



AGENDA

CITY OF SEASIDE
CITY COUNCIL/SUCCESSOR
AGENCY TO THE
REDEVELOPMENT AGENCY

REGULAR MEETING
440 HARCOURT AVE (COUNCIL CHAMBER)
Thursday, September 19, 2024
5:00 PM

NOTICE: *The City Council will hold its public meetings in person, with a virtual option for public participation based on availability. The City of Seaside utilizes Zoom tele-conferencing technology for virtual public participation; however, we make no representation or warranty of any kind, regarding the adequacy, reliability, or availability of the use of this platform in this manner. Participation by members of public through this means is at their own risk.*

1. To view this meeting: Please click on the following link to the City of Seaside YouTube Channel: <https://www.youtube.com/c/CityofSeasideCalifornia>
2. To view or participate this meeting: Using the Zoom application on your smart phone, laptop, tablet or desktop and click on this link: <https://ci-seaside-ca-us.zoom.us/j/81936832059>
WEBINAR ID: 819 3683 2059
3. To listen or participate by phone: Please call (669) 900-9128
Enter the **WEBINAR ID:** 819 3683 2059 when prompted. There is no participate code – press the pound sign # after the recording prompts you.
4. To make public comment, the following options are available:
Before the Meeting via Email: Written comments can be emailed to CityClerk@ci.seaside.ca.us Include the following subject line: "Public Comment Item #____" (insert the agenda item number relevant to your comment). Written comments must be received by 2:00 p.m. on the day of the meeting.

During the Meeting: When the Chair calls for public comment, members of the public participating in person and wishing to address the City Council may approach the podium when the Chair calls for public comment.

When the Chair calls for public comment, members of the public participating on Zoom and wishing to address the City Council can queue to speak with the "Raise Hand" feature. On the Zoom application, click the "Raise Hand" button. On the phone, press *9 to "Raise Hand"; press *6 to unmute.

5. In accordance with the City's Remote Meeting Participation Policy for Public Comment: The City of Seaside reserves the right to refuse, limit, and/or revoke use of video conferencing technology and the option for virtual public participation. Granting use of the virtual participation in no way constitutes an endorsement of any person or group to display hateful conduct, including sending or posting hateful images, making violent threats, or targeting others with hateful or abusive speech. The City may remove any participant that violates its agreement or applicable policy with proper notice as outlined in the conditions of use/meeting access.

1. CALL TO ORDER

2. ROLL CALL – ESTABLISHMENT OF QUORUM

Ian N. Oglesby	Mayor/Chair
David R. Pacheco	Mayor Pro Tem/Vice Chair
Alexis Garcia-Arrazola	Council/Agency Member
Rita Burks	Council/Agency Member
Alex Miller	Council/Agency Member

3. INVOCATION AND PLEDGE OF ALLEGIANCE

4. REVIEW OF AGENDA

If there are any items that arose after the 72-hour posting deadline, this is the point in the meeting where a vote may be taken to add the item to the agenda. (A 2/3-majority vote is required).

5. PUBLIC COMMENT

Members of the public wishing to address the City Council on matters within the jurisdiction of the City of Seaside, but not on this agenda, may do so during the Public Comment period for up to three (3) minutes. Public Comments for "Presentations" on this agenda are also taken at this time; comments on specific agenda items are heard under that item. For the public record, please state your name.

6. PUBLIC AGENCY COMMUNICATIONS

This is a time specifically set aside for representatives of public agencies to make brief comments of general interest to the City Council and the community.

A. SEASIDE CITY NEWS BROADCAST OF UPCOMING CITYWIDE EVENTS AND COMMUNITY ANNOUNCEMENTS

7. CLOSED SESSION

Pursuant to Government Code Section 54956 et seq., the City Council and Successor Agency to Redevelopment Agency may adjourn to a Closed Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City Attorney. Public comments on these items are taken after being read by the City Attorney. For the public record, please state your name.

A. PUBLIC EMPLOYMENT PURSUANT TO GOVERNMENT CODE 54957

Position: City Attorney

B. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE 54956.9 (D)(2)

One Matter of Potential Litigation

8. PRESENTATIONS

A. PRESENT A PROCLAMATION POSTHUMOUSLY TO THE FAMILY OF WILLIAM "JODY" GULLEY, JR. (KEE HYON HIGGINS, RECREATION SUPERINTENDENT)

B. CAR WEEK AFTER ACTION REPORT (DAN MEEWIS, RECREATION DIRECTOR)

9. CONSENT AGENDA

A. APPROVE MINUTES FROM SEPTEMBER 5, 2024

RECOMMENDATION: Approve minutes as provided in the agenda packet.

B. APPROVE A PROCLAMATION DESIGNATING SEPTEMBER 23 TO SEPTEMBER 27, 2024, AS STORMWATER AWARENESS WEEK

RECOMMENDATION: Approve a proclamation designating September 23 to September 27, 2024, as stormwater awareness week in the City of Seaside.

C. APPROVE A FEE WAIVER FROM SUSTAINABLE SEASIDE FOR THE USE OF LAGUNA GRANDE HALL FOR THE CANDIDATE FORUM ON SEPTEMBER 30, 2024, FOR THE NOVEMBER 5, 2024, GENERAL MUNICIPAL ELECTION

RECOMMENDATION: Approve the fee waiver request from Sustainable Seaside for the use of Laguna Grande Hall to hold their Candidate Forum on September 30, 2024, for November 5, 2024 Seaside Mayoral and Council election for the amount of \$417.13.

D. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM CENTRAL COAST HIGH SCHOOL FOR A WORK TO LEARN PROGRAM

RECOMMENDATION: Approve a request from Central Coast High School for a donation of \$3,000.00 from the Mayor's Youth Fund for the costs associated with

their Work to Learn Program.

E. ADOPT A RESOLUTION AUTHORIZING AN AGREEMENT WITH SEASIDE COUNTY SANITATION DISTRICT (SCSD) FOR REIMBURSEMENT OF CONSTRUCTION COSTS FOR REPAIR TO THE SANITARY SEWER MAIN IN THE FISCAL YEAR 2023 PAVEMENT REHABILITATION PROJECT

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute an agreement with the Seaside County Sanitation District (SCSD) for reimbursement of construction costs for the repair of the sanitary sewer main included in the City of Seaside's FY 2023 Pavement Rehabilitation Project.

F. ADOPT A RESOLUTION AUTHORIZING AN AGREEMENT WITH SEASIDE COUNTY SANITATION DISTRICT (SCSD) FOR REIMBURSEMENT OF CONSTRUCTION COSTS FOR REPAIRS TO THE SANITARY SEWER MAIN IN THE LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute an agreement with the Seaside County Sanitation District (SCSD) for reimbursement of construction costs for the repair of the sanitary sewer main included in the City of Seaside's Lincoln Cunningham Park Phase 1 - Arterial Trail Project.

G. ADOPT A RESOLUTION APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH PAVEMENT ENGINEERING INC. TO PERFORM PAVEMENT CONDITION EVALUATIONS AND UPDATE THE PAVEMENT MANAGEMENT PROGRAM FOR AN AMOUNT NOT TO EXCEED \$24,990.00

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute a professional services agreement with Pavement Engineering Inc. (PEI) to perform pavement condition evaluations and update the Pavement Management Program for an amount not to exceed \$24,990.00.

H. ADOPT RESOLUTION FOR DESIGNATION OF VOTING DELEGATES AND ALTERNATES FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE AND EXPO BEING HELD OCTOBER 16-18, 2024, IN LONG BEACH, CALIFORNIA

RECOMMENDATION: Appoint Mayor Oglesby as the voting delegate and Council Member Garcia-Arrazola as the alternate voting delegate representing the City of Seaside at the League of California Cities Annual Conference.

I. ADOPT A RESOLUTION TO CANCEL THE OCTOBER 17, 2024, CITY COUNCIL REGULAR MEETING

RECOMMENDATION: Adopt a resolution canceling the October 17, 2024, City Council regular meeting.

J. ADOPT A RESOLUTION APPROVING A FIVE-YEAR PROFESSIONAL SERVICE AGREEMENT FOR PROPERTY TAX CONSULTING/AUDIT SERVICES TO HDL COREN & CONE IN AN AMOUNT NOT TO EXCEED \$77,800.89

RECOMMENDATION: Award a five-year contract to HdL Coren & Cone for Property Tax Consulting Services not-to-exceed \$77,800.89.

10. BUSINESS ITEMS

A. CONSIDER AMENDMENT TWO TO THE PURCHASE AND SALE AGREEMENT FOR THE ACQUISITION OF THE CAMPUS TOWN PROPERTY, APPROVE THE EXCHANGES OF PROPERTIES AND MAKE APPROPRIATE FINDINGS

RECOMMENDATION: Consider amendment two to the Purchase and Sale Agreement for the acquisition of the Campus Town property, approve the exchanges of properties and make appropriate findings.

B. CONSIDER AMENDMENT TO THE AFFORDABLE HOUSING AGREEMENT WITH KBB SEASIDE VENTURE LP FOR A PORTION OF THE CAMPUS TOWN DEVELOPMENT

RECOMMENDATION: Consider amendment to the affordable housing agreement with KBB Seaside Venture LP for their portion of the campus town development.

C. PROVIDE FEEDBACK ON A POTENTIAL DRAFT ORDINANCE MODIFYING THE ALLOWABLE NUMBER OF CANNABIS DISPENSARIES AND MAKING OTHER CHANGES TO THE OPERATION AND SELECTION OF CANNABIS DISPENSARIES WITHIN THE CITY OF SEASIDE

RECOMMENDATION: Receive the presentation, and provide feedback on a potential draft ordinance modifying the allowable number of cannabis dispensaries and making other changes to the operation and selection of cannabis dispensaries within the City of Seaside.

D. ADOPT A RESOLUTION TO AUTHORIZE A CONTRACT WITH COLIN BAENZIGER & ASSOCIATES FOR THE EXECUTIVE SEARCH SERVICES FOR THE POSITION OF CITY MANAGER IN AN AMOUNT NOT TO EXCEED \$39,650.00

RECOMMENDATION: Adopt a resolution authorizing the City Manager to enter into an agreement with Colin Baenziger & Associates for the executive search services for a new City Manager for an amount not to exceed \$39,650.00.

E. ADOPT A RESOLUTION APPROVING CAMPUS TOWN PHASE 1A STREET NAMES

RECOMMENDATION: Adopt a resolution approving the Campus Town Phase 1A revised street names and make appropriate findings.

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS REQUESTS

12. CITY ATTORNEY, CITY MANAGER, CITY COUNCIL AND MAYOR COMMENTS AND REPORTS ON COMMITTEE ASSIGNMENTS

This is a time specifically set aside for members of the City Council, the City Manager and City Attorney to make brief comments of general interest to the community and report on committee assignments.

13. CLOSED SESSION

Pursuant to Government Code Section 54956 et seq., the City Council and Successor Agency to Redevelopment Agency may adjourn to a Closed Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City Attorney. Public comments on these items are taken after being read by the City Attorney. For the public record, please state your name.

A. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE 54956.9 (D)(2)

One Matter of Potential Litigation

14. ADJOURNMENT

Next Regularly Scheduled Meeting:
October 3, 2024
5:00 PM

The City of Seaside is committed to providing accessible facilities and accommodating people with disabilities in all of its services programs and activities. If special considerations are needed by any person to fully participate in this meeting, contact the City Clerk at 899-6707 no fewer than two business days prior to the meeting to allow reasonable arrangements. Agendas are posted at:

<http://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas>

Agenda-related writings or documents provided during public meetings are available for public inspection during the meeting or from the office of the City Clerk. This agenda is posted in compliance with California Governor Newsom's Executive Orders N-29-20 and N-33-20.



DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL/ SUCCESSOR
AGENCY TO THE
REDEVELOPMENT AGENCY

REGULAR MEETING
440 HARCOURT AVE
Thursday, September 5, 2024
5:00 PM

1. CALL TO ORDER

Mayor/Chair Oglesby called the meeting to order at 5:00 p.m.

2. ROLL CALL – ESTABLISHMENT OF QUORUM

PRESENT: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco
ABSENT: None

3. INVOCATION AND PLEDGE OF ALLEGIANCE

A moment of silence was held. The pledge was led by Council/Agency Member Miller.

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

Bobby Maxwell, Jennie Reese, Garnett Noble, Beth Rocha, Bobby Maxwell, Lynda Cunningham, Dianne Nielson, Robert Daniels, Jonathan Amandi, Peter Kaiser, Karla Lobo, Zoom Caller "Call-in user-1"

6. PUBLIC AGENCY COMMUNICATIONS

A. INTRODUCTION OF THE CALIFORNIA STATE UNIVERSITY MONTEREY BAY INTERNS FOR FALL 2024 (VANESSA GONZALEZ, HUMAN RESOURCES SPECIALIST)

Each student intern introduced themselves with their name, major and department in which they will be an intern. The following students were introduced:

Gennelle Watkins-City Clerk

Alyssa Lacalamaita-Fire

Marina Edeza- Econ Dev./Housing

Eden Magana- HR/CA/IT

Jacqueline Hernandez- Building

Christina Fultz- Recreation

Kayla Schoenbeck- Planning

Brisney Gonzalez- PD

Natalie Navarro-Public Works

Ashley Ferreyra Torres-Engineering

B. SEASIDE CITY NEWS BROADCAST OF UPCOMING CITYWIDE EVENTS

AND COMMUNITY ANNOUNCEMENTS

The following upcoming events were featured:

- The Community for Sustainable Monterey County's 2023 MC Gives Campaign funded upgrades at Seaside's Monterey Adult School, and provided home garden kits that helped 12 Seaside families start gardens. Improvements made in community gardens make them ideal outdoor classrooms to demonstrate organic gardening practices and provide hands-on education. New Saturday Garden Workshops started on August 31st, call the Monterey Adult School at (831) 392-3565 to enroll.
- As we mark Seaside's 70th Birthday in October, we want to honor the incredible residents who have helped shape our vibrant community, by gathering stories and memories for a special tribute feature. If you, or someone you know, has lived in Seaside for 50 years or more, we would love to hear from you! Visit bit.ly/seaside50 for more information.
- The Friends of Seaside Parks Association is having several workdays all over the city this September. For more information, including upcoming dates and locations, visit FriendsOfSeasideParks.org.
- The City of Seaside is looking to hire an Associate Planner to work in the Community Development Department. If you or someone you know is interested in this position, visit the Employment Opportunities section of the City's Website.
- On Saturday, September 7th, at 7 pm, MBFC hosts San Antonio FC at Cardinale Stadium. For more information or to purchase tickets, visit MontereyBayFC.com.
- Hispanic Heritage Month begins September 15th! There will be events and celebrations throughout the County, Entonces, nos encantaria verte por ahi! Ya Celebramos juntos, Central Coast!
- Sunday, September 22nd, Seaside is proud to present its 4th annual Oaxaca by the Sea event! From 11:00 AM-4:00 PM, the City Hall Lawn will be THE place to celebrate our Sister City!
- Calling all Seaside Residents! How would you invest \$2.2 million to address priority needs in your community over the next five years? A survey is now available to share your insights! The City of Seaside creates a "Consolidated Plan" every 5 years to identify community needs and priorities, and we need your help! Three community forums will take place in September, The first of which is a Virtual Kick-Off Meeting via Zoom on Tuesday, the 10th at 11 AM. For more information, or to fill out the online survey, visit ci.seaside.ca.us/CDBG.
- On Wednesday, September 25th, The City of Seaside sponsors a Mobile Spay and Neuter Clinic providing low-cost services for underserved communities. This appointment-only event, so call or text (925) 967-1001, or visit SNIPBUS.ORG for more information.
- Construction Notice! Marina Landscape Incorporated will start the construction of the Fremont Medians Renovation Project for the City of Seaside beginning mid-September. The project construction will include gravel, mulch, planting, and irrigation improvements to the existing medians on Fremont Boulevard from Kimball Avenue to the Monterey Road/Highway 1 intersection. For more information regarding this project, visit the Construction Updates and Detours page on the City's website.

- Saturday, September 28th, from 8:30am to Noon, the City of Seaside Neighborhood Improvement Commission is sponsoring a citywide clean up in your neighborhood! There will be multiple dumpster locations throughout the city; including Highland Otis Park, Mal's Market Parking Lot, Ord Terrace School, and Pachetti Dog Park. This event is for Seaside residents only, so, make sure you get there early, and clean out that clutter!
- The Seaside Engineering and Public Works Department invites you to a Ribbon Cutting Event at Havana Soliz Park on Saturday, September 21st, at Noon. FOSPA is having a Work Day from 10 AM -12, so, come out and celebrate the amazing work so many do to transform our beloved Seaside Parks! Snacks and Refreshments will be provided!
- Join the City of Seaside this Wednesday for our annual commemoration of 9/11. From 10 AM to 11, be part of this gathering to remember those who lost their lives and to reflect on the impact of the events of September 11, 2001. Everyone is welcome to participate in this public event.
- On Thursday, September 19th, the City of Seaside Older Adults Program presents Old Hollywood Dance at Oldemeyer Center, with Live Entertainment by Moondance. Doors open at 10:30 AM, Lunch is served at 11:30, and dancing starts at 12:30. The price is 4 dollars for Lunch AND dancing and 2 dollars for JUST dancing. For more information, call (831) 899-6809.
- Seaside's Tiny Tot University is now enrolling for all of you who have children between the ages of 3 to 5. If you are looking for a place for your young ones to engage, grow, discover, and explore, then this is the program for you! Classes run weekdays from 9 AM to Noon. To set up an interview for your family, call (831) 899-6823.
- Saturday, October 5th, from 10 AM to 2 PM, the Seaside Fire Department invites you to this year's annual Open House to kick off National Fire Prevention Week! There will be community resource tables, live demonstrations by firefighters, activities for the whole family, and a FREE barbeque!

7. PRESENTATIONS

A. PRESENT A PROCLAMATION FOR NATIONAL RECOVERY MONTH PRESENTED TO SUN STREET CENTERS, PROGRAM MANAGER OF THE PREVENTION DEPARTMENT, KATIA GUTIERREZ

Mayor Oglesby presented a proclamation recognizing September as National Recovery Month to Sun Street Centers.

B. RECEIVE PRESENTATION OF OLDEMEYER CENTER MURAL FINAL SELECTION (KEE HYON HIGGINS, RECREATION SUPERINTENDENT)

The mural subcommittee was constructed of members from the Neighborhood Improvement and Art & History Commissions. The project timeline was reviewed and it was revealed that artist finalist #2, Natalia Corazza was selected. The installation of the mural is scheduled to occur in October 2024.

8. CONSENT AGENDA

Items 8E, 8F, 8H, 8L, 8M and 8K were pulled.

On motion by Council/Agency Member Miller and second by Mayor Pro Tem/Vice Chair Pacheco moved to approve the consent agenda.

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

A. APPROVE MINUTES FROM AUGUST 15, 2024

ACTION: APPROVED

B. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM WORLD OUTREACH SERVICES, INC.

ACTION: APPROVED

C. APPROVE CO-SPONSORSHIP AND FEE WAIVER FROM SUPPORTING INDIGENOUS COMMUNITIES GROUP'S FOR COST ASSOCIATED WITH THEIR RED DRESS DAY "HONORING INDIGENOUS WOMEN" EVENT ON MAY 03, 2025

ACTION: APPROVED

D. APPROVE A PROCLAMATION RECOGNIZING SEPTEMBER AS CHILDHOOD CANCER AWARENESS MONTH

ACTION: APPROVED

E. APPROVE A PROCLAMATION RECOGNIZING SEPTEMBER AS OVARIAN CANCER AWARENESS MONTH

PUBLIC COMMENT: Karla Lobo

ACTION: APPROVED

F. ADOPT A RESOLUTION APPROVING PAYMENT OF \$493,159.04 TO THE FEDERAL GOVERNMENT RELATING TO MEDICARE PAYMENTS MADE ON BEHALF OF FORMER EMPLOYEES WHO HAD WORKERS COMPENSATION CLAIMS AND AUTHORIZE FINANCE DIRECTOR TO MAKE APPROPRIATE BUDGET ADJUSTMENTS TO THE 24-25 ADOPTED BUDGET

PUBLIC COMMENT: Karla Lobo

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor

Agency moved to approve a payment of \$493,159.04 for Medicare payments for workers compensation claims.

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #24-105

G. ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF YOSEMITE STREET, BETWEEN BROADWAY AVENUE AND MENDOCINO STREET, ON OCTOBER 5, 2024 FOR SEASIDE FIRE DEPARTMENT'S ANNUAL COMMUNITY PUBLIC EDUCATION OPEN HOUSE

ACTION: ADOPTED RESO #24-106

H. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MONTEREY BAY ENGINEERS IN THE AMOUNT OF \$8,220.00 FOR DEVELOPMENT REVIEW SERVICES FOR SEASIDE RESORTS TO BE REIMBURSED BY THE DEVELOPERS

PUBLIC COMMENT: Dianne Nielson, Karla Lobo

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola, and carried by the following vote, the City Council/Successor Agency moved to authorize an amendment to the agreement with Monterey Bay Engineers for and reimbursable amount of \$8,220.00 for development review services for Seaside Resort.

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #24-107

I. ADOPT A RESOLUTION AUTHORIZING A MAINTENANCE AND RIGHT OF ENTRY AGREEMENT WITH AMERICAN LEGION FOR STORMWATER CONTROL AT 1000 PLAYA AVENUE

ACTION: ADOPTED RESO #24-108

J. ADOPT A RESOLUTION FOR AUTHORIZATION TO DISPOSE OF SURPLUS CITY VEHICLES AND EQUIPMENT

ACTION: ADOPTED RESO #24-109

- K. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WEST COAST CODE CONSULTANTS INC. INCREASING THE CONTRACT BY \$209,271.87 TO PROVIDE PLAN CHECK, BUILDING AND SAFETY SERVICES TO BE REIMBURSED BY THE GRAND HYATT DEVELOPER**

PUBLIC COMMENT: Dianne Nielson

On motion by Council/Agency Member Garcia-Arrazola and second by Council/Agency Member Burks, and carried by the following vote, the City Council/Successor Agency moved to authorize an amendment to an agreement with West Coast Code Consultants, Inc. in the amount of \$209,271.87 to provide plan check, and building and safety services that will be reimbursed by the Grand Hyatt developer.

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #24-110

- L. ADOPT RESOLUTION EXPRESSING SUPPORT FOR ACTIONS TO FURTHER STRENGTHEN LOCAL DEMOCRACY, AUTHORITY, AND CONTROL AS RELATED TO LOCAL ZONING AND HOUSING ISSUES**

PUBLIC COMMENT: Karla Lobo

On motion by Council/Agency Member Burks and second by Council/Agency Member Miller and carried by the following vote, the City Council/Successor Agency moved to express support for actions to further strengthen local democracy, authority, and control as its related to local zoning and housing issues.

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #24-111

- M. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH NBS GOVERNMENT FINANCE GROUP FOR AN AMOUNT \$18,500.00**

PUBLIC COMMENT: Dianne Nielson

On motion by Council/Agency Member Burks and second by Council/Agency Member Miller and carried by the following vote, the City Council/Successor Agency moved to authorize an amendment to the agreement with NBS Government Finance Group for an amount of \$18,500.00 for CFD cost estimation services related to the Campus Town project.

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #24-112

9. PUBLIC HEARING

A. ADOPT A RESOLUTION APPROVING THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEAR 2023-2024

Haroon Noori, Administrative Analyst II provided a presentation reviewing the program year highlights that produced \$451,566 in total funding, and an expended amount of \$411,239 that benefited 8,028 people. The public service activities, capital improvement projects and planning and administration were also reviewed.

PUBLIC COMMENT: Karla Lobo

On motion by Council/Agency Member Garcia-Arrazola and second by Mayor Pro Tem/Vice Chair Pacheco, the City Council moved to approve the FY2023-24 CAPER for the CDBG program and authorized the City Manager or designee to submit the FY2023-24 CAPER to HUD.

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #24-113

10. BUSINESS ITEMS

A. ADOPT A RESOLUTION AUTHORIZING AN EXCHANGE OF LAND BETWEEN ENCLAVE PHASE 4 AND THE BLACKHORSE AND BAYONET GOLF COURSE AND IMPLEMENTING ACTIONS

Sheri Damon, City Attorney provided a presentation reviewing the parcels proposed

to be exchanged, in which, the City would receive two parcels totaling 19,592 square feet and would grant six parcels totaling 17,178 square feet to Shea Homes LP.

PUBLIC COMMENT: Karla Lobo

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council moved to authorize an exchange of land between Enclave Phase 4 parcels and the Blackhorse and Bayonet Golf course, and authorizes the City Manager to execute deeds, accept the transferred property and approve the lot line adjustment to reflect the changes.

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #24-114

B. ADOPT A RESOLUTION AUTHORIZING THE INTERMITTENT CLOSURE OF GENERAL JIM MOORE BOULEVARD TO THROUGH TRAFFIC FROM BROADWAY AVENUE TO COE AVENUE AND ALL OF EUCALYPTUS ROAD ON SEPTEMBER 12, 2024

Dan Meewis, Recreation Director, provided a presentation regarding a request from Roukya Films to film two scenes on General Jim Moore Blvd, and to intermittently close the road and a full closure of Eucalyptus from 9 a.m. to 2:45 p.m.

PUBLIC COMMENT: Karla Lobo

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #24-115

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

None.

B. FOLLOW UP ON PREVIOUS REQUESTS

None.

12. CITY ATTORNEY, CITY MANAGER, CITY COUNCIL AND MAYOR COMMENTS

AND REPORTS ON COMMITTEE ASSIGNMENTS

Reports provided.

13. CLOSED SESSION

PUBLIC COMMENT: Karla Lobo

A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE 54956.8

Property: 705 Broadway Avenue, Seaside, CA 93955

Agency Negotiators: City Manager, et. al.

Negotiating Parties: Coldwell Banker

Under Negotiation: Price, terms of payment or both

No report.

B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE 54956.8

Property: The Property Commonly Referred to As Campus Town
(Property bounded by Highway 1/1st Avenue, 7th Avenue, Lightfighter/Colonel Durham Street, and Gigling)

Agency Negotiators: City Manager, et. al

Negotiating Parties: KBB Seaside Venture, et. al. and City of Seaside

Under Negotiation: Price, terms of payment or both

The contracts will be coming forward to the City Council on or before September 19.

C. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE 54956.8

Property: 1540-1546 Del Monte Boulevard, Seaside CA 93955

Agency Negotiators: City Manager, et. al

Negotiating Parties: Foothill Partners, et al. and City of Seaside

Under Negotiation: Price, terms of payment or both

No report.

D. PUBLIC EMPLOYMENT PURSUANT TO GOVERNMENT CODE 54957

Position: City Manager

E. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE 54956.9 (d)(2)

Two matters of potential litigation

No report.

14. ADJOURNMENT

With no further business, the meeting adjourned at 9:47 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



CITY OF SEASIDE STAFF REPORT

Item No.: 9.B.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Paul Ensley, Administrative Assistant

DATE: September 19, 2024

**SUBJECT: APPROVE A PROCLAMATION DESIGNATING SEPTEMBER 23 TO
SEPTEMBER 27, 2024, AS STORMWATER AWARENESS WEEK**

RECOMMENDATION

Approve a proclamation designating September 23 to September 27, 2024, as stormwater awareness week in the City of Seaside.

BACKGROUND

The City of Seaside operates a separate municipal storm sewer system (MS4) and is regulated under the Federal Water Pollution Control Act (Clean Water Act). Storm drains flow directly to our waterways. It is inherent that only rain should flow down the drain in order to preserve our natural ecosystems.

City staff often serve on the front lines of water quality protection. In preparation for the upcoming rainy season, City staff will undergo training on best management practices to ensure that our waterways are protected. This training is a part of a statewide effort called Stormwater Awareness Week which will be held September 23rd through September 27th. The City is a member of a regional collaboration called the Monterey Regional Stormwater Management Program. This effort, which has spanned nearly 20 years, aims to cost-effectively and consistently meet our Clean Water Act requirements.

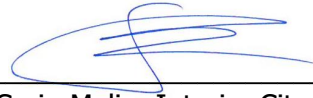
FISCAL IMPACT

There is no fiscal impact with the Council action.

ATTACHMENTS

1. 2024 Stormwater Awareness Proclamation

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

City of Seaside
PROCLAMATION



**Stormwater Awareness Week
September 23 – September 27, 2024**

WHEREAS, the water quality of our local water resources are of vital importance to sustainable communities and to the health, safety, and well-being of the people of this community; and,

WHEREAS, it is in the public interest for the citizens, staff, civic leaders, business interests, and children in our community to gain knowledge of and maintain a progressive interest and understanding of stormwater and the protection of our water resources; and,

WHEREAS, stormwater is increasingly considered a resource for our community, where every drop counts as demonstrated by its contributions to groundwater recharge; and,

WHEREAS, City Staff often serve as the front line of water quality protection; and,

WHEREAS, Since 2002 the City has participated in a regional collaboration called the Monterey Regional Stormwater Management Program (MRSWMP) to implement local Municipal Separate Storm Sewer System (MS4) Phase II Stormwater Permit Requirements under the Clean Water Act in a consistent and cost-effective manner; and,

WHEREAS, the year 2024 marks twelve years of the annual Stormwater Awareness Week, a statewide effort to train agency and municipal staff on stormwater and water quality issues;

NOW THEREFORE, BE IT PROCLAIMED, that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, do hereby proclaim the week September 23 – September 27, 2024 as **STORMWATER AWARENESS WEEK**, and extends appreciation to City Staff and the public for their dedication to protecting water quality and our waterways.

Ian N. Oglesby, Mayor
September 19, 2024



CITY OF SEASIDE STAFF REPORT

Item No.: 9.C.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dan Meewis, Recreation Director

DATE: September 19, 2024

SUBJECT: APPROVE A FEE WAIVER FROM SUSTAINABLE SEASIDE FOR THE USE OF LAGUNA GRANDE HALL FOR THE CANDIDATE FORUM ON SEPTEMBER 30, 2024, FOR THE NOVEMBER 5, 2024, GENERAL MUNICIPAL ELECTION

RECOMMENDATION

Approve the fee waiver request from Sustainable Seaside for the use of Laguna Grande Hall to hold their Candidate Forum on September 30, 2024, for November 5, 2024 Seaside Mayoral and Council election for the amount of \$417.13.

BACKGROUND

Sustainable Seaside is requesting a fee waiver to help cover the cost associated with their Candidate Forum for November 2024, Seaside Mayoral and Council Election on Monday, September 30, 2024, from 5:30 p.m. to 9:00 p.m. in the Laguna Grande Hall at the Oldemeyer Center. The forum is a benefit for Seaside voters who want to make informed choices among the mayoral and city council candidates in the November 05, 2024, election.

The last fee waiver request for a Candidate Forum was approved at the January 23, 2020, City Council meeting.

FISCAL IMPACT

Should the City Council approve the full fee waiver request, the approximate fiscal impact is as follows:

Laguna Grande Hall Rental Fee 3.5 Hours @ \$56.25	\$122.00
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Non-Refundable Deposit	\$ 98.25
<u>Insurance</u>	<u>\$122.00</u>
TOTAL	\$417.13

ATTACHMENTS

1. Sustainable Seaside Fee Waiver Request - Candidate Forum - 2024
-

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager



Form Center

By [signing in or creating an account](#) some fields will auto-populate with your information.

Fee Waiver Request Form

[Sign in to Save Progress](#)

Policy Regarding Room Rental Fees & Waivers: Fees may be waived for activities that benefit the majority of Seaside residents. Any new organizations requesting fee waivers are required to submit a letter of intent and complete the Fee Waiver Request form to the Recreation Services Department. The application will be submitted to the City Manager or his designee for review and approval. In the event that the fee waiver request is denied by the City Manager, the request can be appealed to the City Council. Applicants must demonstrate that the following criteria are satisfied:

1. At least 60% of the organization's membership must consist of Seaside residents. The organization must provide documentation verifying membership residency.
2. The organization must be a 501(C)3 non-profit or public benefit organization and provide taxpayer identification number.
3. The organization must provide an in-kind service/donation to benefit and augment the City of Seaside. A written statement must be submitted with the application outlining specific donations and/or services provided by the organization to the City of Seaside.

Fee Waivers for Meeting Rooms

1. Meetings are limited to four hours.
2. All organizations receiving fee waivers must give seven days notice of cancellation. If no notice is given of cancellation, the City reserves the right to deny further fee waiver requests.
3. Due to limited space, organizations may not request fee waivers for any more than one meeting room use per year; fee waivers are not intended to provide for ongoing weekly or monthly meeting use.
4. No faith-based organizations may apply for fee waivers due to the separation of church and state.

Auditorium Rental Fee Waiver

Organizations requesting the use of the Auditorium must:

1. Pay the non-refundable portion of the deposit per event.

2. An organization requesting use of the auditorium for a special event or meeting may receive no more than one fee waiver request within a 90-day period.

3. Provide special event liability insurance. The following is required: Provide an "Occurrence Made" liability insurance policy, naming the city as additionally insured, with limits of \$1 million per occurrence and \$2 million aggregate. A copy of that policy must be provided to the Recreation Services Department or purchase special event liability insurance through the Recreation Services Department at the time of fee waiver request. This insurance covers not only the city, but also those renting the facility. Fundraising activities of any nature do not qualify for fee waivers. Special Events may be required to provide security at renter's expense. A photocopy of the contract must be on file with the Recreation Services Department. The number of security guards required is determined by the nature of the event and the number in attendance.

A City-sanctioned organization is defined as "any community-based group or organization that in cooperation with the Recreation Services Department, provides entertainment, recreation, and/educational service benefiting the citizens of Seaside." All deposits are placed in the maintenance and janitorial fund designated for the upkeep and repair of the Oldemeyer Center.

Contact Information

Organization*

Sustainable Seaside

Name*

Catherine Crockett

Address*

1739 Havana St.

City*

Seaside

State*

CA

Zip Code*

93955

Phone Number*

831-915-7257

Email Address*

cm_crockett@sbcglobal.net

Event Information

Event Title*

Candidate Forum for November 2024 Seaside Mayoral and Council Election

Event Date*

09/30/2024

Event Description*

This event promotes civic engagement by educating voters about the Candidates who are vying for Seaside's mayoral and city council seats. This event provides a forum for candidates to publicly express their positions on various issues raised by local citizens. The forum will be conducted by the League of Women Voters of Monterey County, which is a nonpartisan political organization encouraging informed and active participation in government through education and advocacy.



Rooms Requested*

Laguna Grande Ballroom

Approximate Number of Guests*

100-150

Start Time (Please Include Set-up)*

5:30 PM

End Time (Please Include Clean-up)*

9:00 PM

Additional Information

What is the reason for requesting a fee waiver?*

The forum is a benefit for Seaside voters who want to make informed choices among the mayoral and city council candidates in the November 5, 2024 election.

Have you received a fee waiver in the past?*

☒ Yes

☐ No

What is your organization's tax identification number?*

26-1183384

What percentage of your member or participants reside in Seaside?

90%

Is your organization based in Seaside?*

☒ Yes

☐ No

Is your organization able to provide liability insurance?*

☐ Yes

☒ No

Will alcohol be served or sold at your event?*

☐ Yes

☒ No

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I agree.

