

**SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY  
OF THE CITY OF FRESNO**

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2344 Tulare Street, Suite 200 / Fresno, CA 93721  
(559) 621-7600  
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Oversight Board to the  
Successor Agency to the Redevelopment Agency  
of the City of Fresno

Executive Director  
Marlene Murphey

Chair  
Terry Bradley

Members  
Larry Hodges  
Alan Hofmann  
Debbie Poochigian  
Doug Vagin  
Rene Watahira  
Larry Westerlund

**AGENCY BRIEFING REPORT**

Date: February 25, 2016  
To: Oversight Board Members  
From: Andrew Sanchez  
Through: Marlene Murphey  
Subject: Agenda Item IV. – 13.

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RECEIVED  
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CITY CLERK, FRESNO CA

The Agency has received an offer for approximately 0.61 acres at Fulton and Inyo Streets (APN 468-282-23T) LRPMP #36.

- City of Fresno - \$328,000

The appraised value of the property is **\$328,000**.

Attachments: Summary Appraisal  
Successor Agency Approval Action  
RFP  
Offer Letter  
Resolution  
PSA

**Appraisal Report**

APN 468-282-23T  
NWC Inyo/Fulton Mall  
Fresno, CA

**August 13, 2014**

**Prepared For:**

Enrique Mendez  
Project Coordinator  
City of Fresno  
2344 Tulare Street, Suite 200  
Fresno, California 93721

**Prepared By:**

A. George Zengel, MAI  
Zengel and Associates  
1393 West Shaw Avenue, Suite 101  
Fresno, California 93711



**ZENGEL & ASSOCIATES**  
Real and Special Use Property Valuation



## ZENGEL & ASSOCIATES

Real and Special Use Property Valuation

APPRAISER  
A. GEORGE ZENGEL, MAI

1393 WEST SHAW AVE., SUITE 101, FRESNO, CA 93711  
559.226.8152 OFFICE 559.226.8605 FAX

SACRAMENTO, CALIFORNIA  
916.643.4692 OFFICE

RESEARCH ANALYST  
JONATHAN A. AYALA

WEBSITE  
WWW.ZENGELASSOC.COM

September 4, 2014

Enrique Mendez  
Project Coordinator  
City of Fresno  
2344 Tulare Street, Suite 200  
Fresno, California 93721

RE: Real Property Value – APN 468-282-23T  
NWC Inyo/Fulton Mall; Fresno

Dear Mr. Mendez:

At your request, I am submitting an Appraisal Report and analysis of the Market Value of the above identified land parcel. The date of the appraisal is August 13, 2014, the date of the most recent property inspection. The date of the report is September 4, 2014.

This appraisal was prepared in accordance with the requirements of the Appraisal Report option of USPAP Standards Rule 2-2(a). This report is to be used for client use only, by Enrique Mendez, Project Coordinator for the City of Fresno, for personal/private business decision making purposes.

As a result of the examination and conclusions rendered, it is my opinion the subject property as of August 13, 2014, reflected market values as follows:

APN 468-282-23T -- 26,250 SF	\$328,000
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Thank you for the opportunity to be of service to you.

Respectfully submitted,

A. George Zengel, MAI, Appraiser  
Fed. I.D. 77-0039584  
St. of CA Lic. No. AG003675



## City of Fresno

2600 Fresno Street  
Fresno, CA 93721  
www.fresno.gov

### Meeting Minutes - Final City Council

*President - Oliver L. Baines, III*

*Vice President - Paul Caprioglio*

*Councilmembers:*

*Lee Brand, Steve Brandau, Clinton J. Olivier,*

*Sal Quintero, Esmeralda Z. Soria*

*City Manager - Bruce Rudd*

*City Attorney - Douglas T. Sloan*

*City Clerk - Yvonne Spence, CMC*

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Thursday, March 26, 2015

8:30 AM

Council Chambers

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#### Regular Session

The City Council met in regular session at the hour of 8:30 A.M. in the Council Chamber, City Hall, on the day above written.

8:39 A.M. ROLL CALL

**Present:** 7 - President Oliver Baines  
Vice President Paul Caprioglio  
Councilmember Lee Brand  
Councilmember Steve Brandau  
Councilmember Clinton Olivier  
Councilmember Sal Quintero  
Councilmember Esmeralda Soria

Invocation by Senior Pastor Steve Williams of the NorthPointe Church

Pledge of Allegiance to the Flag

#### **CEREMONIAL PRESENTATIONS**

ID#15-228 Proclamation of "Women's History Month"

**Sponsors:** City Councilmember Soria

*PRESENTED*

**On motion of Councilmember Brand, seconded by Councilmember Quintero, the Comprehensive Annual Financial Report for Fiscal Year 2014 was accepted. The motion carried by the following vote:**

**Aye:** 7 - Baines, Caprioglio, Brand, Brandau, Olivier, Quintero and Soria

**9:45 A.M.**

**REPORT TO THE CITY COUNCIL, SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF FRESNO AND THE FRESNO REVITALIZATION CORPORATION**

*The City Council met in joint session with the Successor Agency to the Redevelopment Agency of the City of Fresno and Fresno Revitalization Corporation at 11:19 A.M. to discuss the following:*

- ID#15-247** Successor Agency to the Redevelopment Agency consider adopting and approving:
1. Adopt finding of Categorical Exemption pursuant to Section 15332/Class 32 of the CEQA Guidelines (Successor Agency and City Action)
  2. Approve Purchase and Sale Agreement between the Successor Agency to the Redevelopment Agency of the City of Fresno and the City of Fresno for the sale of certain former Redevelopment Agency Parcel located near the west corner of Inyo Street and Fulton (APN 468-282-23T) within the City of Fresno (Successor Agency and City Action)

*The above item was introduced to Council and the Successor Agency by Successor Agency Executive Director Murphey.*

*APPROVED*

**CITY COUNCIL VOTE**

**On motion of President Baines, seconded by Vice President Caprioglio, the above item was approved. The motion carried by the following vote:**

**Aye:** 7 - Baines, Caprioglio, Brand, Brandau, Olivier, Quintero and Soria

**SUCCESSOR AGENCY VOTE**

**On motion of Chair Baines, seconded by Vice Chair Caprioglio the above item was approved. The motion carried by the following vote:**

**Aye:** 7 - Baines, Caprioglio, Brand, Brandau, Olivier, Quintero and Soria

**ADJOURN AGENCY**

*The joint meeting adjourned at 11:20 A.M.*

**3. CITY COUNCIL**

- 3-A**    **ID#15-175**    **BILL - (For introduction) - Amending Section 12-2103 by amending Subsection (c) and adding Subsection (g), amending Section 12-2104 and adding Sections 12-2104.1 and 12-2108 to the Fresno Municipal Code relating to medical marijuana cultivation - Council Subcommittee on medical marijuana - Council President Baines, Councilmember Olivier and former Councilmember Xiong**

**Sponsors:** City Councilmember Baines and City Councilmember Olivier

*The above item was introduced to Council by District Three Council Assistant Arceneaux.*

*President Baines appointed Councilmember Soria to the Marijuana sub committee to serve with him and Councilmember Olivier. President Baines also announced that he had informally asked the Fresno County Board of Supervisors Chair if the Board would be interested in a joint meeting which covered the topic of marijuana and stated he would continue working toward that end.*

**BILL B-8 INTRODUCED AND LAID OVER**

**On motion of President Baines, seconded by Councilmember Olivier, the above item was introduced and laid over. The motion carried by the following vote:**

**Aye:** 5 - Baines, Caprioglio, Brand, Olivier and Soria

**No:** 2 - Brandau and Quintero

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Requests for Qualifications/Proposals to Purchase and Development  
in Downtown Fresno, California

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**April 3, 2014**

**REQUEST FOR QUALIFICATIONS/ PROPOSALS TO PURCHASE AND DEVELOP  
AN INFILL MIXED USE PROJECT LOCATED IN THE CENTRAL BUSINESS  
DISTRICT OF DOWNTOWN FRESNO, CALIFORNIA**

**I. OBJECTIVE**

Fresno is the fifth largest city within the State of California, and is one of the fastest growing, with a population of approximately 500,121 and countywide population of 940,220. It is centrally located in the San Joaquin Valley, mid-way between San Francisco and Los Angeles, and is the business and cultural capital of Central California.

