



**REQUEST FOR PROPOSAL  
SURPLUS LAND PUBLIC SALE, LEASE, OR EXCHANGE**

**A. INTRODUCTION**

**1. Purpose**

The City of Arvin is seeking proposals for the purchase of certain surplus properties. At the April 27, 2021 City meeting, the City Council for the City of Arvin approved Resolution 2021-27 and Exhibit A thereto, which listed ten (10) Successor-Agency Owned Real properties as surplus. The minutes from the meeting were approved on May 13, 2021.

In compliance with the procedures set forth in the Surplus Land Act, Notice that the City intended to sell the surplus properties was sent on September 13, 2021 to the Department of Housing and Community Development (“HCD”), local public entities within the jurisdiction where the surplus land is located, and housing sponsors who had notified HCD of their interest in surplus land for developing affordable low- and moderate-income housing. (Gov. Code § 54222.) Because the City only received Written Notice of Interest related to one (1) surplus designated property within 60 days, the City may issue a Request for Proposal (“RFP”) to the general public in order to sell, lease, or transfer the other nine (9) Surplus Properties to a private individual or business. (Gov. Code § 54233.)

**2. Submission Process**

Your Proposal for acquiring the surplus property from this Request for Proposals shall be delivered to:

City of Arvin  
Attn: City Manager  
200 Campus Drive  
Arvin, CA 93203

You may also direct any questions you may have to [jeffjones@arvin.org](mailto:jeffjones@arvin.org) or by calling 661-854-3134. Those submitting a Proposal are advised to review the requirements set forth in Title 5, Division 2, Part 1, Chapter 5, Article 8 of the Government Code to ensure compliance and understanding of surplus land.

**3. Timeline**

If you are interested in purchasing surplus property, your Proposal must be submitted by 5 pm on Thursday, March 10, 2022. Proposals should include six (6) physical copies of all documents and a USB drive containing the complete Proposal packet by the deadline stated above.

**Offers received after the deadline will not be considered.**

## **B. GENERAL INFORMATION**

### **1. Land Use Regulations**

The Property's existing use and zoning regulations are found in Exhibit A attached hereto. All Purchaser's must adhere to all existing land use and zoning laws. If a Purchaser's intended use falls outside the existing land and zoning of the City or County, the development plan must include details showing the change can be obtained through a Conditional Use Permit or other applicable means or the proposal may be rejected. Purchasers should do their own research to ensure compliance with City, County, State, public agencies, utilities, title companies, and others when evaluating the intended use.

### **2. Subdivision**

If the Purchaser intends to subdivide the parcel to create more than one development parcel, a proposed subdivision parcel map should be included.

### **3. Utilities**

Purchaser is responsible for verifying all information regarding the availability of access to utilities on the Property.

### **4. California Environmental Quality Act**

Purchaser is responsible for researching the condition of the Property, including environmental issues. If environmental issues exist, the Purchaser should include the measures it could take to mitigate or correct to ensure compliance.

### **5. Fees**

All related costs and fees associated with compliance with the terms in the Request for Proposals will be on the Purchaser.

## **C. REGULATORY REVIEW**

### **1. Preliminary Title Report**

A preliminary title report on the Property has not been prepared..

### **2. As-Is Conveyance**

The Property is offered "As Is," without any representation to warranties other than the City's ability to transfer title to the Purchaser upon the close of title. The Purchaser is responsible for



performing its own research to investigate environmental concerns, property boundaries, hazards, topography, and the like.

#### **D. PROPERTY DESCRIPTION**

The City of Arvin may offer the properties for sale at the same time or different times and as a result, each property may have different proposal due dates. All ten (10) surplus properties encompassing the Request for Proposal have different property descriptions and are attached as Exhibit B hereto. If a Purchaser wishes to put in multiple Proposals, an entire completed packet must be submitted for each Property as they are all separate agreements. A cover letter stating the Purchaser's interest in multiple properties and priority of properties with any contingencies is required.

#### **E. PROPOSAL TERMS, CONDITIONS, AND REQUIREMENTS**

##### **1. Required Information**

All respondents must complete the Proposal Form (Exhibit C attached hereto) for each surplus property you are submitting a Proposal for and all required documents attached to the proposal packet. Additional attachments providing clarification or explanation or documents you want include for consideration may be added.

##### **Documents and information requested includes:**

- Proposal Form (Exhibit C attached hereto)
- Purchaser's name, address, telephone number, business and title (if applicable);
- Proposed purchase terms (price, terms, escrow company requested, type of escrow, etc.)
- Proposed land use, comprehensive development plan, conceptual site plan;
- Purchaser's financing for the proposed project; and
- Financial data establishing sufficient ability to perform, certified financial statements independently prepared, and federal and state taxes from the previous three years. A credit history may be requested.

