.
10. The property is currently exempt from local taxes and will return to tax rolls upon recording of the Deed.
11. Should the bidder desire a survey of the property, this may be accomplished with the expressed consent of Caltrans and performed by an independent surveyor at the bidder's expense. Caltrans makes no warranty relative to the ground locations of property lines other than monumented highway right of way lines.
12. The sale of this Property is Categorically Exempt from the requirements of the California Environmental Quality Act of 1970 (CEQA). The environmental determination by Caltrans is for the sale of this Property only. It does not mean that the Winning bidder may not have to obtain subsequent environmental clearance or prepare an environmental document for any further actions, as required by any local agency. The Winning bidder should also be aware that when he/she seeks some form of approval/permit for development subsequent to purchase of this excess property, the local agency might require an environmental document and/or environmental analysis before giving its approval or issuing a permit.

13. Any Caltrans leasehold interests in the sale property held at the time of purchase is hereby transferred and assigned by Caltrans to Successful Bidder as of the recording date of the transfer of the property. Caltrans shall provide the Successful Bidder copies of any current leases for these interests, and lessee security deposits, or remainder for these leases after settlement of outstanding rent and other reimbursable charges owed to Caltrans. Caltrans shall retain rights to collect from lessees all outstanding rent and other reimbursable charges owed Caltrans at the time of purchase, and shall not otherwise obligate Successful Bidder to compensate Caltrans for lessee charges not covered by lessee security deposits. Caltrans shall provide the Successful Bidder an accounting of charges deducted from lessee security deposits pursuant to this purchase.
14. The bidder shall be bound to the terms specified in both the Terms of Purchase and Sale Agreement and the sales brochure.
15. The information contained herein has been obtained from sources deemed reliable, but accuracy and completeness are not guaranteed.

LEAD WARNING STATEMENT

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

The Department of Transportation does not have any records indicating lead-based paint and/or lead-based paint hazards in the property that is being offered for sale. The purchaser is allowed a 10-day period to conduct a lead-based paint inspection or risk assessment at his/her own expense. However, the property is sold in an "AS IS" condition and no remediation will be done by the Department of Transportation. If a risk assessment is completed by a purchaser within the 10-day period on the residential property, and the purchaser decides not to exercise his/her option to purchase based on the results of the assessment, the Purchase Deposit will be refunded without interest.

In accordance with the Environmental Protection Agency (EPA) and the Department of Housing and Urban Development (HUD), effective September 6, 1996, all sellers must disclose known lead-based paint and lead-based paint hazards and provide available reports to buyers for any housing built before 1978. Each buyer will receive a pamphlet entitled "Protect Your Family from Lead In Your Home" and be required to sign a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards Form.

BID FORM – OPTION TO PURCHASE AGREEMENT

For the purchase of the real property described as **84593-02-01 located at the northwest corner of State Route 180 and South Piedra Road**, the undersigned bidder submits the bid of: \$_____ for the property described above. The registration fee of **\$1,000.00** is paid herewith-made payable to the Department of Transportation.

Upon notification from the California Department of Transportation that the undersigned Bidder is the successful Bidder, this "Bid Form" becomes the "Option to Purchase Agreement" and the Bidder hereby agrees to the terms of this Option. **All unsuccessful bidders will be refunded the registration fee following the bid opening.**

The winning bidder will be required to pay to the Department of Transportation the difference between the registration fee of **\$1,000.00** and an amount representing **%10** of the actual successful bid within **5** business days of the sale. The Department, **October 25, 2024 by 2:00 PM (Pacific Standard Time)**, must receive payment of said difference or the registration fee of **\$1,000.00** will be forfeited and the Option will be awarded to the 2nd highest bidder.

The balance of the purchase price shall be paid to the Department of Transportation for the bidder to exercise this Option on or before **November 27 2024, by 2:00 PM (Pacific Standard Time)**.

All provisions of the "Terms of Option to Purchase Agreement" and contents of this Sales Brochure are hereby specifically incorporated by reference into the terms of this Option, and Bidder agrees to perform each of the terms.

BIDDER'S CONSENT

I understand that if I fail to complete the transaction as agreed, I forfeit all deposits made prior to that failure (e.g., Registration/Bidder Deposit **or** Registration/Bidder Deposit **and** Purchase Deposit).