Electronic Signature

Catherine Crockett

protected by reCAPTCHA

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☒ Receive an email copy of this form.

Email address

cm_crockett@sbcglobal.net

This field is not part of the form submission.

Submit

* indicates a required field

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SEASIDE CALIFORNIA

Facility Use Rental Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

CONTACT INFORMATION:

ROOM: Laguna Grande Ballroom

Organization: Sustainable Seaside

Name of Applicant: Catherine Crockett

Address: 1739 Havana St. City: Seaside Zip: 93955

Phone: 831-915-7257 Email: cm_crockett@sbcglobal.net

Day of Event Contact Name and Phone: Sept 30 2024 Catherine Crockett 831-915-7257

☒ Resident ☐ Non-Resident

EVENT INFORMATION:

Event Title: Candidate Forum for November 2024 Seaside Mayoral and Council Election

**Please attach invitation or flyer if available.*

Event Date: September 30, 2024 Approximate Number of Guests: 100-150

Reservation Time: 5:30 pm - 9:00 pm Event Time: 6:00 pm - 8:30 pm

**Laguna Grande Hall & Soper: Security guard(s) must be present for entire event time. See next page.*

Special Instructions: Doors open 6 pm. Forum is 6:30 to 8:30 pm

Request to use the City's:

☐ Podium

☐ Microphone

☐ Projector Screen

**Subject to availability*

***Projectors and other electronic equipment will not be provided*

	Yes	No		Yes	No
Is the event open to the public?	☒	☐	Will refreshments be served?	☒	☐
Will admission be charged?	☐	☐	Will refreshments be sold?	☐	☒
Are you a non-profit organization?	☒	☐	Will you be using the kitchen?	☐	☒
Will there be music?	☐	☒	Will alcohol be served?	☐	☒
Will there be live music and/or DJ?	☐	☒	Will alcohol be sold?	☐	☒
Name of band or DJ: _____			<i>*Alcohol is prohibited at youth oriented events</i>		

APPLICANT WILL PROVIDE THE FOLLOWING ITEMS 30 DAYS PRIOR TO THE EVENT:

1. Full payment of all applicable fees
2. Copy of event security contract by licensed company (if applicable)
3. Proof of liability insurance
4. Copy of ABC license (if applicable)

I have read and agree to all pages in the rental agreement forms

Applicant Signature: _____

Date: _____

(For Office Use Only)

Permit Fee: _____ Authorized Agent: _____ Date: _____

Note: Original to Resource Management/Recreation Department



SEASIDE CALIFORNIA

Facility Use Rental Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

FACILITY SELECTION

☒ LAGUNA GRANDE HALL

Capacity: Dining: 225 / Theatre: 300
Dimensions: 128' X 120'

	Resident	Non-Res
Hourly Rate	\$56.25	\$154.00
Deposit	\$655.00	\$819.00
(Refundable)	(\$556.75)	(\$696.15)
Alcohol Deposit	\$638.00	\$798.00
(Refundable)	(\$414.70)	(\$518.70)

Liability Insurance: \$85-\$217

Security Guards: required 1 per 50 guests

- ☐ I will be using Hall only
☐ I will be using Hall & Kitchen only
☐ I will be using Hall, Kitchen & Dance Studio

☐ BAYONET MEETING ROOM

Capacity: Classroom: 30 / Theatre: 40
Dimensions: 24' X 20'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr.	\$43.75 /hr.	\$61.00 /hr.
After 3 hrs.	\$20 /hr.	\$28.00 /hr.

☐ BLACKHORSE MEETING ROOM

Capacity: Classroom: 40 / Theatre: 50
Dimensions: 28' X 26'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hrs.	\$43.75 /hr.	\$76.00 /hr.
After 3 hrs.	\$20 /hr.	\$33.00 /hr.

☐ DANCE STUDIO

Capacity: Classroom: 35 / Theatre: 70
Dimensions: 26' X 24'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr.	\$43.75 /hr.	\$94.00 / hr.
After 3 hrs.	\$20.00 /hr.	\$44.00 / hr.

☐ SEAHORSE CONFERENCE ROOM

Capacity: 20 / Dimensions: 28' X 16'

	Resident	Non-Res
Rate 0-3 hrs.	\$43.75 /hr.	\$61.00 / hr.
After 3 hrs.	\$20 /hr.	\$28.00 /hr.

☐ SEASIDE MEETING ROOM

Capacity: Classroom: 40 / Theatre: 60
Dimensions: 32' X 26'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr.	\$43.75 /hr.	\$61.00 / hr.
After 3 hrs.	\$20 /hr.	\$28.00 / hr.

☐ SEASIDE COMMUNITY CENTER (SOPER)

Capacity: Dining: 85 / Theatre: 100
Dimensions: 128' X 120'

	Resident	Non-Res
Hourly Rate	\$59.25	\$83.00
Deposit	\$348.00	\$436.00
(Refundable)	(\$295.80)	(\$370.60)
Alcohol Deposit	\$638.00	\$798.00
(Refundable)	(\$414.70)	(\$518.70)

Liability Insurance: \$85-\$217

Security Guards: required 1 per 50 guests

- ☐ I will be using the Large Room only
☐ I will be using the Kitchen only
☐ I will be using the Large Room & Kitchen

☐ YOUTH EDUCATION CENTER

Two hour rentals: available Fridays and Saturdays
7:30-9:30 PM, and Sundays for any two hours
between 8 AM – 9 PM.

	Resident	Non-Res
Deposit	\$83	\$103.50
(Non Refundable)	(\$21)	(\$26)
0-25 Guests	\$172	\$215
26-50 Guests	\$187.00	\$234
51-75 Guests	\$205.00	\$257.00
Mini Golf	\$25	\$31
Extra ½ Hour	\$38	\$47.50

Non-Profit Rate: For Laguna Grande Hall, Seaside Community Center, and the Youth Education & Resource Center, non-profits may use the resident rate. For all other meeting rooms, non-profits may have up to 4 hours for \$37.00/\$47.00. Proof of 501(c)(3) required.

Security Guards: If required, security guards must be present for entire duration of event. Failure to comply or late security guards may result in deposit forfeited or event shut down completely.

SEATING CONFIGURATION

Review and select a seating configuration below. If you would like a different layout, please sketch your preferred layout in the box marked "other" or on the back of this sheet.

☐ Classroom ☐ Conference ☐ U-Shaped ☐ Pods ☐ Theater ☐ Banquet ☐ Empty ☐ Other

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**SEASIDE
CALIFORNIA**

Facility Use Rental Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

1. **OVERTIME:** Use of the facilities in excess of the time set forth above may result in overtime fee being charged.
2. **CANCELATION BY PERMITTEE:** Permittee must submit written notice of cancellation to the calendaring agent in order to be eligible for a refund. Refund requests made forty-five (45) days in advance will receive a full refund less a seven dollar (\$7) surcharge. Refund requests made thirty (30) - forty-five (45) days in advance will receive a full refund less the non-refundable portion of the security deposit. Refund requests made less than thirty (30) days in advance will receive a full refund less the entire security deposit.
3. **CANCELATION BY CITY:** This permit may be canceled without liability to the City under any of the following conditions: a) It is found to contain false or misleading information, (b) The Department finds that the proposed use will be detrimental to the public's health, (c) Any individual or group (members or guests) willfully or through negligence mistreats the equipment or violates any of the regulations, terms, and conditions established for use of the facilities, (d) Average attendance of scheduled activities falls below the standard established for each use area with the Center, (e) For failure to notify Center of cancellation of any date or dates covered by this permit, (f) Permittee defaults on or has not completed all conditions and requirements for use of facilities, (g) In case the Center or any part thereof shall be destroyed or damaged by fire or any other cause, or if other unforeseen occurrence, including strikes, labor disputes, war, or acts of military authorities shall render fulfillment of the permit difficult or impossible of performance, (h) The facility is needed by public necessity or emergency use, (i) Upon thirty (30) calendar days written notice to Permittee. Refund of rental fees shall be made where City cancels permit at least thirty (30) days prior to the date reserved, except when cancellation occurs under items (g) or (h) above.
4. **TRANSFERRING PERMIT:** Permit cannot be transferred, assigned, or sublet unless approved by the City in writing.
5. **ADVERTISING, SOLICITATION AND SALES:** No advertising or signs shall be exhibited and no sales made at the Center without the written permission of the City.
6. **COMPLETION OF REQUIREMENTS FOR USE OF FACILITIES:** Permittee must complete all requirements relating to use of the facilities within the time requirements specified.
7. **COMPLIANCE TO CONDITIONS OF USE:** The Permittee shall observe, obey, and comply with all applicable City, County, and Federal laws; and the policies, rules, regulations, terms, and conditions governing use of Center facilities. Permittee will forfeit all rents or other fees paid if evicted from premises for violation of it. Eviction shall not release Permittee from any obligations for the payment of the rents or other fees required to be paid under this permit for the term thereof.
8. **CONCESSION SALES:** Permittee will not engage in concession operations unless authorized in writing by Director/authorized staff.
9. **CONDUCT OF PERSONS:** Permittee shall be solely responsible for the orderly conduct of all persons using the premises by its invitation, either express or implied, during all times covered by the permit. The Department reserves the right to eject or cause to be ejected from the premises any person or persons objectionable due to unlawful conduct.
10. **DAMAGE TO FACILITY OR EQUIPMENT:** All property, equipment, and furnishings must be kept clean and undamaged, fair wear and tear accepted. Permittee causing damage or loss will be required to pay for same at current costs.
11. **EXITS:** At no time shall exits be covered or obstructed.
12. **FACILITIES CAPACITY:** Permittee shall not admit a larger number of persons than can be safely and freely moved about therein as determined by Building and Fire Codes.
13. **FLAMMABLE MATERIALS:** No flammable materials will be permitted to be used for decorations. All materials used for decorative purposes must be treated with flame proofing and be approved by the Fire Department.
14. **INDEMNITY:** Permittee shall indemnify and hold harmless by the City, its officers, employees, and agents, against any and all claims, demands, causes of action, personal injuries or death, damages whatsoever, directly or proximately resulting or caused by the use and occupation of the facilities described in the permit, whether such use is authorized or not or from act or omission of Permittee or any of its officers, agents, employees, guests, patrons, or invitees, and the Permittee shall, at its sole risk and expense, defend any and all suits, actions, or other legal proceedings which may be brought or instituted against City, its officers and employees, on any such claim, demand, or cause of action, and the Permittee shall pay any judgment or decree which may be rendered against the city, its officers, employees, and agents in any suit, action or other legal proceedings, and Permittee shall pay for any and all damages to the property of the City or of others, the loss or theft of such property, done or caused by Permittee, its officers, agents, employees, guests, patrons, and invitees.
15. **PAYMENT OF TAXES:** Payment of all Federal, and City taxes in connection with the event shall be the liability and responsibility of the Permittee.
16. **PERMITTEE RESPONSIBLE FOR CLEANLINESS OF FACILITY:** Facilities used by Permittee must be left in a clean and orderly condition. If additional maintenance is required, other than normal cleaning process, the Permittee will be charged for same.
17. **PERMITTEE RESPONSIBLE FOR PERMITS AND LICENSES:** The Permittee shall procure at his own expense all the required licenses and permits necessary for the intended use or activity covered by this permit.
18. **ALCOHOL:** No alcohol can be served to minors or at any youth-related event at the Oldemeyer Center or Seaside Community Center and can result in immediate closure of the event and loss of deposit. ALL alcohol is prohibited at ALL youth oriented events.
19. **SMOKING:** Smoking is prohibited within twenty (20) feet of entrances, exits and windows.
20. **USE OF RESERVED FACILITIES AND EQUIPMENT:** Permittee may use only those facilities and equipment specifically designated on this permit.
21. **CONSTRUCTION OF PERMIT:** In case of any doubts as to the interpretation of any provisions of this permit, the interpretation by the Recreation and Community Activities Director shall prevail. In addition, the Recreation and Community Activities Director shall have the sole power to decide and resolve matters not covered by this permit.
22. **SEVERABILITY:** If any part of this permit is for any reason held to be illegal, inapplicable, unenforceable, or unconstitutional, such decision shall not affect the validity of the remaining portions of the permit.
23. **SECURITY AND CLEANING DEPOSIT:** A deposit is required from any person or organization renting a room at the Center (according to current fees and charges). A portion of the deposit is non-refundable (according to current fees and charges) and the remaining deposit is refundable in whole or in part depending upon the condition of the room, walls, floors, carpets; whether



**SEASIDE
CALIFORNIA**

Facility Use Rental Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

any breakage occurred or whether overtime was incurred beyond stated setup, cleanup or activity time. The City reserves the right to close down any party or activity that may in any way endanger the health or safety of any person or property. Any early closure of the facility may result in loss of deposits. Refundable deposits will be returned within thirty (30) days following the event date.

24. **SUPPLIES:** City staff is not authorized to provide supplies for your event.
25. **SECURITY GUARDS:** One guard per fifty participants is required for events that serve alcohol and/or have live/DJ music or dancing. The City reserves the right to require security for events.

IMPORTANT THINGS TO NOTE

- ✓ In order to secure a reservation, this form must be completed and submitted along with full payment to the Oldemeyer Center front desk.
- ✓ Reservations for the conference rooms must be made at least 7 days in advance and 30 days in advance for all other facilities.
- ✓ Please include a sketch of how you would like the room to be set up if it is different than the diagrams provided on this form. Our facility staff will do their best to prepare the room as shown in your diagram. Do not write "same as before."
- ✓ Food and beverage are allowed in certain rooms; please ask staff prior to providing refreshments.
- ✓ Do not move furniture from one room to another. If you have additional needs, please contact the facility staff.
- ✓ Please do not change rooms. If a different room is preferred and empty upon arrival, please check with the facility staff.
- ✓ Come prepared. Our staff is not authorized to provide supplies for your meeting.
- ✓ If you tape signs up regarding your meeting, please remove them upon your departure.
- ✓ Smoking is prohibited within 20 feet of entrances, exits and windows.
- ✓ In case of cancellation, please notify the Oldemeyer Center Front Office as soon as possible. Please see refund policy schedule below:

45 days in advance	Full refund, less a \$7 surcharge
30-45 days in advance	Full refund, less the non-refundable part of security deposit
Less than 30 days in advance	Full refund, less the entire security deposit
Less than 48 hours in advance	No refund
- ✓ *If alcohol is found on the premises (including the parking lot, stage, kitchen, etc.) and your contract prohibits the consumption of alcohol, the City of Seaside has the right to cancel your event and deposits and fees will NOT be refunded.
- ✓ *A one million dollar (two million aggregate) liability insurance policy is required. You can either purchase it through the city, or through another insurance company and provide us a copy of the policy naming the City of Seaside as co-insured.
- ✓ Use of our facilities requires you to provide licensed and bonded security guards. You must hire one guard per every fifty guests. A copy of the contract must be provided to the city at least 30 days prior to your event. Renters exceeding their stated attendance risk losing their deposit.

Food Sales and Prohibited Goods & Materials:

- ❖ All food providers within the city utilizing disposable food service ware shall use certified compostable products, or recyclable non-plastic products. This includes but is not limited to plates, napkins, straws, cups, bottles, lids, utensils, bowls, stirrers, beverage plugs, trays and hinged or lidded containers. Non-plastic single-use products shall be allowed only if they are currently accepted for composting or recycling by the designated waste hauler and the Monterey Regional Waste Management District.
- ❖ Applicants and vendors are prohibited: to use any PLASTIC water bottles, use Styrofoam/polystyrene packaging, and provide plastic straws unless requested by the customer self-identifying a need for a plastic straw.
- ❖ The use of balloons is prohibited at all City of Seaside parks and facilities.

Initials: CC



CITY OF SEASIDE STAFF REPORT

Item No.: 9.D.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dan Meewis, Recreation Director

DATE: September 19, 2024

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM CENTRAL COAST HIGH SCHOOL FOR A WORK TO LEARN
PROGRAM**

RECOMMENDATION

Approve a request from Central Coast High School for a donation of \$3,000.00 from the Mayor's Youth Fund for the costs associated with their Work to Learn Program.

BACKGROUND

Central Coast High School is requesting a donation of \$3,000.00 from the Mayor's Youth Fund to help cover the cost associated with their Work to Learn Program. This program was established at Central Coast High School in 2019, to bring meaningful work experience to their general education students with the goal of building essential skills to improve and expand their student's post-secondary options. The program is designed to place students in a field they are considering as a career so that they have a direct and experiential glimpse into possibilities for the future.

Students who are selected for the program will be offered a job placement at a site which encourages a reduce, reuse and recycle philosophy. Their Work to Learn Program will continue their efforts to select community partners whose values include an utmost priority to reduce, reuse and recycle. Additionally, they will highlight green sustainability in the job site training portion of their program and systematically embed environmental awareness into their orientation.

Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy. They received their last donation at the September 21, 2023, City Council meeting. They submitted their 2023 Mayor's Youth Fund Closing

Report within the 60-day time frame.

FISCAL IMPACT

This request would be funded by a donation from the Green Waste Recovery's donation to the Mayor's Youth Fund. The current balance is the Mayor's Youth Fund account (601-2106) is \$80,864.61. If the City Council approves this request, the balance will decrease to \$77,864.61. This is for fiscal year 2024/25.

In the event that all the funds in the Mayor's Youth Fund become exhausted, staff will keep a file of all applications. Once Green Waste issues the next round of funding, all applications on file will be processed at the next available City Council meeting.

ATTACHMENTS

1. MYF Central Coast High School 2024
 2. Central Coast High School-W9 2024
 3. Mayor's Youth Fund Closing Report - Central Coast High School 2023
-

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

Terry Navarro - Online Form Submittal: Mayor Youth's Contribution Request

From: <noreply@civicplus.com>
To: <cityclerk@ci.seaside.ca.us>, <dmeewis@ci.seaside.ca.us>, <tnavarro@ci.s...>
Date: 8/30/2024 11:17 AM
Subject: Online Form Submittal: Mayor Youth's Contribution Request

Mayor Youth's Contribution Request

Purpose

The Mayor's Youth Fund was created to provide supplemental financial assistance to students and non-profit groups that provide services to improve the lives of young people living in the City of Seaside. A policy has been developed to standardize the evaluation of contribution requests and ensure that the funds are used appropriately to serve the City's youth.

Eligible Applications

Contributions will only be made to, or on behalf of, students or organized groups, such as schools and non-profit organizations based in Seaside and/or serving a majority of Seaside residents (50%) that are 18 years old or younger or enrolled in high school. Faith based organizations may apply for contributions from the Mayor's Youth Fund if the funding is not used to support religious activities such as: Religious instruction, Sunday School, and Worship. In addition, activities funded by the Mayor's Youth Fund must be open to all persons without regard to their religious affiliation.

Submittal of Contribution Requests

In order to request a contribution, the following information must be provided in writing:

- Name of the organization, person(s) benefiting, proposed use of the funds, total amount needed or fundraising goal.

- Description of other methods being used to raise funds and/or other contributors.

- An explanation of how the group, activity, or event will benefit Seaside youth.

- Written description of how the use of the funds will be specifically used for youth group activities/events and has a nexus to the goals related to recycle, cleanup, and "green" sustainability to ensure a healthy environment.

- How this request will provide a municipal benefit (ie., benefit the community).

- Proof of non-profit organization status (not a taxpayer's I.D number) and a current W-9 form.

Evaluation Process & Criteria

Contributions can only be made if approved by the City Council. Funding requests will be evaluated based on their consistency with this policy, including the following criteria.

- Scholastic, athletic, music, environmental and art activities will be considered for funding based on the quality of the proposed activity.

- Evidence of activities/events related to "reduce, reuse and recycle" to ensure a healthy environment.

- Contributions requests will be accepted from individuals and can be made to an organization on behalf of an individual member or student.

- Contributions are only paid to organizations, such as non-profit groups and schools.

- Contributions are intended to fund actual costs related to an event or activity. (Please see "Payment Process" information provided in the following area.)

- Contributions from the Mayor's Youth Fund are not intended to be the sole source of funds for an organization or program and will only be made to supplement other fundraising activities.

- How this request will provide a municipal benefit (ie., benefit the community).

Contribution Limits

In order to equitably distribute funds available in the Mayor's Youth Fund, the following contribution guidelines have been developed, although all contributions are subject to the discretion of the City Council. In addition, funding will be limited to one contribution per year (every 12 months).

- Individuals - 25% of the total cost of the activity (not to exceed \$1,000)

- Groups up to 20 people - up to \$1,500

- Groups of 21 or more people - up to \$3,000

Payment Process

If a contribution is approved by the City Council, payment will be made to the authorized organization or directly to the vendor selected by the authorized organization after submittal of a receipt or the presentation of actual invoices. No funding can go directly to an individual. This process is required in order to provide documentation required to meet municipal auditing standards.

Funding Requirements

Funding is limited to one contribution per year (every 12 months). The Mayor's Youth Fund Closing Report Form must be submitted to staff at least 60 days upon completion of the event, activity or program. Applicants that do not furnish the form may not apply for funds for the following year. A representative from the organization is required to be at the Council meeting for their application to be heard. If no representative is present then the agenda item will be postponed to another City Council meeting upon notification by the applicant. Incomplete applications will not be forwarded for Council consideration; applications not answering the question related to reduce, reuse or recycle are considered incomplete.

Individual Requests

Please attach an itemized list of all expenses. Amount of donation may not exceed 25% of the total cost of the activity and not exceed \$1,000. Applications that are incomplete will be returned.

Name of Organization	Central Coast High School and Community Day School (Monterey Peninsula Unified School District)
Name	Kimberly Moir
Email Address	kmoir@mpusd.k12.ca.us
Address	200 Coe Ave.
City	Seaside
State	CA
Zip Code	93955
Phone Number	2066963003
Additional Phone Number	<u>831-392-3560</u>

Percentage of Residents or
Students of Seaside

Number of Participants 22

Ages of Participants 15-18

Criteria

Applicants must meet at least one of the following criteria to be eligible for funding. Please select one or more from the following list:

Environmental

Are you funding a reward for one of these activities? No

Description of event, activity or program funding pertains to:

The Work To Learn Program was established at Central Coast High School in 2019 to bring meaningful work experience to our general education students with the goal of building essential skills and expanding students' post-secondary interests and options. The program's main focus is to provide work experiences within the students' community and develop professional skills needed to be successful after high school and beyond. This program is also designed to place students in a field they are considering as a career so that they have a direct and experiential glimpse into possibilities for their future.

Students aged 15 and older are eligible to participate in the Work To Learn program. Students in Community Day High School are offered an opportunity to go to Ft. Ord weekly and students are paid minimum wage. Students at Central Coast High School Career Technical Education Pathways (Culinary, Hospitality and Education) are given paid opportunities for catering and participating in an internship at one of our partner schools.

Our current partners are Ft. Ord (BLM), Dual Language Academy of the Monterey Peninsula, Olson Elementary, JC Crumpton Elementary, Del Rey Woods Elementary and Community Partnerships for Youth.

Attach Additional Information as Necessary *Field not completed.*

Description of how the funds will be specifically used for youth groups activities/events and has a nexus to the goals of recycling, cleanup and "green" sustainability to insure a healthy environment:

Students who are selected to participate in the program (through a semester-long Education Pathway internship or a short-term Culinary or Hospitality event) will be committed to a site which encourages a reduce, reuse, recycle philosophy. For instance, our Culinary program is founded on sustainable best practices and we will ensure that our partners will commit to doing their part to contribute to an environmentally conscious community and global perspective.

The school sites: DLAMP TK-8, Olson, JC Crumpton and Del Rey Woods Elementary do a fantastic job of promoting this mindset and our Education students are encouraged to remind their younger mentees of the power in their choices. The Fort Ord project has been exceptionally eye opening for our Community Day population and they have gained technical skills and knowledge of their native environment. Year after year the student feedback is resoundingly that they have enjoyed learning more about their surroundings and contributing to native plant restoration for the sake of our planet's future.

Additionally, we will highlight "green" sustainability in the job site training portion of our program and systematically embed environmental awareness into our orientation.

What other fundraising activities are you participating in to fund your event, program or activity and what other funding sources will supplement your request?

The core funding for the Work to Learn program is determined by site administration (typically a small portion of the site building budget is allocated), however, the main source is through these Mayor's Youth Fund Award monies. Our specialized purpose of the program and our vision is to reimagine student learning and success to serve our unique population of students and families. If awarded this Mayor's Youth Fund to supplement our program we will be able to serve a larger population of students in our alternative education community.

Total Amount Requested: \$ 3,000

Electronic Signature Agreement I agree.

Electronic Signature Kimberly Moir

Date 8/30/2024

Email not displaying correctly? [View it in your browser.](#)

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) > _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☒ Other (see instructions) > K-12 SCHOOL DISTRICT	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ Applies to accounts maintained outside the U.S.	
5 Address (number, street, and apt. or suite no.) See instructions. PO BOX 1031 -or- 700 PACIFIC STREET	Requester's name and address (optional)	
6 City, state, and ZIP code MONTEREY, CALIFORNIA 93942-1031 or 93940		
7 List account number(s) here (optional)		

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
OR								
Employer identification number								
7	7	-	0	3	2	0	7	1

Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person > 

Date > **8/30/24**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Mayor's Youth Fund Closing Report

Date Mayor's Youth Fund request was approved: September 21, 2023

Central Coast High School
Kimberly Moir
College and Career Specialist
200 Coe Ave.
Seaside, CA 93955
kmoir@mpusd.k12.ca.us
831-645-1219

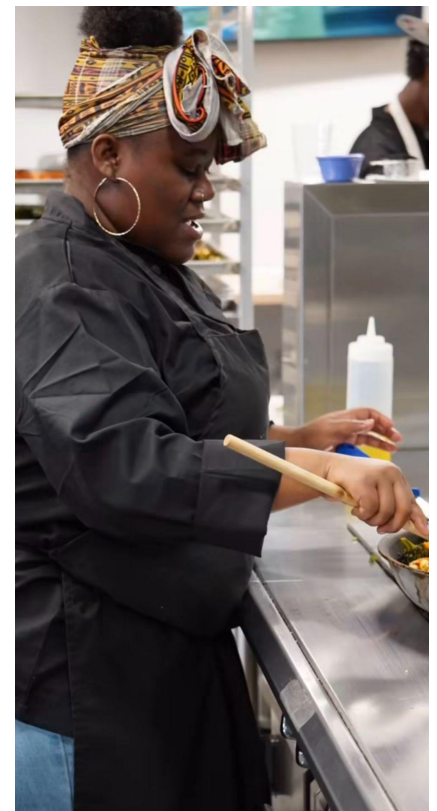
Please describe the activities and the date the group/individual participated in related to reduce, reuse, recycle?

The Work To Learn Program is an effort by Central Coast High School to bring work experience to our general education students with the goal of expanding students' post-secondary options. This program provides first-hand experience in a field they are considering as a career and the opportunity to prepare students for the ever changing workforce landscape. This school year we provide work-based learned placements students within two Career Technical Education Sectors: Education Pathway and Hospitality/Food Service (Culinary Pathway), as well as at Community Day High School.

Students in the Education Pathway will be offered a paid job placement within after school programs at various MPUSD elementary school sites. This is a brand new pathway which was opened up last school year at Central Coast High School and the students are gaining work experience by visiting Dual Language Academy of Monterey Peninsula twice weekly. They enjoy being in the classrooms to reinforce math and phonics/reading skills, and remain focused on supporting a "Reduce, Reuse and Recycle" philosophy when in the classrooms, cafeteria, and outdoor areas.

A group of Culinary students have been given the opportunity to be paid to cater our Back to school night event. Under the supervision of our Culinary instructor, Nicole Esteybar, students do a diligent job of reducing waste, reusing food

supplies and recycling throughout the planning and execution of the event.



Community Day High School students will benefit from the funds awarded by way of the native plant restoration project that the BLM supervises. Students who do not require community service hours will be paid for their weekly contribution to the Ft. Ord Natural Reserve. Our students are fortunate for this opportunity to make meaningful improvements to our community.

We plan to add placements in the Spring for our Hospitality Pathway at the Monterey Plaza Hotel. These internship placements will be paid by the Plaza hotel and not using the Mayor's Youth Fund, however, we are eager to begin and increase students' work-based learning within the tourism industry. They're known for their four star Forbes service, and are highly acclaimed for their historic location, and fresh, sustainable seafood.

We thank you for this wonderful funding awarded to us the past four years.



CITY OF SEASIDE STAFF REPORT

Item No.: 9.E.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dan Meewis, Recreation Director
Leslie Llantero, Assistant Engineer

DATE: September 19, 2024

SUBJECT: ADOPT A RESOLUTION AUTHORIZING AN AGREEMENT WITH SEASIDE COUNTY SANITATION DISTRICT (SCSD) FOR REIMBURSEMENT OF CONSTRUCTION COSTS FOR REPAIR TO THE SANITARY SEWER MAIN IN THE FISCAL YEAR 2023 PAVEMENT REHABILITATION PROJECT

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute an agreement with the Seaside County Sanitation District (SCSD) for reimbursement of construction costs for the repair of the sanitary sewer main included in the City of Seaside's FY 2023 Pavement Rehabilitation Project.

BACKGROUND

The Seaside County Sanitation District (SCSD) provides sewer utility services to the City of Seaside, Sand City, and City of Del Rey Oaks. The City of Seaside started construction on the 2023 Pavement Rehabilitation Project (Project) in August 2024, which includes repaving 13 street segments, sidewalk accessibility upgrades, signage and striping, and the repair of the sanitary sewer main on Flores Street.

The sewer main on Flores Street is damaged. The City proposed to perform this work concurrently with the same construction contract as the City's construction project. The City retained the services of Pavement Engineering Incorporated as the engineering firm to design the proposed pavement improvements and incorporated the sewer repair specification and detail into the Project bid documents. The attached reimbursement agreement proposes that the SCSD pay its share of the actual cost of the work determined on the basis of the actual bid price of the construction contract and a

proportionate share for mobilization, traffic control, water pollution control, and construction management and inspection services. The estimated cost to SCSD for their portion of the work being done by the City's construction contractor is \$10,005.56. A contingency amount of approximately 10% of the construction cost for unforeseen circumstances associated with the construction has been authorized by the City Council. The construction contract was awarded to Coastal Paving and Excavating Inc. at the June 6, 2024, Council meeting. The total SCSD amount of the construction cost, including contingency, to be reimbursed to the City upon completion of the scope of work of the City project, is \$11,006.11.

At their meeting on September 10, 2024, the SCSD Board approved executing a reimbursement agreement to reimburse the City of Seaside for repairs to the sanitary sewer system included in the 2023 Pavement Rehabilitation Project. Staff is now recommending the City Council authorize the City Manager to execute the reimbursement agreement.

FISCAL IMPACT

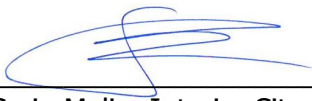
The Sewer Main Replacement (953-8820-9215) remaining budget is \$345,758.65.

There are sufficient funds available in the approved budget to support the reimbursement agreement with the Seaside County Sanitation District for an estimated amount of \$10,005.56 plus 10% contingency for a total amount of \$11,006.11, to be funded from the Sewer Main Replacement fund (Account 953-8820-9215), to the project account (Account 212-8920-9600).

ATTACHMENTS

1. Resolution
2. Reimbursement Agreement
3. Reimbursement Agreement Exhibit A

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING A REIMBURSEMENT AGREEMENT WITH THE SEASIDE COUNTY
SANITATION DISTRICT FOR REPAIR TO THE SANITARY SEWER SYSTEM AS A
PART OF THE 2023 PAVEMENT REHABILITATION PROJECT**

WHEREAS, the City of Seaside (City) 2023 Pavement Rehabilitation Project (Project), includes repaving 13 streets, sidewalk accessibility improvements, sewer main repair, sign relocations, and striping; and

WHEREAS, the sewer main repair consists of removing and replacing approximately 2-foot damaged section of the sanitary sewer main located on Flores Street; and

WHEREAS, the repair of the sewer main will be completed concurrently and with the construction contract for the City's Project; and

WHEREAS, Seaside County Sanitation District (District) is the owner and operator of the sanitary sewer system within the proposed project limits; and

WHEREAS, on September 10, 2024, SCSD approved the reimbursement agreement paying its share of probable costs for a total of \$10,005.56, including a 10% contingency for a total possible construction amount of \$11,006.11 as outlined in Exhibit A; and

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute a reimbursement agreement, as approved with any minor edits by the City Attorney, with the Seaside County Sanitation District to pay for repairs to the sanitary sewer system as part of the 2023 Pavement Rehabilitation Project for an estimated amount of \$10,005.56 including a 10% contingency, for a total possible construction amount of \$11,006.11 to be funded from Account No. 953-8820-

9215 in the Sewer Main Replacement Fund, and directs the Finance Director to make appropriate budget adjustments.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of September 2024, by the following vote:

AYES:	COUNCIL MEMBERS
NOES:	COUNCIL MEMBERS
ABSENT:	COUNCIL MEMBERS
ABSTAIN:	COUNCIL MEMBERS

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, City Attorney

2023 PAVEMENT REHABILITATION PROJECT
REIMBURSEMENT AGREEMENT

This is a Sewer Line Improvement and Relocation Reimbursement Agreement between the City of Seaside ("CITY") and Seaside County Sanitation District ("SCSD") for the purpose of repairing certain portions of sewer line and the reimbursement to CITY by SCSD for removing and replacing certain portions of the existing sewer line.

RECITALS

WHEREAS, SCSD is the owner and operator of the sewer line which is required to be repaired as a part of the City's repaving project; and

WHEREAS, SCSD and CITY have agreed that such repair of the sewer line is of benefit to SCSD as it will improve the quality of the sewer line all to the benefit of SCSD; and

WHEREAS, SCSD has reviewed and approved the improvements associated with the repair of the sewer line, and as described in PLANS and Exhibit A ("Improvements"), will benefit other properties within the City and are therefore properly the subject of this Reimbursement Agreement; and

NOW THEREFORE, SCSD AND CITY AGREE AS FOLLOWS:

AGREEMENT

1. Recitals Correct. The recitals set forth above are true and correct.
2. Reimbursement. SCSD and CITY agree that Improvements consisting of the repair of the sewer line shown on the PLANS and as described in Exhibit A are properly the subject of a Reimbursement Agreement and that the not to exceed sum of \$11,006.11 is a fair and equitable reimbursement for CITY'S costs of repairing the sewer line to benefit other properties within the City. SCSD agrees to pay CITY amount listed above upon completion of the Improvements by CITY, and approval of and acceptance of dedication of Improvements by the District Engineer.
3. Construction. CITY shall construct Improvements. The Improvements as described in PLANS and Exhibit A have been reviewed and approved by CITY. However, SCSD has not made an independent investigation of the job site, soil conditions, and any and all other conditions that might affect the design and construction of the facilities. It is the responsibility of CITY to construct all Improvements in accordance with the PLANS and Exhibit A. In the event that job conditions require changes in the PLANS and/or Exhibit A, a request for such deviation must be submitted in writing by CITY for approval by SCSD; no deviation will be allowed without such approval.
4. Access; Compliance with Plans and Exhibit A. CITY shall allow SCSD'S duly authorized representative access to the work at all times and shall furnish representative with

every reasonable facility for ascertaining that the methods, materials, and workmanship comply with the requirements and intent of the PLANS and Exhibit A. SCSD may reject defective work and require its repair, replacement, or removal by CITY, all at no expense to SCSD. All work shall conform to the PLANS and Exhibit A.