The Successor Agency and Housing Successor Agency to the Redevelopment Agency of the City of Fresno in partnership with the City of Fresno are offering an opportunity to submit qualifications and proposals to purchase, design, and develop approximately 5.32 acres of land generally located on the south end of Fulton between Kern and Inyo Streets in Downtown Fresno's Central Business District (CBD). The CBD is within a major transportation hub bounded by and proximate to Freeways 41 to the east, 180 to the north and 99 to the west as well as major rail lines including Amtrak to the east and the Southern Pacific line and future High Speed Rail (HSR) and Station to the west. In addition to its location within a major transportation hub, a prominent attribute of the site is its adjacency to Chukchansi Park, a multi-purpose stadium and home to the Fresno Grizzlies Triple-A Baseball Team.

Through the Request for Qualifications and Proposals (RFQ/P) we are seeking qualified parties to develop the Project Area into a multi-story mixed use development that includes affordable and market rate housing along with other uses that may include retail, office, entertainment, and parking. A primary objective of the RFQ/P is the development of quality mixed uses that will leverage and maximize the value of the site and enhance both the stadium destination area, Fulton Corridor, as well as the greater downtown. Responses from qualified candidates shall include but are not limited to the following information:

- Purchase Offer
- Summary of the candidate's qualifications and experience in similar projects
- Conceptual Plan Map
- Written narrative that describes the development proposal, conceptual plan map, project elements, design features, and timeline
- Preliminary estimate of potential costs and source of funds
- Financial capacity to purchase and to finance completion of the proposed Project within the identified timeframe

## II. PROJECT AREA / DEVELOPMENT GOALS

### Project Area

The Project Area consists of eleven (11) parcels totaling approximately 5.32 acres located on the southern portion of the Fulton Corridor in a parking exempt area. Four (4) of the subject parcels are owned by the Successor and Housing Successor Agency. These parcels are identified as A1, A2, A3, and A4. The Agency proposes to sell the parcels as a part of the proposed project development. Five (5) parcels are owned by the City of Fresno and are identified as C1, C2, and C3. The City intends to sell the retail space identified in C1. The City will consider the lease of space within or possibly the long-term ground lease of the parking structure (identified in C2 and the parking portion of C1). The City will also consider the sale or lease of the portion of the Chuckchansi Park property identified as C3. Two (2) parcels are privately held and identified as P1 and P2. Proposers may wish to explore acquisition or joint venture with the private property owner of P1 for incorporation into the overall project. Proposers are encouraged to explore acquisition of P2 for optimum development of the overall Project Area. The Project Area is shown in the attached aerial map and the individual parcels are described below.

#### **A1) 887 Fulton – (Assessor Parcel Number 468-282-21T):**

This parcel is zoned C-4 with a land use designation of Commercial Mixed Use level 2. It consists of 10,500 square feet of land area (70' of frontage and 150' of depth). The parcel contains a long-vacant two-story 22,500 square foot building, with a basement.

#### **A2) 835 Fulton – (Assessor Parcel Number 468-282-22T):**

This parcel is zoned C-4 with a land use designation of Commercial Mixed Use Level 2. It consists of 3,750 square feet of land area (25' of frontage and 150' of depth). The parcel contains a long-vacant older 3,300 square foot building, with a basement.

#### **A3) 829 Fulton – (Assessor Parcel Number 468-282-05T):**

This parcel is zoned C-4 with a land use designation of Commercial Mixed Use Level 2. It consists of 3,750 square feet of land area (25' of frontage and 150' of depth). The parcel contains a long-vacant older 3,300 square foot building.

#### **A4) Parking lot at Fulton & Inyo – (Assessor Parcel Number 468-282-23T):**

The parcel is currently being utilized as a metered parking lot. It is zoned C-4 with a land use designation of Commercial Mixed Use Level 2. The parcel consists of 26,250 square feet of land area (175' of frontage and 150' of depth).

#### **P1) 845 Fulton – (APN 468-282-19):**

This parcel is privately owned and zoned C-4 with a land use designation of Commercial Mixed Use Level 2. It consists of 14,850 square feet of land area (99' of frontage and 150' of depth). The parcel contains a one story 15,727 square feet office building that is leased to the Social Security Administration.

**P2) 860 Fulton – (Assessor Parcel Number 468-255-07):**

This parcel is privately owned and zoned C-4 with a land use designation of Commercial Mixed Use Level 2. It consists of 30,000 square feet of land area (200' of frontage and 150' of depth). The parcel contains a 100,200 square foot retail building comprised of three (3) floors and a basement.

**C1) 830 Fulton – (Assessor Parcel Number 468-255-15T):**

This parcel is zoned C-4 with a land use designation of Commercial Mixed Use Level 2. It consists of 25,200 square feet of land area (200' feet of frontage and 150' feet depth). The parcel is improved with a six (6) story structure. The ground floor and basement contain about 53,040 square feet of retail space. Five (5) levels of parking are located above the retail space. The parking levels are integrated with and part of the adjacent parking garage described under C2.

**C2) 801 Van Ness – (Assessor Parcel Number 468-255-11T):**

This parcel is zoned C-4 with a land use designation of Commercial Mixed Use Level 2. It consists of a six (6) level parking garage and totals about 567 parking stalls when combined with the five (5) levels of integrated parking spaces described in C1. The public garage is unique in design, featuring separate spiral entrances and exits to avoid cross traffic.

**C3) 1776 Kern Street - (Assessor Parcel Numbers 468-284-45T, 43T, and 34T):**

These parcels are zoned C-4 with a land Use designation of Commercial Mixed Use Level 2. The identified C3 area consists of portions of 3 parcels and totals approximately 66,500 square feet of land area (380' feet of frontage and 175' feet depth). This part of the stadium property is improved as a street-level surface parking area and a ramp down to the field level. Area C3 is shown for its potential for future acquisition and development, in whole or in part, as part of the entire mixed use project area.

**General Project Area**

Located near the Project Area are multiple venues that host concerts, plays, live entertainment, cultural and sporting events. Among these sites are Selland Arena, the Exhibit Hall, Saroyan Theatre, the Convention Center, the Fulton Corridor and the aforementioned Chukchansi Park. Major proximate employers include the City and County of Fresno, the Internal Revenue Service, Community Medical Center, the Federal Court and State Appellate Court. Recent downtown employment has been further stimulated by the future High Speed Rail line and station.

The Cultural Arts District, one-half to one mile north of the Project Area has experienced major urban residential growth along its corridors. These developments include the "H" Street Lofts, Vagabond Lofts, Iron Bird Lofts, Fulton Village, 1612 Fulton, the Mayflower Lofts, and Broadway Lofts. The 28-unit Crichton Place development at "L" Street, a 17-unit housing project on Divisadero, and a 52-unit project on Broadway are currently underway. This area is enjoying mixed use development of over 545 residential units with 26,000 square-feet of commercial space.

Closer to the project site, the Fresno Housing Authority is constructing a 45-unit mixed use project at the corner of Inyo Street and Van Ness Avenue. On the Fulton Corridor, the historic Pacific Southwest Building has 8 upper floor residential units, and plans an additional 48 units. Sixty-six units are planned in the historic JC Penney Building.

The City's draft Fulton Corridor Specific Plan and accompanying form-based Downtown Development Code are currently undergoing environmental review. The Specific Plan is intended to provide a vision and policies for development, and coordinate and guide investments in infrastructure, over time in Downtown Fresno. The Downtown Development Code is an integral part of the Downtown planning program, a new zoning code that defines clearer design outcomes while simplifying the process for entitling uses. The Specific Plan and Downtown Development Code are anticipated to come to the City Council for adoption in late 2014.