I hereby understand and agree that the parcel(s) upon which I bid will be sold "AS-IS". This means that the State of California does not guarantee, warrant or imply any potential for development or uses of said parcel(s). I have done due diligence regarding existing and/or potential use(s) of the parcel(s) and I have investigated, to my own satisfaction, any possible conflicts/problems with zoning and/or development regarding parcels upon which I bid. If I am the successful bidder, I shall hold the State of California harmless regarding the development potential of the parcel(s). Furthermore, I shall release the State from any liability regarding any/all conflicts with local zoning, building, or development requirements.

_____ I have received and read these Terms of the Option to Purchase and the Sales Brochure for this auction. (Please initial)

VESTING INFORMATION

The property shall be conveyed by Director's Deed to:

(Please print how the title is to be vested)

Check one:

- | | |
|--|--|
| <input type="checkbox"/> Husband and wife as joint tenants | <input type="checkbox"/> Joint Tenant |
| <input type="checkbox"/> A married man/woman as his/her sole and separate property | |
| <input type="checkbox"/> Single Man | <input type="checkbox"/> Single Woman |
| <input type="checkbox"/> Husband and wife as community property | <input type="checkbox"/> Tenants in common |
| <input type="checkbox"/> Other | |

It is also agreed that all notices and matters arising in connection with this transaction will be given to bidder in person or by certified mail addressed to:

(Please print name and address)

It is understood that the Department of Transportation shall record said Director's Deed and the undersigned Bidder agrees to pay the cost of recording and any documentary transfer tax when the final balance is paid. Bidder may take possession of said real property as soon as said Director's Deed has been recorded.

Date:_____Signed:_____Phone #:_____

Date:_____Signed:_____Phone #:_____

AUCTION INSTRUCTIONS

1. Remove and complete the Bid Form – Option to Purchase Agreement.
2. Include the registration fee of \$1,000.00 by cashier's check or certified check made payable to the California Department of Transportation. PERSONAL CHECKS WILL NOT BE ACCEPTED.
3. Enclose the Bid Form and the required registration fee of \$1,000.00 in an envelope. Attach the cut-out address and identification below on the front of the envelope. **Bids must be received on or before October 7, 2024 by 1:00 PM (Pacific Standard Time). Bid opening will be at 1:30 PM (Pacific Standard Time).**
3. Your name and mailing address should be shown in the upper left-hand corner of the bid envelope.
4. Envelopes not properly marked or opened prior to the sale may be disqualified.

NOTE: IT IS VERY IMPORTANT THAT THE NOTICE BELOW BE AFFIXED TO THE OUTSIDE OF THE ENVELOPE ENCLOSING THE BID. THIS IS TO ELIMINATE POSSIBLE ACCIDENTAL OPENING OF THE BID ENVELOPE PRIOR TO THE ADVERTISED TIME OF BID OPENING AND DISQUALIFICATION FROM THE AUCTION.

******Cut out the address below and affix it the to the front of the envelope.***

**CA Department of Transportation, District 06
2015 E Shields Ave Suite 100 Fresno, CA 93726**

DO NOT OPEN

Sealed-Bid Auction 84593-02-01

October 7, 2024 at 1:00 PM (Pacific Standard Time)

From: Pretzer, Alexander
Sent: Monday, September 23, 2024 4:42 PM
To: Russell Martone; Clerk/BOS; District 4
Cc: Mtunga, Tawanda
Subject: RE: Proposed Officially Designated Scenic Highway Status (Post Mile 74.9 to 78.6)
Attachments: Agenda Item 8.pdf; Attachments A-C.pdf; SR 180 Visual Assessment.pdf; SR 180 Corridor Protection Program.pdf; Resolution 15-030.pdf

Good Afternoon,

The mailing is based on the information on the current Assessor rolls. This information is sometimes behind any changes that are requested or made.