5. Default. In the event that the Improvements are not completed to the satisfaction of SCSD, SCSD in addition to any other remedy at law or equity, may complete such work with its own forces or by contract. In the event of such default by CITY, and SCSD's subsequent undertaking, SCSD shall have no obligation to reimburse CITY for any partial performance of this agreement, except that SCSD shall reimburse CITY for that portion of the work which is determined by SCSD to be acceptable.

6. Indemnity. CITY agrees to accept all responsibility for loss or damage to any person or entity, and to defend indemnify, hold harmless and release SCSD, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses that maybe asserted by any person or entity, including CITY, arising out of or in connection with the performance of CITY hereunder, whether or not there is concurrent negligence on the part of SCSD but excluding liability due to the sole active negligence or sole willful misconduct of SCSD. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CITY or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. CITY shall be liable to SCSD for any loss of, or damage to, SCSD property arising from or in connection with CITY'S performance hereunder.

7. Permits. Prior to commencing construction of Improvements, CITY shall be responsible for obtaining all required permits for the construction and installation of said improvements and facilities, including but not limited to building, grading and encroachment permits from CITY.

8. Prevailing Wages. This is a public works project and CITY shall comply with all provisions of California Labor Code §§ 1770 *et seq.* regarding prevailing wages.

9. Workmanship. CITY hereby warrants that the design and construction of improvements will not adversely affect any portion of adjacent properties, and that all work will be performed in a proper and workmanlike manner.

10. No Third Party Beneficiary. Nothing in this agreement does or is intended to create an interest in any person or entity not a party to this agreement.

11. Merger. This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the agreement, pursuant to Code of Civil Procedure section 1856. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

12. Notice. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail shall be addressed as follows:

SCSD
Seaside County Sanitation District
Attn: District Engineer
440 Harcourt Avenue
Seaside, CA 93955

CITY
City of Seaside
Attn: City Engineer
440 Harcourt Avenue
Seaside, CA 93955

and when so addressed shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notice, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

13. Governing Law; Venue. This Agreement shall be construed, and its performance enforced, under California law. Because this Agreement is to be performed in the County of Monterey, the parties hereto agree that the forum for the adjudication of any dispute regarding this Agreement or enforcement thereof shall be brought exclusively and solely in Monterey County, California.

14. Assignment. CITY shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of the District Engineer, in the District Engineer's sole and absolute discretion. CITY agrees that the District Engineer shall have the right to approve any and all subcontractors and subconsultants to be used by CITY in the performance of this Agreement before CITY contracts with or otherwise engages any such subcontractors or subconsultants.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed

SEASIDE COUNTY SANITATION
DISTRICT:

CITY:

Date: 9/12/24

Date: _____

By: Dan Meewis

By: _____

Dan Meewis
Acting District Manager

Craig Malin
Interim City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Reed W. Gallogly, District Counsel

By: _____
Sheri L. Damon, City Attorney

Attachments: Exhibit A – 2023 Pavement Rehabilitation Sanitary Sewer Reimbursement
Tabulation

2023 PAVEMENT REHABILITATION PROJECT
REIMBURSEMENT AGREEMENT

This is a Sewer Line Improvement and Relocation Reimbursement Agreement between the City of Seaside (“CITY”) and Seaside County Sanitation District (“SCSD”) for the purpose of repairing certain portions of sewer line and the reimbursement to CITY by SCSD for removing and replacing certain portions of the existing sewer line.

RECITALS

WHEREAS, SCSD is the owner and operator of the sewer line which is required to be repaired as a part of the City’s repaving project; and

WHEREAS, SCSD and CITY have agreed that such repair of the sewer line is of benefit to SCSD as it will improve the quality of the sewer line all to the benefit of SCSD; and

WHEREAS, SCSD has reviewed and approved the improvements associated with the repair of the sewer line, and as described in PLANS and Exhibit A (“Improvements”), will benefit other properties within the City and are therefore properly the subject of this Reimbursement Agreement; and

NOW THEREFORE, SCSD AND CITY AGREE AS FOLLOWS:

AGREEMENT

1. Recitals Correct. The recitals set forth above are true and correct.
2. Reimbursement. SCSD and CITY agree that Improvements consisting of the repair of the sewer line shown on the PLANS and as described in Exhibit A are properly the subject of a Reimbursement Agreement and that the not to exceed sum of \$11,006.11 is a fair and equitable reimbursement for CITY’S costs of repairing the sewer line to benefit other properties within the City. SCSD agrees to pay CITY amount listed above upon completion of the Improvements by CITY, and approval of and acceptance of dedication of Improvements by the District Engineer.
3. Construction. CITY shall construct Improvements. The Improvements as described in PLANS and Exhibit A have been reviewed and approved by CITY. However, SCSD has not made an independent investigation of the job site, soil conditions, and any and all other conditions that might affect the design and construction of the facilities. It is the responsibility of CITY to construct all Improvements in accordance with the PLANS and Exhibit A. In the event that job conditions require changes in the PLANS and/or Exhibit A, a request for such deviation must be submitted in writing by CITY for approval by SCSD; no deviation will be allowed without such approval.
4. Access; Compliance with Plans and Exhibit A. CITY shall allow SCSD’S duly authorized representative access to the work at all times and shall furnish representative with

every reasonable facility for ascertaining that the methods, materials, and workmanship comply with the requirements and intent of the PLANS and Exhibit A. SCSD may reject defective work and require its repair, replacement, or removal by CITY, all at no expense to SCSD. All work shall conform to the PLANS and Exhibit A.

5. Default. In the event that the Improvements are not completed to the satisfaction of SCSD, SCSD in addition to any other remedy at law or equity, may complete such work with its own forces or by contract. In the event of such default by CITY, and SCSD's subsequent undertaking, SCSD shall have no obligation to reimburse CITY for any partial performance of this agreement, except that SCSD shall reimburse CITY for that portion of the work which is determined by SCSD to be acceptable.

6. Indemnity. CITY agrees to accept all responsibility for loss or damage to any person or entity, and to defend indemnify, hold harmless and release SCSD, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses that maybe asserted by any person or entity, including CITY, arising out of or in connection with the performance of CITY hereunder, whether or not there is concurrent negligence on the part of SCSD but excluding liability due to the sole active negligence or sole willful misconduct of SCSD. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CITY or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. CITY shall be liable to SCSD for any loss of, or damage to, SCSD property arising from or in connection with CITY'S performance hereunder.

7. Permits. Prior to commencing construction of Improvements, CITY shall be responsible for obtaining all required permits for the construction and installation of said improvements and facilities, including but not limited to building, grading and encroachment permits from CITY.

8. Prevailing Wages. This is a public works project and CITY shall comply with all provisions of California Labor Code §§ 1770 *et seq.* regarding prevailing wages.

9. Workmanship. CITY hereby warrants that the design and construction of improvements will not adversely affect any portion of adjacent properties, and that all work will be performed in a proper and workmanlike manner.

10. No Third Party Beneficiary. Nothing in this agreement does or is intended to create an interest in any person or entity not a party to this agreement.

11. Merger. This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the agreement, pursuant to Code of Civil Procedure section 1856. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

12. Notice. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail shall be addressed as follows:

SCSD
Seaside County Sanitation District
Attn: District Engineer
440 Harcourt Avenue
Seaside, CA 93955

CITY
City of Seaside
Attn: City Engineer
440 Harcourt Avenue
Seaside, CA 93955

and when so addressed shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notice, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

13. Governing Law; Venue. This Agreement shall be construed, and its performance enforced, under California law. Because this Agreement is to be performed in the County of Monterey, the parties hereto agree that the forum for the adjudication of any dispute regarding this Agreement or enforcement thereof shall be brought exclusively and solely in Monterey County, California.

14. Assignment. CITY shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of the District Engineer, in the District Engineer's sole and absolute discretion. CITY agrees that the District Engineer shall have the right to approve any and all subcontractors and subconsultants to be used by CITY in the performance of this Agreement before CITY contracts with or otherwise engages any such subcontractors or subconsultants.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed

SEASIDE COUNTY SANITATION
DISTRICT:

CITY:

Date: _____

Date: _____

By: _____

Dan Meewis
Acting District Manager

By: _____

Craig Malin
Interim City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Reed W. Gallogly, District Counsel

By: _____
Sheri L. Damon, City Attorney

Attachments: Exhibit A – 2023 Pavement Rehabilitation Sanitary Sewer Reimbursement
Tabulation



CITY OF SEASIDE STAFF REPORT

Item No.: 9.F.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dan Meewis, Recreation Director
Kirstin van Gend, Administrative Analyst II

DATE: September 19, 2024

SUBJECT: ADOPT A RESOLUTION AUTHORIZING AN AGREEMENT WITH SEASIDE COUNTY SANITATION DISTRICT (SCSD) FOR REIMBURSEMENT OF CONSTRUCTION COSTS FOR REPAIRS TO THE SANITARY SEWER MAIN IN THE LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute an agreement with the Seaside County Sanitation District (SCSD) for reimbursement of construction costs for the repair of the sanitary sewer main included in the City of Seaside's Lincoln Cunningham Park Phase 1 - Arterial Trail Project.

BACKGROUND

The Seaside County Sanitation District (SCSD) provides sewer utility services to the City of Seaside, Sand City, and City of Del Rey Oaks. The City of Seaside will begin construction on the Lincoln Cunningham Park phase 1 - Arterial Trail Project in October 2024, which includes construction of a concrete multi-use path through Lincoln Cunningham Park from San Pablo Avenue to Lincoln Street; storm drainage improvements; curb ramp retrofits; sewer main repair; one on-street accessible parking stall on Lincoln Street between Lincoln Cunningham Park and Havana Soliz Park; and seeding for erosion control.

During the trail design phase, it was discovered that the sanitary sewer mainline in Lincoln Cunningham Park needs repair. Approximately a ten-foot section will be removed and replaced. The City has proposed to perform this work concurrently and with the same construction contract for the City's trail project construction. The

attached reimbursement agreement proposes that the SCSD pay its share of the actual cost of the work determined on the basis of the actual bid price of the construction contract and a proportionate share for mobilization, earthwork, and construction management and inspection services. The estimated cost to SCSD for their portion of the work being done by the City's construction contractor is \$9,636.65. A contingency amount of approximately 15% of the construction cost for unforeseen circumstances associated with the construction has been authorized by the City Council. The construction contract was awarded to Monterey Peninsula Engineering (MPE) at the July 25, 2024, Council meeting. The total SCSD amount of the construction cost, including contingency, to be reimbursed to the City upon completion of the scope of work of the City project, is \$11,082.15.

At their meeting on September 10, 2024, the SCSD Board approved executing a reimbursement agreement to reimburse the City of Seaside for repairs to the sanitary sewer system included in the Lincoln Cunningham Park phase 1 - Arterial Trail Project. Staff is now recommending the City Council authorize the City Manager to execute the reimbursement agreement.

FISCAL IMPACT

The Sewer Main Replacement (953-8820-9215) remaining budget is \$345,758.65.

There are sufficient funds available in the approved budget to support the reimbursement agreement with the Seaside County Sanitation District for an estimated amount of \$9,636.65 plus 15% contingency for a total amount of \$11,082.15, to be funded from the Sewer Main Replacement fund (Account 953-8820-9215), to the project account (Account 212-8920-9600).

ATTACHMENTS

1. Resolution
2. Reimbursement Agreement
3. Reimbursement Agreement Exhibit A

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING A REIMBURSEMENT AGREEMENT WITH THE SEASIDE COUNTY
SANITATION DISTRICT FOR REPAIR TO THE SANITARY SEWER SYSTEM AS A
PART OF THE LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL
PROJECT**

WHEREAS, the City of Seaside (City) Lincoln Cunningham Park Phase 1 - Arterial Trail Project (Project), includes construction of a concrete multi-use path through Lincoln Cunningham Park from San Pablo Avenue to Lincoln Street; storm drainage improvements; curb ramp retrofits; sewer main repair; one on-street accessible parking stall on Lincoln Street between Lincoln Cunningham Park and Havana Soliz Park; and seeding for erosion control; and

WHEREAS, the sewer main repair consists of removing and replacing approximately 10-foot damaged section of the sanitary sewer main located in Lincoln Cunningham Park; and

WHEREAS, the repair of the sewer main will be completed concurrently and with the construction contract for the City's Project; and

WHEREAS, Seaside County Sanitation District (District) is the owner and operator of the sanitary sewer system within the proposed project limits; and

WHEREAS, on September 10, 2024, SCSD approved the reimbursement agreement paying its share of probable costs for a total of \$9,636.65, including a 15% contingency for a total possible construction amount of \$11,082.15 as outlined in Exhibit A; and

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute a reimbursement agreement, as approved

with any minor edits by the City Attorney, with the Seaside County Sanitation District to pay for repairs to the sanitary sewer system as part of the Lincoln Cunningham Park Phase 1 - Arterial Trail Project for an estimated amount of \$9,636.65 including a 15% contingency, for a total possible construction amount of \$11,082.15 to be funded from Account No. 953-8820-9215 in the Sewer Main Replacement Fund, and directs the Finance Director to make appropriate budget adjustments.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of September 2024, by the following vote:

AYES:	COUNCIL MEMBERS
NOES:	COUNCIL MEMBERS
ABSENT:	COUNCIL MEMBERS
ABSTAIN:	COUNCIL MEMBERS

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, District Counsel

LINCOLN CUNNINGHAM PARK PHASE 1 - ARTERIAL TRAIL PROJECT
REIMBURSEMENT AGREEMENT

This is a Sewer Line Improvement and Relocation Reimbursement Agreement between the City of Seaside ("CITY") and Seaside County Sanitation District ("SCSD") for the purpose of repairing certain portions of sewer line and the reimbursement to CITY by SCSD for removing and replacing certain portions of the existing sewer line.

RECITALS

WHEREAS, SCSD is the owner and operator of the sewer line which is required to be repaired as a part of the City's trail project; and

WHEREAS, SCSD and CITY have agreed that such repair of the sewer line is of benefit to SCSD as it will improve the quality of the sewer line all to the benefit of SCSD; and

WHEREAS, SCSD has reviewed and approved the improvements associated with the repair of the sewer line, and as described in PLANS and Exhibit A ("Improvements"), will benefit other properties within the City and are therefore properly the subject of this Reimbursement Agreement; and

NOW THEREFORE, SCSD AND CITY AGREE AS FOLLOWS:

AGREEMENT

1. Recitals Correct. The recitals set forth above are true and correct.
2. Reimbursement. SCSD and CITY agree that Improvements consisting of the repair of the sewer line shown on the PLANS and as described in Exhibit A are properly the subject of a Reimbursement Agreement and that the sum amount not to exceed \$11,082.15 is a fair and equitable reimbursement for CITY'S costs of repairing the sewer line to benefit other properties within the City. SCSD agrees to pay CITY amount listed above upon completion of the Improvements by CITY, and approval of and acceptance of dedication of Improvements by the District Engineer.
3. Construction. CITY shall construct Improvements. The Improvements as described in PLANS and Exhibit A have been reviewed and approved by CITY. However, SCSD has not made an independent investigation of the job site, soil conditions, and any and all other conditions that might affect the design and construction of the facilities. It is the responsibility of CITY to construct all Improvements in accordance with the PLANS and Exhibit A. In the event that job conditions require changes in the PLANS and/or Exhibit A, a request for such deviation must be submitted in writing by CITY for approval by SCSD; no deviation will be allowed without such approval.
4. Access; Compliance with Plans and Exhibit A. CITY shall allow SCSD'S duly authorized representative access to the work at all times and shall furnish representative with

every reasonable facility for ascertaining that the methods, materials, and workmanship comply with the requirements and intent of the PLANS and Exhibit A. SCSD may reject defective work and require its repair, replacement, or removal by CITY, all at no expense to SCSD. All work shall conform to the PLANS and Exhibit A.

5. Default. In the event that the Improvements are not completed to the satisfaction of SCSD, SCSD in addition to any other remedy at law or equity, may complete such work with its own forces or by contract. In the event of such default by CITY and SCSD's subsequent undertaking, SCSD shall have no obligation to reimburse CITY for any partial performance of this agreement, except that SCSD shall reimburse CITY for that portion of the work which is determined by SCSD to be acceptable.

6. Indemnity. CITY agrees to accept all responsibility for loss or damage to any person or entity, and to defend indemnify, hold harmless and release SCSD, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses that maybe asserted by any person or entity, including CITY, arising out of or in connection with the performance of CITY hereunder, whether or not there is concurrent negligence on the part of SCSD but excluding liability due to the sole active negligence or sole willful misconduct of SCSD. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CITY or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. CITY shall be liable to SCSD for any loss of, or damage to, SCSD property arising from or in connection with CITY'S performance hereunder.

7. Permits. Prior to commencing construction of Improvements, CITY shall be responsible for obtaining all required permits for the construction and installation of said improvements and facilities, including but not limited to building, grading and encroachment permits from CITY.

8. Prevailing Wages. This is a public works project and CITY shall comply with all provisions of California Labor Code §§ 1770 *et seq.* regarding prevailing wages.

9. Workmanship. CITY hereby warrants that the design and construction of improvements will not adversely affect any portion of adjacent properties, and that all work will be performed in a proper and workmanlike manner.

10. No Third Party Beneficiary. Nothing in this agreement does or is intended to create an interest in any person or entity not a party to this agreement.

11. Merger. This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the agreement, pursuant to Code of Civil Procedure section 1856. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

12. Notice. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail shall be addressed as follows:

SCSD
Seaside County Sanitation District
Attn: District Engineer
440 Harcourt Avenue
Seaside, CA 93955

CITY
City of Seaside
Attn: City Engineer
440 Harcourt Avenue
Seaside, CA 93955

and when so addressed shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notice, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

13. Governing Law; Venue. This Agreement shall be construed, and its performance enforced, under California law. Because this Agreement is to be performed in the County of Monterey, the parties hereto agree that the forum for the adjudication of any dispute regarding this Agreement or enforcement thereof shall be brought exclusively and solely in Monterey County, California.

14. Assignment. CITY shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of the District Engineer, in the District Engineer's sole and absolute discretion. CITY agrees that the District Engineer shall have the right to approve any and all subcontractors and subconsultants to be used by CITY in the performance of this Agreement before CITY contracts with or otherwise engages any such subcontractors or subconsultants.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed

SEASIDE COUNTY SANITATION
DISTRICT:

CITY:

Date: 9/12/24

Date: _____

By: 

By: _____

Dan Meewis
Acting District Manager

Craig Malin
Interim City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Reed W. Gallogly, District Counsel

By: _____
Sheri L. Damon, City Attorney

Attachments: Exhibit A – Lincoln Cunningham Park Phase 1 Arterial Trail Project
Reimbursement Tabulation

Exhibit A
Lincoln Cunningham Park Phase 1 - Arterial Trail Project
Sanitary Sewer
Reimbursement Tabulation

Item Description	Lincoln Cunningham Park Trail Bid item Price	Sanitary Sewer Repair Contribution Cost
Mobilization	\$ 30,000.00	\$ 249.00
Earthwork	\$ 85,000.00	\$ 705.50
Replace 10 LF Sanitary Sewer Main	\$ 7,000.00	\$ 7,000.00
CM & Inspection Consultant Costs	\$ 202,669.00	\$ 1,682.15
Total Sanitary Sewer Costs		\$ 9,636.65
15% Contingency		\$ 1,445.50
Total Sanitary Sewer Costs w/ Contingency		\$ 11,082.15



CITY OF SEASIDE STAFF REPORT

Item No.: 9.G.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dan Meewis, Recreation Director
Leslie Llantero, Assistant Engineer

DATE: September 19, 2024

SUBJECT: ADOPT A RESOLUTION APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH PAVEMENT ENGINEERING INC. TO PERFORM PAVEMENT CONDITION EVALUATIONS AND UPDATE THE PAVEMENT MANAGEMENT PROGRAM FOR AN AMOUNT NOT TO EXCEED \$24,990.00

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute a professional services agreement with Pavement Engineering Inc. (PEI) to perform pavement condition evaluations and update the Pavement Management Program for an amount not to exceed \$24,990.00.

BACKGROUND

On November 8, 2016, the voters of Monterey County approved Measure X, authorizing the Transportation Agency for the Monterey County (TAMC) to impose and administer the proceeds from a three-eighths cent transaction and use tax ("Measure X"). To remain eligible and receive Measure X funds, and to insure timely implementation of street repairs, and to keep the public informed, Measure X requires each jurisdiction to develop a Pavement Management Program (PMP), provide program updates, and submit regular reports on the conditions of their streets. The PMP tracks inventory, stores work history and furnishes budget estimates to optimize funding for improving the City's pavement network system.

Per the Measure X Master Funding Agreement with TAMC (AG17-083 & AG17-102), the City must submit an annual compliance plan by December 31st of each year. As part of the annual compliance plan, the PMP must have the arterial and collector street

segments re-inspected every three years and residential or local street segments every six years. The previous pavement condition evaluation or inspection, which included the City's entire street network, was conducted in November 2021. The Pavement Management Program was updated and presented to the City Council at the February 16, 2023, meeting. At that time, the City approved a Five-Year Pavement Rehabilitation Policy (Policy) and a street list for the 2022/2023 Pavement Rehabilitation Project, currently under construction.

The City requested PEI to submit a proposal to perform pavement condition evaluations and to update the PMP. The proposal submitted includes pavement condition evaluations for arterial and collector street segments, developing treatment unit costs, performing budget analysis including project costs based upon projected funding, and a final report reflecting the changes. The cost for these services outlined in the proposal is \$24,990.00 and is scheduled to be completed within 10 weeks. The pavement evaluations and updates to the PMP will assist the City in developing the next pavement rehabilitation project.

FISCAL IMPACT

The Pavement Management Program is an approved project in the City's FY 2024/2025 Capital Improvement Program. The remaining budget in the Pavement Management Program account (212-8990-9600) is \$66,283.00. There is adequate funding in the Pavement Management Program account to fund the pavement condition evaluations and update the Pavement Management Program for an amount not to exceed \$24,990.00.

ATTACHMENTS

1. Resolution
2. PEI Professional Services Agreement
3. Measure X Funding Agreement

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

RESOLUTION NO.**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE****APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH PAVEMENT
ENGINEERING INC. TO PERFORM PAVEMENT CONDITION EVALUATIONS
AND UPDATE THE PAVEMENT MANAGEMENT PROGRAM FOR AN AMOUNT
NOT TO EXCEED \$24,990.00**

WHEREAS on November 8, 2016, the voters of Monterey County approved Measure X, authorizing the Transportation Agency for the Monterey County (TAMC) to impose and administer the proceeds from a three-eighths cent transaction and use tax ("Measure X"); and

WHEREAS, to insure repairs are implemented in a timely manner and keep the public informed, Measure X requires each jurisdiction to develop a Pavement Management Program (PMP), keep the program updated, and to submit regular reports on the conditions of their streets; and

WHEREAS, per the Measure X Master Funding Agreement (Agreement) with TAMC, it stipulates PMP requirements; and

WHEREAS, the City of Seaside's PMP was last updated in 2021 and the Agreement requires updates to the PMP with updated pavement evaluations for the arterial and collector street segments every three years and the City's does not have the requisite technical knowledge and assistance by personnel with specific knowledge and experience is required; and

WHEREAS, Pavement Engineering Inc. (PEI) is on the City's On-Call list for Engineering Services (Resolution No. 22-62) and performed the previous pavement evaluation and PMP Update in 2021; and

WHEREAS, PEI's proposal includes evaluating the arterial and collector street segments, update the database with new ratings and treatment unit prices, perform budget analysis scenarios, and a final report for an amount to exceed \$24,990; and

WHEREAS, a 20% contingency or \$4,998.00 is appropriate for a project of this

scope and should be authorized on an as required basis; and

WHEREAS, there are sufficient funds available for the pavement condition evaluations and update to the Pavement Management Program in the Fiscal Year 2024/2025 budget in Account No. 212-8990-9600.

NOW, THEREFORE BE IT RESOLVED, that the City of Seaside City Council authorizes the City Manager to execute a Professional Services Agreement with Pavement Engineering Inc. to perform the pavement condition evaluation and update the Pavement Management Program for an amount not to exceed \$24,990.00 and written amendments such that the total agreement does not exceed \$29,988.00.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of September 2024, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, City Attorney



**CITY OF SEASIDE
PROFESSIONAL SERVICE AGREEMENT
2024 PAVEMENT MANAGEMENT PROGRAM UPDATE**

THIS AGREEMENT, is made and effective September 5, 2024, between the City of Seaside, a municipal corporation ("Agency") and Pavement Engineering Incorporated, corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the effective date above and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2025 unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the tasks described and set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in **Exhibit A**.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. AGENCY MANAGEMENT

Agency's City Engineer shall represent Agency in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Consultant. Agency's City Manager shall be authorized to act on Agency's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Twenty Four Thousand Nine Hundred Ninety dollars (\$24,990.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency City Manager and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services.

(c) Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the Agency disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The Agency may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Agency suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the Agency shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Agency. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the Agency pursuant to Section 3.

7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, Agency shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the Agency Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the Agency shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by Agency that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of Agency or its designees at reasonable times to such books and records; shall give Agency the right to examine and audit said books and records; shall permit Agency to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer discs, and reports prepared by the Contractor under this Agreement shall become the sole property of the Agency and may be used, reused, or otherwise disposed of by the Agency without the permission of Contractor. With respect to computer files, Contractor shall make available to Agency, at Consultant's office and upon reasonable written request by Agency, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by Agency in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, the parties agree to mediation with a third party neutral to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the Agency.

(b) For All Other Liabilities

Notwithstanding the foregoing and without diminishing any rights of Agency under Section 9.A, for any liability, claim, demand, allegation against Agency arising out of, related to, or pertaining to any act or omission of Consultant, but which is not a design professional service, Consultant shall defend, indemnify, and hold harmless Agency, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the Agency, except for the sole or active negligence of, or willful misconduct of the Agency.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in **Exhibit C** attached to and part of this Agreement.

11. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the Agency a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither Agency nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the Agency. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against Agency, or bind Agency in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, Agency shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for Agency. Agency shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The Agency, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the Agency in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Agency will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the Agency to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of Agency, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest,

direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without Agency's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the Agency Manager or unless requested by the Agency Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the Agency. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives Agency notice of such court order or subpoena.

(b) Consultant shall promptly notify Agency should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the Agency. Agency retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with Agency and to provide the opportunity to review any response to discovery requests provided by Consultant. However, Agency's right to review any such response does not imply or mean the right by Agency to control, direct, or rewrite said response.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To Agency:

City of Seaside
440 Harcourt Ave
Seaside, CA 93955
Attention: City Clerk

To Consultant:

Pavement Engineering Incorporated
3485 Sacramento Drive, Suite A
San Luis Obispo, California 93401

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the Agency. Because of the personal nature of the services to be rendered pursuant to this Agreement, Joe Ririe shall be the Project Manager and Engineer of Record for the services described in this Agreement.

Joe Ririe may use assistants, under its direct supervision, to perform some of the services under this Agreement. Consultant shall provide Agency fourteen (14) days' notice prior to the departure of Joe Ririe from Consultant's employ. Should he leave Consultant's employ, the Agency shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the Consultant.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

19. GOVERNING LAW

The Agency and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the Agency.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements,

oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. WORK SCHEDULED/TIME OF COMPLETION

Consultant shall complete the outlined scope of work in a timely manner within the time frame per "Section 1. Term" of this contract.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of Agency's Request for Proposal, **Exhibit B** hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, **Exhibit A** hereto. In the event of conflict, the requirements of Agency's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

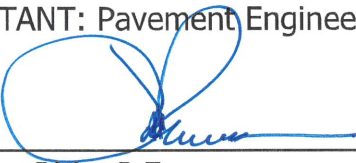
23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CONSULTANT: Pavement Engineering Incorporated

By:



Joe Ririe, P.E.
Senior Principal Engineer

Date: 9/9/2024

AGENCY: City of Seaside

Craig Malin, Interim City Manager

Date: _____

Attachments:	Exhibit A	Scope of Work/Consultants Proposal
	Exhibit B	Fee Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	Resolution 22-62 On Call Consultant List



August 30, 2024

MP24-465A

Leslie Llantero
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Subject: City of Seaside – 2024 Pavement Management Program Update

Dear Leslie:

Per your request, we are submitting our proposal to update the pavement management program. As always, PEI will go the extra mile and deliver services with the highest degree of honesty, trust and professionalism.

BACKGROUND

The City of Seaside currently maintains approximately 79 centerline miles or 13,444,206 square feet of pavement with an asset with a replacement value of approximately \$360,657,000 as calculated by StreetSaver® during the 2022 PMP update. For this PMS update, the City would like PEI to reinspect only the arterial and collector road segments, approximately 35 centerline miles. As part of the update, we will also prepare and present a summary of our findings for the City Council. Our scope of work to achieve these goals, a project schedule and associated fees are outlined below.

SCOPE OF WORK

Task 1: Pavement Condition Surveys

PEI will inspect all the arterials and collectors, as well as, any newly annexed miles since the last update. We will measure and evaluate the following pavement distresses: alligator cracking, block cracking, distortions, patches/utility cuts, rutting/depressions, longitudinal and transverse cracking, and weathering/raveling. For rigid pavements, the following seven distresses will be included: corner break, divided (shattered slab), faulting, linear cracking, patching and utility cuts, scaling/map cracking/crazing, and spalling.

PEI will use a vehicle-mounted digital measuring device to measure the length of each street segment and will use a hand-held wheel to measure the widths.

According to MTC inspection procedures, we will sample locations on random test sites of $\pm 2,500$ sf. PEI will annotate the location of the sample location on our rating sheets using footage from the beginning of each road segment. Recording the locations of inspected sample areas provides the necessary information to relocate the measured area for verification. This method produces reliable, reproducible data. Also, because PEI has

previously performed PMP work for the City, we can select the same locations as previously tested, which provides consistency between ratings.

All of PEI's inspectors are certified by Metropolitan Transportation Commission.

To ensure safety during the visual evaluation, PEI will provide traffic control using a flashing beacon and a vehicle-mounted magnetic sign warning of frequent stops.

As part of this work, PEI will perform a Quality Control / Quality Assurance review. The review compares the latest PCIs of newly rated street segments to prior PCIs from the last PMP update. Street segments with PCIs that have increased by more than 5 PCI points, without any maintenance and rehabilitation, and street segments with PCIs that have dropped more than 10 points will be identified and reviewed in the field by an engineer or senior engineering technician. We will review a minimum of 10% of the segments as part of the QC/QA review.

Task 2: Update Database

PEI will update the City's StreetSaver® database with the new ratings for the arterial and collector segments reviewed in Task 1, as well as update the maintenance and rehabilitation history to account for the pavement improvements associated with the recent pavement project and Hot Spot repair project.

As part of our work, PEI will update the Decision Tree unit prices within StreetSaver® to account for increased construction costs as well as design and construction management costs associated with paving projects. PEI will use recent bid tabulations from the City for this work. PEI will meet with the City to confirm the costs prior to updating them within StreetSaver®.

Task 3: Update Budget Analysis & Funding Scenarios

After updating the pavement management system and creating a StreetSaver® decision tree and a PCI breakpoint table, PEI will perform a budget analysis using a minimum of five budget scenarios to assist the City in evaluating budget strategies and impacts. We will use StreetSaver's GIS mapping to visually illustrate the impacts. The following scenarios will include but are not limited to:

- Budget Needs Assessment
- Utilize Existing Budget
- Maintain Current Pavement Condition Index (PCI)
- Improve Network PCI (by 5 pts)
- Improve Network to Regional Target PCI



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Our work assumes that the information already in StreetSaver® pertaining to breakpoints, functional classifications, vehicle ADTs, and bicycle facility designations will remain unchanged.

Task 4: Final report

PEI will prepare an updated report reflecting the changes. The report will include the following information:

- Network condition summary;
- Network summary statistics broken down into function class: arterial, collector, residential/local and other required classifications.
- Summary of condition, recommended treatments and estimated units costs by functional class;
- At least three budget scenarios for improving or maintaining the PCI during the next five years, including recommendations for potential budget shortfalls;
- A sortable desktop reference that lists roads by PCI from best to worst or alphabetically by name.

SCHEDULE

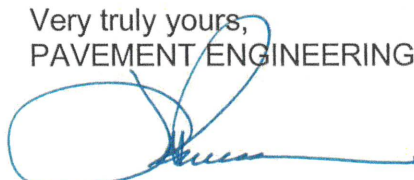
We anticipate that the entire project will take from eight (8) to ten (10) weeks. The schedule may vary depending inclement weather. PEI will schedule the work after receiving a Notice to Proceed and contracts have been signed.

FEES

Our estimated, not to exceed lump sum fee for performing the outlined work will be \$24,990. See attached fee breakdown. All fees are subject to negotiation with the City.

We look forward to continuing our relationship with the City of Seaside. Please feel free to contact me at (805) 781-2265 with any questions.

Very truly yours,
PAVEMENT ENGINEERING INC.



Joseph L. Ririe, P.E.
Senior Principal Engineer

Attachments: Proposal Conditions, Fee Breakdown

pc: C File, M File, MP File S/P/R

Exhibit B

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**CITY OF SEASIDE
2024 PAVEMENT MANAGEMENT SYSTEM UPDATE
(ARTERIALS AND COLLECTORS ONLY)
FEE BREAKDOWN**

Task 1 – Pavement Condition Surveys			
Position	Units	Unit Rate	Total
Project Manager	4	\$165	\$660
PMS Data Technician	6	\$110	\$660
PMS Inspection Team	49	\$220	\$10,780
PMS Quality Control	16	\$165	\$2,640
Per diem	7	\$350	\$2,450
Task 1 fee			\$17,190
Task 2 – Update Database			
Position	Units	Unit Rate	Total
Principal Engineer	1	\$270	\$270
Project Manager	2	\$165	\$330
PMS Data Technician	7.5	\$110	\$825
Task 2 fee			\$1,425
Task 3 – Update Budget Analysis & Funding Scenarios			
Position	Units	Unit Rate	Total
Principal Engineer	2	\$270	\$540
Project Manager	3	\$165	\$495
PMS Data Technician	10	\$110	\$1,100
Task 3 fee			\$2,135
Task 4 – Final Report & City Council Presentations			
Position	Units	Unit Rate	Total
Principal Engineer	10	\$270	\$2,700
Project Manager	6	\$165	\$990
PMS Data Technician	5	\$110	\$550
Task 4 fee			\$4,240
Tasks 1-4 Estimated Fees			\$24,990



PROPOSAL CONDITIONS

1. Proposal is valid for thirty days from the date of the proposal.
2. All work shall be performed utilizing common methods and practices of the civil engineering profession.
3. Fees for lump sum or unit price proposals will be charged at the quoted price. Fees for engineering and PMS technical services on a time and materials basis will be charged at the applicable hourly rates of the current PEI PMS fee schedule.
4. The proposal is based upon providing liability insurance with limits up to \$1,000,000.
5. One copy of a PMS final report will be provided to the Owner. Additional copies are \$50 each.
6. Payment: Invoices will be submitted on a monthly basis. All invoices are due within 30 days. Attorney fees or other costs incurred in collecting any delinquent amount shall be paid by the client.



EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of Agency, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Agency.

Note: Verify minimum limit for each coverage with Risk Manager.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

Note: May need to delete workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

Note: If the required limits for general liability, auto and employer's liability are \$1 million or less, the following paragraph may be omitted.

Umbrella or excess liability insurance. [Optional depending on limits required]. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to Agency as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Agency at all times during the term of this contract. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Agency shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Agency before the Agency's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by Consultant or Agency will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Agency may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Agency, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Agency, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to Agency with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that Agency and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Agency and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to Agency for review.

Agency's right to revise specifications. The Agency reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the Agency and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by Agency. Agency reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Agency.

Timely notice of claims. Consultant shall give Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

EXHIBIT D

REQUEST FOR QUALIFICATIONS ON-CALL CONSULTANTS - ENGINEERING FOR CITY OF SEASIDE

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Introduction

The City of Seaside (City) seeks Request for Qualifications (RFQs) from qualified consulting firms or individuals to provide On-Call Engineering Services for miscellaneous undetermined projects. The selected engineering firms may be requested to help with the design of federal, state and locally funded capital improvement projects. The City intends to select multiple consultants for a three-year period, with the option of two (2) one-year extensions through mutual consent between the City and the chosen Consultant(s). Consultants do not need to be able to provide all services described in the “Preliminary Scope of Services,” below. Selection will be based on demonstrated expertise in providing support to the City of Seaside Public Works and Engineering Department.

Proposal Requirements

Statement of Qualifications (SOQ) must be received by 5:00 PM Friday, April 22, 2022 at the following address:

City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

SOQ received after this deadline will not be accepted. Incomplete responses that do not conform to the requirements specified herein will not be considered. The SOQ and any accompanying documents shall be submitted in a sealed envelope with the words “**On-Call Consultants-Engineering**” clearly marked in the lower left-hand corner of the envelope. Three bound copies, plus one electronic copy submitted on CD, USB flash drive, or by email to pwinfo@ci.seaside.ca.us, containing an Adobe pdf copy, should be submitted.

Statement of Qualifications Submittal Requirements

The SOQ should include the following information:

1. Name of proposer and principal contact person, including office location, address, telephone number, fax numbers and e-mail address.
2. Brief description and history of the proposed project team and experience of the principal contact. Clearly describe project team member's experience in work described under "Preliminary Scope of Services". Describe the average project size and scope of the team member's past projects.
3. Provide as exhibits, listings of your firm's and its principals' and project teams experience demonstrating their capabilities and qualifications to perform the assigned task as described in the "Preliminary Scope of Services". For each individual, provide current professional registrations, related experience, educational background and years of experience with the team.
4. Enclosed is a copy of the City's standard contract, which stipulates, among other things, insurance requirements. Please confirm that the project team can accept the terms of the contract and has the required insurance, or can acquire insurance, that meets the minimum standards.
5. Please provide at least three professional references. Indicate which references are public agencies for which the project team, or its principals, have provided services for within the past five years.
6. Standard Hourly Fees: Provide your standard hourly fees by job classification and billing criteria for providing the services described in this RFQ in a separate sealed envelope. Do not provide in the response to this request as an exhibit or in the body of the response

The SOQ will be limited to 10 numbered pages including title sheet and cover letter if provided. Minimum font size is 12. Page size is limited to letter size with no fold-outs. Submittals must be printed on both sides of the paper. A clear front and back cover shall be provided and the front and back clear cover will not count towards the 10 page limit.

Schedule for Selection Process

The proposed consultant selection schedule is as follows.

Release RFQ	Thursday, March 24, 2022
Questions Due	Friday, April 8, 2022
Proposal due	Friday, April 22, 2022
Proposal Ranking	April 24, 2022 – May 20, 2022
Consultant Award (if applicable)	Friday, May 27, 2022

Questions Regarding This Project

All questions and/or contacts regarding this Request should be directed to:

Patrick Grogan
City of Seaside-Engineering Division
440 Harcourt Avenue
Seaside, CA 93955
E-mail: pgrogan@ci.seaside.ca.us or pwinfo@ci.seaside.ca.us
Phone (831) 899-6885

Form of Agreement

A copy of the City of Seaside Consultant Contract is included herewith.

Evaluation and Rating Criteria

City staff will review each SOQ for completeness and content. Each SOQ will be evaluated based upon the relevant qualifications and experience of the consultant. Consultants do not need to be able to provide all services described in the "Preliminary Scope of Services," below. Staff may conduct interviews if necessary. References may also be verified. The SOQ review will focus upon the following criteria:

1. Experience and demonstrated ability of the team. – 25 points
2. Appropriate relevant experience and skills of personnel (principals, project managers and other key personnel). – 30 points
3. Prime consultant and sub-consultants experience in providing similar projects. – 15 points
4. Client References. – 10 points
5. Overall quality of the response and conformance with SOQ requirements for content (reference Proposal and Submittal Requirements). – 20 points

SOQs will be ranked on the basis of qualifications. The City of Seaside may conduct interviews with some or all of the firms/individuals who submit proposals, or it may complete its evaluation based on the proposals alone. If interviews are conducted, firms/individuals selected for interview will be contacted at that time to arrange the date and time for their interview.

PRELIMINARY SCOPE OF SERVICES

Consultant is required to provide engineering design and professional services for various projects to be implemented throughout the City. The scope of work under this contract may include but not be limited to the following:

A. Engineering Services

Design, Survey and Geometrics
Pavement Evaluation, Design and Testing
Pavement Management Program Evaluation and Report

Hydrology/Hydraulic Analysis
Structural Analysis and Design
Well Design and Rehabilitation
Water System Design and Rehabilitation
Storm Drain System Design and Rehabilitation
Value Engineering
Seismic Evaluations
Construction Phase Services

B. Professional Services

Disabled Accessibility Evaluations and Mitigation
Preliminary Engineering Studies
Technical Studies and Reports
Peer Reviews
Coordination with Other Agencies and Utilities
Constructability and Bidability Reviews
On-Call Services
Staff Augmentation

All materials submitted to the City will become the exclusive property of the City of Seaside.

The consultant will not be allowed to provide services when the City determines a potential conflict of interest may exist.

Consultant services will be on an as-needed, on-call basis. Consultant services will be authorized by separate contract(s). The Consultant is responsible for acknowledging receipt of requests for services within two (2) working days. Contracts may vary significantly in size and scope and will be determined in greater detail as each is assigned. The Consultant will be responsible for preparing a detailed scope and fee estimate for each contract request and shall identify the number of hours to be worked and position of each person performing work on a particular proposal. If during actual work the number of hours is increased by more than 20% of the estimate, the consultant shall notify the Project Manager as soon as possible before exceeding the estimated time. The City may elect to reduce the scope of work or may require a revised scope of work to cover the excess time. Work authorization will be issued for each work request. The City shall authorize all consultant quotes for tasks prior to the consultant commencing work. The City may accept the Consultant's scope and fee or negotiate with the Consultant, as appropriate. The City reserves the right to not accept the Consultant's scope and fee.

General Provisions

1. The City will assume no responsibility for any understandings or representations concerning conditions made by any of its officers or employees prior to execution of a final agreement unless they are included in this Request for Qualifications.
2. Any reasonable inquiry to determine the responsibility of a prospective Consultant(s) may be conducted. The submission of Qualifications shall constitute permission by the

prospective Consultant(s) for the City to verify all information contained therein. If the City deems it necessary, additional information may be requested from the prospective Consultant(s) for further consideration.

3. A prospective Consultant(s) may withdraw their Qualifications at any time prior to the date and time which is set forth herein as the deadline for acceptance of Qualifications.
4. Each prospective Consultant(s) submitting Qualifications in response to this Request agrees the preparation of all materials for submittal to the City and all presentations are at the prospective entities sole cost and expense, and the City will not, under any circumstances, be responsible for any costs or expenses incurred by a prospective Consultant(s). In addition, each prospective Consultant(s) agrees that all documentation and materials submitted with Qualifications will remain the property of the City and will become a public document.
5. The City reserves the right to request additional information from any and all prospective entities as deemed necessary by the City in order to evaluate the Qualifications. This process may not be used as an opportunity to submit missing documentation or to make substantive revisions to the original Qualifications.
6. The City reserves the right to reject any and all Qualifications and, in the event the Consultant selected, it may attempt to negotiate an agreement with the Consultant that, in the sole judgment of the City, is the best qualified to provide the services requested.
7. The City shall not enter into an agreement with any prospective Consultant(s) that has previously had an agreement with the City terminated, or that has previously been found to have violated any provision of the Seaside City Code, or related resolutions or ordinances, or any provision of federal law, state, or other local law.
8. The City reserves the right to enter into an agreement with an Consultant(s) at any time, deviate from this Request, reject any or all SOQs, continue to advertise for new Qualifications, negotiate with multiple entities simultaneously, waive any defects in Qualifications, or to proceed otherwise. The Request and the selection process will in no way be deemed to create a binding contract or agreement of any kind between the City and any prospective Consultant(s). The submission of Qualifications does not in any way commit the City to enter into an agreement with any prospective Consultant(s).
9. Each prospective Consultant(s) shall agree to abide by all federal, state, and local laws, rules, and regulations and to secure all necessary licenses, permits, and other forms of identification as may be required in connection with the resulting agreement, all at no additional cost to the City.
10. All Qualifications, charge rates or representations will remain in effect and be legally binding for at least one hundred twenty (120) days from the date of submission.

11. This Request for Qualifications shall be governed in accordance with the laws of the State of California and the jurisdiction of any disputes hereunder shall be had in Monterey County.

Non-Discrimination & Non-Preferential Treatment

The successful Consultant shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of City of Seaside contracts.

Grounds for Disqualification

All prospective entities are expected to conduct themselves with the utmost integrity and responsibility throughout the Request process. Any prospective Consultant(s) that violates these expectations, as determined in the sole discretion of the City, will be subject to disqualification. Generally, the grounds for disqualification include:

1. Contact regarding this procurement with any City official or employee, other than the contact person designated in this Request, from the time of issuance of this Request until the consideration and approval of a professional services agreement.
2. Evidence of collusion, directly or indirectly, among prospective entities in regard to the amount, or the terms and conditions of this Request and the prospective agreement.
3. Influencing, or attempting to influence, any City staff member or official throughout the solicitation process, including the development of specifications beyond those included here, if any.
4. Evidence of submitting incorrect or inaccurate information in response to this Request or misrepresentation or failing to disclose facts during the evaluation or negotiation process.
5. Existence of any lawsuit, claim, or dispute between the prospective Consultant(s) and the City.
6. Evidence of the prospective Consultant(s)'s inability to successfully complete the responsibilities and obligations of the Request process.
7. The prospective Consultant(s)'s default under any City agreement or termination of a previous agreement.

Records and Financial Data

All correspondence with the City, including responses to this Request, will become the exclusive property of the City and will become public records under the California Public Records Act. All documents submitted in response to this Request will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.

Personal financial information that a prospective Consultant(s) considers confidential, the disclosure of which would be an unwarranted invasion of personal privacy, should be submitted in a sealed envelope marked "CONFIDENTIAL: PERSONAL FINANCIAL RECORDS; NOT PUBLIC RECORDS." A prospective Consultant(s) should not mark their entire Qualifications as "Confidential." During the selection process, the City will keep such information confidential and will not disclose it, except as otherwise required under applicable law. This means that, depending on the nature of timing of the request, or future court decisions, that personal financial information may not remain private and may be publicly disclosed. Once the selection process is completed, the City will return this information to any prospective agency that is not selected.

If an Consultant(s) is selected, the City may retain any submitted information and disclose it to the City Council, and any subcommittees thereof, and the public in connection with consideration of an agreement with the City as evidence of the entities ability to carry out the development. Given the nature of the applicable law under the California Public Records Act, the City cannot guarantee or warrant that it will be able to keep submitted information, including personal financial records, confidential. The successful Consultant(s) agrees to indemnify, defend, and hold the City harmless from and against any suit brought under the California Public Records Act to obtain the records; otherwise, the City shall not be obligated to defend such suit and may release the records.

RESOLUTION NO. 22-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING AN ON-CALL LIST FOR ENGINEERING SERVICES

WHEREAS, a formal on-call list is needed to 1) provide an opportunity for qualified professionals to provide professional and technical services of a temporary nature, and 2) ensure consultants have demonstrated the necessary qualifications and experience to provide the requested services; and

WHEREAS, the City of Seaside, on occasion, is in need of consultants who specialize in a variety of engineering services and maintain necessary licenses; and

WHEREAS, an on-call list of firms is necessary to assure the quality of materials and installation satisfies the project's specifications; and

WHEREAS, there is a need for these services due to the capital improvement program projects identified in the coming years; and

WHEREAS, on March 24, 2022, staff issued a Request for Qualifications (RFQ) to solicit proposals from eligible firms to provide engineering services; and

WHEREAS, on April 29, 2022, Statement of Qualifications (SOQ) were received from thirteen firms offering professional services; and

WHEREAS, a selection panel reviewed and identified the eleven top firms shown in Exhibit 'A', attached, based upon qualifications.

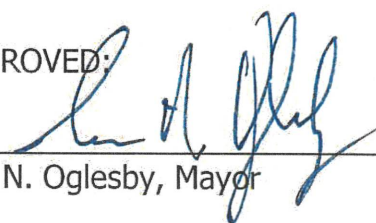
NOW THEREFORE, BE IT RESOLVED, that the City of Seaside City Council approve the firms listed in Exhibit 'A' to provide engineering services on an as needed basis; and

BE IT FURTHER RESOLVED, approval to provide Engineering Services is for a period of three (3) years and may be extended at the City Manager's recommendation for two (2) one year extensions through June 2nd, 2027. Agreements will have a defined scope, schedule and fee arrangements that will be negotiated on a project by project basis.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 2nd day of June 2022 by the following vote:

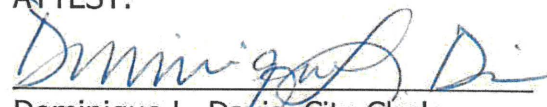
AYES:	5	COUNCIL MEMBERS	Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES:	0	COUNCIL MEMBERS	None
ABSENT:	0	COUNCIL MEMBERS	None
ABSTAIN:	0	COUNCIL MEMBERS	None

APPROVED:



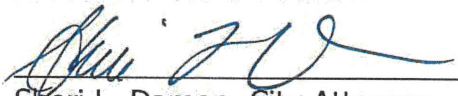
Ian N. Oglesby, Mayor

ATTEST:



Dominique L. Davis, City Clerk

APPROVED AS TO FORM:



Sheri L. Damon, City Attorney



EXHIBIT "A"

**On-Call List for Engineering Services
June 2, 2022
City of Seaside**

Kimley-Horn and Associates, Inc.
1615 Bunker Hill Way, #200
Salinas, CA 93906

Harris & Associates, Inc.
450 Lincoln Avenue, Suite 103
Salinas, CA 93901

Schaaf & Wheeler, Consulting Civil Engineers
3 Quail Run Circle, Ste. 101
Salinas, CA 93907

Ruggeri-Jensen-Azar, Inc.
8055 Camino Arroyo
Gilroy, CA 95020

Verde Design, Inc.
2455 The Alameda
Santa Clara, CA 95050

Wallace Group, Inc.
201 John Street, Suite H
Salinas, CA 93901

MNS Engineers, Inc.
811 El Capitan Way, Suite 130
San Luis Obispo, CA 93401

Whitson Engineers, Inc.
6 Harris Court
Monterey, CA 93940

Pavement Engineering, Inc.
3485 Sacramento Drive, Suite A
San Luis Obispo, CA 93401

CSG Consultants, Inc.
3150 Almaden Expressway, #255
San Jose, CA 95118

ZFA Structural Engineers, Inc.
1390 El Camino Real, Suite 100
San Carlos, CA 94070

Measure X
Master Programs Funding Agreement
between the
TRANSPORTATION AGENCY FOR MONTEREY COUNTY
AND
CITY OF SEASIDE

This Master Programs Funding Agreement (“Agreement”) is effective the 7TH of AUGUST 2017, and is entered into by and between the Transportation Agency for Monterey County (“TAMC”) and City of Seaside (“RECIPIENT”).

RECITALS

1. On November 8, 2016, the voters of Monterey County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq. (the “Act”), approved Measure X (TAMC Ordinance No. 2016-01) on the Monterey County Ballot, thereby authorizing TAMC to impose and administer the proceeds from a three-eighths cent transaction and use tax (“Measure X”).
2. The duration of the Measure X sales tax will be 30 years from the initial year of collection, which will begin April 1, 2017, with said tax to terminate/expire on March 31, 2047. The tax proceeds will be used to pay for the programs and projects outlined in TAMC’s Transportation Safety and Investment Plan (the “Measure X Investment Plan”), as it may be amended.
3. This Agreement delineates the requirements of the Measure X funds that are directly allocated to local jurisdictions, as authorized by Measure X and the Measure X Investment Plan. A table showing the Measure X Local Distribution Summary for the first year of this Agreement is attached hereto as Exhibit A.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

Article I: Definitions

As used herein, the following terms have the following meanings:

1. Annual Program Compliance Report: An Annual Program Compliance Report is a document produced by RECIPIENT no later than December 31 of each year the Measure X tax is in effect, and describes the efforts taken by the jurisdiction to comply with the requirements for the receipt and use of Measure X funds. A template Annual Program Compliance Report is attached as Exhibit B.
2. Eligible Expenses: Those expenses which are eligible to be funded from Measure X, as set forth in greater detail in Article III.C. The first date from which expenses are eligible for funding is January 1, 2017.

3. Local Road Projects: Projects identified in the Policies and Project Descriptions as “Local Road Maintenance, Pothole Repairs and Safety” projects for each jurisdiction, and as may be amended in the RECIPIENT’s Measure X Five-Year Capital Improvement Program.
4. Maintenance of Effort Report: A report to be adopted by a jurisdiction, no later than December 31 of each year the Measure X tax is in effect, verifying that Measure X funds received by the reporting jurisdiction have been used to augment, and not supplant, local resources spent in the fiscal year, as described in Article IV Section A.6. The amount of local resources spent for the fiscal year is calculated by using an average of the prior three (3) years spent for local transportation purposes and shall be the same amount reported to the State Controller pursuant to Streets and Highways Code section 2151.
5. Measure X: TAMC Ordinance No. 2016-01, approved by the voters on November 8, 2106, establishing a three-eighths of one percent (0.375) retail transactions and use tax for a period of thirty (30) years.
6. Measure X Five Year CIP: A Capital Improvement Program looking forward for the next five (5) years that specifically references projects anticipated to be funded by Measure X. The Measure X Five Year CIP is to be updated annually by the RECIPIENT and cover a period of five (5) years from the time of the annual update.
7. Measure X Investment Plan: The Transportation Safety and Investment Plan adopted by TAMC, the County of Monterey, and each city within the County of Monterey, setting forth an expenditure plan for Measure X proceeds.
8. Pavement Management Program: A computerized program for the identification and assessment of the quality of pavement within the jurisdiction, including ETC (“Extent of pavement analyzed, Type of recorded pavement distress, and Condition of the roadway”).
9. Policies & Project Descriptions: A statement of policies governing the requirements for, and allocation of, tax proceeds and project descriptions of anticipated use of tax proceeds by TAMC and the various jurisdictions. The Policies & Project Descriptions are in addition to and elaborate upon the Measure X Investment Plan.
10. Regional Transportation Planning Assessment: An annual assessment currently paid by local jurisdictions from local funds as a form of congestion management fee that is used to fund TAMC’s regional transportation planning efforts.
11. Regional Development Impact Fee Program: A program of development fees prepared and adopted by TAMC and assessed on new development within the County of Monterey, in order that new development pay its fair share of the costs to mitigate negative impacts to the regional transportation system.

Article II: Funding Allocations

1. This Agreement authorizes TAMC to allocate to RECIPIENT its share of the funds derived from Measure X as described in the voter-approved Measure X Investment Plan and TAMC's Policies and Project Descriptions ("Policies and Project Descriptions") for the Local Road Projects program of the Measure X Investment Plan, which constitutes 60% of Measure X revenues after administrative and Board of Equalization expenses have been paid. TAMC will distribute Measure X funds for Local Road Projects pursuant to a formula weighted 50 percent by the jurisdiction's population and 50 percent of lane miles within the jurisdiction utilizing data from the California Department of Finance and Department of Transportation as set forth in Section III.2 below. RECIPIENT's allocations are subject to change based on variations in these measurements, as determined annually pursuant to Article III Section A.2.
2. The remainder of funds received from Measure X and not allocated to RECIPIENT jurisdictions shall be allocated to TAMC for Regional Projects, and administration and Board of Equalization expenses as provided for in Measure X, the Measure X Investment Plan and the Projects & Policies Descriptions.
3. All eligible expenses, as described in Article III Section C, and incurred by RECIPIENT as of January 1, 2017 shall be reimbursable with the RECIPIENT's share of Measure X Local Road Projects funds, to the extent that such funds cover the claim for reimbursement.
4. Measure X funding provided for Local Road Projects is to be used for transportation purposes only, and to supplement and not replace existing local revenues used for transportation purposes. Refer to Article III Section A Paragraph 6 for requirements related to Maintenance of Effort.

Article III: Payments and Expenditures

A. TAMC's Duties and Obligations

1. Within ten (10) working days of actual receipt of the quarterly Measure X sales tax revenues from the State Board of Equalization ("BOE"), TAMC shall remit to the RECIPIENT its designated amount of available funds disbursed on a quarterly basis by the formulas described above.
2. TAMC shall annually update the Measure X fund revenue projections and the resulting fund allocation formulas to reflect the most current population using the California Department of Finance's annual population estimates (Report E-1 published in May) and the California Department of Transportation's annual lane miles estimates (California Public Road Data Report published in October) as it is made available, but no later than

June 30 of each year. TAMC shall use the updated Measure X program allocation formulas in the allocations beginning July 1 of each new fiscal year, which is from July 1 to June 30.

3. TAMC shall report quarterly to the public the amount of Measure X revenues distributed to RECIPIENT for the quarter and fiscal year to date.
4. TAMC shall provide for an independent annual audit of its financial statements, including revenues and expenditures, and also of its calculation of the allocation formula for distributing Measure X revenues to each recipient and render an annual audit report to the TAMC Board within 240 days following the close of the fiscal year.
5. TAMC may conduct an audit of expenditures made by RECIPIENT to determine whether such expenditures are in compliance with this AGREEMENT and the Measure X Investment Plan, and shall provide timely notice to RECIPIENT prior to conducting such audit.

B. Recipient's Duties and Obligations

1. RECIPIENT shall expend all Measure X funds received in compliance with Measure X, the Measure X Investment Plan, and the Policies & Project Descriptions, as they may be adopted or amended by TAMC from time to time, and this Agreement.
2. RECIPIENT shall conduct an independent annual audit of Measure X revenues received and expenditures made by RECIPIENT to demonstrate such expenditures comply with this AGREEMENT and the Measure X Investment Plan, and shall provide said audit to TAMC by December 31, 2018, and each December 31st of each year thereafter, throughout the existence of Measure X funding, including the December 31st of the last year of funding.
3. RECIPIENT shall set up and maintain an appropriate system of accounts to report on Measure X funds received. RECIPIENT must account for Measure X funds, including any interest received or accrued, separately from any other funds received from TAMC or any other source. All Measure X revenues received and expended shall be accounted for and tracked in its own separate budget and fund titled "Transportation Safety & Investment Plan Account" and will not be comingled with any other funds. The accounting system shall provide adequate internal controls and audit trails to facilitate an annual compliance audit for each fund type and the respective usage and application of said funds. TAMC and its representatives, agents and nominees shall have the absolute right upon reasonable written notice to RECIPIENT, which is not less than 72 hours, to inspect and copy any accounting records related to such funds, except to the extent specifically prohibited by applicable law.
4. RECIPIENT shall comply with all reporting requirements in Article IV.

5. RECIPIENT hereby agrees to and accepts the formulas used in the allocation of Measure X revenues as reflected in the ballot measure and the Measure X Investment Plan, and agrees to accept and utilize the California Department of Finance Estimates of Population figures (Report E-1, updated each May) and the California Department of Transportation's annual lane miles estimates (California Public Road Data Report published in October) for California cities and counties for the annual update of the sales tax allocation formulas to begin in each new fiscal year.
6. RECIPIENT shall maintain participation in TAMC's Regional Development Impact Fee program and impose these fees on new development as applicable to assure that new development pays for its impacts on the regional transportation system.
7. RECIPIENT shall continue to participate in TAMC's Regional Transportation Planning Assessment program as set forth therein.
8. In order to receive its share of Local Road Projects funds, RECIPIENT shall develop a Pavement Management Program, or participate in the development of a regional Pavement Management Program, developed by TAMC.
9. RECIPIENT shall abide by the Maintenance of Effort requirements imposed by Measure X and State law. RECIPIENT shall annually report on its Maintenance of Effort as provided in Article IV.

C. Eligible Expenditures

RECIPIENT may expend Local Road Projects funds on any or all of the following categories:

1. Road and Street Maintenance and Repairs: Filling potholes, repairing, resurfacing or reconstruction of roads, streets and bridges, or otherwise conducting maintenance to extend the lifetime of the roadway network and/or reduce or eliminate liability and safety concerns. Repairs, reconstruction or maintenance of walkways or bikeways are also eligible.
2. Road Safety and Operations: Improvements designed to reduce traffic collisions and related injuries and fatalities, as well as projects designed to reduce traffic delays. Examples of safety projects include, but are not limited to: roundabouts, turning lanes, traffic signals or other intersection improvements, hazard eliminations, safety barriers, traffic calming or speed reduction measures. New lane miles or roadways are not eligible with the exception of the Pinnacles Parkway Connection project.
3. Walkability and Pedestrian Safety: Projects designed to make neighborhoods or corridors walkable by making walking safer, more comfortable and convenient. Examples include, but are not limited to: sidewalks, lighted crosswalks, walking paths, landscaping or other barriers from traffic, bulb-outs to shorten the crossing distance, safe-haven islands, pedestrian countdown signals, street or path lighting and traffic calming.

4. Bike Safety Projects: Projects designed to support safe and convenient bicycling for all levels of riders. Examples include, but are not limited to: new or improved bikeways (lanes, paths, bridges, protected lanes or other barriers to automobile traffic); removing barriers to bicycling (curbs, medians, etc.); signal detectors; and, bicycle racks, lockers and other storage facilities.
5. Street Enhancements: Streetscape projects that enhance the safety and experience of the transportation corridor. Examples include, but are not limited to: lighting, landscaping, and drainage improvements.
6. New Technology: Projects that support or include new technology to promote transportation safety, mobility, cost savings or air quality improvements. Examples include, but are not limited to: electric vehicle chargers, vehicle detection systems, traffic signal synchronization, as well as the required participation in the Pavement Management Program referenced in Art. III.B.8, above.
7. Planning, Engineering and Design, Environmental Review and Mitigation and Acquisition: The costs of planning, engineering, design and environmental review and mitigation and acquisition necessary to undertake any project within a category described above are also eligible expenses under Measure X and this Agreement.
8. Reporting and Implementation of this Agreement: The costs of fulfilling the requirements imposed by this Agreement, including the preparation of audits and reports, are eligible expenses, provided, however, that only the direct costs of such actions (such as actual hours worked by staff) are eligible.

D. Other Expenditure Restrictions

1. Transportation Purposes Only: RECIPIENT shall use all Measure X funds solely for transportation purposes as defined by the authorizing ballot measure. Any jurisdiction that violates this provision must fully reimburse all misspent funds, including all interest which would have been earned thereon at the Pooled Money Investment Account Earnings Yield Rate at determined by the California State Controller's Office.
2. Staff Cost Limitations: Direct costs associated with the delivery of programs and projects associated with Measure X programs, including direct staff costs and consultant costs, are eligible uses of Measure X funds. Indirect costs are eligible for funding provided that the jurisdiction has a Caltrans-approved Indirect Cost Allocation Plan / Indirect Cost Rate Proposal (ICAP/ICRP or equivalent) established. Jurisdictions with an ICAP/ICRP approved by its cognizant agency will submit a copy of the cognizant agency approval, the approved proposal, plan, and other relevant data prior to invoicing for indirect costs. If a jurisdiction does not currently have an approved ICAP/ICRP or equivalent, a flat rate of 40% is eligible for indirect costs.
3. Matching Funds: Measure X funds can be utilized to match grants, loans, programs and pay annual debt service to fund eligible approved bonds for local road maintenance or safety projects as defined Article II Section C.

4. Environmental and Engineering Standards: RECIPIENT shall design projects to meet current standards, and shall include bicycle and pedestrian access whenever possible. RECIPIENT shall thoroughly study projects for environmental impacts and incorporate identified environmental mitigations consistent with applicable environmental law.

Article IV: Reporting Requirements

A. Requirements and Withholding

RECIPIENT shall comply with each of the reporting requirements set forth below. If RECIPIENT fails to comply with one or more of these requirements, TAMC may withhold payment of further Measure X funds to RECIPIENT until full compliance is achieved, as described in Article V.

1. RECIPIENT shall complete, at RECIPIENT's expense, a separate independent audit of RECIPIENT's financial statements for the prior fiscal year ended June 30 of Measure X funds received and used. To that end, RECIPIENT shall provide such audit to TAMC by December 31st of each year.
2. RECIPIENT shall, at RECIPIENT'S own expense, and by December 31st of each year, submit to TAMC Annual Program Compliance Reports (covering the prior fiscal year) regarding programs and projects on which RECIPIENT expended Measure X funds.
3. RECIPIENT shall document expenditure activities and report on the performance of Measure X-funded activities through the Annual Program Compliance reporting process, annual audits, the Five-Year Capital Improvement Program Report, the Pavement Management Program Report, the Maintenance of Effort Report, and shall provide any additional information reasonably requested by TAMC.
4. RECIPIENT shall prepare and submit to TAMC a Measure X 5-Year Capital Improvement Program that identifies the eligible transportation projects that are anticipated to be funded with the jurisdiction's share of Local Road Projects funds. RECIPIENT shall update this document on an annual basis no later than August 31, 2017 and December 31st of each year thereafter. A template of the form that RECIPIENT shall use to submit this report is included as Exhibit C.
5. RECIPIENT shall submit annual Pavement Management Program reports no later than December 31st each year on the conditions of RECIPIENT's streets, to ensure timely repairs and keep the public informed. A template of the form that RECIPIENT shall use to submit these reports is included as Exhibit D.
6. RECIPIENT shall certify, no later than August 31, 2017 and December 31st of each year thereafter, in an annual Maintenance of Effort Report verification that these Measure X funds are used to augment and not supplant local resources spent. RECIPIENT shall expend each fiscal year from its general fund for street and highway purposes an amount

not less than the annual average of its expenditures from its general fund during the preceding three fiscal years, as reported to the Controller pursuant to Streets and Highways Code section 2151 ("Maintenance of Effort"). For purposes of this calculation, an average of the prior three (3) years spent for local transportation purposes will be used. Exemptions from this calculation include one-time capital expenses, and expiration of any voter-approved fund sources that were used for local transportation purposes. In the case of expired voter-approved fund sources, the three-year average baseline would be recalculated in the next annual verification period without said expired fund sources. Revenues from a fee imposed or contribution first received by a local jurisdiction on or after January 1, 2016 which are used on or after July 1, 2016, by that local jurisdiction for maintenance or improvement purposes on its streets and highways shall be considered as general fund expenditures for the purposes of compliance with the provisions of this Section in the fiscal year in which such expenditures are made. A template of the form that RECIPIENT shall use to submit these reports is included as Exhibit E.

B. Public Outreach

1. RECIPIENT shall install or mount Measure X signage adjacent to Measure X funded construction projects through completion, where practical and shall reference TAMC, so Monterey County taxpayers are informed as to how RECIPIENT is using Measure X funds. TAMC and RECIPIENT shall mutually approve the design for the Measure X signage to be used by RECIPIENT.
2. RECIPIENT shall provide current and accurate information on RECIPIENT's website, to inform the public about how RECIPIENT is using Measure X funds.
3. RECIPIENT shall actively participate in TAMC's public awareness program, developed in collaboration with TAMC, as a means of ensuring that the public has access to the ability to know which projects and programs are funded through Measure X funds.
4. RECIPIENT shall upon reasonable notice and within a reasonable time make its administrative officer or designated staff available to render a report or answer any and all inquiries in regard to RECIPIENT's receipt, usage, and/or compliance audit findings regarding Measure X funds before the TAMC Board and/or the Measure X Citizens Oversight Committee, as applicable.
5. RECIPIENT agrees that TAMC may review and/or evaluate all project(s) or program(s) funded by Measure X. This may include visits by representatives, agents or nominees of TAMC to observe RECIPIENT's project or program operations, to review project or program data and financial records, and to discuss the project with RECIPIENT's staff or governing board.

Article V: Enforcement

A. Verification and Compliance

1. In addition to RECIPIENT reporting requirements, TAMC may request fiscal data from local jurisdictions as needed to ensure compliance. Each local jurisdiction shall furnish the data to the TAMC not later than 90 days after receiving a request therefor. TAMC may withhold payments to local jurisdictions which do not comply with requests for information or which provide incomplete information.
2. Failure to meet any of the conditions included in this AGREEMENT by the RECIPIENT shall result in the suspension of the distribution of funds to the RECIPIENT. Resumption of funding distribution to the RECIPIENT shall resume only after full repayment for any misuse, and confirmation by TAMC of compliance to each of the conditions in this AGREEMENT. Local Road Projects program funding accrued due to the failure of a city/county to meet the above conditions will be held in trust for up to two (2) years for said jurisdiction, after which the funds will be redistributed to the remaining cities/county in Monterey County per formula. Resumption of funding to the RECIPIENT can occur at any time during the life of Measure X upon compliance with the conditions included in this AGREEMENT and full repayment of any prior misused funds.

B. Dispute Resolution Process

1. If at any time either party hereto is considered to have failed to meet any of the conditions included in this AGREEMENT, the parties shall meet and confer in a good faith effort to resolve the matter. Such meet and confer shall occur within thirty (30) days of a notice from one party to the other of non-compliance.
2. If, after meeting and conferring, there is still a dispute as to compliance or non-compliance with a term or condition of the AGREEMENT, TAMC shall refer the matter to the eXcellent Oversight Committee for its review and recommendation. Consistent with the terms of the Ralph M. Brown Act, the eXcellent Oversight Committee meeting may be a special meeting, provided that at least 72 hours prior notice is provided to the public and an agenda is posted. After considering the matter, the eXcellent Oversight Committee may make its recommendation to the parties to resolve the matter.
3. Pending the consideration and possible resolution of the issue by the eXcellent Oversight Committee, TAMC shall withhold future Measure X payments to RECIPIENT under this AGREEMENT, except for allocations required for bond payments, which shall not be withheld.
4. If, after receiving the recommendation from the eXcellent Oversight Committee the parties are still in dispute over compliance or non-compliance of this AGREEMENT, the matter shall be agendized at the next available TAMC Board meeting. Each party may submit up to five (5) pages in support of its position, as part of the agenda package to be submitted for such Board meeting. The decision of the TAMC Board on the dispute shall be final.