Chapter 5 of the draft Specific Plan identifies priority development projects to help achieve the Plan's vision for revitalization. One of the high-priority development sites identified is the south end of the Fulton Corridor and the type of project proposed in this RFQ/P, which is envisioned to add value to the east entrance of Chukchansi Park and enhance views from inside the Park.

#### **The Proposal Should:**

- Be a comprehensive plan that incorporates the entire Project Area into a well designed, attractive environment of related uses, linking individual parcels into a unified plan;
- Call for a desirable mixed-use development including affordable and market rate residential space that will help stimulate 24 hour "live, work and play" activity in the area;
- Maximize the opportunity and value of the location through multiple stories, density and intensification of uses;
- Be financially feasible and achieve timely completion; and
- Add community and economic value to the project site and surrounding area.

### **III. SUPPLEMENTAL INFORMATION**

#### **Utilities and Easements**

Water and sewer lines for the Project Area are located in the adjacent street and alley right-of-ways and are not anticipated to pose any significant problems for future service. Separate from the development proposed in this RFQ/P, the City is undertaking work to remove and reinstall the sewer pipe running down Home Run Alley through the Project Area. The City Council awarded a construction contract for this project on January 30, 2014, and work will be underway soon. As directed in the draft Specific Plan, the City is in the process of planning and building a new downtown water tank and distribution mains which will bolster water service for forthcoming downtown development. The water transmission main that will supply this tank is under construction in the nearby Chinatown area now.

### **Street and Alley Right-of-ways**

The properties are located on the Fulton Mall, a pedestrian mall on the onetime site of Fresno's "Main Street." The City Administration has recommended the reintroduction of a "complete street" with vehicle and bicycle access, along with improved pedestrian amenities, in order to support greater economic activity by improving visibility and access to building frontages.

In February of this year, the City Council approved the Administration's plan to reintroduce two-way traffic to Fulton, Merced, Mariposa and Kern Streets. The Plan replaces the pedestrian Fulton Mall with an enhanced street that incorporates vehicle traffic, wide sidewalks, on-street parking, and improved functionality for special events.

Important for development proposed under this RFQ/P, the new street is designed with Kern Street continuing to be a closed, pedestrian-only space to the west of Fulton, to serve as a forecourt for the eastern entrance of Chukchansi Park, in coordination with surrounding development.

The Project, with an estimated total construction cost of approximately \$20 million, has been awarded major construction funding from the US Department of Transportation TIGER program. The City Council's action included certification of the Environmental Impact Report (EIR) for the Mall Project under the California Environmental Quality Act (CEQA); various federal environmental review processes as well as final design are underway now. Assuming a successful outcome to these processes, the Mall Project is expected to be under construction in approximately March 2015, for 12 to 18 months.

At this time all other street right-of-ways around the Project Area are improved City streets, and direct access is provided on Inyo Street Home Run Alley.

### **Zoning and Development Standards**

The Project Area and surrounding properties in this area are located in the C-4 (Central Trading) Zone District and has a land use designation of Commercial Mixed Use Level 2 in the City of Fresno General Plan.

In the draft Downtown Development Code, the parcel is in the "CBD-1" zone. Although this Code is not anticipated to be adopted until later in 2014, the Agency expects that development proposed at the Project Area must be designed to comply with the latest available draft of the Downtown Development Code to the extent such development also complies with currently applicable zoning standards. The City and developers have found that compliance with the Downtown Code is much easier when projects are designed to comply from the start, rather than redesigned midstream.

With respect to historic information for individual properties the most recent survey may be found in Appendix 2 to the Fulton Mall Reconstruction Project EIR that is available at <http://www.fresno.gov/fultonmall>. The building at 860 Fulton has been identified as appearing to be individually eligible to the National Register, California Register, and/or Local Register of Historic Resources in the Environmental Impact Report for the Fulton Mall Reconstruction Project; however, the building has not been nominated for listing.

The building at 887 Fulton has been identified as appearing to be individually eligible to the Local Register of Historic Resources in the Environmental Impact Report for the Fulton Mall Reconstruction Project; however, it has not has been nominated for listing.

**Plan Goals**

The Proposal shall be consistent with the goals of the Central Area Community Plan, Central Business District Redevelopment Project Area Plan and/or any other relevant Plans in effect when the development is ultimately submitted for approval that may be impacted by the proposed development, including goals relating to Community and Economic Development, Urban Design and Planning, and Transportation, Housing, and Public Services.

As described above, the draft Fulton Corridor Specific Plan is expected to be adopted in late 2014. A draft of this document is available at <http://fresnodowntownplans.com/resources/fcsp>. Chapter 5 of the Specific Plan describes the type of use envisioned for the Project Area, which is identified as a high priority site for development.

**Non Discrimination Requirement**

By submission of this proposal, the applicant represents that it and any subsidiary substantially owned by it, does not and will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy-related conditions, political affiliation or opinion, age or medical condition. This requirement will be part of the contract.

Any subsequent contracts or agreements shall contain similar language and include other requirements pursuant to the California Community Redevelopment Law, ABX 1 26, and AB 1484.

**IV. SUBMISSION REQUIREMENTS**

**Proposal Format/Contents**

For the purposes of this proposal, Proposers/Developers are not required to prepare detailed site plans or elevations, but rather present their firm's qualifications as well as a proposed purchase offer, a conceptual plan and design, and a business and financing plan. The following list describes the required elements of the proposal:

**Cover Letter**

Include a cover letter indicating the nature of the Proposer/Developer Team: joint venture, corporate developer, Limited Liability Corporation, franchisee, etc. The letter must include the name, address, email, telephone and fax number(s) of the company and person(s) authorized to represent the Proposer/Developer Team.

## **Table of Contents**

A Table of Contents for the material contained in the response.

## **Proposer/Developer Team Qualifications**

Describe the ownership structure and Proposer/Developer Team. Indicate past experience including level of involvement within the past five years for this specific type of project. The description of Proposer/Developer Team should include principals, other LLC partners or members, the architect, and the project general contractor, if known:

### **Principals**

- Proposer's/Developer's similar project experience, especially in downtown development.
- Individuals expected to be assigned to the project and their specific responsibilities, duties etc.
- Projects completed with contact information.

### **Other Team Members**

- Other team member's and/or partner's (such as limited or equity partners or LLC members) relevant experience.
- Individuals from the Proposer/Developer Team and/ or other partners expected to be assigned to this project and their specific responsibilities, duties etc.
- Projects completed by the team members and/or other partners with name and contact information.
- Availability of the team member(s) and/or other partners; the percentage of their current workload that would be assigned to the project.

### **Project Architecture Firm (if known)**

- If available, include commitment letter or letter of interest from the proposed Project Architecture Firm in the RFQ/P response.
- Project Architecture Firm's experience, including number of years in operation, name of architects', number of architects dedicated to downtown urban mixed-use category.
- Successful Downtown projects designed by proposed Project Architecture Firm.
- Proposed Project Architecture Firm's contact information.
- Specific individuals from the Architecture Firm expected to be assigned to this project during the development process

### **Project General Contractor (if known)**

- If available, include commitment letter or letter of interest from the proposed project general contractor in the RFQ/P response.
- Project general contractor's experience, including number of years in operation, dollar value of projects worldwide, number of projects currently under development in the downtown urban mixed use category.
- Successful downtown urban center projects completed by proposed Project General Contractor.
- Proposed project general contractor contact information.
- Specific individuals from the general contractor expect to be assigned to this project during the development process

### **Conceptual Plan Design**

- Describe the elements of the proposed project such as housing, office, retail and entertainment, and, provide as much detail as possible for each.
- Provide estimates of the total number of residential units and type (apartments/condominiums and mix of affordable/market rate); and provide estimates of space for other nonresidential uses.
- Describe the target market such as local, regional residents, tourists etc.
- Describe the conceptual plan in the context of the immediate neighborhood.
- Describe the conceptual parking plan (e.g. on-site, underground, off-site, combination).