This item is for a Letter of Intent to pursue the Scenic Designation for State Route 180 from Post Mile 74.9 near Trimmer Springs Rd. to 78.6 near the Alta Main Canal. This is a designation by Caltrans recognizing the quality of the scenic resources in the surrounding area and the protections already in place. The County approved this portion of State Route 180 back in 2015 and is adding this portion back to the Designated Status due to construction completed by Caltrans. There are NO Zoning Ordinance revisions or restrictions being placed upon the parcel by this designation that do not already exist nor will it impose any additional restrictions on development that do not already exist. This designation is in recognition of the scenic quality and the Zoning Ordinance standards already in place.

I have also attached the Board Agenda Item and the supporting documents referenced. Please note that Caltrans has final approval authority of the designation.

Please let me know if you have any questions,



Alexander Pretzer | Planner
Public Works and Planning | Current Planning
2220 Tulare St. 6th Floor Fresno, CA 93721
Office: (559) 600-4205
Email: apretzer@fresnocountyca.gov
[Your input matters! Customer Service Survey](#)

From: Russell Martone <russellmartone@gmail.com>
Sent: Monday, September 23, 2024 3:38 PM
To: Pretzer, Alexander <apretzer@fresnocountyca.gov>; Clerk/BOS <ClerkBOS@fresnocountyca.gov>; District 4 <district4@fresnocountyca.gov>
Subject: Proposed Officially Designated Scenic Highway Status (Post Mile 74.9 to 78.6)

CAUTION!!! - EXTERNAL EMAIL - THINK BEFORE YOU CLICK

Report Suspicious

Greetings,

My company (RMHP, LLC.) owns the Riverbend RV and MH Parks located at 17604 E. Kings Canyon Rd., Sanger, CA 93657.

Today I was made aware that there was a notice issued for a public hearing regarding the subject to be held in Room 301, Hall of Records at Tulare & "M" Streets in Fresno on September 24, 2024. This notice was not sent to the registered business address for RMHP, LLC.: P.O. Box 2224, Granite Bay, CA. 95746. I live in Northern California and as a consequence of the late notice I will be unable to attend the hearing scheduled for tomorrow. I do intend to challenge any restrictions to the full use of my property that may result in decisions being made during this session in the absence of my presence.

The notice issued does not provide sufficient details to understand what, if any, portions of my property may be affected or potentially fall under zoning restrictions should the subject initiative be passed. At a minimum, I am requesting actual measurements from the existing CalTrans fence to determine the area adjoining my property that is potentially subject to revised zoning. More helpful would be actual stakes to identify the boundary that marks the area that will potentially be subject to revised zoning requirements.

Additionally, the Riverbend Parks have formal easements to maintain 2 signs along highway 180 (see attached) and depend on that signage to maintain its business. We cannot relinquish either sign without causing irreparable damage to the business. The business also does not have an available budget to make any significant changes to its existing signage at this time.

It should be noted that CalTrans has already advertised for sale the land between my park and the highway (see attached). I have leased this land for the last 5 years and simply maintained it and maintained one of the signs for which the park has an easement. CalTrans has noted in their sales brochure that the land can be developed for agriculture or a trailer park. I don't believe any type of development is feasible considering that the parcel contains overhead high power electrical lines spanning the entirety of the property and any development of that land beyond its current state will definitely contrast with the subject efforts.

Please share this message with relevant parties prior to the meeting planned for tomorrow. I look forward to receiving the information necessary to determine whether any portions of my property may be impacted by the proposed initiative.

Best regards,
Russell Martone for RMHP, LLC. (www.theriverbendpark.com)
(916) 805-6086

From: Mary Hilvers <fresnoflyers@hotmail.com>
Sent: Monday, September 23, 2024 4:25 PM
To: Rush, Bret <brush@fresnocountyca.gov>
Subject: FW: Questions for board of supervisors

CAUTION!!! - EXTERNAL EMAIL - THINK BEFORE YOU CLICK

[Report Suspicious](#)

Bret,

Please see attached questions we have for the board.

Thank you!

Mary

Sent from Samsung Galaxy smartphone.

1. How will the county ensure that landowners and developers with significant investments are actively involved in the decision-making process for the proposed scenic historical highway designation?
2. What specific steps is the county planning to take to balance scenic preservation with sustainable development, particularly for landowners who have carefully crafted development plans?
3. Will the county introduce any incentive programs or financial assistance for landowners and developers who align their projects with the scenic and tourism goals of the designation?