##### **2. Transaction Options**

Proposals for purchase, lease, lease with option to purchase, or exchange will be considered. If necessary, the City will provide a letter of interest to negotiate. Upon selection of a Proposal, the terms and conditions will be reduced to writing in the form of a Purchase and Sale Agreement.

- **Purchase**

Each Proposal for purchase shall include an acknowledgement that the Property is subject to the Proposal, price, terms, interest, contingencies, and special provisions. Each Property has a

covenant or restriction that states if ten (10) or more residential units are developed on the property than no less than fifteen percent (15%) of the total number of residential units developed on the property shall be sold or rented at affordable housing cost or affordable rent, to lower income households. (Gov. Code §§ 34233, 54233.5.)

- **Lease**

A Proposal for a lease or lease with an option to purchase shall include the proposed use, terms in years, rent payment and terms, insurance coverage, taxes, improvements, alterations, repairs, total or partial destruction, remedies for default and other standard lease terms. The lease shall contain provisions for rent adjustments based on fair rental value at minimum intervals of five (5), ten (10), and fifteen (15) years. If the proposed lease allows for assignment or subletting, the terms of selecting a new tenant must be included.

- **Exchange**

A Proposal to exchange property with the City shall state the identifying information including the address, APN, current appraised value, and other information provided by the City pertaining to the surplus property as shown in Exhibit B. The terms customary to exchange of property shall be followed.

- **Multiple Proposals**

The City of Arvin may accept multiple proposals for each surplus property and will review all accepted proposals. The City reserves the right to select the preferred proposal.

## **F. PRICING AND TERMS**

### **1. Minimum Price**

The Properties minimum price is listed on Exhibit A, and Proposals must meet or exceed the minimum price for consideration. The sales price of surplus real property should be based on the fair market value of the Property. If the submitted Proposal is lower than appraised fair market value, the City may accept the lower price if it determined to be in the public's best interest to dispose of the Property.

An appraisal of the Properties set forth a base line fair market value to determine the minimum price the City is willing to accept for purchase or exchange.

### **2. Deposit**

An Initial Deposit equal to five percent (5%) of the gross Proposed purchase price or lease agreement shall be submitted when the Proposal is turned in and shall be in the form of a cashier



check held by the City until the Purchase and Sales Agreement is finalized. If the Proposal is not selected or the parties cannot agree upon the terms, the City will return the Initial Deposit.

For purchases or exchanges, a Second Deposit equal to fifteen percent (15%) shall be paid at the Opening of Escrow. Both the Initial Deposit and Second Deposit, totaling twenty percent (20%) will be held in Escrow account and applied towards the Purchase Price at the Close of Escrow. The Deposits will only be refunded if the Seller defaults or closing conditions cannot be met.

### **3. Agreement**

A purchase and sales agreement, lease agreement, lease with option to purchase agreement, or exchange agreement shall be executed within thirty (30) days of the City Council approval. If an agreement cannot be reached within that time, termination is presumed, unless the Council votes to extend the acceptance.

### **4. Escrow**

Escrow shall be set thirty (30) days from the execution of the Purchase and Sales Agreement, unless otherwise agreed by the parties and shall close as soon as possible. If a particular title or escrow company or type of title policy is preferred, the Proposal must clearly state it.

### **5. Interest**

In the event of a delay in closing, the Purchaser shall pay interest on the purchase price equal to three-and-a-half percent (3.5%) for each month of delay.

### **6. Return of Deposit(s)**

The City shall return the deposit(s) if the City defaults, closing conditions cannot be met, or the title is defective.

## **G. ADDITIONAL TERMS AND CONDITIONS**

### **1. Indemnification**

By submitting a Proposal, the Purchaser shall be deemed to waive any claim or cause of action against the City and its agents for failure to follow provisions of the Government Code regarding surplus property. The Purchaser indemnifies and holds harmless the City and its agents against any and all claims, obligations, investigations, reviews, or research arising from the RFP process and title acquisition such as parcel map creation or subdivision plans, expenses included creating the Proposal, attorney's fees and costs of defending action and/or proceedings, and any award of damages adjudicated during this process. The indemnification shall become part of the purchase and sales agreement, lease agreement, lease to purchase agreement, or exchange agreement.

## **2. Commissions**

The City is not obligated or responsible for paying any portion of the Purchaser's real estate fees or commissions incurred as a result of the RFP process.

## **3. Disclosures**

The City retains the right to reject any and all Proposals. The City retains the right to suspend the RFP process prior to the deadline listed on the RFP. If an RFP is suspended, all submissions would be deemed void.