Describe and conceptually illustrate the building envelope(s) and exterior space:

- Describe the approximate number of buildings (if more than one), height, square footage, stories etc. Describe the type of uses, the space/units per type, amenities, general location of uses within the envelope.

### **Purchase Proposal**

A primary objective of the Agency is to sell properties A1-A4, at a value no less than the appraised value with cash at close of escrow. The City intends to sell the retail portion of C1 and will consider the sale or lease of C3. Consideration will be given to the lease of space within or possibly the long-term ground lease of the parking structure (described in C1 and C2) as part of the overall deal.

- Describe financing of the purchase price.

### **Financing and Ownership**

Describe the ownership/financing structure of the proposed development, including:

- Estimated total project cost;
- Estimated construction debt;
- Estimated amount of equity contributed to project; and
- Estimated amount of permanent debt on project.

Describe the permanent financing structure of the proposed development such as:

- Conventional financing;
- New Market Tax Credits;
- Low Income Housing Tax Credits;
- Public Agency Financing.

### **Relevant Projects**

Describe the most relevant projects including the following information:

- Project description including design time and completion dates, location, size, and project costs;
- Project photographs;
- Brief description of the development team, their specific role, amount of contract; etc; and
- Reference for each project cited and contact information.

### **Response Requirements**

The total response package should not exceed thirty (30) typewritten pages for each component, excluding maps, brochures, and other exhibits which may be included with the package. Proposals shall be submitted in 8½" X 11" inch format.

### **Due Date**

All proposals are due at the offices of the Successor Agency to the Redevelopment Agency of the City of Fresno by 5:00 p.m. on July 2, 2014. Postmarks will not be accepted. **Proposals received after this deadline will not be considered.**

### **Submissions**

**One (1) unbound original and ten (10) copies of the proposal must be submitted.** Proposals must be complete and sealed. Facsimile and electronic mails copies are not acceptable and will not be considered. Proposals must be mailed or hand-delivered to:

Marlene Murphey, Executive Director  
Successor Agency to the Redevelopment  
Agency of the City of Fresno  
2344 Tulare Street, Suite 200  
Fresno, CA 93721

The Agency and the City hereby notifies all Proposers that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation or on any other basis prohibited by law.

### **Submissions are Final**

No corrections or modifications to the proposal may be made after the due date.

### **Confidentiality of Submissions**

While the Agency shall endeavor to keep any confidential information private, it reserves the right to release the name of all proposers, as well as a summary of their proposals, to the media, the public, or any party that requests it.

### **Inquiries**

Questions pertaining to the RFQ/P should be directed to Marlene Murphey in writing at the above address or via email at [Marlene.Murphey@fresno.gov](mailto:Marlene.Murphey@fresno.gov).

### **Conflict of Interest**

The Agency and the City are attempting to avoid conflict of interest or any appearance of conflict of interest. Therefore, all Proposers and their sub-consultants are required to provide a Disclosure of Conflict of Interest (see City Forms below). Provide a statement of conflict you, your firm, and/or other key staff may have regarding these services. The statement should not only include actual conflicts, but also any working relationships that may be perceived by disinterested parties as a conflict. If there is no potential conflicts of interest are identified, so state in your proposal. Complete and return Attachment B – Disclosure of Conflict of Interest as part of the RFQ/P for the Developer and each sub-consultant.

## **V. REVIEW AND SELECTION PROCEDURE**

Processing of the RFQ/P responses will be handled in the following manner:

### **Evaluation Process**

All responses to the RFQ/P will be evaluated by a Review Committee comprised of representatives from the Agency and City and may include other relevant entities.

Following the evaluation of the responses, the Review Committee may elect to interview some or all of the respondents or may otherwise seek clarification or amplification of the material submitted or may reject all proposals. The committee will make its recommendation to the Agencies.

Finalists may be asked to provide additional information such as:

- More detailed graphic presentations of a Conceptual Design for the project development;
- A detailed Scope of Work for development of project design and implementation;
- A financial analysis for the project;
- Any additional proposal information, as requested.

### **Interviews**

The Committee reserves the right to hold interviews or select a preferred proposal without interviews. The recommendation for selection will be made based on criteria related to qualifications, demonstrated experience, financial capacity, soundness and timeframe of the development proposal and capacity to perform the proposed development within the timeframe.

### **Right to Reject all Proposals**

The Committee reserves the right to reject all proposals or to waive minor irregularities. The Agency and the City have no obligation to enter into an agreement with any party in respect to purchase and development of the site as a result of their response to this offering.

The RFQ/P package contains a description of the Project Area and other matters that are deemed accurate. However, the Agency and City make no representations in respect to any factors affecting the development of the site. Prior to entering into an agreement with the Agency and City, it is assumed that the prospective firm(s) will complete their own due diligence. The cost of preparing any responses to this RFQ/P shall be borne by the respondents and shall not be reimbursed by the Agency or City.

### **Agreements to Purchase and Develop the Property**

The Agency and the City anticipate that they will utilize a Purchase/Sale and Development Agreement. The Agreement is expected to contain the

terms of purchase, scope and schedule of development, and the conveyance.

Upon the Review Committee's recommendation of a proposal and negotiation of an Agreement, the successful Proposer will be required to execute and return the Agreement in a timely manner. Should the successful Proposer fail or refuse to execute the Agreement, the Agency and the City reserve the right to withdraw the recommendation/acceptance of the Proposer and, at its discretion, accept the proposal of another Proposer.

**Other Provisions**

It is understood that the selection of a proposal and timeframe are subject to California Redevelopment Law including AB X 1 26 and 1484.

The Agency and the City hereby notify all proposers that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

**VI. ADDITIONAL INFORMATION**

**Outreach to Small Business Enterprises in Subcontracting**

The Agency and the City hereby notifies all Proposers that it is the City's policy to provide all small business enterprises, including minority, women, and disabled veteran business enterprises, equal access and opportunity for participation in the performance of all construction contracts, professional service contracts, and procurement of supplies, equipment and other services. Therefore, the Agency requests that a Proposer who intends to subcontract a portion of the work seek out small business enterprises that are potential subcontractors, suppliers, or consultants, and actively solicit their interest, capability and prices.

**Public Records**

The proposals received shall become the property of the Agencies and the City, and are subject to public disclosure. Those parts of a proposal which are defined by the Proposer as business or trade secrets as that term is defined in California Evidence Code, Section 3426.1, and are reasonably marked "Trade Secrets," "Confidential" or "Proprietary" and placed in a separate envelope shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most or their entire proposal as exempt from disclosure may be deemed non-responsive. Proposals, excluding confidential information,

will be available for review after posting of staff recommendation.

**Regulated Communication in City Procurement Process Ordinance**

The Regulated Communications in City Procurement Process Ordinance (Article 6, Chapter 4 of the Fresno Municipal Code) became effective May 7, 2004. With certain specified exceptions, the Ordinance provides that no Respondent, Bidder, Proposer (as the case may be) shall initiate, engage in, or continue any communication to or with any City elected official concerning or touching upon any matter which is the subject of this competitive procurement process.

Any Respondent, Bidder, Proposer or elected official (as the case may be) who initiates, engages in, continues in, or receives any regulated communication shall file the written disclosure required by the Regulated Communications in City Procurement Process Ordinance and the Redevelopment Improvement Act.

Any Respondent, Bidder, or Proposer violating the Regulated Communications in City Procurement Process Ordinance may be disqualified from participating in this procurement process and/or determined to be non-responsible. Additionally, the Agencies and the City may set aside the award of a contract, prior to its execution, to a party found to have violated the Ordinance.

Note: The full text of Fresno Municipal Code Chapter 4, Article 6 may be obtained by logging on to the City's website at <http://www.fresno.gov/Government/CityClerk> and clicking on "Fresno Municipal Code." Or view Fresno Municipal Code at <http://www.municode.com/Resources/gateway.asp?pid=14478&sid=5>.