5. Resumption of funding distribution to the RECIPIENT can occur at any time during the life of Measure X but shall only occur after full repayment of any unauthorized expenditure(s) of Measure X funds, and confirmation by TAMC of RECIPIENT's compliance with each of the conditions in this AGREEMENT. Repayment of unauthorized expenditures may not be made by future Measure X funds.
6. Local Road Projects program funding accrued due to the failure of a city/county to meet the above conditions will be held in trust for up to two (2) years for said jurisdiction, after which the funds will be redistributed to the remaining cities/county in Monterey County per the formula set for in Art.II.
7. In the event that RECIPIENT's allocations are exempt from suspension because of bond payments, but RECIPIENT continues to fail to comply with the requirements of this AGREEMENT, RECIPIENT and TAMC agree that an action for specific performance is an available remedy.

Article VI: Other Provisions

A. Indemnity by RECIPIENT

Neither TAMC, nor its governing body, elected officials, any officer, consultant, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by RECIPIENT in connection with the Measure X funds distributed to RECIPIENT pursuant to this AGREEMENT or any work or action taken with such funds. Notwithstanding Government Code Section 895.6, it is also understood and agreed, pursuant to Government Code Section 895.4, that RECIPIENT shall fully defend, indemnify and hold harmless TAMC, its governing body, and all its officers, agents, and employees, from any liability imposed on TAMC for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by RECIPIENT in connection with the Measure X funds distributed to RECIPIENT pursuant to this AGREEMENT or any work or action taken with such funds.

B. Indemnity by TAMC

Neither RECIPIENT, nor its governing body, elected officials, any officer, consultant, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by TAMC under or in connection with any work, authority or jurisdiction delegated to TAMC under this Tax Sharing AGREEMENT. Notwithstanding Government Code Section 895.6, it is also understood and agreed, pursuant to Government Code Section 895.4, that TAMC shall fully defend, indemnify, and hold harmless RECIPIENT, and its governing body, elected officials, all its officers, agents, and employees from any liability imposed on RECIPIENT for injury (as defined in Government Code Section 810.8) occurring by

reason of anything done or omitted to be done by TAMC under or in connection with any work, authority or jurisdiction delegated to TAMC under this AGREEMENT.

C. Jurisdiction and Venue

The laws of the State of California will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims to which it relates. All legal actions arising out of this AGREEMENT shall be brought in a court of competent jurisdiction in Monterey County, California and the parties hereto hereby waive inconvenience of forum as an objection or defense to such venue.

D. Term

The term of this AGREEMENT shall be from July 1, 2017 to June 30, 2047, unless amended in writing or a new Master Programs Funding Agreement is executed between TAMC and RECIPIENT.

E. Severability

If any provision of this AGREEMENT is found by a court of competent jurisdiction or, if applicable, an arbitrator, to be unenforceable, such provision shall not affect the other provisions of the AGREEMENT, but such unenforceable provisions shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this AGREEMENT.

F. Modification

This AGREEMENT, its Exhibits, as well as the referenced Policies and Project Descriptions and TAMC Ordinance 2016-01, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings regarding Measure X funds (but not project funding agreements). This AGREEMENT may only be changed by a written amendment executed by both parties. Notwithstanding the foregoing, the Policies and Project Descriptions related to Measure X funds may be changed from time to time by TAMC Board action.

G. Independent Contractor

Nothing in this AGREEMENT is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, partnership, or allow TAMC to exercise discretion or control over the professional manner by which RECIPIENT designs or constructs projects using Measure X funds. RECIPIENT staff performing work using Measure X funds shall at all times remain employees of RECIPIENT and shall not be deemed employees of TAMC for any purpose. RECIPIENT shall be solely responsible for any and all compensation, payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for any RECIPIENT employee performing work using Measure X funds. Similarly, nothing in this AGREEMENT is intended nor shall be construed to create an employer-employee

relationship, a joint venture relationship, partnership, or allow RECIPIENT to exercise discretion or control over the professional manner by which TAMC designs or constructs projects using Measure X funds. TAMC staff performing work using Measure X funds shall at all times remain employees of TAMC and shall not be deemed employees of RECIPIENT for any purpose. TAMC shall be solely responsible for any and all compensation, payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for any TAMC employee performing work using Measure X funds.

H. Notices

Notice required under this AGREEMENT shall be delivered personally by facsimile or by first-class postage pre-paid mail to RECIPIENT and TAMC at the addresses listed below. Notice shall be deemed effective upon personal delivery or facsimile transmission, or on the third day after deposit with the U.S. Postal Service. RECIPIENT and TAMC shall give prompt notice of any change of address, including contact name and title. Unless otherwise changed according to these notice provisions, notices shall be addressed as follows:

FOR RECIPIENT:

[insert name title address and phone]

FOR TAMC:

[insert name title address and phone]

I. Waiver

Any waiver of any terms of this AGREEMENT shall be in writing signed by both parties hereto. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this AGREEMENT.

J. Non-Assignment

Neither party hereto may assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the other party.

K. Headings

The headings in this AGREEMENT are for convenience only and shall not be used to interpret the terms of this AGREEMENT.

L. Construction of Agreement

The parties hereto agree that each party has fully participated in the review and revision of this AGREEMENT and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this AGREEMENT or any amendment to this AGREEMENT.

[Signatures on next page]

In Witness Whereof, the parties have executed this AGREEMENT by their duly authorized officers as of the date first written below.

City of Seaside (Recipient)

Transportation Agency for
Monterey County (TAMC)

By:


Craig Malin
City Manager

6/26/17
Date

By:

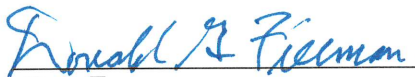

Debra L. Hale Date
Executive Director

8/7/17

Approved as to Form and Legality:

Approved as to Form and Legality:

By:


Don Freeman
City Attorney

6/23/17
Date

By:


Kathryn Reimann
TAMC Counsel

8/2/17

EXHIBIT A

MEASURE X LOCAL DISTRIBUTION SUMMARY

TAMC distributes Measure X funds based on the distribution percentages for net Measure X Revenues specified in the Measure X Investment Plan as shown below. Annual amounts will be updated by TAMC annually without amendments to this agreement.

	Population	Lane Miles	Local Road Projects Fund Percentage
Carmel	3775	60	1.19%
Del Rey Oaks	1648	19	0.44%
Gonzales	8296	19	1.22%
Greenfield	16729	44	2.54%
King City	13073	56	2.25%
Marina	20073	129	3.99%
Monterey	28252	235	6.29%
Pacific Grove	15268	129	3.42%
Salinas	153215	578	25.38%
Sand City	338	10	0.16%
Seaside	33312	177	6.16%
Soledad	25430	39	3.50%
County	102085	2512	43.46%

EXHIBIT B

ANNUAL PROGRAM COMPLIANCE REPORT

ANNUAL PROGRAM COMPLIANCE REPORT

The Annual Program Compliance Report should, at a minimum, describe the efforts of the local jurisdiction to comply with the policies of Measure X over the reporting period. The report should include a narrative of how the jurisdiction spent Measure X funds on local projects including the project title; brief description; discussion of the project benefits; and before and after pictures. A balance sheet should also be included with the report detailing the receipt and expenditure of Measure X funds, as shown in the example below.

CITY/COUNTY OF XXX - YEAR 20XX BALANCE SHEET EXAMPLE

REVENUES	
Carryover from Previous Year	
Measure X Revenues	
Earning on Interest	
TOTAL REVENUES:	
EXPENDITURES	
(Listing of Program Expenditures)	
TOTAL EXPENDITURES:	
FUND BALANCE, END OF PERIOD:	

As attachments to the Annual Program Compliance Report, the jurisdiction should include the following additional reports:

ATTACHMENT 1: Independent Audit of Financial Statements for Measure X Funds, Prior Fiscal Year

ATTACHMENT 2: Five-Year Capital Improvement Program

ATTACHMENT 3: Pavement Management Program Report

ATTACHMENT 4: Maintenance of Effort Report

EXHIBIT C

FIVE YEAR CAPITAL IMPROVEMENT PROGRAM

CITY / COUNTY of XXX
MEASURE X FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM
FOR YEARS 20XX – 20XX

YEAR 1

Project	Description & Phase	Total Cost	Measure X	PCI
Totals:				

YEAR 2

Project	Description & Phase	Total Cost	Measure X	PCI
Totals:				

YEAR 3

Project	Description & Phase	Total Cost	Measure X	PCI
Totals:				

YEAR 4

Project	Description & Phase	Total Cost	Measure X	PCI
Totals:				

YEAR 5

Project	Description & Phase	Total Cost	Measure X	PCI
Totals:				

DEFINITIONS OF REQUESTED INFORMATION:

1. Project: The title of the project to receive Measure X funding.
2. Description & Phase: A general description of the project and the phase (e.g. Environmental; Design; Right-of-Way; or Construction) that will be funded in the given year.
3. Total Cost: The total cost of the project.
4. Measure X: The amount of Measure X funding that will be expended on the project.
5. PCI: The Pavement Condition Index for the roadway, from the local jurisdiction's Pavement Management Program.

EXHIBIT D

PAVEMENT MANAGEMENT PROGRAM REPORT

PAVEMENT MANAGEMENT PROGRAM REQUIREMENTS

The approved ordinance for the Transportation Safety & Investment Plan (Measure X) outlines the requirements for the use of local road maintenance, pothole repair and safety funds. It includes a requirement for each jurisdiction to have a pavement management program. "Each city and the County of Monterey shall develop, or participate in the development of by TAMC, a pavement management program. They shall submit regular reports on the conditions of their streets, to ensure timely repairs and keep the public informed. Development of the pavement management program by TAMC is eligible to be funded out of this program prior to distribution of funds to the cities and the County."

SYSTEM REQUIREMENTS: In order to receive Measure X funds, the cities and the County shall utilize a pavement management program (PMP) and submit regular reports on the conditions of their streets, to ensure timely repairs and keep the public informed. The pavement management program should utilize an approved software-based tool for analyzing pavement conditions and reports findings on rehabilitation/maintenance strategies based on funding levels. The pavement management program used by the jurisdiction must contain, at a minimum, the following features:

- Store the inventory all roadways within a jurisdiction (in a compatible database with other jurisdictions).
- Assess the condition of the roadways (based on seven distresses and three severity levels).
- Provide the current Pavement Condition Index (PCI) for the roadways (as per ASTM D6433)
- Identify all pavement sections needing maintenance, rehabilitation, or replacement.
- Calculate budget needs for maintenance, rehabilitation or replacement of deficient pavement sections (for the current year and the next three years at various overall condition levels).
- Develop maintenance strategies for the most cost effective level of maintenance or repair appropriate at the time of the inspection.
- Generate pavement management program reports (in various formats).

All jurisdictions must implement and maintain an approved Pavement Management Program ("StreetSaver" or equivalent). The "StreetSaver" Pavement Management Program developed by Metropolitan Transportation Commission (MTC) is the most utilized program in the Bay Area and would be an excellent program for this region as well. The use of the "StreetSaver" Pavement Management Program is recommended (but not required) since it would allow good compatibility between local jurisdictions and also provide regional benefits. Jurisdictions may elect to use an alternative pavement management program provided it meets the above listed minimum requirements and receives written approval from TAMC.

The Agency will assist with the development of an overall pavement management implementation plan for this region with the participation and coordination of all the cities and the county. The Agency recommends the development of a regional system to benefit from a coordinated system. The regional system would be developed collaboratively between local jurisdictions. In order to have a regional database, it is recommended that all agencies utilize a

common pavement management program. This would allow compilation of information on a regional basis. It would also create opportunities for interagency coordination and to guide regional transportation investments and planning.

UPDATE REQUIREMENTS: The jurisdictions must complete the following updates:

- Review and update the pavement information for all roads every two years.
- Pavement conditions must be re-inspected every three years for arterials and collectors.
- Pavement conditions must be re-inspected every six years for residential streets and local/rural roads, unless otherwise approved by TAMC. Pavement condition surveys may be done by either automated or manual inspections, and may be done either individually or in conjunction with another agency. A percentage of the network can be scheduled each year so that the entire network is updated on a regular cycle.

REPORT REQUIREMENTS: All jurisdictions shall submit an annual Pavement Management Program Report Letter to TAMC no later than December 31 of each year the Measure X tax is in effect using the approved report letter format. It shall include all the highlighted information and shall be on local agency letterhead (see attached template).

All jurisdictions shall also participate in the biennial pavement needs survey conducted for the California Statewide Local Streets and Roads Needs Assessment and provide the requested roadway data for their jurisdiction.

Pavement Management Program Annual Report Letter Template (April 2017)

Instructions:

- Please use Local Agency Letterhead
- Text highlighted in yellow needs to be completed. Remove highlighting in final version.

Date: [Enter current DATE]

To: Todd Muck
Deputy Executive Director
Transportation Agency for Monterey County
55-B Plaza Circle
Salinas, CA 93901

Re: Pavement Management Program Annual Report Letter

The [City/County/of XYZ] confirms that it has a Pavement Management Program that conforms to the criteria established by the Transportation Agency for Monterey County and included in the Measure X Agreement with the Local Agency. An approved Pavement Management Program must be in place to be eligible for Measure X funds.

The Pavement Management Program utilizes a software system developed by:

[] Metropolitan Transportation Commission StreetSaver, [fill in version]
[] Other [Fill in name of system] [fill in version]

The system was updated by [enter consultant name] and contains, at a minimum, the following elements:

- Inventory of all existing pavements under the local agency jurisdiction:

Centerline miles: [fill in miles]
Total lane miles (or equivalent units): [fill in miles]
The last update of the inventory was completed on: [date of inspection]

- Pavement Condition Index (PCI) [fill in PCI]
- Identification of sections of pavement needing maintenance, rehabilitation, or replacement.

Total lane miles (or equivalent units) [fill in miles]

- Estimated budget needs to rehabilitate or replace deficient sections for the current year and the next three years:

[\$ enter dollar amount] (Unconstrained Needs)

You may direct any questions regarding the system to [contact person's name] at [phone number and consultant firm if not listing a city employee].

Sincerely,

[Signature]

[Name of City Manager, Public Works Director or equivalent department head]

EXHIBIT E

MAINTENANCE OF EFFORT REPORT

CITY / COUNTY of XXX
THREE-YEAR MAINTENANCE OF EFFORT REPORT
FOR YEARS 20XX – 20XX

Year 1

Fund Source	Amount	Year
Total Expended on Transportation		

Year 2

Fund Source	Amount	Year
Total Expended on Transportation		

Year 3

Fund Source	Amount	Year
Total Expended on Transportation		

Three-Year Average of Transportation Expenditures:

\$ _____

I, the undersigned, certify that the above information is true and correct to the best of my knowledge.

[Signature]

[Name of City Manager, Public Works Director or equivalent department head]



CITY OF SEASIDE STAFF REPORT

Item No.: 9.H.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dominique Davis, City Clerk

DATE: September 19, 2024

**SUBJECT: ADOPT RESOLUTION FOR DESIGNATION OF VOTING
DELEGATES AND ALTERNATES FOR THE LEAGUE OF
CALIFORNIA CITIES ANNUAL CONFERENCE AND EXPO BEING
HELD OCTOBER 16-18, 2024, IN LONG BEACH, CALIFORNIA**

RECOMMENDATION

Appoint Mayor Oglesby as the voting delegate and Council Member Garcia-Arrazola as the alternate voting delegate representing the City of Seaside at the League of California Cities Annual Conference.

BACKGROUND

The League of California Cities, of which the City of Seaside is a member, is hosting their annual Conference from October 16 through October 18 in Long Beach, CA. At the annual business meeting, the League adopts policy resolutions on issues of statewide importance that have direct bearing on municipal affairs and that are of broad municipal interest.

In order to vote on the League of California Cities' Annual Policy Resolutions, the City Council must designate one (1) voting delegate and up to two (2) alternates to vote at the Annual League of California Cities' business and the General Resolutions Committee. Voting delegates must be registered for the conference.

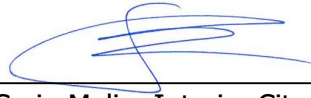
FISCAL IMPACT

None associated with this action.

ATTACHMENTS

1. Resolution

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

DESIGNATING VOTING DELEGATES AND ALTERNATES FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE OCTOBER 16-18, 2024

WHEREAS, The League of California Cities (the League) is an association of California city officials who work together to enhance their knowledge and skills, exchange information, and combine resources so that they may influence policy decisions that affect cities; and

WHEREAS, the City of Seaside is a voting member of the League; and

WHEREAS, at the annual business meeting, the League adopts policy resolutions on issues of statewide importance that have direct bearing on municipal affairs and that are of broad municipal interest; and

WHEREAS, voting delegates must be registered for the League Annual Conference held October 16-18, 2024; and

WHEREAS, in order to vote on the League of California Cities' Annual Policy Resolutions, the City Council must designate one (1) voting delegate and up to two (2) alternates to vote at the Annual League of California Cities' business meeting during the conference.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Seaside designates Mayor Ian Oglesby as the voting delegate for the Annual Conference held on October 16-18, 2024.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of September 2024, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, City Attorney



CITY OF SEASIDE STAFF REPORT

Item No.: 9.I.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dominique Davis, City Clerk

DATE: September 19, 2024

**SUBJECT: ADOPT A RESOLUTION TO CANCEL THE OCTOBER 17, 2024,
CITY COUNCIL REGULAR MEETING**

RECOMMENDATION

Adopt a resolution canceling the October 17, 2024, City Council regular meeting.

BACKGROUND

The League of California Cities Annual Conference and Expo will be held from October 16-18, 2024. The Mayor and Councilmember Garcia-Arrazola have confirmed their attendance at this event, which coincides with the regularly scheduled City Council meeting on October 17, 2024.

In order to accommodate the participation of the Mayor and Councilmember Garcia-Arrazola at the League of California Cities Annual Conference, it is recommended that the October 17, 2024, regular City Council meeting be canceled. This will ensure that a quorum is present for all future City Council meetings and allow for full participation in city business.

FISCAL IMPACT

None associated with this action.

ATTACHMENTS

1. Resolution
-

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING THE CANCELLATION OF THE CITY COUNCIL REGULAR MEETING
OCTOBER 17, 2024**

WHEREAS, The City Council meets regularly on the first and third Thursdays of each month; and

WHEREAS, Since the third meeting in October would fall on October 17th, being that it is on the same week as the League of California Cities Annual Conference it is recommended that the meeting be formally canceled; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby approves the cancellation of the meeting scheduled for October 17, 2024.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of September 2024, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney



CITY OF SEASIDE STAFF REPORT

Item No.: 9.J.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Jessica Riley, Assistant Finance Director

DATE: September 19, 2024

**SUBJECT: ADOPT A RESOLUTION APPROVING A FIVE-YEAR
PROFESSIONAL SERVICE AGREEMENT FOR PROPERTY TAX
CONSULTING/AUDIT SERVICES TO HDL COREN & CONE IN AN
AMOUNT NOT TO EXCEED \$77,800.89**

RECOMMENDATION

Award a five-year contract to HdL Coren & Cone for Property Tax Consulting Services not-to-exceed \$77,800.89.

BACKGROUND

Property and property transfer tax revenues are one of the City's largest revenue source, providing approximately \$11.2 million in FY 2023-24. In an effort to both protect and enhance these critical operating revenue sources, the City has been contracted with HdL Coren and Cone, Inc (HdL) to provide tax analysis, forecasting, auditing, and recovery services since 2003. HdL provides the following base fixed fee services to the City (non-exhaustive list):

- Budget forecasting projections for General Fund revenues;
- Provide a property tax database that is updated monthly and available through a web-based software application for the City to access property data;
- Quarterly reporting of property transfers and property tax appeals;
- Ongoing property tax consulting and property tax research for the City;
- On-call consultation with City staff to assist with property tax questions and issues.

HdL Coren & Cone recently initiated a review of the City of Seaside's existing contract for Property Tax consulting services, which is a non-expiring contract with a fixed fee. This contract has been unchanged since 2003. Since that time, HdL Coren & Cone has

created new products and reports to keep up with client needs. In order to support the cost of providing expanded services, HdL Coren & Cone is no longer entering into non-expiring contracts without including an inflation adjustment.

The attached proposed contract increases the based fixed annual service fee from the current \$12,800 to \$14,080, with a CPI adjustment no greater than 5% annually after year 1. Additionally, the updated contract allows the contract officer to the contract to order extra work beyond that specified in the fixed scope of services up to an amount of \$24,999 annually. This amount for extra work is contingent and not part of the base contract services. Additional services include Specialized data-based reports, County research, Bond services including tax allocation bonds fiscal consultant reports, and additional meetings in excess of the annual meeting to review the analysis of property tax data. Furthermore, there is a contingent fee of 25% for revenue recovered or reallocated to the City.

FISCAL IMPACT

The base annual fee will increase by \$400 for Year 1 of the agreement and potentially increase another 5% each subsequent year while the contingent fee remains the same. Additional services, beyond the fixed scope of services, in the amount of \$24,999 are allowed annually. The contingent fee cost is based solely on revenue recovered or reallocated so those costs are unknown at this point. These services are currently budgeted in the General Fund (100-5110-1030) and are included in the FY 24-25 budget. Future costs for years 2-5 of the agreement will be budgeted for in their respective fiscal year.

ATTACHMENTS

1. Resolution
2. HdL Contract

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

RESOLUTION NO.**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE****APPROVING A FIVE-YEAR PROFESSIONAL SERVICE AGREEMENT FOR
PROPERTY TAX CONSULTING/AUDITING SERVICES TO HDL COREN & CONE
IN AN AMOUNT NOT TO EXCEED \$77,800.89**

WHEREAS, property tax revenues can be verified and potentially increased through a system of continuous monitoring, identification and reconciliation to county records; and

WHEREAS, HdL Coren & Cone is a state-wide expert in such data analysis with over 260 public agency clients for whom such services are performed and has the programs, equipment, data and personnel required to deliver the property tax services referenced herein; and

WHEREAS, the City has contracted with HdL Coren & Cone since 2003 and desires to continue to receive the property tax data based reports and data analysis required to effectively manage the City's property tax base and identify and recover revenues misallocated within the City, or to other jurisdictions; and

WHEREAS, an updated agreement has been prepared between the City of Seaside and HdL Coren & Cone that will replace the previous non-expiring contract; and

WHEREAS, the updated five-year contract agreement with HdL Coren & Cone includes a fixed annual compensation of \$14,080 with a CPI adjustment no greater than 5% annually after year 1; and

WHEREAS, the updated contract also allows the contract officer to the contract to order extra work beyond that specified in the contract under the fixed annual fee up to an amount not to exceed \$24,999 annually without further City Council approval; and

WHEREAS, the City of Seaside prefers to pay for certain of such services through a contingency arrangement where payment is made from monies recovered and HdL Coren & Cone is willing to base its compensation on such a risk-based formula; and

WHEREAS, funding for the Professional Services agreement with HdL Coren & Cone

will be paid from the amount budgeted for fiscal year 24-25 in the Finance Department's Budget under account 100-5110-1030 and future costs for years 2-5 of the agreement will be budgeted for in their respective fiscal year; and

NOW, THEREFORE BE IT RESOLVED, that the City of Seaside City Council authorizes the City Manager to execute a Professional Services Agreement with HdL Coren & Cone for a term of five years for a total contract amount not to Seventy Seven Thousand Eight Hundred dollars and Eighty Nine cents (\$77,800.89) over the five-year contract term.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of September 2024, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, City Attorney

CITY OF SEASIDE
AGREEMENT FOR PROPERTY TAX
CONSULTING/AUDIT SERVICES

This AGREEMENT (the “Agreement”) is made and entered into as of the 19th day of September, 2024 by and between the CITY OF SEASIDE, a municipal corporation hereinafter called CITY, and HdL Coren & Cone, a California Corporation hereinafter called CONTRACTOR.

RECITALS

WHEREAS, property tax revenues can be verified and potentially increased through a system of continuous monitoring, identification and reconciliation to county records; and

WHEREAS, an effective program of property tax management will assist the CITY in fiscal, economic and community development planning; and

WHEREAS, CITY desires the property tax data based reports and data analysis required to effectively manage the CITY property tax base and identify and recover revenues misallocated within the CITY, or to other jurisdictions; and

WHEREAS, CONTRACTOR is a state-wide expert in such data analysis with over 260 public agency clients for whom such services are performed and has the programs, equipment, data and personnel required to deliver the property tax services referenced herein; and

WHEREAS, CITY prefers to pay for certain of such services through a contingency arrangement where payment is made from monies recovered and CONTRACTOR is willing to base its compensation on such a risk-based formula.

NOW, THEREFORE, CITY and CONTRACTOR, for the consideration hereinafter described, mutually agree as follows:

1.0 DEFINITIONS

For purposes of this Agreement, the following terms shall have the meaning stated below:

Audit Review: “Audit” or “Audit Review” shall mean the comparison of databases to ensure that parcels are correctly coded with the appropriate tax rate area to return revenue to the client city. Audits include the secured and unsecured tax rolls and where secured records are corrected; the corresponding unsecured records related to those properties are also corrected. A review of the calculation methodologies developed by auditor/controller offices in the administration of property tax is made to ensure compliance. New annexations are audited the 1st or 2nd year after the area’s adoption due to the timing of LAFCO and the State Board of Equalization in assigning new tax rate areas and county processing of those changes.

County: “County” shall mean the County in which the CITY is located.

Data Base: “Data Base” shall mean a computerized listing of property tax parcels and information compiled for CITY from information provided by the County.

Days: “Days” shall mean calendar days.

Property Tax Roll: “Property Tax Roll” shall mean the assessed values of parcels on the secured and unsecured lien date rolls as reported by the County.

Proprietary Information: “Proprietary Information” shall be the reports, technical information, compilations of data, methodologies, formula, software, programs, technologies and other processes previously designed and developed by CONTRACTOR and used in the performance of the services hereunder.

Successor Agency: “Successor Agency” means the City's administration pursuant to Section 34176 of the Health and Safety Code of the former community redevelopment agency of CITY).

Recovered/Reallocated Revenue: “Recovered or Reallocated Revenue” shall mean additional revenue received as a result of an audit or review of properties submitted for correction or for corrections due erroneous calculations or incorrect methods of distributing revenue discovered by the CONTRACTOR and then made by county agencies which result in a return of additional revenue to the AGENCY. Reviews of AGENCY administered pass throughs are performed to ensure the correctness of distributions being made to participating agencies.

Scope of Services: “Scope of Services” shall mean all of the Base Services specified in Section 2.0, the Optional Services in Section 3.0, the Additional Services in Section 4.0, or any other services rendered hereunder.

TRA: “Tax Rate Area” shall mean the area subject to the tax rate.

2.0 BASE SERVICES

The CONTRACTOR shall perform all of the following duties as part of the Base Services provided hereunder, unless otherwise specified in writing by the Contract Officer:

2.1 Analysis And Identification Of Misallocation Errors (Contingent Fee)

(a) In the first year of this Agreement, and as necessary thereafter but not less than once every five (5) years, CONTRACTOR shall conduct an analysis to identify and verify the CITY parcels on the secured Property Tax Roll which are not properly attributed to a CITY, and will provide the correct TRA designation to the proper County agency. Typical errors include parcels assigned to incorrect TRAs within the CITY or an adjacent city, and TRAs allocated to wrong taxing agencies.

(b) CONTRACTOR shall annually reconcile the annual auditor-controller assessed valuations report to the assessor's lien date rolls and identify discrepancies.

(c) CONTRACTOR shall annually review parcels on the unsecured Property Tax Roll to identify inconsistencies such as value variations, values being reported to a mailing address rather than the situs address, and errors involving TRAs (to the extent records are available).

(d) CONTRACTOR may audit general fund or tax increment property tax revenue or other revenues attributable to the CITY departments, districts, (including but not limited to base year value audits; administration of tax sharing agreements; tax increment allocation reviews; county allocation and payments reviews).

2.2 Annual Services (Fixed Fee)

Annually, after the Property Tax Roll is available:

(a) CONTRACTOR shall establish a Data Base for CITY available through CONTRACTOR'S online property tax application

(b) Utilizing the Data Base, CONTRACTOR will provide:

(1) A listing of the major property owners in the CITY, including the assessed value of their property.

(2) A listing of the major property tax payers, including an estimate of the property taxes.

(3) A listing of property tax transfers which occurred since the prior lien date.

(4) A listing of parcels that have not changed ownership since the enactment of Proposition XIII A.

(5) A comparison of property within the CITY by county-use code designation.

(6) A listing by parcel of new construction activity to identify non-residential parcels with new construction activity and to provide reports for use in the CITY's preparation of Gann (Propositions 4 and 111) State Appropriation Limit calculations.

(7) A listing of multiple owned parcels.

(8) A listing of absentee owner parcels.

(9) Calculate an estimate of property tax revenue anticipated to be received for the fiscal year by the CITY. This estimate is based upon the initial information provided by the County and is subject to modification. This estimate shall not be used to secure the indebtedness of the CITY.

(10) Development of historical trending reports involving taxable assessed values for the CITY, median and average sales prices and related economics trends.

(11) Upon written request, analyses based on geographic areas designated by the CITY to include assessed valuations and square footage computations for use in community development planning.

(12) One and five-year budget projections for the city general fund and special districts. This report is interactive for tax modeling.

2.3 Successor Agency Services

Successor Agency Services including but not limited to:

- (a) Annual tax increment projections and, as requested, cash flow analysis for the Successor Agency by Project Area
- (b) Review of Redevelopment Obligation Payment Schedules (ROPS) as requested.
- (c) Provide property tax information to the Oversight Board at the direction of the Successor Agency
- (d) Provide access to the Oversight Board to City and former redevelopment agency documents at the direction of the Successor Agency
- (e) Monitor the County distribution of tax-sharing revenues to the taxing entities of the former redevelopment agency
- (f) Advice and consultation on the City/Successor Agency's preparation of required reports, such as revenue projections; review of Recognized Obligation Payment Schedules (ROPS), submittals to the Oversight Board and/or County or State agencies, and new or revised legislative requirements
- (g) Analysis of legislative and judicial matters impacting Redevelopment Property Tax Trust Fund (RPTTF) revenues to the Successor Agency and to the City.

2.4 Quarterly Services/Monthly Services (Fixed Fee)

The CONTRACTOR shall perform the following services quarterly:

- (a) A listing of property tax appeals filed on properties in the CITY (selected counties).
- (b) A listing of property transfers that have occurred since the last report.

(c) Monthly update of CONTRACTOR'S web-based software program to include parcel transfer data and, in select counties, appeal updates.

2.5 On-Going Consultation (Fixed Fee)

During the term of this Agreement, CONTRACTOR will serve as the CITY's resource staff on questions relating to property tax and assist in estimating current year property tax revenues. On-going consultation would include, but not be limited to, inquiries resolved through use of the CITY's data base.

3.0 OPTIONAL SERVICES

The following services are available on a time and materials basis:

3.1 Specified Data

Generation of specialized data-based reports which would require additional programming, the purchase of additional data, costs for county staff research, or similar matters not necessary to carry out services outlined in Section 2.0.

3.2 County Research

Any research with County agencies for which CONTRACTOR does not have a current database.

3.3 Bond Services

Bond services are available for a fixed negotiated fee, including:

- (a) Tax Allocation Bonds fiscal consultant reports
- (b) Mello-Roos Special Tax studies

3.4 Additional Meetings Requested

Meetings in excess of the annual meeting to review the analysis of property tax data, trending information, and other findings with AGENCY shall be considered an Optional Service.

4.0 ADDITIONAL SERVICES

CITY shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any material adjustment in the contract and/or the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to \$24,999 annually, or in the time to perform of up to one hundred

eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein.

5.0 OBLIGATIONS OF THE PARTIES WITH RESPECT TO SERVICES

5.1 City Materials and Support

CITY agrees to provide the following information:

1. Current CITY maps and zoning map;
2. A copy of reports received by the CITY annually from the Auditor-Controller's office detailing assessed values (secured, unsecured and utilities), as well as unitary values for reconciliation analysis;
3. Parcel listing and maps of CITY parcel annexations since the lien date roll;
4. A listing of completed new construction projects with Assessor's map book, page and parcel numbers (APN) for proper identification and tracking for two years prior to the date of this Agreement. If the data does not include the APN information, CONTRACTOR will research this information at an additional cost;
5. A listing of the CITY levies assessment districts and direct assessments.

5.2 Compliance with Law

All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the CITY and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

5.3 License, Permits, Fees and Assessments

CONTRACTOR shall obtain such licenses, permits and approvals (collectively the "Permits") as may be required by law for the performance of the services required by this Agreement. CITY shall assist CONTRACTOR in obtaining such Permits, and CITY shall absorb all fees, assessments and taxes which are necessary for any Permits required to be issued by CITY.

5.4 Further Responsibilities of Parties

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

6.0 CONSIDERATION

6.1 Base Fixed Fee Services

CONTRACTOR shall provide the Base Services described in Section 2.0 above, for a fixed annual fee of \$14,080 (invoiced quarterly).

The Base Fixed Fee shall be adjusted annually by the California Consumer Price Index (CCPI) for all items as determined by the California Department of Industrial Relations as measured February to February by the California All Urban Consumers index.

6.2 Base Contingent Fee Services

For Base Services pursuant to Section 2.1 which are payable on a contingent basis, CONTRACTOR shall receive 25 percent of net general fund attributable to CITY departments, districts, or funds recovered or reallocated which are directly or indirectly the result of an audit, analysis or consultation performed by CONTRACTOR (including but not limited to base year value audits; administration of tax sharing agreements; tax increment allocation reviews; county allocation reviews). CONTRACTOR shall separate and support said reallocation and provide CITY with an itemized invoice showing all amounts due as a result of revenue recovery or reallocation. CITY shall pay audit fees after Contractor's submittal of evidence that corrections have been made by the appropriate agency. Payment to CONTRACTOR shall be made within thirty (30) days after CITY receives its first remittance advice during the fiscal year for which the correction applies.

6.3 Optional Services

Fees for Optional Services as outlined in Services in Section 3.0 above (except Section 3.3) shall be billed at the following hourly rates:

Partner	\$250 per hour
Principal	\$225 per hour
Programmer	\$200 per hour
Associate	\$175 per hour
Senior Analyst	\$125 per hour
Analyst	\$ 90 per hour
Administrative	\$ 70 per hour

Hourly rates are exclusive of expenses and are subject to adjustment by CONTRACTOR annually. On July 1st of each year CONTRACTOR shall provide CITY with an updated schedule of hourly rates. The rates will not be increased by more than five percent (5%) per year.

6.4 Fees for Bond Services

Services under Section 3.3 above will be determined depending upon the complexity of the bond issue and the time available for completion of the task and will be mutually agreed to be the parties.

6.5 Indirect Expenses

Except as specified above, no other charges shall be made for direct or indirect expenses incurred by CONTRACTOR in performing the services in the Scope of Services including for administrative overhead, salaries of CONTRACTOR'S employees, travel expenses or similar matters.

6.6 Due Date

All fees are due 30 days immediately following billing. All amounts that are not paid when due shall accrue interest from the due date at the rate of one percent per month (12% per annum).

7.0 TERM PERFORMANCE SCHEDULE

7.1 Time of Essence

Time is of the essence in the performance of this Agreement.

7.2 Schedule of Performance

CONTRACTOR shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "A", and incorporated herein by this reference. When requested by the CONTRACTOR, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

7.3 Force Majeure

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONTRACTOR shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified.