4. What timeline can landowners expect for the implementation of any new regulations associated with the scenic historical highway, such as building setbacks and land use restrictions?

5. How does the county envision enhancing tourism and local economic development through this designation, particularly given the area's proximity to Kings Canyon National Park?

THE BUSINESS JOURNAL

FRESNO | KINGS | MADERA | TULARE

P.O. Box 126
Fresno, CA 93707
Telephone (559) 490-3400

(Space Below for use of County Clerk only)

IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA

Notice of Public Hearing

Authorize Chair to sign and send a Letter of Intent to the California State Department of Transportation

DATE AND TIME OF PUBLIC
HEARING:
SEPTEMBER 24, 2024 AT 9:30 AM

DECLARATION OF PUBLICATION (2015.5 C.C.P.)

MISC. NOTICE

STATE OF CALIFORNIA

COUNTY OF FRESNO

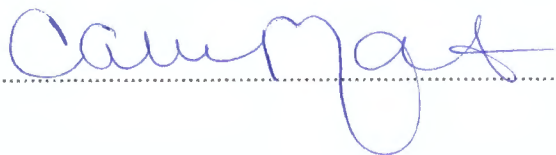
I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of **THE BUSINESS JOURNAL** published in the city of Fresno, County of Fresno, State of California, Monday, Wednesday, Friday, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Fresno, State of California, under the date of March 4, 1911, in Action No.14315; that the notice of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

SEPTEMBER 13, 2024

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed at Fresno, California,

SEPTEMBER 13, 2024

ON



Notice of Public Hearing

A public hearing will be held before the Board of Supervisors to:

Authorize Chair to sign and send a Letter of Intent to the California State Department of Transportation (Caltrans), supporting the proposed Officially Designated Scenic Highway status of the eastern segment of State Route (SR) 180 from Trimmer Springs Road to the Alta Main Canal (Post Mile 74.9 to 78.6)

The Board of Supervisors hearing will be at 9:30 am. (or as soon thereafter as possible) on Tuesday, September 24, 2024 in Room 301, Hall of Records, located at the northwest corner of Tulare & "M" Streets, Fresno, CA.

The Visual Assessment and the Corridor Protection Plan are available at the Fresno County Department of Public Works and Planning, Development Services Division, Policy Planning Unit located at 2220 Tulare Street, Suite B (Southwest corner of Tulare & "M" Streets), Fresno, CA 93721.

For information, contact Alexander Pretzer, Department of Public Works and Planning, 2220 Tulare Street, (Corner of Tulare & "M" Streets, Suite A), Fresno, CA 93721, telephone (559) 600-4205 or email apretzer@fresnocountyca.gov.

The full text of this Land Use Hearing will be available on the Fresno County website <https://fresnocounty.legistar.com/Calendar.aspx> under the September 24, 2024 meeting at the Meeting Details link by Wednesday, September 18, 2024.

PROGRAM ACCESSIBILITY AND ACCOMMODATIONS: The Americans with Disabilities Act (ADA) Title II covers the programs, services, activities, and facilities owned or operated by state and local governments like the County of Fresno ("County"). Further, the County promotes equality of opportunity and full participation by all persons, including persons with disabilities.

Towards this end, the County works to ensure that it provides meaningful access to people with disabilities to every program, service, benefit, and activity, when viewed in its entirety. Similarly, the County also works to ensure that its operated or owned facilities that are open to the public provide meaningful access to people with disabilities.

To help ensure this meaningful access, the County will reasonably modify policies/ procedures and provide auxiliary aids/services to persons with disabilities. If, as an attendee or participant at the meeting, you need additional accommodations such as an American Sign Language (ASL) interpreter, an assistive listening device, large print material, electronic materials, Braille materials, or taped materials, please contact the Current Planning staff as soon as possible during office hours at (559) 600-5473 or at ecalvillo@fresnocountyca.gov. Reasonable requests made at least 48 hours in advance of the meeting will help to ensure accessibility to this meeting. Later requests will be accommodated to the extent reasonably feasible.

Nathan Magsig, Chairman
Board of Supervisors
ATTEST:
BERNICE E. SEIDEL
Clerk, Board of Supervisors
Published in the Fresno Business Journal on Friday, September 13, 2024 09/13/2024