**Debarment**

A Proposer who has been determined by the Agency, the City, and the City Council to be non-responsible may be debarred from bidding or proposing upon or being awarded any contract with the City or its Successor Agencies, or from being a subcontractor or supplier at any tier upon such contract, in accordance with the procedures in Resolution No. 2003-130 adopted by Council on April 29, 2003. The initial period of any such debarment shall not be less than one year or more than three years. A Proposer may request a hearing, in accordance with Resolution No. 2003-130. A copy of the Resolution may be obtained from the City Clerk's Office, 2600 Fresno Street, Fresno, California 93721.

**ATTACHMENTS:**

Attachment A	Project Area Map
Attachment B	Disclosure of Conflict of Interest
Attachment C	Bibliography



**Attachment B**

**DISCLOSURE OF CONFLICT OF INTEREST**

		<b>YES*</b>	<b>NO</b>
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Additional page(s) attached.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City state zip)

## **Attachment C**

### **BIBLIOGRAPHY**

The following reference documents are available for review online and/or at the City of Fresno, 2600 Fresno Street, Fresno, California 93721.

2025 Fresno General Plan, City of Fresno, Adopted November 19, 2002

<http://www.fresno.gov/Government/DepartmentDirectory/PlanningandDevelopment/Planning/2025FresnoGeneralPlan.htm> including:

- Exhibit A – Community Plan Changes Consistent with the 2025 Fresno General Plan, Fresno City Council Resolution Number 2002-379, November 19, 2002

Central Area Community Plan, City of Fresno, Adopted July 1989

<http://www.fresno.gov/Government/DepartmentDirectory/PlanningandDevelopment/Planning/CommunityandSpecificPlans.htm>

Zoning Ordinance and related Variety Packs, City of Fresno

<http://www.fresno.gov/Government/DepartmentDirectory/PlanningandDevelopment/Planning/ZoningOrdinance.htm>

Fresno Municipal Code (FMC)

<http://www.municode.com/Resources/gateway.asp?pid=14478&sid=5>

Successor Agency to the Redevelopment Agency of the City of Fresno/ Housing Successor Agency, Redevelopment Project Areas

<http://www.fresnorda.com/overview.html>

City of Fresno Historic Preservation website and related historical surveys

<http://www.fresno.gov/Government/DepartmentDirectory/PlanningandDevelopment/Planning/HistoricPreservation/default.htm>

About the Fulton Mall Reconstruction Project

<http://www.fresno.gov/fultonmall>

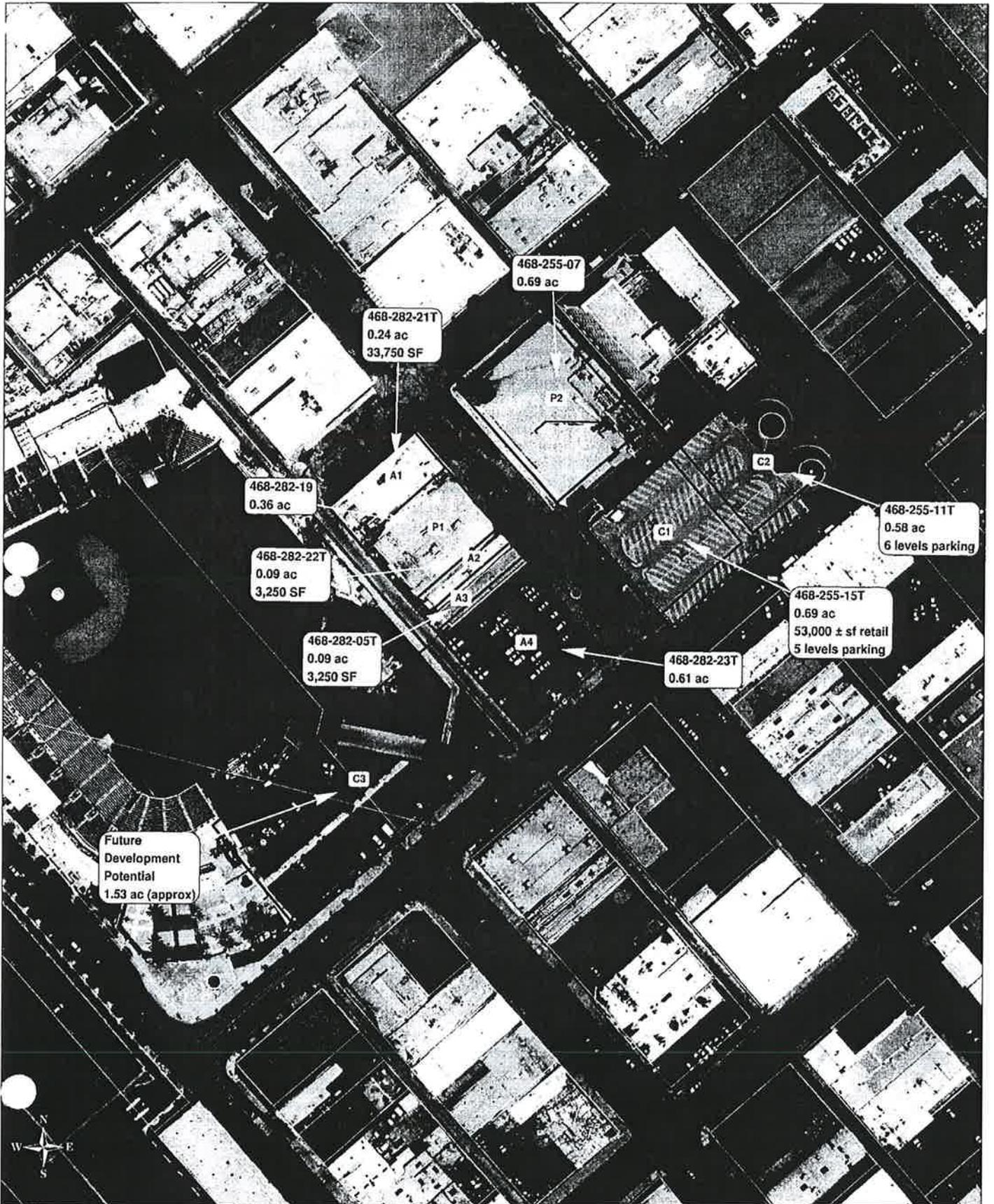
City of Fresno Fulton Corridor Specific Plan (currently being processed)

<http://fresnodowntownplans.com/resources/fcsp>

Downtown Fresno Partnership: hospitality, events, marketing, and other services for property owners funded by the PBID assessment district

<http://www.downtownfresno.org>

Attachment A  
PROJECT AREA MAP



**A1) 887 Fulton – (Assessor Parcel Number 468-282-21T):**

This parcel is zoned C-4 with a land use designation of Commercial Mixed Use level 2. It consists of 10,500 square feet of land area (70' of frontage and 150' of depth). The parcel contains a long-vacant two-story 22,500 square foot building, with a basement.

**A2) 835 Fulton – (Assessor Parcel Number 468-282-22T):**

This parcel is zoned C-4 with a land use designation of Commercial Mixed Use Level 2. It consists of 3,750 square feet of land area (25' of frontage and 150' of depth). The parcel contains a long-vacant older 3,300 square foot building, with a basement.

**A3) 829 Fulton – (Assessor Parcel Number 468-282-05T):**

This parcel is zoned C-4 with a land use designation of Commercial Mixed Use Level 2. It consists of 3,750 square feet of land area (25' of frontage and 150' of depth). The parcel contains a long-vacant older 3,300 square foot building.

**A4) Parking lot at Fulton & Inyo – (Assessor Parcel Number 468-282-23T):** The parcel is currently being utilized as a metered parking lot. It is zoned C-4 with a land use designation of Commercial Mixed Use Level 2. The parcel consists of 26,250 square feet of land area (175' of frontage and 150' of depth).

**P1) 845 Fulton – (APN 468-282-19):**

This parcel is privately owned and zoned C-4 with a land use designation of Commercial Mixed Use Level 2. It consists of 14,850 square feet of land area (99' of frontage and 150' of depth). The parcel contains a one story 15,727 square feet office building that is leased to the Social Security Administration.