7.4 Term

Unless earlier terminated in accordance with Section 11.6 of this Agreement, this Agreement shall continue in full force and effect for five (5) years, and, unless a notice of termination is given on the fourth anniversary date, shall be automatically extended from year to year and such notice shall be given.

8.0 COORDINATION OF WORK

8.1 Representative of Contractor

The following principals of CONTRACTOR are hereby designated as being the principals and representatives of CONTRACTOR authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Nichole Cone-Morishita
HdL COREN & CONE
120 S. State College Blvd., Suite 200
Brea, CA 92821

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for CITY to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of CONTRACTOR and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by CONTRACTOR without the express written approval of CITY.

8.2 Contract Officer

The Contract Officer shall be such person as may be designated by the City Manager of CITY. It shall be the CONTRACTOR'S responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the CONTRACTOR shall refer any decisions which must be made by CITY to the Contract Officer. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the CITY required hereunder to carry out the terms of this Agreement.

8.3 Prohibition Against Subcontracting or Assignment

The experience, knowledge, capability and reputation of CONTRACTOR, its principals and employees were a substantial inducement for the CITY to enter into this Agreement. Therefore, CONTRACTOR shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the CITY. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of CITY. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than fifty percent (50%) of the present ownership and/or control of CONTRACTOR, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the CONTRACTOR or any surety of CONTRACTOR of any liability hereunder without the express consent of CITY.

8.4 Independent Contractor

Neither the CITY nor any of its employees shall have any control over the manner, mode or means by which CONTRACTOR, its agents or employees, perform the services required herein, except as otherwise set forth herein. CITY shall have no voice in the selection, discharge, supervision or control of CONTRACTOR'S employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. CONTRACTOR shall perform all services required herein as an independent CONTRACTOR of CITY and shall remain at all times as to CITY a wholly independent CONTRACTOR with only such obligations as are consistent with that role. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of CITY. CITY shall not in any way or for any purpose become or be deemed to be a partner of CONTRACTOR in its business or otherwise or a joint venturer or a member of any joint enterprise with CONTRACTOR.

9.0 INSURANCE AND INDEMNIFICATION

9.1 Insurance

The CONTRACTOR shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to CITY, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability. Insurance including coverage for premises and operations, products and completed operations, personal and advertising injury, bodily injury and property damage, with a minimum policy limit of \$3,000,000 per occurrence and \$5,000,000 in the annual general aggregate (occurrence form). *A combination of primary, excess and umbrella limits are acceptable to satisfy minimum policy limit requirements.*

(b) Automotive. Insurance including coverage for all non-owned and hired automobiles used in the performance of this Agreement and with minimum limits of \$1,000,000 combined single limit each accident.

(c) Worker's Compensation. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the CONTRACTOR and the CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the CONTRACTOR in the course of carrying out the work or services contemplated in this Agreement.

(d) Errors and Omissions (Professional Liability). A policy of professional liability issuance written on a claims-made basis in an amount not less than \$1,000,000.

9.2 General Requirements

All of the above policies of insurance shall be primary insurance and shall name the CITY, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the CITY, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may

not be amended or cancelled without providing thirty (30) days prior written notice by registered mail to the CITY. In the event any of said policies of insurance are cancelled, the CONTRACTOR shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 9.0 to the Contract Officer. No work or services under this Agreement shall commence until the CONTRACTOR has provided the CITY with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the CITY.

9.3 Indemnification

CONTRACTOR agrees to indemnify the CITY, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities of CONTRACTOR, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of CONTRACTOR hereunder, or arising from CONTRACTOR’S negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of the CITY, its officers, agents or employees but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the CITY, its officers, agents or employees, who are directly responsible to the CITY.

9.4 Sufficiency of Insurer or Surety

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated “A” or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the CITY due to unique circumstances. In the event the Risk Manager of CITY (“Risk Manager”) determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the CITY, the CONTRACTOR agrees that the minimum limits of the insurance policies and the performance bond required by this Section 9.0 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the CONTRACTOR shall have the right to appeal a determination of increased coverage by the Risk Manager to the CITY Council of CITY within 10 days of receipt of notice from the Risk Manager.

10.0 RECORDS AND REPORTS

10.1 Reports

CONTRACTOR shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

10.2 Records

CONTRACTOR shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of CITY, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the CITY shall have access to such records in the event any audit is required.

10.3 Non-Disclosure of Proprietary Information

In performing its duties under this Agreement, CONTRACTOR will produce reports, technical information and other compilations of data to CITY. These reports, technical information and compilations of data are derived by CONTRACTOR using methodologies, formulae, programs, techniques and other processes designed and developed by CONTRACTOR at a substantial expense. CONTRACTOR'S reports, technical information, compilations of data, methodologies, formulae, software, programs, techniques and other processes designed and developed by CONTRACTOR shall be referred to as Proprietary Information. CONTRACTOR'S Proprietary Information is not generally known by the entities with which CONTRACTOR competes.

CONTRACTOR desires to protect its Proprietary Information. Accordingly, CITY agrees that neither it nor any of its employees, agents, independent contractors or other persons or organizations over which it has control, will at any time during or after the term of this Agreement, directly or indirectly use any of CONTRACTOR'S Proprietary Information for any purpose not associated with CONTRACTOR'S activities. Further, CITY agrees that it nor any of its employees, agents, independent contractors or other persons or organizations over which it has control, will disseminate or disclose any of CONTRACTOR'S Proprietary Information to any person or organization not connected with CONTRACTOR, without the express written consent of CONTRACTOR. The CITY also agrees that consistent with its obligations under the California Public Records Act and related disclosure laws, it will undertake all necessary and appropriate steps to maintain the proprietary nature of CONTRACTOR'S Proprietary Information.

Any use of the Proprietary Information or any other reports, records, documents or other materials prepared by CONTRACTOR hereunder for other projects and/or use of uncompleted documents without specific written authorization by the CONTRACTOR will be at the CITY's sole risk and without liability to CONTRACTOR, and the CITY shall indemnify the CONTRACTOR for all damages resulting therefrom.

10.4 Release of Documents Pursuant to Public Records Act

Notwithstanding any other provision in this Agreement, all obligations relating to disclosure of Proprietary Information remain subject to the Freedom of Information Act or California Public Records Act, Cal. Gov't Code §§ 6250 et seq. (collectively, the "PRA"). The Parties intend that if CITY is served with a request for disclosure under the PRA, or any similar statute, the CITY in good faith will make the determination as to whether the material is disclosable

or exempt under the statute, and shall resist the disclosure of Proprietary Information which is exempt from disclosure to the extent allowable under the law. CITY shall advise CONTRACTOR in writing five (5) days prior to the intended disclosure of any decision to disclose Proprietary Information, and the reasons therefore, and if CONTRACTOR then timely advises CITY in writing that it objects to the disclosure, CITY shall not disclose the information. In such case, CONTRACTOR shall then be solely liable for defending the non-disclosure and shall indemnify and hold CITY harmless for such nondisclosure.

11.0 ENFORCEMENT OF AGREEMENT

11.1 California Law

This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Monterey, State of California, or any other appropriate court in such county, and CONTRACTOR covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

11.2 Disputes

In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit CITY's or the CONTRACTOR'S right to terminate this Agreement without cause pursuant to Section 11.6.

11.3 Waiver

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

11.4 Rights and Remedies are Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or

different times, of any other rights or remedies for the same default or any other default by the other party.

11.5 Legal Action

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

11.6 Termination Prior to Expiration of Term

This Section shall govern any termination of this Agreement. The Parties reserve the right to terminate this Agreement at any time, with or without cause, upon forty-five (45) days' written notice to the non-terminating party, except that where termination is for cause, the Parties will comply with the dispute resolution process in Section 11.2. Upon issuance of any notice of termination, CONTRACTOR shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. The CONTRACTOR shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 11.2.

11.7 Attorneys' Fees

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

12.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

12.1 Non-liability of CITY Officers and Employees

No officer or employee of the CITY shall be personally liable to the CONTRACTOR, or any successor in interest, in the event of any default or breach by the CITY or for any amount which may become due to the CONTRACTOR or to its successor, or for breach of any obligation of the terms of this Agreement.

12.2 Conflict of Interest

No officer or employee of the CITY shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the

Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The CONTRACTOR warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

12.3 Covenant Against Discrimination

CONTRACTOR covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

13.0 MISCELLANEOUS PROVISIONS

13.1 Notice

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail addressed as follows:

CITY	CITY OF SEASIDE 440 Harcourt Avenue Seaside, CA 93955 ATTN: [City Manager and Finance Officer]
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w/ e-copy to cityattorney@ci.seaside.ca.us

CONTRACTOR:	HdL COREN & CONE 120 S. State College Blvd., Suite 200 Brea, CA 92821
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Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

13.2 Interpretation

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

13.3 Integration; Amendment

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

13.4 Severability

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

13.5 Corporate Authority

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

14.0 COOPERATIVE AGREEMENT

It is intended any other public agency (e.g., city, county, district, public authority, public agency, municipality, or other political subdivision of California) located in the state of California shall have an option to procure identical services as set forth in this Agreement. The City of Seaside shall incur no responsibility, financial or otherwise, in connection with orders for services issued by another public agency. The participating public agency shall accept sole responsibility for securing services or making payments to the vendor.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY OF SEASIDE

City Manager

CONTRACTOR:

HdL COREN & CONE
A California Corporation



Nichole Cone-Morishita, CFO

APPROVED AS TO FORM:

EXHIBIT “A”

SCHEDULE OF PERFORMANCE

TIMELINE FOR DELIVERABLES

July/August	Data available for purchase from counties
September 30	Data available on HdLCC’s web-based property tax application
September/October	Unsecured audits performed and forwarded to county assessor
October	Appeals quarterly updates emailed in counties where the data is available
October-February	Delivery of preliminary property tax reports
January	Appeals quarterly updates emailed in counties where the data is available
January/February	General Fund Budget Projections
April	Appeals quarterly updates emailed in counties where the data is available
April/May	Final Books – Addendums emailed to clients
July	Appeals quarterly updates emailed in counties where the data is available
Ongoing	Secured Audits – City Property sales reports City and Successor Agency mid-year budget reviews and budget projections Analytical work at the request of clients Monthly updates of database with property sale information



CITY OF SEASIDE STAFF REPORT

Item No.: 10.A.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Sheri Damon, City Attorney

DATE: September 19, 2024

SUBJECT: CONSIDER AMENDMENT TWO TO THE PURCHASE AND SALE AGREEMENT FOR THE ACQUISITION OF THE CAMPUS TOWN PROPERTY, APPROVE THE EXCHANGES OF PROPERTIES AND MAKE APPROPRIATE FINDINGS

RECOMMENDATION

Consider amendment two to the Purchase and Sale Agreement for the acquisition of the Campus Town property, approve the exchanges of properties and make appropriate findings.

BACKGROUND

On or about December 16, 2016, the Seaside City Council and the Successor Agency to the Redevelopment Agency for the City of Seaside approved the first Purchase and Sale Agreement for KBB Seaside Venture II, LLC ("KBB") to acquire approximately 109 acres to build-out a substantial portion of the Campus Town project. The Agreement was executed on or about February 6, 2017. The Agreement called for an acquisition price of eighteen million dollars broken down into Phase 1 acquisition price of \$9 million and Phase 2 acquisition price of \$9 million. The first Phase was located on property owned by the City, while the Phase 2 part of the property was held by the Successor Agency to the Redevelopment Agency for the City of Seaside. The transaction was in conformance with the City's long range management plan, the Fort Ord Reuse Authority's Base Reuse Plan and City's General Plan. The terms of the PSA required among other things that the City and Developer undertake a planning process for a specific plan, set the price for the acquisition and provided the process for future appraisals.

On March 5, 2020, the City and the Successor Agency to the Redevelopment Agency

certified an environmental impact report (EIR), approved the Campus Town Specific Plan and attendant planning actions and approved a series of KBB-specific documents, including the affordable housing agreement and development agreement. On or about April 5, 2020, a lawsuit was filed challenging the EIR certification. The lawsuit led to delays in the forward progress of the project. Additional delays have been encountered associated with the demolition activities and regulatory review of the site to ensure its suitability for residential reuse.

The PSA was first amended on or about January 26, 2022 to extend the time within which Phase 1 and Phase 2 would need to be acquired. In 2024, the City Council approved the transfer of the property formerly held by the Successor Agency to the Redevelopment Agency to the City of Seaside in accordance with the Long Range Property Management Plan.

This Second Amendment clarifies the phasing for the property; identifying Phase 1, 1A and 2, along with the respective allocation of purchase price for each phase. The Second Amendment will be executed solely by the City as the owner of all the property, now that the Successor to the Redevelopment Agency has transferred Surplus II to the City in accordance with the Long Range Management Plan.

The Exchanges of Property.

Amendment Two codifies some essential switches and exchanges of property. The primary change is the retention by the City of the firestation property currently used by the Presidio of Monterey Fire (POM). This is essential for the City for multiple reasons. One, Seaside's planned Firestation #2, will not be constructed prior to the construction of Phase 1A of Campus Town and there will be an ongoing need for the POM Fire mutual aid services. Two, the City wishes to collaborate with the Department of Defense in allowing the fire services to remain in location thus lowering the cost of relocating these services to serve the military residential enclave and the federal lands served by the POM Fire. Finally, by allowing the POM Fire to remain where it is, it frees up the former military chapel for long term lease to the City of Seaside which will then use it as a cultural museum and arts center. In exchange for no longer acquiring POM Fire, KBB will receive Parcel L36 which is planned for single family residences.

Amendment Two also codifies the process for KBB's construction of a MSTD Transit Park in exchange for the property formerly identified in the Campus Town Specific Plan as a park (Original Planned Park). This exchange is contingent upon the City successfully acquiring property from MST for park purposes. The new MSTD Transit Park is designed to account for the public benefit transit related development deed restrictions on the MST parcel. If successfully acquired KBB will develop the MSTD Transit Park with attendant transit-oriented amenities such as solar charging stations, bus stops and parking areas. In exchange, KBB will receive the Original Planned Park land for residential construction.

Finally, Amendment Two requires the City to acquire right of way from the County of Monterey in order to ensure that Phase 2 can be fully built adjacent to 7th Avenue.

Amendment Two confirms that KBB as Buyer will construct the full-build out mitigation improvements to the intersection of General Jim Moore Boulevard and Lightfighter in the Phase 2 final map process, subject to the City acquiring any necessary easements or rights of way required to implement those improvements. The Agreement also confirms that KBB will be making the \$2,000,000 public benefit contribution to be used for the new fire station or costs and expenses associated with projects and activities within and benefiting the Campus Town Specific Planning Area.

Amendment Two also deletes the condition precedent relative to review by the Oversight Board or the Department of Finance, primarily since there is no longer a need for that review given the property is now wholly owned by the City in accordance with the Long Range Management Plan.

The Purchase and Sale Agreement amendment 2 also better clarifies the easements and other areas needed to perform build out of the Campus Town project.

A summary of the shifted areas is shown in the attached map.

FISCAL IMPACT

Positive

ATTACHMENTS

1. Resolution-PSA-sd
2. Second Amendment to PSA c16 09132024
3. AG 22-069 First Amendment to PSA
4. AG 17-008 KB Bakewell Purchase and Sale Agreement

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

RESOLUTION NO. 24-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING AMENDMENT TWO TO THE PURCHASE AND SALE AGREEMENT BETWEEN KBB SEASIDE VENTURE II, LLC AND THE CITY OF SEASIDE, MAKING SURPLUS LANDS ACT5 FINDINGS

- A. **WHEREAS**, on or about February 6, 2017, the City of Seaside and the Successor Agency to the City of Seaside Redevelopment Agency entered into a Purchase and Sale Agreement and Escrow Instructions with KBB Seaside Venture II, LLC("KBB"), under contract numbered AG 17-8 for the acquisition of a portion of property owned by the City and the Successor Agency in order to develop property commonly referred to as Campus Town;
- B. **WHEREAS**, on December 16, 2021, the City Council adopted Resolution No. 21-126 and Resolution No. 21-03SA approving the first Amendment of the Purchase and Sale Agreement; and
- C. **WHEREAS**, the Successor Agency to the Redevelopment Agency of the City of Seaside adopted Resolution 24-01SA authorizing the transfer of the property previously owned by the Successor Agency of the City of Seaside to the City of Seaside in accordance with the terms and provisions of the approved Long Range Management Plan and the City Council adopted Resolution 24-11 accepting such transfer; and
- D. **WHEREAS**, for purposes of the Amendment Two the City Council is the successor in interest to the Successor Agency for the Redevelopment Agency with respect to the portion of the property previously owned by the Successor Agency (Surplus II).
- E. **WHEREAS**, a portion of land to be sold to the KBB was being used by Presidio of Monterey (POM) fire department pursuant to a long-term lease and the City wishes to retain; and
- F. **WHEREAS**, the POM Fire provides essential fire services to the military enclave which is located in north Seaside, federally owned lands held by the Bureau of Land Management and the Fort Ord National Monument; and provides generally mutual aid fire services to the citizens of Seaside; and
- G. **WHEREAS**, the City of Seaside provided a holdover extension to the Presidio of Monterey's use of the fire station located along General Jim Moore Boulevard; and
- H. **WHEREAS**, the City's firestation #2 will not be built prior to the build out of the Campus Town property Phase 1A and the City wishes to extend the lease to the POM Fire on a longer term basis; and
- I. **WHEREAS**, in exchange for releasing the approximately one-acre parcel that the current POM Fire Station is located upon, KBB will receive Parcel L36A (APN 031-151-037) which is owned by the City and which is identified for residential development in the Campus Town Specific Plan; and
- J. **WHEREAS**, Parcel L36A (APN 031-151-037) is hereby declared to be exempt from the Surplus Lands Act pursuant to Government Code section 54221(f)(1)(C); and
- K. **WHEREAS**, on March 5, 2020, the City Council certified an environmental impact report, and approved the Campus Town Specific Plan and other planning actions, vesting tentative map, Development Agreement and Affordable Housing Agreement; ; and

- L. **WHEREAS**, the City wishes to acquire property (MST property) which has certain restrictions which preclude it from being developed with residential development as shown in the Campus Town Specific Plan; and
- M. **WHEREAS**, the City wishes to encourage as much residential development in the Campus Town Specific Plan area and believes that the shift of the area of the Park to the northern corner of the Specific Plan Area and potentially will allow KBB to replace and increase the residential development and develop it instead as a transit-oriented park area; and
- N. **WHEREAS**, the KBB is acquiring property and is responsible to build a public park in another part of Campus Town and providing the successful acquisition of the MST property will be allowed to develop residential on the Original Park Property in exchange for building a transit-oriented park on the MST property; and
- O. **WHEREAS**, all of the property being offered to KBB are hereby declared exempt pursuant to Government Code section 54221(f)(1)(C); and
- P. **WHEREAS**, Exhibit A identifies the transfers from/to the Purchase and Sale Agreement to the Second Amended Purchase and Sale Agreement; and
- Q. **WHEREAS**, each of the areas and transfers will be contiguous to the properties identified for purchase by KBB and the City of Seaside as exchanges as identified in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEASIDE, CALIFORNIA, AS FOLLOWS:

1. The City Council does hereby find that the above recitals are accurate and are hereby incorporated in and made part of this Resolution by this reference.

2. The City Council makes the following findings pursuant to the requirements of the California Environmental Quality Act:

A. Pursuant to the California Environmental Quality Act ("CEQA") and the CEQA Guidelines, the City certified an Environmental Impact Report (EIR) on March 5, 2020 in connection with the City's approval of the Campus Town Specific Plan and planning documents and approval of KBB-Specific documents, including the Development Agreement and the Affordable Housing Agreement. Pursuant to CEQA Guidelines Section 15162, no subsequent or supplemental EIR or Negative Declaration shall be prepared in connection with subsequent discretionary approvals of the same project unless: (i) substantial changes are proposed to the project that indicate new or substantially more severe significant impacts on the environment; (ii) substantial changes have occurred in the circumstances under which the project was previously reviewed that indicates new or substantially more severe significant environmental impacts; or (iii) new information of substantial importance shows (a) the project will have new or substantially more severe significant impacts than previously considered; or (b) additional mitigation measures or alternatives are now feasible to substantially reduce impacts or considerably different mitigation measures or alternatives can be imposed to substantially reduce significant impacts, but the project proponent declines to adopt them.

B. Based on these findings and all evidence in the record, the City Council determines that no additional environmental review is required pursuant to CEQA in connection

with the City’s consideration of the amendment of the Purchase and Sale Agreement and concomitant property exchanges.

3. The City Council hereby finds that Parcel L36A is exempt surplus land pursuant to Government Code Section 54221(f)(1)(C), which provides that land a local agency is exchanging for another property necessary for the agency’s use is “exempt surplus land.” The City is exchanging Parcel L36A for Parcel J, which the City will continue to lease to POM to enable POM to continue to provide essential fire services to the military enclave which is located in north Seaside, federally owned lands held by the Bureau of Land Management and the Fort Ord National Monument, and to continue to provide mutual aid fire services to the citizens of Seaside.

5. The City Council hereby authorizes the City Manager to sign the Second Amendment to to the Purchase and Sale Agreement and, in conjunction with the City Attorney, take all implementing actions necessary to implement the provisions of that agreement, including without limitation negotiating with the other entities necessary to implement the provisions; and

6. The City further finds that in accordance with Gov. Code §54221(f)(2) the exempt surplus land in question is not within the coastal zone or within the Lake Tahoe Region as defined in Section 66905.5, is not adjacent to a historical unit of the State Parks System and is not listed on or determined by the State Office of Historic Preservation to be eligible for the National Register of Historic Places.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California on the ____th day of September, 2024.

AYES:	COUNCIL MEMBERS
NOES:	COUNCIL MEMBERS
ABSTAIN	COUNCIL MEMBERS
ABSENT:	COUNCIL MEMBERS

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This Second Amendment to Purchase and Sale Agreement and Escrow Instructions (this “**Amendment**”) is executed as of _____, 202__ (“**Effective Date**”) by and between KB BAKEWELL SEASIDE II, LLC, a Delaware limited liability company, successor by assignment and assumption to KB-Bakewell Seaside Venture, LLC, a California limited liability company (“**Buyer**”), and the CITY OF SEASIDE and the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE (collectively, “**Seller**”) with reference to the following facts:

A. Buyer and Seller entered into that certain Purchase and Sale Agreement and Escrow Instructions dated as of February 6, 2017 (“**Original Agreement**”) and as amended by that certain First Amendment to Purchase and Sale Agreement and Escrow Instructions dated January 26, 2022 (“**First Amendment**”; the Original Agreement as amended by the First Amendment is hereafter referred to as the “**Purchase Agreement**”), relating to the purchase and sale of certain real property located in the City of Seaside, County of Monterey, State of California, and more particularly described in the Purchase Agreement. All terms not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement.

B. Buyer acknowledges that Buyer is unaware of any uncured defaults by Buyer under the Purchase Agreement. Seller acknowledges that Seller is unaware of any uncured defaults by Seller under the Purchase Agreement.

C. Buyer and Seller desire to amend the Purchase Agreement as set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in the Purchase Agreement and in this Amendment, and other good and valuable consideration, the receipt and adequacy of which is acknowledged, Buyer and Seller agree as follows:

1. Phase 1A, Phase 1B and Phase 2.

A. The Purchase Agreement contemplated the sale of the Property to occur in two (2) phases, Phase 1 and Phase 2. On the terms set forth herein, Buyer and Seller hereby agree to divide the closing of Phase 1 into two (2) phases, hereafter referred to as “Phase 1A” and “Phase 1B”, such that the sale of the Property will occur in three (3) phases: Phase 1A, Phase 1B and Phase 2.

B. The portions of the Property to be included in the closing of Phase 1A (“**Phase 1A Property**”), the portions of the Property to be included in the closing of Phase 1B (“**Phase 1B Property**”) and the portions of the Property to be included in the closing of Phase 2 (“**Phase 2 Property**”) are as depicted in Exhibit 1, attached hereto and incorporated herein.

C. With regard to and as a result of the amendments in Section 1.A, and Paragraph 1.B., above, Buyer shall:

1. Complete prior to the Close of Escrow for Phase 1B and Phase 2, as applicable, all amendments and/or lot line adjustments to the Final Map necessary for the Phase 1B Property and Phase 2 Property to consist of separate legal parcels as described and depicted in Exhibit 1; and

2. Construct in accordance with the approved improvement plans for the applicable Phase (a) the public roadways and related infrastructure improvements on Parcel 5 and 7 necessary for ingress and egress to and from Parcels 4, 6 and 8 and (b) any retaining wall(s) behind Parcel J necessary to accommodate the grade changes between Parcels J and 6. All parcels referenced in this subsection C are as identified in Exhibit 1.

D. With regard to and as a result of the amendments in Section 1.A, and Paragraph 1.B., above, Seller:

1. Shall, unless already completed prior to the Effective Date, amend prior to the Close of Escrow of Phase 1B that certain lease to the Army applicable to Parcel J for operation of a federal fire station such that the premises leased will consist only of Parcel J as depicted in Exhibit 1. For avoidance of doubt, Buyer agrees it will not be acquiring Parcel J as part of its acquisition of the Property and instead will be exchanging Parcel J for the Diocese Property (hereafter defined);

2. May, at its election, obtain from the Monterey-Salinas Transit District such rights, titles and interests in and to that certain parcel of real property with an Assessor's Parcel Number of 031-151-024 ("**MSTD Property**") as would be necessary to allow Buyer to construct onto it a public benefit open space park incorporating and/or accommodating certain transit-oriented features and improvements ("**MSTD Transit Park**"). If the City elects to obtain and does in fact obtain the aforementioned rights, titles and interests to the MSTD Property on or before the Phase 2 Closing, then Buyer shall construct the MSTD Transit Park in lieu of and not in addition to that certain park originally planned to be constructed by Buyer near the intersection of Giggling Road and Seventh Avenue ("**Originally Planned Park**"). To the extent (a) consistent with the specific plan applicable to the Property and Buyer's project for the Property and (b) materially in conformance with the Tentative Map, Seller shall grant and/or approve all easements, permissions, applications, plans, maps, agreements, documents, and other instruments or entitlements necessary or appropriate to allow Buyer to construct the MSTD Transit Park. Notwithstanding anything in this Agreement to the contrary, (i) unless and until Seller acquires from the Monterey-Salinas Transit District the aforementioned rights, titles and interests Buyer shall have no obligation to construct the MSTD Transit Park and (ii) the construction of the MSTD Transit Park (particularly if Seller is delayed in acquiring of such rights, titles and interests) shall not delay or prohibit the construction by Buyer of other portions of Buyer's project for the Property.

3. Shall, in consideration for Buyer not acquiring Parcel J as part of its acquisition of the Property (as noted in Section D.1, above), terminate prior to the Close of Escrow of Phase 1B all leasehold or other possessory interests in that certain parcel of real property commonly known as the "Diocese of Monterey Property" with an Assessor's Parcel Number of 031-151-037 (the "**Diocese Property**") and convey such parcel as part of Phase 1B Property free and clear of all parties in possession; and

4. Shall acquire from the County of Monterey prior to the Close of Escrow of Phase 2 that certain right of way parcel commonly known as "7th Street" with an Assessor's Parcel Number of 031-151-036 (the "**7th Street Property**") and convey such parcel to Buyer as part of Phase 2 Property in fee simple with all public right of way and other 3rd party use rights terminated; provided, however, if the aforementioned acquisition is not completed on or before Close of Escrow of Phase 2, then Buyer and Seller shall negotiate in good faith an amendment to the Agreement allowing for the acquisition of the 7th Street Property after the Close of Escrow of Phase 2.

The parcels referenced in this subsection D are as identified in Exhibit 1.

E. The purchase price to be paid by Buyer for the Phase 1A Property and the Phase 1B Property shall be calculated by allocating the Phase 1 Purchase Price, as such price was to be calculated pursuant to Section 3(a) of the Original Agreement, between the Phase 1A Property and Phase 1B Property based on their respective acreages. The parties acknowledge that the Phase 1A Property consists of approximately two-thirds (2/3) of the real property originally contemplated to be included in Phase 1 and the Phase 2A Property consists of approximately one-third (1/3) of the real property originally contemplated to be included in Phase 2. Therefore, 67% of the Phase 1 Purchase Price shall be allocated to Phase 1A Property and 33% of the Phase 1 Purchase Price shall be allocated to Phase 1B Property.

F. Subject to the satisfaction of the Closing Conditions set forth in Section 6 and elsewhere in the Purchase Agreement, (i) Close of Escrow for Phase 1A shall be thirty (30) days after the Approval of the Entitlements, (ii) Close of Escrow for Phase 1B shall be one (1) year from the Close of Escrow for Phase 1A; provided, however, if on the then scheduled date for the Phase 1B Close of Escrow there are Closing Conditions unsatisfied due to the inaction or delay of third party governmental agencies (and, for the avoidance of doubt, not due to the defaults of either Buyer or Seller), then the parties shall agree to a reasonable extension to such date to allow for the satisfaction of such outstanding Closing Conditions, and (iii), as set forth in the First Amendment, the Phase 2 Closing shall occur on a date designated by Buyer in writing at least five (5) business days in advance; provided, however, in no event shall the Phase 2 Closing be later than the date that is five (5) years after the closing of Phase 1A. In no event shall Close of Escrow for either Phase 1A occur later than the date that is eight (8) years after June 17, 2017, the date of the expiration date of the Due Diligence Period; provided, however, such eight (8) year period shall be automatically extended to the date that is six (6) months after the final conclusion of any Challenge to the Entitlements, as referenced in in Section 5.6 of the Original Agreement.

G. Other than as provided herein, the Phase 2 closing for the Phase 2 Property shall not be amended by this Amendment, including, without limitation, the allocation of the Deposits and the purchase price to be paid by Buyer at the Phase 2 closing for the Phase 2 Property.

H. If any easements or licenses over Seller's property or portion of the Property not yet purchased by Buyer, including, without limitation, over the Phase 1B Property or Phase 2 Property, are necessary in connection with the use and development of any portion of the Property already acquired by Buyer, Buyer and Seller agree to cooperate with each other and negotiate in good faith the terms of one or more easement agreements or license agreements providing for the grant from Seller to Buyer of such necessary easements or licenses. With respect to any such

easements or licenses identified as necessary prior to a particular Close of Escrow, Seller and Buyer agree to execute and acknowledge any such easement or license agreement or agreements and deliver such document or documents to Escrow for recordation at the Close of Escrow for such Phase. The obligations of Buyer and Seller under this Section shall survive the Close of Escrow for each Phase.

I. The parties agree to cooperate with each other (including, without limitation, negotiating in good faith, executing and delivering any additional amendments, assignments, documents, instruments and instructions) as reasonably necessary to carry out the phased Close of Escrow contemplated by this Amendment.

J. Given the exchange of Parcel J for the Diocese Parcel referenced in Section 1(D)(1), above, the parties acknowledge there is uncertainty as to whether or not Buyer is required to pay to Seller that certain “Public Benefit Contribution” contemplated by Section 11(d) of that certain Development Agreement by and between Seller and Buyer recorded in the Official Records of Monterey County on May 27, 2020 as Document No. 2020025155 (“**Development Agreement**”). To resolve such uncertainty, the parties agree as follows: (i) Buyer shall pay the Public Benefit Contribution when contemplated to be paid under the Development Agreement; provided, however, upon request from Seller, Buyer may in its sole and absolute discretion elect to pay the Public Benefit Contribution prior to the date due under the Development Agreement, and (ii) Seller shall only use such paid Public Benefit Contribution for (a) costs and expenses of Seller associated with the design and construction of that certain new fire station contemplated by the Seller to serve the Campus Town Specific Planning Area, and/or (b) costs and expenses (including, if necessary, costs of appraisals) of Seller associated with Seller projects and activities within the boundaries of Campus Town Specific Planning Area and benefiting the Campus Town Specific Planning Area including, without limitation, the acquisition of easements, rights of way and/or parklands, obtaining and providing water and other utilities and services to and for the Project, construction of certain transit-oriented features and improvements for the MSTD Transit Park, demolition of existing structures and/or contributions to the affordable housing requirements of the Project pursuant to that certain Affordable Housing Agreement dated March 6, 2020 by and between Buyer and Seller and recorded in the Official Records of Monterey County on September 3, 2020 as Document No. 2020045776. The terms and conditions of this Section shall survive each close of escrow.

K. Buyer acknowledges and agrees that in connection with its development of Phase 2, it shall construct those traffic mitigation improvements to the intersection of General Jim Moore Boulevard and Lighfighter Drive identified in that certain CT Traffic Study dated June 2019 prepared by Fehr & Peers relating to the Project, as such improvements are ultimately designed and approved in the improvement plans for the Project. Seller shall obtain at its sole cost and expense and prior to the Phase 2 closing those easements, right-of-ways, encroachment permits and/or similar agreements required to construct the aforementioned improvements.

2. Easements and Encroachment Permits.

A. To the extent needed by Buyer in connection with its development of the Property, Seller shall obtain at its sole cost and expense and prior to the Phase 1A Close of Escrow those easements, right-of-ways, encroachment permits and/or similar agreements shown in Exhibit

2, attached hereto and incorporated herein, required to access, construct improvements to serve, to grade and/or develop Phase 1A, all in a form and content satisfactory to Buyer in Buyer's reasonable discretion.

B. To the extent needed by Buyer in connection with its development of the Property, Seller shall obtain at its sole cost and expense and prior to the Phase 1B Close of Escrow those easements, right-of-ways, encroachment permits and/or similar agreements shown in Exhibit 2, attached hereto and incorporated herein, required to access, construct improvements to serve, to grade and/or develop Phase 1B, all in a form and content satisfactory to Buyer in Buyer's reasonable discretion.

C. To the extent needed by Buyer in connection with its development of the Property, Seller shall obtain at its sole cost and expense prior to the Phase 2 Close of Escrow those easements, right-of-ways, encroachment permits and/or similar agreements shown in Exhibit 2 required to access, construct improvements to serve, to grade and/or develop Phase 2, all in a form and content satisfactory to Buyer in Buyer's reasonable discretion.

3. Deletion of Condition Precedent. Seller has determined the condition precedent set forth in Section 1(a) of the Original Agreement relating to the OB and the DOF has either already been satisfied or not necessary to be satisfied in order to consummate the transaction contemplated by this Purchase Agreement. As such, Section 1(a) is hereby deleted in its entirety.

4. General Provisions.

A. The parties may execute this Amendment in one or more counterparts, each of which shall be deemed an original and all counterparts taken together shall constitute the same instrument. To facilitate execution of this Amendment, the parties may exchange executed counterparts of the signature pages by facsimile or portable document format (pdf).

B. Buyer and Seller each ratify their respective rights and obligations under the Purchase Agreement. The Purchase Agreement remains in full force and effect as modified by this Amendment.

C. Capitalized terms not otherwise defined in this Amendment shall have the meanings given them in the Purchase Agreement.

D. The Recitals set forth above are true and accurate and are hereby incorporated as though set forth in full in this Amendment.