## **4. Confidentiality**

Each Proposal is considered confidential until an agreement is finalized. After the agreement is finalized, Proposals and Agreements are available for public inspection.

### **H. Exhibits**

- A. Successor Agency-Owned Real Properties Declared as Surplus
- B. Details for Surplus Property
- C. Proposal Form



**EXHIBIT A**

City of Arvin

Successor Agency-Owned Real Properties Declared as Surplus

Per Resolution 2021-27 dated April 27, 2021

	<b>APN</b>	<b>SQUARE FOOT</b>	<b>ACRES</b>	<b>EXISTING USE</b>	<b>ZONING</b>	<b>MINIMUM PRICE*</b>
1	190-270-01	5,880 SF	0.135	VACANT	C-2	24,100
2	190-270-03	8,921 SF	0.205	VACANT	C-2	19,400
3	190-270-05	32,959 SF	0.766	VACANT	C-2	121,961
4	190-270-06	176,001 SF	4.04	VACANT	C-2	350,738
5	190-250-03	78,500 SF	1.80	VACANT	C-2	314,000
6	190-250-04	87,121 SF	1.89	VACANT	C-2	348,484
7	190-250-05	90,332 SF	2.07	VACANT	C-2	361,238
8	191-010-01	16,569 SF	0.38	VACANT	C-2	161,000
9	192-110-16	7,142 SF	0.164	VACANT	R-1	15,525

\* This is the appraised value of the property from a report dated January, 2014 which will be made available to interest parties upon request.



**EXHIBIT B**  
 Details for Surplus Property  
 Request for Proposals

**PROPERTY #1**

<b>Address</b> BEAR MTN BLVD	<b>APN</b> 190-270-01
<b>Current General Plan Designation</b>	<b>Current Zoning Designation</b> C-2
<b>Existing Use / Vacancy</b> VACANT	<b>Value of Property and Appraisal Date</b> 24,100 (2014)
<b>Minimum Units per Acre</b>	<b>Maximum Units per Acre</b>
<b>Minimum Asking Price</b> 24,100	<b>Conditions, Covenants, or Restrictions</b>
<b>Size Square Foot // Acres</b> 5,880 SF // ~ 0.135 Acres	<b>Other Property Information</b>

**PROPERTY #2**

<b>Address</b> BEAR MTN BLVD	<b>APN</b> 190-270-03
<b>Current General Plan Designation</b>	<b>Current Zoning Designation</b> C-2
<b>Existing Use / Vacancy</b> VACANT	<b>Value of Property and Appraisal Date</b> 19,400 (2014)
<b>Minimum Units per Acre</b>	<b>Maximum Units per Acre</b>
<b>Minimum Asking Price</b> 19,400	<b>Conditions, Covenants, or Restrictions</b>
<b>Size Square Foot // Acres</b> 8,921 SF // ~ 0.205 Acres	<b>Other Property Information</b>



**PROPERTY #3**

<b>Address</b> BEAR MTN BLVD	<b>APN</b> 190-270-05
<b>Current General Plan Designation</b>	<b>Current Zoning Designation</b> C-2
<b>Existing Use / Vacancy</b> VACANT	<b>Value of Property and Appraisal Date</b> 121,961 (2014)
<b>Minimum Units per Acre</b>	<b>Maximum Units per Acre</b>
<b>Minimum Asking Price</b> 121,961	<b>Conditions, Covenants, or Restrictions</b>
<b>Size Square Foot // Acres</b> 32,959 SF // ~ 0.766 Acres	<b>Other Property Information</b>

**PROPERTY #4**

<b>Address</b> BEAR MTN BLVD	<b>APN</b> 190-270-06
<b>Current General Plan Designation</b>	<b>Current Zoning Designation</b> C-2
<b>Existing Use / Vacancy</b> VACANT	<b>Value of Property and Appraisal Date</b> 350,738
<b>Minimum Units per Acre</b>	<b>Maximum Units per Acre</b>
<b>Minimum Asking Price</b> 350,738	<b>Conditions, Covenants, or Restrictions</b>
<b>Size Square Foot // Acres</b> 176,001 SF // ~ 4.04 Acres	<b>Other Property Information</b>



**PROPERTY #5**

<b>Address</b> BEAR MTN BLVD	<b>APN</b> 190-250-03
<b>Current General Plan Designation</b>	<b>Current Zoning Designation</b> C-2
<b>Existing Use / Vacancy</b> VACANT	<b>Value of Property and Appraisal Date</b> 314,000 (2014)
<b>Minimum Units per Acre</b>	<b>Maximum Units per Acre</b>
<b>Minimum Asking Price</b> 314,000	<b>Conditions, Covenants, or Restrictions</b>
<b>Size Square Foot // Acres</b> 78,500 SF // ~ 1.80 Acres	<b>Other Property Information</b>