**P2) 860 Fulton – (Assessor Parcel Number 468-255-07):**

This parcel is privately owned and zoned C-4 with a land use designation of Commercial Mixed Use Level 2. It consists of 30,000 square feet of land area (200' of frontage and 150' of depth). The parcel contains a 100,200 square foot retail building comprised of three (3) floors and a basement.

**C1) 830 Fulton – (Assessor Parcel Number 468-255-15T):**

This parcel is zoned C-4 with a land use designation of Commercial Mixed Use Level 2. It consists of 25,200 square feet of land area (200' feet of frontage and 150' feet depth). The parcel is improved with a six (6) story structure. The ground floor and basement contain about 53,040 square feet of retail space. Five (5) levels of parking are located above the retail space. The parking levels are integrated with and part of the adjacent parking garage described under C2.

**C2) 801 Van Ness – (Assessor Parcel Number 468-255-11T):**

This parcel is zoned C-4 with a land use designation of Commercial Mixed Use Level 2. It consists of a six (6) level parking garage and totals about 567 parking stalls when combined with the five (5) levels of integrated parking spaces described in C1. The public garage is unique in design, featuring separate spiral entrances and exits to avoid cross traffic.

**C3) 1776 Kern Street - (Assessor Parcel Numbers 468-284-45T, 43T, and 34T):**

These parcels are zoned C-4 with a land Use designation of Commercial Mixed Use Level 2. The identified C3 area consists of portions of 3 parcels and totals approximately 66,500 square feet of land area (380' feet of frontage and 175' feet depth). This part of the stadium property is improved as a street-level surface parking area and a ramp down to the field level. Area C3 is shown for its potential for future acquisition and development, in whole or in part, as part of the entire mixed use project area.



**BRUCE RUDD**  
City Manager

March 11, 2015

Marlene Murphey  
Redevelopment Administrator  
Redevelopment Agency of the City of Fresno  
[marlene.murphey@fresno.gov](mailto:marlene.murphey@fresno.gov)

Re: Lot 6 at Inyo/Fulton

Dear Marlene,

The Mayor and I are offering to purchase Lot 6 located on the northwest corner of Inyo and Fulton, APN 468-282-23T, and are willing to pay the appraisal value of \$328,000. This offer is subject to Council approval.

Please contact me at [bruce.rudd@fresno.gov](mailto:bruce.rudd@fresno.gov) or 621-7775 if you require additional information or would like to discuss this matter further.

Sincerely,

Bruce Rudd  
City Manager



**BRUCE RUDD**  
City Manager

February 11, 2016

Marlene Murphy  
Redevelopment Administrator  
Redevelopment Agency of the City of Fresno  
Marlene.Murphey@fresno.gov

Re: Successor Agency Property

Dear Marlene,

Based on the latest Department of Finance approval of the Long-Range Property Management Plan (LRPMP) and previous correspondence regarding Successor Agency property, the Mayor and I are reestablishing our offers to purchase the lots as listed below:

These offers are subject to council approval.

APN	Address	Appraised Value	Status
466-214-17T*	Kidney Lot MWC Fresno/Broadway	\$710,000	Pursue purchase
466-215-20T	Merchants Lot SEC Fresno/"H" Street	\$1,650,000 + \$10,000 Incentive	Pursue purchase
466-206-54T	NEC "H" Street/Merced Mall	\$300,000 + \$10,000 incentive	Pursue purchase
466-206-50T & 51T	Lot 2 Tuolumne and Merced Mall	\$510,000 + \$10,000 incentive	Pursue purchase
468-282-23T	Lot 6 Inyo/Fulton	\$328,000	Approved by Council, in process
466-212-13T	Lot 3A Congo Alley & Mariposa	\$70,000	Withdraw offer

\*Offer made in event that APEC declines purchase

Please contact me at Bruce.Rudd@fresno.gov or 621-7773 if you require additional information or would like to discuss this matter further.

Sincerely,

Bruce Rudd  
City Manager

**OVERSIGHT BOARD RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF FRESNO APPROVING THE SALE OF APPROXIMATELY 0.61 ACRES AT FULTON AND INYO STREETS (APN 468-282-23T) TO THE CITY OF FRESNO**

WHEREAS, pursuant to AB X1 26 (which became effective at the end of June 2011), as modified by the California Supreme Court's decision in *California Redevelopment Association, et. al. v. Matosantos, et. al.* (53 Cal. 4th 231 (2011)), the Redevelopment Agency of the City of Fresno ("Former RDA") was dissolved as of February 1, 2012 and the Successor Agency was constituted; and

WHEREAS, AB 1484 (which became effective at the end of June 2012) amended and supplemented AB X1 26 (AB X1 26 and AB 1484, together, being referred to below as the "Dissolution Act"); and

WHEREAS, pursuant to the Dissolution Act, all non-housing assets, properties, contracts, leases, books and records, buildings, and equipment of the Former RDA have been transferred to the control of the Successor Agency; and

WHEREAS, pursuant to Section 34191.5(b) of the Dissolution Act, the Successor Agency prepared a long-range property management plan (the "Plan") which addresses the disposition and use of the real properties of the Former RDA, and the Plan was adopted by the Oversight Board on July 7, 2014, and submitted to the State Department of Finance ("DOF") for approval on July 9, 2014, and is still under review by DOF; and

WHEREAS, the City of Fresno wishes to purchase 0.61 acres of real property which is identified in the Plan as Lines #36, APN 468-282-23T (the "Property") for a total price of \$328,000.00 cash at close of escrow (appraised value); and

WHEREAS, the proposed disposition was approved by the Successor Agency on February 28, 2016.

NOW THEREFORE BE IT RESOLVED BY OVERSIGHT BOARD AS FOLLOWS:

Section 1. The Oversight Board hereby approves the Purchase and Sale Agreement, substantially in the form attached hereto as Exhibit A, and directs the Executive Director to execute the Purchase and Sale Agreement on behalf of the Successor Agency, and to take all such actions as may be required to close escrow and convey the Property pursuant to the Purchase and Sale Agreement.

Section 2. Pursuant to Health and Safety Code Section 34180(j), staff of the Successor Agency is hereby authorized and directed to transmit the Purchase and Sale Agreement to the County Administrative Officer, the County Auditor-Controller.

Section 3. Pursuant to Health & Safety Code Section 34191.5(f), Oversight Board actions to implement the disposition of property pursuant to an approved Plan shall not require review by DOF.

Section 4. The Executive Director is hereby authorized and directed to do any and all things which may be necessary or advisable to effectuate this Resolution and any such actions previously taken are hereby ratified.

Section 5. This Resolution shall be effective in accordance with CRL section 34179(h).

ADOPTED by the Oversight Board this \_\_\_\_\_ day of February, 2016.

\_\_\_\_\_  
TERRY BRADLEY  
Chair of the Board

\*\*\*\*\*

I, YVONNE SPENCE, City Clerk/Clerk of the Oversight Board hereby certify that the foregoing resolution was duly and regularly adopted at a meeting of the Oversight Board for the City of Fresno as Successor Agency to the Redevelopment Agency of the City of Fresno at its meeting held on the \_\_\_\_\_ day of February, 2016, by the following vote, to wit:

AYES :  
NOES :  
ABSENT :  
ABSTAIN :

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Fresno, California, this \_\_\_\_\_ day of February, 2016.

\_\_\_\_\_  
Yvonne Spence  
City Clerk/Clerk of the Oversight Board

---

**REAL PROPERTY PURCHASE AND SALE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS**

---

THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF FRESNO, a public body, corporate and politic ("Seller" or "Successor Agency"), and THE CITY OF FRESNO, a public body, corporate and politic ("Buyer"), enter into this Real Property Purchase and Sale Agreement and Joint Escrow Instructions (the "Agreement"), effective as of the date that the Buyer has executed it and the Agency Board has approved it.