NO FURTHER TEXT ON THIS PAGE

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

BUYER:

KB BAKEWELL SEASIDE II, LLC ,
a Delaware limited liability company

By: _____

Print Name: _____

Its: _____

By: _____

Print Name: _____

Its: _____

SELLER:

CITY OF SEASIDE

By: _____

Print Name: _____
City Manager and Executive

Attest:

Print Name: _____
City Clerk

Approved as to Form:

Exhibit 1

Depiction of the Phase 1A Property, Phase 1B Property, and Phase 2 Property

[SEE ATTACHED]

Exhibit 2

Easements and Encroachment Permits from the United States of America

[SEE ATTACHED]

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This First Amendment to Purchase and Sale Agreement and Escrow Instructions (this "Amendment") is executed as of Jan.26, 2022, ~~2021~~ ("Effective Date") by and between KB BAKEWELL SEASIDE II, LLC, a Delaware limited liability company, successor by assignment and assumption to KB-Bakewell Seaside Venture, LLC, a California limited liability company ("Buyer"), and the CITY OF SEASIDE and the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE (collectively, "Seller") with reference to the following facts:

A. Buyer and Seller entered into that certain Purchase and Sale Agreement and Escrow Instructions dated as of February 6, 2017 ("Purchase Agreement") relating to the purchase and sale of certain real property located in the City of Seaside, County of Monterey, State of California, and more particularly described in the Purchase Agreement. All terms not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement.

B. Buyer acknowledges that Buyer is unaware of any uncured defaults by Buyer under the Purchase Agreement. Seller acknowledges that Seller is unaware of any uncured defaults by Seller under the Purchase Agreement.

C. Buyer and Seller desire to amend the Purchase Agreement as set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in the Purchase Agreement and in this Amendment, and other good and valuable consideration, the receipt and adequacy of which is acknowledged, Buyer and Seller agree as follows:

1. Outside Phase 1 Closing Date; Phase 2 Closing. For the purposes of the Purchase Agreement, Buyer and Seller acknowledge that the Due Diligence Period expired on June 17, 2017, and Buyer delivered the Due Diligence Approval Notice prior to such date. Section 2 of the Purchase Agreement is hereby amended to provide that (i) the Outside Phase 1 Closing Date shall be the date that is eight (8) years after the expiration date of the Due Diligence Period, provided, however, such eight (8) year period shall be automatically extended to the date that is six (6) months after the final conclusion of any Challenge to the Entitlements, as referenced in in Section 5.6 of the Purchase Agreement, and (ii), subject to the satisfaction of the conditions contained in Section 6 of the Purchase Agreement, the Phase 2 Closing shall occur on a date designated by Buyer in writing at least five (5) business days in advance that is on or before two (2) years after the Phase 1 Closing.

2. Representations, Warranties, and Covenants.

2.1. Seller's Representations, Warranties, and Covenants. Seller represents, warrants and covenants to Buyer that Seller is not aware of any facts or circumstances that are contrary to Seller's representations, warranties, and covenants contained in Section 11.1 of the Purchase Agreement.

2.2. Buyer's Representations, Warranties, and Covenants. Buyer represents, warrants and covenants to Seller that Buyer is not aware of any facts or circumstances that are contrary to Buyer's representations, warranties, and covenants contained in Section 11.2 of the Purchase Agreement.

3. Seller Work. Notwithstanding anything in the Agreement to the contrary, Buyer, in its sole and absolute discretion and with the reasonable cooperation of Seller, which reasonable cooperation may include, without limitation, the negotiation and execution of a commercially reasonable construction license, shall have the right to perform the Seller's work contemplated by Section 5.8 of the Agreement ("**Seller's Work**"). If Buyer exercises the foregoing right, then Buyer shall receive (i) at the Phase 1 Closing a credit against the Phase 1 Purchase Price in an amount equal to the total of all costs, fees and expenses paid by Buyer in connection with the performance of that portion of the Seller Work applicable to the Phase 1 Property plus an administrative fee of ten percent (10%) and (ii) at the Phase 2 Closing a credit against the Phase 2 Purchase Price in an amount equal to the total of all costs, fees and expenses paid by Buyer in connection with the performance of that portion of the Seller Work applicable to the Phase 2 Property plus an administrative fee of ten percent (10%).

4. GENERAL PROVISIONS.

4.1. Counterparts. The parties may execute this Amendment in one or more counterparts, each of which shall be deemed an original and all counterparts taken together shall constitute the same instrument. To facilitate execution of this Amendment, the parties may exchange executed counterparts of the signature pages by facsimile or portable document format (pdf).

4.2. Full Force and Effect. Buyer and Seller each ratify their respective rights and obligations under the Purchase Agreement. The Purchase Agreement remains in full force and effect as modified by this Amendment

4.3. Capitalized Terms. Capitalized terms not otherwise defined in this Amendment shall have the meanings given them in the Purchase Agreement

4.4. Incorporation of Recitals. The Recitals set forth above are true and accurate and are hereby incorporated as though set forth in full in this Amendment.

NO FURTHER TEXT ON THIS PAGE

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

BUYER:

KB-BAKEWELL SEASIDE VENTURES,
LLC,
a California limited liability company

By: Jeffrey P McMullen

Print Name: Jeffrey McMullen

Its: SVP Land Acquisition

By: [Signature]

Print Name: Dawn T. Bakenaba

Its: Chairman & CEO of Partner

SELLER:

CITY OF SEASIDE

By: [Signature]

Print Name: Roberta Greathouse
City Manager and Executive

Attest:

[Signature]

Print Name: Dominique L. Davis
City Clerk

Approved as to Form:

[Signature]

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY
OF SEASIDE

By: [Signature]

Print Name: Ian N. Oglesby

Its: Chair

PURCHASE AND SALE AGREEMENT

AND

ESCROW INSTRUCTIONS

by and between the

CITY OF SEASIDE,

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF
SEASIDE

(collectively, "Seller")

and

[KB-BAKEWELL SEASIDE VENTURE, LLC, a California limited liability company]
("Buyer")

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EXHIBIT A	LEGAL DESCRIPTION OF THE LAND
EXHIBIT B	FORM OF GRANT DEED
EXHIBIT C	CERTAIN DEFINITIONS
EXHIBIT D	LIST OF DOCUMENTS DELIVERED TO BUYER
EXHIBIT E	HAMMERHEAD BUILDINGS
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SCHEDULE 5.7	STAFF HOURLY RATES

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this "Agreement") is dated as of February 6, 20__ ("the Effective Date") and is entered into by and between KB-BAKEWELL SEASIDE VENTURE, LLC, a California limited liability company ("Buyer"), and the CITY OF SEASIDE and the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE (collectively, "Seller").

RECITALS

A. Seller is the owner of the land in the City of Seaside, County of Monterey, State of California, more particularly described on Exhibit A attached hereto and made a part hereof, commonly known as "Surplus II" and "26 Acre Parcels" together with all improvements thereon (collectively, the "Property").

B. Buyer desires to purchase the Property from Seller and Seller desires to sell the Property to Buyer.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement and for other valuable consideration, the receipt of which is hereby acknowledged, Buyer and Seller agree as follows:

1. Conditions Precedent; Purchase and Sale.

(a) The Seller's obligations to close the sale of the Property are condition upon the approval of this Agreement by Oversight Board of the Successor Agency to the Seaside Redevelopment Agency ("OB") and either (i) the failure of the California Department of Finance ("DOF") to request review thereof within the period permitted by law; (ii) or if such review is timely requested the DOF's approval of the OB decision. Sellers shall use good faith efforts to promptly obtain such OB approval.

(b) Subject to and in accordance with the terms and conditions hereinafter set forth, Seller agrees to sell Property to Buyer, and Buyer agrees to purchase the Property from Seller. The Purchase and sale of the Property shall be completed in two phases (each a "Phase" and together the "Phases"). The first Phase to be acquired by Buyer hereunder shall be "Phase 1" and the second Phase to be acquired by Buyer shall be "Phase 2". Prior to Close of Escrow (as defined below) for Phase 1, Buyer and Seller shall act in good faith and agree in writing upon the portion of the Property to be acquired by Buyer as Phase 1 ("Phase 1 Property") and the portion of the Property to be acquired by Buyer as Phase 2 ("Phase 2 Property").

2. Opening and Closing of Escrow. Within five (5) business days after the Effective Date, the parties shall open an escrow ("Escrow") with Chicago Title Company ("Escrow Holder" and "Title Company"), at 250 Bonifacio Place, Monterey, CA 93940 Attn: Kimberly Verania, Escrow Officer; Phone: (831) 646-8544 Email: kim.verania@ctt.com; and shall deliver a copy of this fully executed Agreement to said Escrow Holder. "Close of Escrow" shall be the date that a grant deed for the applicable Phase of the Property in favor of Buyer, is recorded in the Official Records of the Monterey County Recorder's Office. Subject to the satisfaction of the conditions contained in Section 6, below, Close of Escrow for Phase 1 ("Phase 1 Closing") shall

occur on or before the date that is thirty (30) days after the Approval of the Entitlements (as contemplated in Section 5.6, below); provided, however, in no event shall Close of Escrow occur after the date that is five (5) years after the expiration of the Due Diligence Period (as defined in Section 5.5 below) ("Phase 1 Outside Closing Date"). Subject to the satisfaction of the conditions contained in Section 6, below, Close of Escrow for Phase 2 ("Phase 2 Closing") shall occur on at date designated by Buyer in writing at least five (5) business days in advance that is on or before one (1) year after the Phase 1 Closing.

3. Purchase Price; Deposit.

(a) The purchase price to be paid by Buyer for the Phase 1 Property at the Phase 1 Closing shall be the greater of the sum of NINE MILLION AND 00/100THS DOLLARS (\$9,000,000.00) or the fair market value as determined by Appraisal within 6 months prior to closing ("Phase 1 Purchase Price"). The purchase price to be paid by Buyer for the Phase 2 Property at the Phase 2 Closing shall be the greater of the sum of NINE MILLION AND 00/100THS DOLLARS (\$9,000,000 or the fair market value as determined by Appraisal within 6 months prior to closing ("Phase 2 Purchase Price"). Should the fair market value exceed NINE MILLION AND 00/100THS DOLLARS (\$9,000,000.00) for either Phase or for each Phase, the City shall provide a credit against the purchase price for the City land (Phase I) in the amount by which the appraised value for a phase exceeds \$9,000,000 for that phase; provided, however, that if such credit exceeds \$100,000, the City shall first comply with Government Code Section 53083 and may decide not to give the credit, in which case Developer shall have the right to terminate this Agreement by written notice to Seller. The Phase 1 Purchase Price and the Phase 2 Purchase Price are each a "Phase Purchase Price" and together the "Phase Purchase Prices". In making a determination of the "fair market value" as contemplated in this Section 3(a), the appraiser conducting each Appraisal shall assume, notwithstanding the actual entitlements and zoning for the Property as of the appraisal date, that the Property has the same entitlements and zoning that existed as of the Effective Date.

(b) First Purchase Deposit. Within five (5) business days after the opening of Escrow, Buyer shall deposit with Escrow Holder by wire transfer or its company check the sum of FIFTY THOUSAND DOLLARS AND 00/100THS DOLLARS (\$50,000.00) (the "First Purchase Deposit"). The First Deposit shall remain fully refundable to Buyer unless and until Buyer has delivered the Due Diligence Approval Notice. Upon receipt by Escrow Holder, Escrow Holder shall deposit the First Purchase Deposit into a federally insured interest bearing account with on penalty for early withdrawal. The First Purchase Deposit shall be fully refundable to Buyer unless and until Buyer delivers its Due Diligence Approval Notice (as defined below).

(c) Second Purchase Deposit. If this Agreement has not been previously terminated, then within five (5) business days after the Tentative Map (as defined in Section 5.6 below) and all documents required in accordance with the California Environmental Quality Act have been Approved (as defined in Section 5.6), Buyer shall deposit with Escrow Holder by wire transfer or its company check the additional sum of FIFTY THOUSAND DOLLARS AND 00/100THS DOLLARS (\$50,000.00) (the "Second Purchase Deposit"). Upon receipt by Escrow Holder, Escrow Holder shall deposit the Second Purchase Deposit into the same federally insured interest bearing account as the First Purchase Deposit.

(d) Deposit Generally. For purposes of this Agreement, the term Deposit shall mean the First Purchase Deposit plus, once delivered by Buyer, the Second Purchase Deposit and all "Reimbursable Costs Deposits" delivered to Escrow Holder by Buyer in accordance with Section 5.7 below; provided that the Reimbursable Costs Deposits shall not be applied to the Phase 2 Purchase Price, but shall be considered part of the Deposit for all other purposes hereunder. At the Phase 2 Closing, the Deposit (other than the Reimbursable Costs Deposits) shall be applied toward the Phase 2 Purchase Price. In the event this Agreement is terminated by Buyer under Section 5.5 below, Section 6.3 below, or as a result of a default by Seller, then the Deposit (as defined below) shall be refunded to Buyer, this Agreement and Escrow shall terminate and the parties shall have no further obligation to one another with respect to this Agreement.

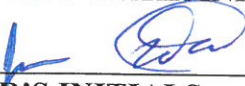
(e) Independent Consideration. Buyer and Seller have bargained for and agree that One Hundred Dollars (\$100.00) of the Deposit (the "Independent Consideration") is consideration for Buyer's rights under this Agreement and for Seller providing the Due Diligence Period (defined below) to Buyer. Upon receipt, the Escrow Holder shall immediately release the Independent Consideration to Seller, and notwithstanding any provision in this Agreement to the contrary, the Independent Consideration shall be nonrefundable to Buyer in all circumstances. Any time that this Agreement provides that the Deposit is to be returned to Buyer, the amount returned to Buyer shall be net of the Independent Consideration.

(f) **IF BUYER FAILS TO PERFORM A MATERIAL OBLIGATION HEREUNDER AFTER THE EXPIRATION OF THE DUE DILIGENCE PERIOD AND DOES NOT CURE SUCH FAILURE WITHIN TEN (10) DAYS AFTER WRITTEN NOTICE IS GIVEN BY SELLER TO BUYER, IT IS AGREED THAT THE DEPOSIT THEN HELD BY ESCROW HOLDER SHALL BE NON-REFUNDABLE AND SELLER SHALL BE ENTITLED TO SUCH DEPOSIT AS LIQUIDATED DAMAGES AND NOT AS A PENALTY OR FORFEITURE WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369. RETENTION OF THE DEPOSIT AS LIQUIDATED DAMAGES SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY AND SELLER WAIVES ANY AND ALL RIGHT TO SEEK OTHER RIGHTS OR REMEDIES AGAINST BUYER, INCLUDING WITHOUT LIMITATION, SPECIFIC PERFORMANCE. IT IS AGREED THAT SAID AMOUNT CONSTITUTES A REASONABLE ESTIMATE OF THE DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1671 ET SEQ. SELLER WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL OR IMPOSSIBLE TO PRESENTLY PREDICT WHAT MONETARY DAMAGES SELLER WOULD SUFFER UPON BUYER'S FAILURE TO COMPLETE ITS PURCHASE OF THE PROPERTY. BUYER DESIRES TO LIMIT THE MONETARY DAMAGES FOR WHICH IT MIGHT BE LIABLE HEREUNDER AND BUYER AND SELLER DESIRE TO AVOID THE COSTS AND DELAYS THEY WOULD INCUR IF A LAWSUIT WERE COMMENCED TO RECOVER DAMAGES OR OTHERWISE ENFORCE**

SELLER'S RIGHTS. IF FURTHER INSTRUCTIONS ARE REQUIRED BY ESCROW HOLDER TO EFFECTUATE THE TERMS OF THIS SECTION, BUYER AND SELLER AGREE TO EXECUTE THE SAME. THE PARTIES ACKNOWLEDGE THIS PROVISION BY PLACING THEIR INITIALS BELOW:



SELLER'S INITIALS



BUYER'S INITIALS

3.1 Prorations. The following items are to be prorated as of each Close of Escrow with respect to the Phase then acquired by Buyer: (i) taxes; (ii) assessments (on a per square foot basis); and (iii) any utilities charges.

4. Title Insurance.

(a) Within five (5) business days after the opening of escrow, Seller and Buyer shall cause Title Company to furnish Buyer with an updated title report for the Property, together with copies of all documents referenced therein as exceptions to title (collectively, the Title Report”).

(b) Buyer shall have until the date that is thirty (30) days after receipt of the Title Report to deliver to Seller and Escrow Holder written notice (the “Preliminary Title Notice”) of Buyer’s approval, conditional approval or disapproval of the title exceptions disclosed in the Title Report (excluding the standard printed exceptions in the form of title policy and taxes and assessments which are liens not yet due and payable) [and any matters shown by a survey conducted by Buyer at Buyer’s cost]. All matters not timely disapproved by Buyer will be deemed approved. All such exceptions disapproved by Buyer are referred to herein as “Disapproved Exceptions”. Notwithstanding anything to the contrary herein, all monetary liens or encumbrances and all claims to fee title or leasehold or other possessory interests in the Property shall be “Disapproved Exceptions”.

(c) Seller shall have twenty (20) days after receipt of Buyer’s Preliminary Title Notice to commit to cause any such Disapproved Exceptions to be released of record, or commit to cause the Title Company to endorse over such Disapproved Exceptions pursuant to an endorsement or endorsements reasonably acceptable to Buyer, or elect not to remove or endorse over Disapproved Exceptions. If Seller fails to deliver its response notice within said twenty (20) days, Seller shall be deemed to have elected not to eliminate or endorse over all matters disapproved or conditionally approved by Buyer.

(d) If Seller elects not to commit to remove (or is deemed not to commit to remove) and elects not to cause the Title Company to endorse over (or is deemed to elect not to cause Title Company to endorse over) a Disapproved Exception (other than a monetary lien or encumbrance and all claims to fee title or leasehold or other possessory interests in the Property, as to which Seller’s obligation to remove is absolute), Buyer shall have the option, to be exercised within five (5) business days after Seller’s notice to elect to terminate this Agreement, in which case the Deposit shall be

returned to Buyer. If (or if no notice is given, then within five business days after the end of the 20 day period) buyer fails to timely deliver the termination notice, Buyer shall be deemed to have elected to terminate this Agreement.

(e) Buyer's fee title to the applicable portion of the Property shall be insured at each Close of Escrow by an CLTA Standard Coverage Owner's Policy of Title Insurance in the amount of the applicable Phase Purchase Price (or, at the option of Buyer, an ALTA policy or ALTA Extended Coverage Owner's Policy of Title Insurance) issued by Title Company with a mechanic's lien endorsement no. 101.4, insuring against mechanic's liens on account of work performed prior to the Closing (excluding work performed by or on behalf of Buyer) and an access endorsement no. 103.7 insuring that the Property has physical, legal, unencumbered access to an open public street and such other endorsements as Buyer may require, and Title Company commits to provide, and containing only those title exceptions approved or deemed approved by Buyer pursuant to this Section 4 (the "Permitted Title Exceptions").

(f) Seller shall not encumber the Property (or any portion thereof) during the period from the Effective Date to the earlier of the Phase 2 Closing or the date of the termination of this Agreement.

5. Due Diligence; Right Of Entry; Entitlements.

5.1 Buyer hereby acknowledges receipt of the documents described on Exhibit B. Seller hereby grants Buyer and its agents, employees, contractors and subcontractors (collectively "Representatives") the right, at any time during the term of this Agreement upon twenty-four (24) advance notice to Seller (call Kurt Overmeyer at 831-899-6839), to enter on the Property for the purpose of inspecting the physical condition of the Property and performing such tests, evaluations and inspections as Buyer deems necessary to evaluate the condition and suitability of the Property for the development contemplated by Buyer, including, without limitation, soils and geological matters and toxic or hazardous substances and other contamination. All such investigations shall be at Buyer's expense. All work performed by Buyer and its Representatives will be performed diligently and in a manner consistent with all applicable laws and shall not disturb, or otherwise violate the rights of tenants.

5.2 Buyer and its Representatives shall promptly notify the Seller of any discovery, spill, release, or discharge of any Hazardous Substances (as that term is defined below), on, under or about the Property which is discovered, encountered, or results from or is related to the Buyer's or its Representatives' access to and/or use of the Property under this Agreement.

5.3 If any portion of the Property or an adjacent property, including improvements and fixtures, suffers damage or alteration by reason of the access and activities of Buyer or its Representatives on the Property, Buyer shall, at its own cost and expense, promptly repair all such damage and restore the Property or adjacent property to as good a condition as before such damage or alteration occurred, or if it cannot be repaired, Buyer shall replace such damaged or altered property to the extent possible.

5.4 Prior to entering the Property, Buyer shall provide Seller with reasonable evidence that Buyer has reasonable insurance covering Buyer's activities on the Property. In any event, Buyer shall defend, protect, indemnify, and hold free and harmless Seller and its employees, agents, and representatives, and their successors, and assigns (individually as "Indemnitee" and collectively, "Indemnites"), free and harmless from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever (collectively, the "Claims"), including fees of accountants, attorneys, expert witnesses, or other professionals, and all costs associated therewith, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Buyer or any of its Representatives arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to entry upon the Property pursuant to this Section. The foregoing indemnity, defense and hold harmless obligations do not apply to (a) any loss, liability cost, claim, damage, injury or expense to the extent arising from or related to the acts or omissions of Seller, (b) any diminution in value in the Property arising from or relating to matters discovered by Buyer during its investigation of the Property, (c) any latent defects in the Property discovered by Buyer, and (d) the release or spread of any Hazardous Materials that are discovered (but not deposited) on or under the Property by Buyer.

5.5 Buyer shall have until 5:00 P.M. Pacific Time on the date that is ninety (90) days after the Opening of Escrow (the "Due Diligence Period") to review the suitability of the Property for Buyer's use and development, including, without limitation, any governmental land regulations, zoning ordinances, development costs, financial and market feasibility, all covenants, conditions and restrictions and other contracts, agreements or documents affecting the Property, proposed or existing assessment districts affecting the Property, the status of the entitlement or development condition of the Property, the physical condition of the Property, including soil and geological assessments and a Phase I environmental audit (the "Due Diligence Matters"), and to deliver to Seller and Escrow Holder, in Buyer's sole and absolute discretion, written notice (the "Due Diligence Approval Notice") of Buyer's approval of the Due Diligence Matters. If Buyer does not deliver the Due Diligence Approval Notice before the expiration of the Due Diligence Period, then (a) Buyer shall have disapproved of the Due Diligence Matters, (b) the Deposit and all interest accrued thereon shall be returned to Buyer, (c) this Agreement and the Escrow shall terminate, (d) Seller and Buyer shall share any Escrow termination charges and (e) the parties shall have no further obligation to one another with respect to this Agreement, except as otherwise expressly provided herein.

5.6 Entitlements Processing. From and after the Opening of Escrow, Buyer shall have the right to process all applications, plans, maps, agreements, documents, and other instruments or entitlements, and applicable grading and improvement plans (collectively, the "Entitlements"), necessary or appropriate for the development and sale of the mixed-use project ("Project") generally depicted in that certain conceptual land use plan attached hereto as Exhibit C ("Conceptual Plan"). Buyer shall utilize commercially reasonable efforts (a) to cause its initial application for the

Entitlements to be delivered to the city within six (6) months after the expiration of the Due Diligence Period and (b) to thereafter pursue the Entitlements with reasonable diligence. The Entitlements include, but are not limited to, the following:

- (a) a General Plan amendment (if required), Specific Plan approval (if required), Planned Development approval, or other zoning approvals as necessary, authorizing and permitting the construction, development and sale of the Project under terms and conditions that are satisfactory to Buyer in the exercise of Buyer's reasonable discretion;
- (b) An Approved vesting tentative map ("Tentative Map");
- (c) one or more Approved final subdivision tract maps ("Final Map(s)"), in conformance with the Tentative Map and the other Entitlements;
- (d) all final grading and subdivision improvement plans (collectively, the "Improvement Plans") consistent with the Tentative Map, the Final Map and the other Entitlements, including, without limitation, on-site and off-site grading, street, water, sewer, storm drain, dry utility and landscaping plans;
- (e) all environmental and biological permits and approvals required by any governmental authorities or otherwise required for the development of the Project, including without limitation, to the extent applicable, Department of Fish & Game 2081 Permit, Department of Fish and Game Section 1602 Streambed Alteration Agreement, Regional Water Quality Control Board Section 401 Water Quality Certification, and/or US Army Corps of Engineers Nationwide Section 404 Permit, all in form and content satisfactory to Buyer.
- (f) All easements, licenses, and permits required from any third party to construct improvements to service the Property and/or to grade and develop the Property, in form and content satisfactory to Buyer in its sole discretion.

Buyer acknowledges that, as part of processing the Entitlements, Buyer shall be required by the City to develop conceptual project plans including site plans, building elevations, building massings, internal circulation and any other documents required for submittal of development applications to the City, and shall submit those plans and document for review and approval through the applicable City review processes. The specific review processes will depend on the nature of the project proposal and the required entitlements, and will include completion of the appropriate review process as required by the California Environmental Quality Act (CEQA), Public Resources Code Section 21000 *et seq* ("CEQA"). Seller shall cooperate with and assist Buyer in the processing of the Entitlements and all such items, including without limitation attending meetings with governmental authorities relating to the same, and to the extent necessary or appropriate, executing all such items and materials.

As used herein, the Entitlements (except for the Tentative Map and the Final Map) shall be deemed "Approved" when they have been prepared and approved by all applicable governmental agencies, and all time periods for initiating a legal challenge (by administrative or legal appeal, writ, referendum or otherwise) (a "Challenge") of the approval of such Entitlements

have passed without a Challenge having been initiated, or, if a Challenge has been initiated, the Challenge has been finally resolved in a manner acceptable to Buyer in its sole and absolute discretion; and, in the case of third party easements, licenses and permits, such documents have been prepared and signed by all applicable third parties.

As used in this Agreement, the Tentative Map shall be deemed to be Approved when: (i)(a) the Tentative Map has been prepared in compliance with the California Subdivision Map Act (commencing at Section 66410 of the Government Code), (b) the Tentative Map provides for the development of the Property into the Project, (c) the City has issued its final written decision approving the Tentative Map and establishing all of the conditions of approval for the Final Map conforming to the Tentative Map, (d) the Tentative Map and conditions of approval of the Final Map have been approved by Buyer in its sole and absolute discretion, (e) the Property is zoned to permit the Project, and (f) all time periods for initiating a Challenge of the approval of the Tentative Map have passed without a Challenge having been initiated, or, if a Challenge has been initiated, it has been resolved on terms and conditions satisfactory to Buyer in its sole and absolute discretion.

As used in this Agreement, the Final Map shall be deemed to be Approved when: (a)(i) the Final Map has been prepared in compliance with the California Subdivision Map Act (commencing at Section 66410 of the Government Code), (ii) the form of subdivision agreement and the amount of the security for the Final Map have been approved by all applicable governmental agencies, (iii) the Final Map can record (or, as applicable, be submitted for final acceptance prior to recording) upon Buyer's posting of subdivision security, execution of the subdivision agreement and payment of all fees necessary to be paid to record the Final Map, including the recording fee, and (iv) all improvement plans for on-site and off-site development have been stamped approved, (b) all conditions to approval of the Tentative Map that are required to be satisfied as a condition to recordation of the Final Map have been satisfied, and (c) all time periods for initiating a Challenge of the approval of the Final Map have passed without a Challenge having been initiated, or, if a Challenge is initiated, it has been resolved on terms and conditions satisfactory to Buyer in its sole and absolute discretion.

5.7 Reimbursable Costs and Reimbursable Costs Deposits. Commencing after Buyer's delivery of the Due Diligence Approval Notice, Buyer shall reimburse Seller for its actual out-of-pocket costs and expenses (including legal fees and costs) incurred after the expiration of the Due Diligence Period and prior to the Phase 1 Closing (or earlier termination of this Agreement) in fulfilling Seller's obligations under Section 5.6 of this Agreement, including, but not limited to: (i) the cost of developing, reviewing and processing any general plan amendments and/or specific plan amendments for the Property; (ii) the cost of preparing, reviewing and processing the CEQA Documents (as defined below); and (iii) the costs of staff review of Buyer submittals and the costs of consultants retained by the Seller in order to perform its obligations under Section 5.6 of this Agreement (including, without limitation, reasonable attorneys' fees and costs) at the rates set forth on Schedule 5.7 attached hereto (collectively, the "Reimbursable Costs"). The term "CEQA Documents" shall mean, to the extent applicable, an environmental impact report, supplemental environmental impact report and/or other reports or analyses required to comply with the requirements of CEQA. Within five (5) business days after Buyer's delivery of the Due Diligence Approval Notice, Buyer shall deposit with Escrow Holder the sum of Twenty Five Thousand and No/100 Dollars (\$25,000.00) less any amounts previously

deposited with the City by Buyer pursuant to that certain expired Exclusive Negotiating Agreement between Buyer and Seller dated March 12, 2014 ("First Reimbursable Costs Deposit"). Escrow Holder shall deposit the First Reimbursable Costs Deposit and all other Reimbursable Costs Deposits (as defined below) into a federally insured interest bearing account that is separate from the Purchase Deposit ("Reimbursable Cost Escrow Account"). From time to time after Buyer's delivery of the First Reimbursable Costs Deposit until the Phase 1 Closing or earlier termination of this Agreement, Escrow Holder shall notify Buyer and Seller when there is a balance remaining of less than Five Thousand Dollars (\$5,000.00) in the Reimbursable Cost Escrow Account and include in such notice (each an "Additional Funds Notice") the current balance in the Reimbursable Cost Escrow Account. Within five (5) business days after Buyer receives an Additional Funds Notice from Escrow Holder, Buyer shall deliver to Escrow Holder for deposit into the Reimbursable Cost Escrow Account the difference between the current balance in the Reimbursable Cost Escrow Account (as listed in the applicable Additional Funds Notice) and Twenty Five Thousand Dollars (\$25,000.00). The First Reimbursable Costs Deposit and each additional deposit delivered by Buyer to Escrow Holder in accordance with this Section 5.7 shall be referred to individually as a "Reimbursable Costs Deposit" and collectively as the "Reimbursable Costs Deposits". As set forth in Section 3(b) above, each of the Reimbursable Costs Deposits shall become a part of the Deposit for all purposes under this Agreement except that no portion of the Reimbursable Costs Deposits shall be applied as a credit to the Phase 2 Purchase Price.

Seller shall have the right to request withdrawals from the Reimbursable Cost Escrow Account from time to time (no more frequently than once per month) to reimburse Seller for Reimbursable Costs required to be paid to Seller by Buyer hereunder. In order to do so, Seller shall send to Buyer and Escrow Holder a written request for withdrawal together with an itemization of all Reimbursable Costs to be reimbursed, reasonable evidence of Seller's payment thereof and other documentation reasonably requested by Buyer to substantiate the amounts requested as Reimbursable Costs (collectively, a "Disbursement Request"). If Buyer, in Buyer's reasonable discretion does not deliver to Seller and Escrow Holder Buyer's written disapproval of or objection to the Disbursement Request along with Buyer's reasons for disapproval or objection and the amount objected to or disapproved within five (5) business days after Seller delivers a Disbursement Request to Buyer and Escrow Holder, then Escrow Holder shall disburse from the Reimbursable Cost Escrow Account the amount requested by Seller in such Disbursement Request without further instruction by Buyer. If, however, Buyer does deliver to Seller and Escrow Holder Buyer's written disapproval of or objection to the Disbursement Request along with Buyer's reasons for disapproval or objection and the amount objected to or disapproved within five (5) business days after Seller delivers a Disbursement Request to Buyer and Escrow Holder, then Escrow Holder shall (a) disburse from the Reimbursable Cost Escrow Account the portion of the amount requested by Seller in such Disbursement Request that is not objected to or disapproved by Buyer and (b) retain the remainder of the amount requested by Seller in such Disbursement Request in the Reimbursable Cost Escrow Account unless and until Buyer and Seller jointly instruct Escrow Holder otherwise in writing. Upon the Phase 1 Closing or earlier termination of this Agreement, the Reimbursable Cost Escrow Account shall be terminated and any amount remaining in the Reimbursable Cost Escrow Account shall be delivered to the Buyer without further instruction from Seller.

5.8 Seller Work. During the term of this Agreement and, except as provided below, prior to the Phase 1 Closing, Seller shall, at its sole cost and expense:

(a) Deconstruct, demolish and remove in conformance with all applicable laws all buildings, structures and improvements on the Property; and

(b) Cause the Property to be free of Hazardous Materials (defined below) or be remediated to residential standards at no cost to Buyer, such that residential development may proceed without any further environmental restrictions, soil vapor mitigation measures, clean-up, remediation, testing or monitoring (in the case of such remediation, all governmental and/or regulatory agencies asserting jurisdiction over the development or remediation of the Property shall have issued final and unqualified “no further action” letters, site closure letters, and/or similar written determination (in a form and substance satisfactory to Buyer in Buyer’s sole and absolute discretion)).

The term “Hazardous Material” as used herein shall mean any hazardous or toxic substances, materials, chemicals, or wastes in any form and in any concentration that is or becomes, prior to the close of escrow, regulated by the United States or any state or local government authority having jurisdiction over the Property (including any present order or agreement imposing liability or standards concerning any such substances, materials, chemicals, or wastes and any future such order or agreement that becomes effective prior to the close of escrow), and includes without limitation: any “hazardous substance,” as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 United States Code sections 9601-9675); any “hazardous waste,” as that term is defined in the Resource Conservation and Recovery Act of 1976 (RCRA) (42 United States Code sections 6901-6992k); petroleum products; volatile organic compounds; radioactive materials; asbestos and lead paint, in any form or condition; and substances or compounds containing PCBs. The term “Environmental Law” as used herein shall mean any federal, state, or local law, ordinance or regulation, or any order, demand or guidance document of any governmental agency, relating to Hazardous Materials.

Notwithstanding the foregoing, Seller shall be required to deconstruct, demolish and remove in conformance with all applicable laws those structures and improvements within the Phase 2 Property that are depicted and designated on Exhibit E attached hereto as the “Hammerhead Buildings” (“Hammerhead Buildings”) prior to the Phase 2 Closing (not the Phase 1 Closing), including any related removal of Hazardous Materials and compliance with Environmental Laws as may be required or as may be necessary to permit unrestricted development of the Property in accordance with the Entitlements and satisfy the requirements of paragraph 5.8(b) above. In addition to its other rights and remedies hereunder, if Seller fails to deconstruct, demolish and remove the Hammerhead Buildings in conformance with all applicable laws and Buyer elects, in its sole and absolute discretion, to consummate the Phase 2 Closing despite such failure, then Buyer shall have the right to elect by written notice to Seller to take over the responsibility for such deconstruction, demolition and removal of the Hammerhead Buildings after the Phase 2 Closing, in which case Buyer shall be entitled to a credit against the Phase 2 Purchase Price in the amount of One Hundred Percent (100%) of Buyer’s designated subcontractor(s)’ and consultant(s)’ written estimate of all costs, fees and expenses to be paid by Buyer in connection with the deconstruction, demolition and removal of the Hammerhead Buildings in accordance

with all applicable laws, including any related removal of Hazardous Materials and compliance with Environmental Laws as may be required or as may be necessary to permit unrestricted development of the Property in accordance with the Entitlements and/or satisfy the requirements of paragraph 5.8(b) above (collectively, "Buyer's Self-Help Costs") plus an administrative fee in the amount of ten percent (10%) of Buyer's Self-Help Costs.