**PROPERTY #6**

<b>Address</b> BEAR MTN BLVD	<b>APN</b> 190-250-04
<b>Current General Plan Designation</b>	<b>Current Zoning Designation</b> C-2
<b>Existing Use / Vacancy</b> VACANT	<b>Value of Property and Appraisal Date</b> 348,484 (2014)
<b>Minimum Units per Acre</b>	<b>Maximum Units per Acre</b>
<b>Minimum Asking Price</b> 348,484	<b>Conditions, Covenants, or Restrictions</b>
<b>Size Square Foot // Acres</b> 81,121 SF // ~ 1.89 Acres	<b>Other Property Information</b>

**PROPERTY #7**

<b>Address</b> BEAR MTN BLVD	<b>APN</b> 190-250-05
<b>Current General Plan Designation</b>	<b>Current Zoning Designation</b> C-2
<b>Existing Use / Vacancy</b> VACANT	<b>Value of Property and Appraisal Date</b> 361,238 (2014)
<b>Minimum Units per Acre</b>	<b>Maximum Units per Acre</b>
<b>Minimum Asking Price</b> 361,238	<b>Conditions, Covenants, or Restrictions</b>
<b>Size Square Foot // Acres</b> 90,332 SF // ~ 2.07 Acres	<b>Other Property Information</b>

**PROPERTY #8**

<b>Address</b> BEAR MTN/COMMANCHE	<b>APN</b> 191-010-01
<b>Current General Plan Designation</b>	<b>Current Zoning Designation</b> C-2
<b>Existing Use / Vacancy</b> VACANT	<b>Value of Property and Appraisal Date</b> 161,000 (2014)
<b>Minimum Units per Acre</b>	<b>Maximum Units per Acre</b>
<b>Minimum Asking Price</b> 161,000	<b>Conditions, Covenants, or Restrictions</b>
<b>Size Square Foot // Acres</b> 16,569 SF // ~ 0.38 Acres	<b>Other Property Information</b>



**PROPERTY #9**

<b>Address</b> 816 SYCAMORE ST	<b>APN</b> 192-110-16
<b>Current General Plan Designation</b>	<b>Current Zoning Designation</b> R-1
<b>Existing Use / Vacancy</b>	<b>Value of Property and Appraisal Date</b> 15,525 (2014)
<b>Minimum Units per Acre</b>	<b>Maximum Units per Acre</b>
<b>Minimum Asking Price</b> 15,525	<b>Conditions, Covenants, or Restrictions</b>
<b>Size Square Foot // Acres</b> 7,142 SF // ~ 0.164 Acres	<b>Other Property Information</b>



**EXHIBIT C**

Proposal Form for City of Arvin  
Surplus Property – Purchase / Lease / Exchange

**Property Address:** Enter Address

**Parcel Number:** Enter APN

**Instructions**

Purchaser shall complete this Proposal Form and attach requested supporting documents that complies with this Request for Proposals. By submitting this form and supporting documents, the Purchaser agrees to the terms set forth in this RFP.

**Purchaser Information:**

Name:	Enter Name	Business:	Enter Business Name
Address:	Enter Address	Phone:	Enter Phone
City, State, Zip:	Enter City, State, Zip	Email:	Enter Email
EIN or SSN:	Enter EIN/SSN		
Type:	Individual	Partnership	LLP/LLC
		Corporation	Government
			Non-Profit
Title/Escrow Company Requested:	Enter Name		
Type of Title Policy Requested:	Enter Type		

**Proposal Checklist:**

- Proposal Form w/ signature and six (6) copies.
- Purchaser’s Proposal with all terms, conditions, and requirements included
- Purchaser’s Financials including
- Statement of qualifications and agreement to comply
- Initial Deposit equal to five percent (5%) the purchase price in a cashier’s check made payable to the City of Arvin
- The proposed purchase price shall be listed in words and figures for clarity.

By submitting this Proposal, Purchaser acknowledges, accepts, and agrees to the terms and conditions set forth in the City of Arvin Request for Proposals pertaining to the surplus property designated as such as of April 27, 2021. Purchaser agrees to deliver the Second Deposit after negotiations are finished and the Purchase and Sales Agreement (or lease, lease with option to purchase, or exchange agreement) is signed. Purchaser understands and accepts the City’s deposit and refund policy. Purchaser understands that the Property will be taken “As Is” and the City does not guarantee anything outside the terms of this Agreement and subsequent Agreements pertaining to this Property.

Signature: **Click or tap here to enter text.**

Name: Print Name Here