**RECITALS**

- A. The Seller owns certain real property within the Project Area, and the City of Fresno commonly known as APN 468-282-23T, Fresno, California, and more particularly described in Exhibit A, attached, (the "Property").
- B. The former Redevelopment Agency was responsible for implementing the redevelopment plan (the "Plan") governing the land area identified as the Central Business District Redevelopment Plan Area (the "Project Area"), in accordance with the California Community Redevelopment Law (Health and Safety Code Sections 33000, *et. seq.*; hereafter the "CRL"). The Plan and the CRL authorize the Agency to purchase property for redevelopment purposes.
- C. On January 26, 2012, the City Council adopted Resolution No. 2012-12 electing to serve as the Successor Agency to the Redevelopment Agency of the City of Fresno ("Successor Agency"). Pursuant to Health & Safety Code Section 34181(a) the Oversight Board ("Oversight Board") shall direct the Successor Agency to dispose of certain Property purchased by the former redevelopment agency with tax increment funds expeditiously and in a manner aimed at maximizing value.
- D. The Buyer has agreed to purchase the entire parcel as-is.
- E. The sale of the Property is contingent upon the approval of the Property Management Plan and approval by the Oversight Board and Department of Finance.
- F. The Buyer desires to purchase the Property on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

## AGREEMENT

1. **Purchase and Sale.** Seller will sell the Property to Buyer, and Buyer will purchase the Property from Seller on the terms and conditions set forth in this Agreement. Sale of these Property is subject to compliance with Community Redevelopment Law of the State (California Health and Safety code Sections 33000 *et seq*),
2. **Conditions Precedent.** Closing shall be conditioned upon performance of all of obligations in this Agreement and satisfaction of the conditions listed in Sections 2.1, 2.2, and 2.3, provided that Seller may, in Seller's sole discretion, elect to waive any such condition of Closing.
  - 2.1 **Compliance with CEQA.** The applicable lead agency shall have complied with the California Environmental Quality Act with respect to this Agreement, as applicable. The Project has been environmentally assessed and has been determined to be eligible for a Categorical Exemption under Section 15332 Class 32 of the California Environmental Quality Act (CEQA).
  - 2.2 **Environmental Assessment.** The Property is being sold in an "As is" condition. The Buyer may perform a Phase 1 Environmental Site Assessment at Buyer's cost. Seller shall provide Buyer with any copies of environmental reports pertaining to the Property in Seller's possession without any warranty as to their accuracy.
  - 2.3 Approval of this Agreement and the Property Management Plan by Successor Agency, Oversight Board, and Department of Finance.
3. **Purchase Price.** The purchase price for the Property is THREE HUNDRED, TWENTY-EIGHT THOUSAND DOLLARS (\$328,000.00) ("Purchase Price"). The Purchase Price, subject to adjustments provided in this Agreement (if any), will be paid by Buyer in cash or by wire transfer of immediately available funds at the Closing.
4. **Seller's Warranties.** Seller represents and warrants that: (a) Seller owns the Property, free and clear of all liens, licenses, claims, encumbrances, easements, leases, encroachments on the Property from adjacent Property, encroachments from the Property onto adjacent Property, and any rights of way, other than those disclosed by the public record; (b) Seller has no knowledge of any pending litigation involving the Property; (c) Seller has no knowledge of any violations of, or notices concerning defects or noncompliance with any code, statute, regulation, ordinance, judicial order, judicial holding, or other applicable law concerning the Property; (d) Seller has no knowledge of any hazardous materials or substances (as now or hereafter defined in any law, regulation, or rule) stored, discharged, or otherwise present in, on, or affecting the

Property; (e) Seller has no knowledge of any material defects in the Property; (f) the Property is currently vacant.

Seller's authority to sell the property may be subject to approval of the Oversight Board of the Successor Agency and/or the California State Department of Finance and subject to the timelines set forth in California Health and Safety Code section(s) 34170-34191.

The continued accuracy in all respects of Seller's representations and warranties shall be a condition precedent to Buyer's obligation to close. All representations and warranties contained in this Agreement shall be deemed remade as of the date of Closing and shall survive the Closing. If any of the representations and warranties are not correct at the time made or as of the Closing, Buyer may terminate this Agreement and there shall be no further liability on the part of Buyer to Seller.

5. **Opening Escrow/Escrow Deposit.** Within ten (10) business days after the execution of this Agreement by both parties, the parties will open an escrow ("Escrow") with Fidelity National Title Company at 7485 N. Palm Avenue, Suite 106, Fresno California ("Title Company"), Attention: Bernadette Watson, and Buyer shall deposit into Escrow the sum of SIXTEEN THOUSAND, FOUR HUNDRED DOLLARS (\$16,400.00) ("Deposit") to be placed in an interest bearing account. Such deposit is refundable if this agreement is not approved by the Oversight Board or the State Department of Finance.
  - 5.1 **Agreement as Joint Escrow Instructions.** This Agreement, when signed by Buyer and Seller and deposited into escrow with the Title Company, will be the parties' joint escrow instructions. Buyer and Seller will sign and deliver any other form instructions the Title Company may require that are consistent with this Agreement.
  - 5.2 **Deposits into Escrow.** Buyer and Seller will deposit all instruments, documents, money, and other items into escrow with the Title Company that (i) this Agreement identifies or (ii) the Title Company may require that are consistent with the terms and purposes of this Agreement, and necessary to Closing. Within thirty (30) days after the Oversight Board and the Successor Agency Board approve this Agreement, Seller will deposit into the escrow with Title Company, or will conditionally deliver to Buyer, a recordable grant deed duly executed and acknowledged before a notary public, and accompanied by documentation reasonably necessary to establish the authority of any signatory executing such deed on behalf of Seller.
  - 5.3 **Title.** Seller will convey title of the Property to Buyer free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, leases or agreements, except those agreed to in writing by Buyer.
  - 5.4 **Title and Closing Costs.** Seller will pay any costs of clearing and conveying title in the condition described in Section 5.3. Buyer will pay the cost of a CLTA or

ALTA owner's title policy insuring Buyer's title in the condition described in Section 5.3. Escrow fees, costs to record the grant deed, etc., shall be split equally between Buyer and Seller.

- 5.5 **Closing.** The escrow will be considered closed ("Closing" or "Close" or the "Closing Date") on the date that the Title Company records the grant deed. The escrow will be in condition to Close when all conditions to Close are satisfied or waived, the Title Company is prepared to issue the title policy described herein, and the Title Company is otherwise able to record the grant deed. Unless extended by the mutual consent of the parties, the escrow and this Agreement shall terminate if Closing does not occur within one hundred and eighty (180) days following final execution of this Agreement (including attestation by the Clerk) (the "Outside Closing Date"). Seller's Executive Director is authorized to agree to administratively extend this Agreement as necessary to accommodate satisfaction of conditions precedent. Upon termination of the escrow, the Title Company will return all funds, including the Deposit, and documents to the respective depositor, less any termination fee if applicable, and this Agreement will be of no further effect except as herein provided. Notwithstanding the foregoing, Buyer shall have the right to extend the Outside Closing Date for up to two (2) extension periods of forty-five (45) days each by providing written notice to the Seller along with making an additional deposit of \$2,500.00 for each extension, such additional deposits to be applicable to the Purchase Price but refundable only in the event of a Seller Default.
- 5.6 **Recordation.** At Closing, Title Company shall date the grant deed, and all other undated documents in escrow, with the date of Closing, and the Title Company shall record the grant deed, performance deed of trust and all other documents necessary to the Closing.
- 5.7 **Disbursements.** At Closing, Title Company shall disburse the Purchase Price, less Seller's costs to clear title (placing it in the condition set forth in Section 5.3), prorations, and other costs, if any, to Seller, when Title Company is committed to issue a standard CLTA or ALTA owner's title insurance policy to Buyer insuring its fee title in the condition set forth in Section 5.3, above, for the Purchase Price or such lesser amount as Buyer may designate.
- 5.8 **Risk of loss.** Any loss or damage, to the Property or any improvements on it, before Closing is at Seller's risk.
- 5.9 **Broker.** Neither party engaged a broker for this transaction.
6. **Delivery of Possession.** Seller shall deliver exclusive possession of the Property at Closing.

7. **Buyer's Right to Enter and Inspect the Property.** Buyer shall have the right to enter, inspect, and conduct any due diligence tests on the property that Buyer deems advisable. Seller grants Buyer, and/or Buyer's agents, the right, upon 24 hours notice, to enter onto the Property to conduct tests and investigations, if all the following occur: (a) Buyer conducts tests and investigations at its sole cost and expense; (b) the tests and investigations do not unreasonably interfere with Seller's possession.
8. **Damage, Destruction, Condemnation.** If the improvements on the Property are destroyed or materially damaged or if condemnation proceedings are commenced against the Property between the date of this Agreement and the Closing, Buyer may terminate this Agreement. If Buyer, however, elects to accept the Property, all proceeds of insurance or condemnation awards payable to Seller by reason of the destruction, damage, or condemnation shall be paid or assigned to Buyer; Seller shall also pay to Buyer the amount of any deductible and coinsurance under any policy. In the event of nonmaterial damage to the Property, which damage Seller is unwilling to repair prior to Closing, Buyer shall have the right either to terminate this Agreement or accept the Property in its then existing condition, in which case Buyer shall be entitled to a reduction in the Purchase Price to the extent of the cost of repairing the damage. If Buyer elects to terminate this Agreement pursuant to this Section, escrow shall terminate and neither party shall have any further duties or responsibilities under this Agreement.
9. **Miscellaneous Provisions.**
  - 9.1 **Further Assurances.** Each party will sign and deliver further documents, or take any further actions required to complete the purchase and sale described herein.
  - 9.2 **Notices.** All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed delivered: (a) on the date of service if served personally on the person to receive the notice, (b) on the date deposited in the U.S. mail, if delivered by depositing the notice or communication in the U. S. mail, postage prepaid, and addressed to the relevant party at the address set forth below, (c) on the date of transmission if delivered by facsimile, to the number provided below, that provides a transmission confirmation showing the date and time transmitted, or (d) on the date of transmission if delivered electronically via email and showing the date and time transmitted.

**To Seller:**  
SUCCESSOR AGENCY TO THE REDEVELOPMENT  
AGENCY OF THE CITY OF FRESNO, a public body  
corporate and politic

Attention: Executive Director  
2344 Tulare Street, Suite 200  
Fresno, CA 93721  
Phone No.: 559.621-7600  
Fax No.: 559.498.1870

**To Buyer:**  
CITY OF FRESNO, a public body corporate and politic  
Attn: Bruce Rudd, City Manager  
2600 Fresno Street  
Fresno, CA 93721-3601  
Phone No.: 559.621.7775

- 9.3 **Entire Agreement.** Each Exhibit referred to in this Agreement is by that reference incorporated into and made a part of this Agreement. This Agreement is the entire agreement between the parties regarding the purchase and sale of the Property, and supersedes all prior discussions, negotiations, commitments or understanding, written or oral.
- 9.4 **Amendment or Cancellation.** Buyer and Seller may amend or cancel this Agreement only by mutual written consent of the parties, unless otherwise expressly provided herein.
- 9.5 **Successors and Assigns.** This Agreement is binding upon and shall inure to the benefit of each party, and each party's heirs, successors, assigns, transferees, agents, employees or representatives. The Buyer may assign this agreement and its rights hereunder without the consent of Seller.
- 9.6 **Time of the Essence.** Time is of the essence of each term in this Agreement.
- 9.7 **Attorneys' Fees.** If any party to this Agreement or the Title Company begins any action, proceeding, or arbitration arising out of this Agreement, then as between Buyer and Seller, the prevailing party shall be entitled to receive from the other party, besides any other relief that may be granted, its reasonable attorneys' fees, costs, and expenses incurred in the action, proceeding, or arbitration.
- 9.8 **Governing Law.** This Agreement and the legal relations between the parties shall be governed by and construed according to California law. Venue for the

filing of any action to enforce or interpret this Agreement or any rights and duties hereunder shall be in Fresno, California.

- 9.9 **Headings.** The section headings in this Agreement are for convenience only. The headings are not part of this Agreement and shall not be used to construe it.
- 9.10 **Waiver.** If Buyer or Seller waives a breach of any provision herein, the waiver will not be a continuing waiver. The waiver will not constitute a waiver of any subsequent breach, or a waiver of a breach of any other provision hereof.
- 9.11 **Severability.** The provisions of this Agreement are severable. The invalidity or unenforceability of any provision in this Agreement will not affect the other provisions.
- 9.12 **Interpretation.** This Agreement is the result of the combined efforts of the parties. If any provision of this Agreement is found ambiguous, the ambiguity will not be resolved by construing this Agreement in favor or against any party, but by construing the terms according to their generally accepted meaning.
- 9.13 **Precedence of documents.** If any conflict exists between the body of this Agreement and any Exhibit or Attachment to it, the provisions of the body of this Agreement will control and take precedence over the Exhibit or Attachment.
- 9.14 **Counterparts.** This Agreement may be executed in counterparts, each of which when executed and delivered will be deemed an original, and all of which together will constitute one instrument. Facsimile or electronic copy signatures shall be deemed as valid and binding as original signatures.
- 9.15 **Survival.** All representations and warranties, indemnifications, and other provisions which, by their nature are intended to continue, shall survive Closing and delivery of the grant deed.
- 9.16 **Seller's Default and Buyer's Remedies.** If the sale of the Property is not consummated due to Seller's material default hereunder that is not cured within five (5) business days of Notice from Buyer of Default, then Buyer shall have the right, to elect, as its sole and exclusive remedy, to either (a) terminate this Agreement by written notice to Seller, promptly after which the Deposit shall be returned to Buyer, (b) waive the default and proceed to close the transaction contemplated herein. Notwithstanding anything to the contrary contained herein, Seller shall not be deemed in default unless and until Buyer provides Seller with written notice of such default and Seller fails to cure such default within five (5) business days of its receipt of such written notice.

IN WITNESS WHEREOF the Seller and Buyer have signed this Agreement on the dates set forth below.

**BUYER:**

**CITY OF FRESNO, a public body corporate and politic**

By: \_\_\_\_\_  
Bruce Rudd, City Manager

Dated: \_\_\_\_\_, 20\_\_

**SELLER:**

**SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF FRESNO, a public body corporate and politic**

By: \_\_\_\_\_  
Marlene Murphey, Executive Director

Dated: \_\_\_\_\_, 20\_\_

The Successor Agency to the Redevelopment Agency of the City of Fresno has signed this Agreement pursuant to authority granted on \_\_\_\_\_, 20\_\_

**ATTEST:**  
**YVONNE SPENCE, CMC**  
City Clerk and Ex-officio Clerk

By \_\_\_\_\_  
Deputy

Dated: \_\_\_\_\_, 20\_\_

**APPROVED AS TO FORM:**  
**DOUGLAS T. SLOAN**  
City Attorney and Ex-officio Attorney

By \_\_\_\_\_  
Deputy

Dated: \_\_\_\_\_, 20\_\_

**Attachments:**

**Exhibit A: Legal Description**

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 468-282-23T**

**THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:**

Lot 10 and the Northwest  $8 \frac{1}{3}$  feet of Lot 11 in Block 74 of the Town of Fresno, in the City of Fresno, County of Fresno, State of California, according to the map recorded in Book 1 Page 2 of Plats, Fresno County Records.

Lots 12 and 13 and the Southeasterly  $16 \frac{2}{3}$  feet of Lot 11 in Block 74 of the Town (now city) of Fresno, County of Fresno, State of California, as per map recorded in Book 1 Page 2 of Plats, Fresno County Records.

Lots 14, 15 and 16 in Block 74 of the Town of Fresno, in the City of Fresno, County of Fresno, State of California, according to the map recorded in Book 1 Page 2 of Plats, Fresno County Records.

Contains an area of 26,250 square feet, more or less.