5.9 Required Buyer Actions. Buyer covenants and agrees to use commercially reasonable efforts to do the following after Buyer's delivery of the Due Diligence Approval Notice and prior to Close of Escrow for Phase 1:

(a) Pursue the Approval of the Entitlements on terms and conditions satisfactory to Buyer in its sole and absolute discretion;

(b) Negotiate and enter into with the city a Statutory Development Agreement for the Project pursuant Government Code Sections 65864 *et seq* containing terms and conditions reasonably satisfactory to both Buyer and Seller; and

(c) Complete the tasks in the "Schedule of Performance" attached hereto as Schedule 5.9 in a timely manner, subject to extension for delays caused by the Seller or other circumstances or events beyond the reasonable control of Buyer.

(d) Buyer agrees to pay prevailing wages and otherwise comply with Labor Code Sections 1720 *et seq.* in connection with Buyer's development of the Property

6. Conditions of Closing.

6.1 Conditions to Buyer's Obligations. Buyer's obligation to purchase each Phase of the Property is subject to the satisfaction of the following conditions or Buyer's written waiver of the conditions on or before the applicable Closing Date. Buyer may waive in writing any or all of the conditions in its sole and absolute discretion.

(a) The Entitlements (including, without limitation, the Tentative Map and Final Map) have been Approved and the Final Map has been recorded;

(b) Buyer shall have timely delivered the Due Diligence Approval Notice;

(c) Seller shall have timely performed all obligations to be performed by Seller pursuant to this Agreement;

(d) Seller's representations, warranties and covenants set forth herein shall be true as of the Close of Escrow;

(e) There shall be no material adverse change in the physical condition of the Property, from the condition in which it existed as of the date of this Agreement, that would render the Property unsuitable for the Project;

(f) There shall be no enacted or proposed building or utility hook-up moratoria, ordinances, laws or regulations that were not existing and enforced as of the date of

this Agreement, and that would prohibit or materially delay or hinder the issuance of building permits or certificates of occupancy for residences within the Property;

(g) The City shall have secured sewer and water allocations from all applicable entities sufficient for the completion of the Project;

(h) There shall be no suit, action or arbitration, judgment or legal, administrative, or other proceeding or governmental investigation, formal or informal, including but not limited to eminent domain, condemnation, assessment district or zoning change proceeding, pending or threatened, that affects the Property or the Project;

(i) The Property shall be free of Hazardous Materials or shall have been remediated to residential standards at no cost to Buyer, such that residential development may proceed without any further environmental restrictions, soil vapor mitigation measures, clean-up, remediation, testing or monitoring (in the case of such remediation, all governmental and/or regulatory agencies asserting jurisdiction over the development or remediation of the Property shall have issued final and unqualified "no further action" letters, site closure letters, and/or similar written determination (in a form and substance satisfactory to Buyer in Buyer's sole and absolute discretion);

(j) Buyer and Seller shall have entered into a Statutory Development Agreement for the Project pursuant Government Code Sections 65864 *et seq.* containing terms and conditions reasonably satisfactory to both Buyer and Seller;

(k) All easements, right-of-ways, licenses, permits and agreements required from any third party to access the Property, construct improvements to service the Property, to grade and develop the Property and/or to cause the Entitlements to be Approved shall have been obtained in form and content satisfactory to Buyer in Buyer's reasonable discretion;

(l) All leases, tenancies, third party occupancy agreements, service contracts, utility contracts and other contracts that are not Permitted Exceptions and that affect the Property shall have been terminated, all tenants and other parties shall have vacated the Property, and all personal property shall have been removed from the Property;

(m) The Property shall be one or more legally subdivided parcels;

(n) The Title Company shall be committed to issue to Buyer, as of the Closing Date, the Title Policy covering the Property, subject only to the Permitted Exceptions;

(o) The Phase 1 and Phase 2 property shall each consist of one or more legally subdivided parcels.

6.2 Conditions to Seller's Obligations. Seller's obligation to consummate the transactions contemplated by this Agreement is subject to the satisfaction of the conditions (or Seller's written waiver of such conditions) on or before the applicable Closing Date. Seller may waive in writing any or all of the conditions in its sole and absolute discretion.

(a) Buyer shall have performed all of Buyer's obligations hereunder, and Buyer's representations, warranties, and covenants set forth herein shall be true as of the Close of Escrow; and

(b) Buyer shall have timely delivered the Due Diligence Approval Notice.

6.3 Failure to Close; Termination.

(a) Failure to Close Without Default. If either the Phase 1 Closing or the Phase 2 Closing of Escrow does not occur because one or more of the conditions precedent to the Close of Escrow set forth in Section 6.1 or Section 6.2 have not been satisfied or waived by the party benefitted by such condition, and neither party is in default, then the party benefitted by such condition may elect to terminate this Agreement by giving written notice to the other party and Escrow Holder, in which event:

(i) Escrow Holder shall automatically return to Buyer the Deposit and any other sums deposited by Buyer still being held by Escrow Holder, and all accrued interest thereon, by unilateral instruction from Buyer;

(ii) Seller shall have no further obligation to sell to Buyer, and Buyer shall have no further obligation to purchase, the Property, and

(iii) This Agreement shall terminate and the parties shall have no further obligations hereunder (except rights and obligations relating to the Phase 1 Property if the Phase 1 Closing has occurred).

(b) Buyer's Default. If after Buyer has delivered the Due Diligence Approval Notice, Buyer fails to perform any material obligation under this Agreement, and Buyer does not cure such failure to perform within ten (10) days after Buyer's receipt of written notice of the same from Seller, then Buyer shall be in default, Seller shall have the right to terminate this Agreement, and the Deposit shall constitute liquidated damages pursuant to Section 3(d), above.

(c) Seller's Default. If Seller materially defaults under this Agreement, then Buyer may pursue any of the following remedies:

(i) If the default occurs prior to the Phase 2 Closing, Buyer may (i) extend the time period for Seller's performance, (ii) terminate this Agreement (except rights and obligations relating to the Phase 1 Property shall survive such termination if the Phase 1 Closing has occurred), provided such termination shall be effective only upon delivery of written notice of termination from Buyer to Escrow Holder and Seller, in which event Escrow Holder shall automatically return to Buyer the Deposit and all accrued interest thereon and any other sums deposited by Buyer, or (iii) keep this Agreement in effect and pursue any and all other remedies available to it against Seller including the specific performance of this Agreement and Buyer may record a notice of pendency of action against the Property.

(ii) If the default occurs following the Phase 2 Closing or if Buyer becomes aware of any breach of any representation or warranty of Seller following the Phase 2

Closing hereunder, Buyer may pursue any or all of the remedies available to it under this Agreement and/or at law or in equity.

(d) Escrow Fees on Default. If the failure to close is due to the default of one of the parties, the defaulting party shall bear the sole and full liability for paying any escrow cancellation fee.

(e) Interest on Delinquent Amounts. If any party owes the other party money hereunder and does not pay or return such money to the other party within five (5) business days after written demand therefore, the unpaid amount shall thereafter accrue interest at the lesser of (a) ten percent (10%) per annum or (b) the highest rate permitted by law, from the date such amount was due until the date it is paid in full.

(f) Cure Period. No party shall be deemed in default unless the other party has first delivered to such party a written notice of the default, and the party receiving such notice has not cured the default within ten (10) days after receipt of the written notice.

7. Deposit of Documents and Funds in Escrow.

(a) Seller and Buyer, as applicable, hereby covenant and agree to deliver to Escrow Holder at least one (1) business day prior to Close of Escrow for the applicable Phase the following instruments, documents, and funds, the delivery of each of which shall be a condition of the Close of Escrow for such Phase.

(b) Seller shall deliver:

(i) A Grant Deed in the form attached hereto as Exhibit D duly executed and acknowledged by Seller;

(ii) A Withholding Exemption Certificate Form 593-C as contemplated by California Revenue and Taxation Code §18662 (the "Withholding Affidavit") duly executed by Seller;

(iii) A Certification of Non-Foreign Status in accordance with Internal Revenue Code Section 1445 duly executed by Seller;

(iv) Such proof of Seller's authority and authorization to enter into this transaction as the Title Company may require in order to issue the Title Policy for such Phase.

(c) Buyer shall deliver:

(i) The Phase Purchase Price (less, in the case of the Phase 2 Closing, the Purchase Deposit) together with such funds as are required to pay for costs and expenses payable by Buyer hereunder;

8. Authorization to Record Documents and Disburse Funds. Escrow Holder is hereby authorized to record the documents and disburse the funds and distribute the documents

called for hereunder upon a Close of Escrow, provided each of the following conditions has then been fulfilled:

(a) The Title Company can issue the Title Policy for the Phase, with a liability in the amount of the Phase Purchase Price, showing fee title to the applicable portion of the Property vested in Buyer, subject only to the Permitted Title Exceptions.

(b) Seller and Buyer shall have deposited in Escrow the documents and funds required pursuant to Section 6.

9. Prorations; Charges. Property taxes, assessments, and rents relating to each Phase shall be prorated as of the Close of Escrow for such Phase. Buyer shall pay (i) fifty percent (50%) of the escrow fees and charges of Escrow Holder, (ii) the cost of all endorsements to the Title Policy and any extended coverage, and (iii) Buyer's share of the charges prorated under this Agreement. Seller shall pay: (i) fifty percent (50%) of the escrow fees and charges of Escrow Holder; (ii) the cost of the premium for CLTA coverage under the Title Policy; (iii) all recording charges, if any; and (iv) any documentary transfer taxes. If the Escrow shall fail to close for any reason other than Seller's default, Buyer shall pay any applicable Escrow cancellation charges.

10. Condemnation; Destruction. All risk of loss with respect to each Phase of the Property shall remain with Seller until such Phase is acquired by Buyer and delivery of possession of such Phase of the Property to Buyer. If at any time prior to the Phase 2 Closing, the Property, or any portion thereof not yet acquired by Buyer, is damaged by fire or other casualty or taken or appropriated through eminent domain or similar proceedings, or is condemned for any public or quasi-public use, Buyer may terminate this Agreement. If Buyer terminates this Agreement, Seller shall be entitled to receive all insurance proceeds payable to Buyer or Seller or all condemnation proceeds actually paid for that portion of the property taken (but not as to any portion of the Property previously acquired by Buyer). If Buyer elects to maintain this Agreement in full force and effect, then upon the next Close of Escrow, Buyer shall be entitled to receive all insurance proceeds payable to Seller or all condemnation proceeds actually paid for that portion of the Property taken or, if such proceeds have been paid to Seller, Buyer shall receive a credit against the Phase Purchase Price equal to the amount of proceeds actually paid to Seller. Buyer shall not be entitled to any reduction in the Phase Purchase Price.

11. Representations, Warranties and Covenants.

11.1 Seller's Representations, Warranties and Covenants. In addition to the representations, warranties and covenants of Seller contained in other Sections of this Agreement, Seller represents, warrants and covenants to Buyer as follows, all of which shall survive the Close of Escrow for each of Phase 1 and Phase 2:

(a) Seller is the sole owner in fee simple of the Property and has the full right, capacity, power, and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly authorized and entered into by Seller and the parties signing on behalf of Seller, and upon delivery to and execution by Buyer, shall be a valid and binding agreement of Seller.

(b) Except as identified in the Title Report, Seller has not alienated, encumbered, transferred, assigned or otherwise conveyed its interest in the Property or any portion thereof, nor entered into any agreement to do so, nor shall Seller do so. By entering into and performing the transactions contemplated by this Agreement, Seller will not violate or breach any agreement, covenant or obligation binding on Seller, and Seller may convey the Property to Buyer without the consent of any third party.

(c) To Seller's actual knowledge, there are no mechanic's or materialman's liens or similar claims or liens now asserted against the Property for work performed or commenced prior to the date hereof other than as described in the Title Report.

(d) To Seller's actual knowledge, as of Close of Escrow for each Phase, the Property is not in violation or is not currently under investigation for violation of any Environmental Law.

(e) There is no suit, action or arbitration, or legal, administrative, or other proceeding or governmental investigation, formal or informal, including but not limited to eminent domain, condemnation, assessment district or zoning change proceeding, pending or, to Seller's actual knowledge, threatened, or any judgment, moratorium or other government policy or practice that affects the Property or Buyer's anticipated development of the Property, or that adversely affects Seller's ability to perform hereunder, nor does Seller know of any fact that might give rise to an action, investigation or proceeding.

(f) Seller is not in default under any encumbrance, lien or restriction on the Property.

(g) Except as disclosed in the Title Report, Seller has not made any commitment, agreement or representation to any government authority, or any adjoining or surrounding property owner or any other third party, that would in any way be binding on Buyer or would interfere with Buyer's ability to develop and improve the Property and will not make any commitment or representation that would affect the Property or any portion thereof prior to the Close of Escrow, without Buyer's written consent.

(h) As used herein, the phrase "to Seller's actual knowledge" or words of similar import shall mean the actual knowledge of the City Manager of the City without any duty of further inquiry or investigation. Each of the representations and warranties made by Seller in this Agreement, or in any Exhibit, or on any document or instrument delivered pursuant hereto shall be continuing representations and warranties that shall be true and correct in all material respects on the date hereof, and shall be deemed to be made again as and at the date of the Close of Escrow for each Phase and shall then be true and correct in all material respects. The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Seller contained in this Agreement, are conditions precedent to the Close of Escrow for each Phase. Seller shall notify Buyer immediately of any facts or circumstances that would make untrue any of the foregoing representations and warranties contained in this Section 11.1.

11.2 Buyer's Representations and Warranties. Buyer represents and warrants to Seller as follows, all of which shall survive the Close of Escrow for each Phase:

(a) Buyer is a corporation duly organized, validly existing and in good standing in the State of California, and has the capacity and full power and authority to enter into and carry out the agreements contained in, and the transactions contemplated by, this Agreement, and that this Agreement has been duly authorized and executed by Buyer and, upon delivery to and execution by Seller, shall be a valid and binding Agreement of Buyer.

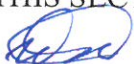
(b) Each of the representations and warranties made by Buyer in this Agreement, shall be true and correct in all material respects on the date hereof, and shall be deemed to be made again as of the Close of Escrow for each Phase, and shall then be true and correct in all material respects. The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Buyer contained in this Agreement, are conditions precedent to the Close of Escrow for each Phase. Buyer shall notify Seller immediately of any facts or circumstances that are contrary to the foregoing representations and warranties contained in this Section 11.2.

12. As Is; Release. Buyer is acquiring the Property "AS IS, WHERE IS" without any representation or warranty of Seller, express, implied or statutory, as to the nature or condition of or title to the Property or its fitness for Buyer's intended use of same. Buyer is familiar with the Property. Buyer is relying solely upon its own, independent inspections, investigations and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from Seller, including, without limitation, an analysis of any and all matters concerning the condition of the Property and its suitability for Buyer's intended purposes, and a review of all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Property.

EXCEPT FOR THOSE SET FORTH IN THIS AGREEMENT, BUYER ACKNOWLEDGES AND AGREES THAT, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY OR ANY MATTER RELATED THERETO, INCLUDING, WITHOUT LIMITATION, THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, AND COMPLIANCE WITH ANY ENVIRONMENTAL LAWS OR THE PRESENCE, ABSENCE, CONDITION OR STATUS OF ANY HAZARDOUS MATERIALS. BUYER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS, AND THAT SELLER HAS NO OBLIGATIONS TO MAKE REPAIRS, REPLACEMENTS OR IMPROVEMENTS OR REMEDIATE ANY HAZARDOUS MATERIALS.

BY INITIALING BELOW, THE BUYER ACKNOWLEDGES THAT (i) THIS SECTION 5.2 HAS BEEN READ AND FULLY UNDERSTOOD, (ii) THE BUYER HAS HAD THE CHANCE TO ASK QUESTIONS OF ITS COUNSEL ABOUT ITS MEANING AND

SIGNIFICANCE, AND (iii) THE BUYER HAS ACCEPTED AND AGREED TO THE TERMS SET FORTH IN THIS SECTION 5.2.


BUYER'S INITIALS 

Excluding any claims that Buyer may have against Seller as a result of a breach by Seller of any express representations, warranties, covenants, or agreements set forth in this Agreement, or resulting from any intentional or negligent acts of Seller or Seller's agents, Buyer waives and releases as of the Close of Escrow for a Phase any and all claims it may have against Seller relating to the physical condition of the portion of the Property within such Phase (including, without limitation, the presence or release hazardous materials or substances). To the extent of such waiver and release, Buyer expressly waives its rights, if any, under California Civil Code Section 1542 which provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”


Buyer's Initials 

13. Notices. All notices and demands shall be given in writing by certified mail, postage prepaid, and return receipt requested, by personal delivery, by facsimile, e-mail or by private overnight courier service providing evidence of delivery to the address or facsimile number set forth below for the respective party. Notices shall be considered given upon the earlier of (a) receipt by the party to whom notice or demand is given, two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested or (b) the following business day if sent by overnight courier. A copy of all notices shall be sent to Escrow Holder. Notices shall be addressed as provided below for the respective party; provided that any party may change its address for notices by written notice given to the other party.

Buyer: KB-BAKEWELL SEASIDE VENTURE, LLC
c/o KB Home South Bay Inc.
5000 Executive Parkway, Suite 125
San Ramon, CA 94583
Attention: Jeffrey McMullen
Telephone: (925) 983-4530
Facsimile: (925) 983-4590
Email: jmcmullen@kbhome.com

KB-BAKEWELL SEASIDE VENTURE, LLC
c/o The Bakewell Company
Danny J. Bakewell, Jr.
3800 Crenshaw Boulevard
Los Angeles, CA 90008
(323) 291-6803
(323) 291-6804 fax

With a copy to: KB Home
5000 Executive Parkway, Suite 125
San Ramon, CA 94583
Attention: Michael L. MacDonald, Esq.
Telephone: (925) 983-4507
Facsimile: (925) 983-4590
Email: mmacdonald@kbhome.com

Seller: City of Seaside
440 Harcourt Avenue
Seaside, California 93955
Attn.: City Manager

Successor Agency to the Redevelopment
Agency of the City of Seaside

Escrow Holder: Chicago Title Company
250 Bonifacio Place,
Monterey, CA 93940
Attn: Kimberly Verania,
(831) 646-8544
kim.verania@ctt.com;

14. Broker's Commissions. The parties hereto acknowledge that this transaction did not involve a broker, salesperson or finder ("Broker") representing either Buyer or Seller. Each party shall defend, indemnify and hold the other party harmless from and against any and all claims for any broker's commissions or similar compensation that may be payable to a Broker based on communications between the indemnifying party and such Broker. The provisions of this Section shall survive each Close of Escrow.

15. Standard Instructions. Each party agrees to execute Escrow Holder's supplemental reasonable standard instructions as may be necessary or proper in order to consummate the transactions contemplated by this Agreement; provided, however, in the event of a material conflict between the terms hereof and the terms of such standard instructions, the terms hereof shall control.

16. Time is of the Essence. The parties hereto agree that time is of the essence with respect to each term, condition and covenant hereof.

17. Successors and Assigns. The provisions of this Agreement are expressly binding upon, and shall inure to the benefit of, the parties hereto and their successors in interest and assigns.

18. Entire Agreement. This Agreement, together with all exhibits hereto, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

19. Severability. Invalidation of any of the terms, conditions, covenants, or other provisions contained herein by judgment or court order shall in no way affect any of the other terms, conditions, covenants, or provisions hereof, and the same shall remain in full force and effect.

20. Amendments. Any amendments to this Agreement shall be effective only when duly executed by Seller and Buyer and deposited with Escrow Holder.

21. Attorneys' Fees. In the event that suit is brought for the enforcement of this Agreement or as the result of any alleged breach thereof, the prevailing party or parties in such suit shall be entitled to recover their reasonable attorneys' fees, costs, and expenses from the losing party or parties, and any judgment or decree rendered in such proceedings shall include an award thereof.

22. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of Seller and Buyer and no other parties are intended to be direct or incidental beneficiaries of this Agreement.

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

24. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of this Agreement, facsimile signatures shall be deemed to be original signatures, and shall be followed by the immediate overnight delivery of original signature pages.

25. Assignment of Agreement. Neither Buyer nor Seller may assign or transfer their respective rights or obligations under this Agreement without first obtaining the prior written consent of the other, which consent may be granted or withheld in its sole and absolute discretion. Notwithstanding the foregoing, Buyer may assign, convey, or otherwise transfer its rights and obligations hereunder, without Seller's consent or prior notice, to (i) a partnership in which Buyer is one of the general partners, (ii) a limited liability company in which Buyer is a managing member or holds at least 50% of the voting or equity interests, (iii) a corporation in which Buyer holds at least 50% of the voting or equity interests, (iv) a person or entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is

under common control with, the Buyer, (v) a successor by way of merger or consolidation or the acquisition of all or substantially all of Buyer's assets, or (vi) a third party to effectuate a land banking arrangement pursuant to which Buyer has the right to develop and reacquire the Property.

26. Memorandum of Agreement. Within ten (10) days after Opening of Escrow, Buyer and Seller shall execute a memorandum of agreement (in the form of Exhibit E attached hereto). If Buyer timely delivers the Due Diligence Approval Notice, then Escrow Holder shall promptly record the memorandum of agreement in the Official Records of the County. In the event the Memorandum is recorded and this Agreement is terminated prior to the Close of Escrow for Phase 2, provided that the Deposit is returned to Buyer if required pursuant to the terms of this Agreement, Buyer shall promptly execute, acknowledge and deliver to Seller a release of the Memorandum as to all portions of the Property not acquired by Buyer and shall execute any further documents necessary to clear such portions of the Property free of the Memorandum.

27. Survival. The respective warranties, representations, covenants, agreements, obligations and undertakings of each party hereunder shall be construed as dependent upon and given in consideration of those of the other party and shall survive each Close of Escrow and delivery of the deed.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

BUYER:

KB-BAKEWELL SEASIDE VENTURE, LLC,
a California limited liability company

By: [Signature]

Print Name: Jeffrey P. McMullen

Its: SVP - KB Home

By: [Signature]

Print Name: DAWN K. BAKWELL/Sec.

Its: Chairman & CEO

SELLER:

CITY OF SEASIDE

By: [Signature]

Print Name: CRAG MACIN

City Manager and Executive
Director

Attest:

[Signature]

Print Name: City Clerk

City Clerk

[Signature]

Approved as to Form:

[Signature]

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY
OF SEASIDE

By: [Signature]

Print Name: CRAG MACIN

Its: CITY MANAGER

LIST OF EXHIBITS

Exhibit A	Legal Description of the Property
Exhibit A-1	Legal Description of Phase 1 Property
Exhibit A-2	Legal Description of Phase 2 Property
Exhibit B	List of Documents
Exhibit C	Conceptual Plan
Exhibit D	Form of Grant Deed
Exhibit E	Hammerhead Buildings
Exhibit F	Memorandum of Agreement
Schedule 5.7	Staff Hourly Rates
Schedule 5.9	Schedule of Performance

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

PARCEL I:

The portion of the former Fort Ord Military Reservation in Rancho Noche Buena, in the City of Seaside, County of Monterey, State of California described as follows:

A portion of Parcel 3 as per map recorded in Volume 21, Page 83 of Surveys in the Office of the County Recorder of said county, more particularly described as follows:

Beginning at the northwest corner of said Parcel 3 as per said map, designated and shown a point seventy-four (74) on page 4 of 9 thereon; thence along the northerly boundary of said Parcel 3 the following three (3) courses

- 1) North 88° 00' 00" East, 1,473.85 feet to the beginning of a curve, concave south, having a radius of 895.00 feet; thence
- 2) Easterly 224.55 feet along said curve, through a central angle of 14° 22' 30"; thence
- 3) South 77° 37' 30" East, 21.77 feet to the beginning of a curve, concave southwest, having a radius of 260.00 feet; thence leaving said boundary of said Parcel 3
- 4) Southeasterly 461.03 feet along said curve, through a central angle of 101° 35' 49"; thence
- 5) South 23° 58' 19" West, 195.81 feet to the beginning of a non-tangent curve, concave to the south, having a radius of 131.30 feet, and from which beginning a radial bears North 16° 47' 48"; thence
- 6) Westerly, 171.15 feet along said curve, through a central angle of 74° 40' 59" to the beginning of a reverse curve, concave northwest, having a radius of 120.00 feet; thence
- 7) Southwesterly, 123.06 feet along said curve, through a central angle of 58° 45' 31" to the beginning of a reverse curve, concave south, having a radius of 413.66 feet; thence
- 8) Westerly, 215.22 feet along said curve, through a central angle of 29° 48' 34"; thence
- 9) South 61° 03' 46" West, 142.81 feet; thence
- 10) North 02° 32' 34" East, 249.44 feet to the beginning of a curve, concave to the southwest, having a radius of 50.55 feet; thence
- 11) Northwesterly, 79.79 feet along said curve, through a central angle of 90° 26' 36"; thence
- 12) North 87° 54' 02" West, 1,363.25 feet to a point on the westerly boundary of said Parcel 3; thence along said westerly boundary the following three (3) courses
- 13) North 37° 50' 06" East, 151.61 feet to the beginning of a curve, concave to the west, having a radius of 357.00 feet; thence
- 14) Northerly, 271.09 feet along said curve, through a central angle of 43° 30' 36"; thence

15) North 05° 40' 29" West, 18.97 feet to the Point of Beginning. The bearing North 87° 33' 00" West as measured between monuments found along the westerly boundary of Parcel 3 as per Volume 21, Page 83 of Surveys, records of Monterey County, California, is the basis of bearings for this description.

Excepting therefrom mineral rights with right of surface entry in a manner that does not unreasonably interfere with Grantee's development and quiet enjoyment of the property as reserved in the "Quitclaim Deed..." executed by United States of America, recorded August 28, 2008, Instrument No. 2008057085, Official Records, Monterey County.

PARCEL II:

That portion of the former Fort Ord Military Reservation in Rancho Noche Buena, in the City of Seaside, County of Monterey, State of California described as follows:

A portion of Parcel 3 as per map recorded in Volume 21, Page 83 of Surveys in the Office of the County Recorder of said county, more particularly described as follows:

Beginning at the most northeasterly corner of said Parcel 3 as per said map designated and shown as point seventy-seven (77) on page 4 of 9 thereon; thence along the easterly boundary of said Parcel 3

- 1) South 02° 10' 30" West, 158.83 feet; thence leaving said easterly boundary
- 2) North 87° 49' 30" West, 248.60 feet; thence
- 3) South 23° 58' 19" West, 334.69 feet; thence
- 4) North 66° 01' 41" West, 120.00 feet; thence
- 5) North 23° 58' 19" East, 195.81 feet to the beginning of a curve, concave to the southwest, having a radius of 260.00 feet; thence
- 6) Northwesterly 461.03 feet along said curve, through a central angle of 101° 35' 49"; thence
- 7) South 77° 37' 30" East, 616.70 feet to the Point of Beginning.

The bearing of North 87° 33' 00" West along the westerly boundary of Parcel 3 as per Volume 21, Page 83 of Surveys, records of Monterey County, California, is the basis of bearings for this description.

Excepting therefrom mineral rights with right of surface entry in a manner that does not unreasonably interfere with Grantee's development and quiet enjoyment of the property as reserved in the "Quitclaim Deed..." executed by United States of America, recorded August 28, 2008, Instrument No. 2008057085, Official Records, Monterey County.

PARCEL III:

That portion of the former Fort Ord Military Reservation in Rancho Noche Buena, in the City of Seaside, County of Monterey, State of California described as follows:

A portion of Parcel 3 as per map recorded in Volume 21, Page 83 of Surveys in the Office of the County Recorder of said county, more particularly described as follows:

Beginning at a point that bears South 02° 10' 30" West, 158.83 feet from the most northeasterly corner of said Parcel 3 as per said map, designated and shown as point seventy-seven (77) on page 4 of 9 thereon; thence along the easterly boundary of said Parcel 3,

- (1) South 02° 10' 30" West, 1,074.09 feet to a point designated and shown as point seventy-eight (78) on page 4 of 9 thereon; thence leaving said boundary of said Parcel 3
 - (2) North 87° 48' 54" West, 147.32 feet; thence
 - (3) North 01° 36' 08" East, 8.35 feet; thence
 - (4) North 87° 47' 46" West, 438.71 feet to the beginning of a curve, concave northeast, having a radius of 60.00 feet; thence
 - (5) northwesterly 117.04 feet along said curve, through a central angle of 111° 46' 04"; thence
 - (6) North 23° 58' 19" East, 1,058.92 feet; thence
 - (7) South 87° 49' 30" East, 248.60 feet to the Point of Beginning.
- The bearing of North 87° 33' 00" West along the westerly boundary of Parcel 3 as per Volume 21, Page 83 of Surveys, records of Monterey County, California, is the basis of bearings for this description.

Excepting therefrom mineral rights with right of surface entry in a manner that does not unreasonably interfere with Grantee's development and quiet enjoyment of the property as reserved in the "Quitclaim Deed..." executed by United States of America, recorded August 28, 2008, Instrument No. 2008057086, Official Records, Monterey County.

PARCEL IV:

All that certain real property situate in Rancho Noche Buena, Monterey City Lands, Tract No. 1, City of Seaside, County of Monterey, State of California, being a portion of Parcel 1, as said Parcel 1 is shown and so designated on map filed for record in Volume 19, "Surveys", at Page 1, Records of Monterey County, California, said portion being more particularly described as follows:

Beginning at the northerly terminus of the most westerly line of Parcel 1, as said Parcel 1 is shown and so designated on the map filed for record in Volume 23, "Surveys", at Page 96, Records of Monterey County, California; thence from said Point of Beginning,

- (1) South 87° 46' 00" East, 334.96 feet; thence
- (2) North 2° 08' 00" East, 159.92 feet; thence
- (3) North 87° 46' 00" West, 334.84 feet; thence
- (4) South 2° 10' 30" West, 159.92 feet, to the Point of Beginning.

Excepting therefrom all mineral rights with the right of surface entry in a manner that does not unreasonably interfere with the development and quiet enjoyment of the property, as reserved in the Quitclaim Deed executed by United States of America, and recorded April 21, 2004, Instrument No. 2004038303, Official Records.

PARCEL V:

All that certain real property situate in Rancho Noche Buena, Monterey City Lands No. 1, City of Seaside, County of Monterey, State of California, being Parcel 12, as said Parcel 12 is shown and so designated on the map filed for record in Volume 22, "Surveys", at Page 24, Records of Monterey County, California, said parcel being more particularly described as follows:

Beginning at the northwesterly corner of Parcel 12; thence

- (1) South 87° 45' 04" East, 821.44 feet; thence
- (2) South 2° 13' 00" West, 202.37 feet; thence
- (3) North 87° 46' 00" West, 819.31 feet; thence
- (4) North 2° 09' 00" East, 171.10 feet; thence, non-tangentially
- (5) Northwesterly, along the arc of a curve to the left, concave to the southwest, the center of which bears North 87° 56' 56" West, 289.24 feet, through a central angle of 6° 15' 08", a distance of 31.56 feet, to the Point of Beginning.

Excepting therefrom all mineral rights with the right of surface entry in a manner that does not unreasonably interfere with the development and quiet enjoyment of the property, as reserved in the Quitclaim Deed executed by United States of America, and recorded April 21, 2004, Instrument No. 2004038303, Official Records.

PARCEL VI: :

All that certain real property situate in Rancho Noche Buena, Monterey City Lands Tract No. 1, City of Seaside, County of Monterey, State of California described as follows:

A portion of Parcel 1, as said Parcel 1 is shown and so designated on the map filed for record in Volume 23 of "Surveys", at Page 96, Records of Monterey County, California, said portion being more particularly described as follows:

Beginning at the northerly terminus of the westerly most line of Parcel 1, as shown on said map; thence, from said Point of Beginning,

- (1) South 87° 46' 00" East, 394.96 feet to a point on the westerly line of Parcel 2, as shown on said map; thence, along the westerly and southerly lines of said Parcel 2,
- (2) South 02° 08' 23" West, 200.07 feet to a 1-1/4" iron pipe tagged "RCE 15310"; thence
- (3) South 87° 46' 30" East, 464.58 feet to a 1-1/4" iron pipe tagged "RCE 15310"; thence
- (4) South 02° 15' 21" West, 23.02 feet to a 1-1/4" iron pipe tagged "RCE 15310"; thence
- (5) South 87° 46' 00" East, 473.29 feet to a 1-1/4" iron pipe tagged "RCE 15310"; thence, leaving said boundary of said Parcel 2,
- (6) South 02° 14' 00" West, 263.17 feet to a point on the southerly boundary of said Parcel 1; thence along the southerly and westerly boundary of said Parcel 1,
- (7) North 87° 49' 30" West, 187.15 feet to a 1-1/4" iron pipe tagged "RCE 15310"; thence
- (8) South 02° 10' 12" West, 224.79 feet to a 1-1/4" iron pipe tagged "RCE 15310"; thence
- (9) North 87° 49' 37" West, 1103.28 feet to a brass tag in walk stamped "RCE 15310"; thence
- (10) North 02° 14' 12" East, 12.99 feet to a 1-1/4" iron pipe tagged "RCE 15310"; thence
- (11) North 87° 49' 30" West, 42.25 feet; thence

(12) North 02° 10' 30" East, 699.39 feet to the Point of Beginning.

Excepting therefrom all mineral rights with the right of surface entry in a manner that does not unreasonably interfere with the development and quiet enjoyment of the property, as reserved in the Quitclaim Deed executed by United States of America, and recorded October 17, 2002, Instrument No. 2002097675, Official Records, and amended February 23, 2011, Instrument No. 2011010801, Official Records.

PARCEL VII:

All that certain real property situate in Rancho Noche Buena, Monterey City Lands Tract No. 1, City of Seaside, County of Monterey, State of California, being a portion of Parcel 4, as said Parcel 4 is shown and so designated on map filed for record in Volume 23, "Surveys", at Page 96, Records of Monterey County, California, said portion being more particularly described as follows:

Beginning at the northeasterly corner of Parcel 4, as shown on said map; thence from said Point of Beginning,

- (1) South 2° 14' 00" West, 324.24 feet; thence
- (2) North 87° 46' 00" West, 392.97 feet; thence
- (3) South 15° 36' 00" West, 312.79 feet; thence
- (4) North 87° 23' 00" West, 197.15 feet; thence
- (5) South 60° 24' 00" West, 56.50 feet; thence
- (6) South 87° 12' 30" West, 117.57 feet; thence
- (7) North 02° 10' 21" East, 81.94 feet; thence
- (8) South 87° 49' 30" East, 184.43 feet; thence
- (9) North 10° 27' 00" West, 236.04 feet; thence
- (10) North 30° 43' 16" West, 36.81 feet; thence
- (11) North 87° 47' 21" West, 109.80 feet; thence
- (12) North 02° 14' 00" East, 205.98 feet; thence
- (13) South 87° 46' 00" East, 274.63 feet; thence
- (14) North 02° 14' 00" East, 118.10 feet; thence
- (15) South 87° 46' 00" East, 550.23 feet, to the Point of Beginning.

Excepting therefrom mineral rights with right of surface entry in a manner that does not unreasonably interfere with Grantee's development and quiet enjoyment of the property as reserved in the "Quitclaim Deed..." executed by United States of America, recorded April 21, 2004, Instrument No. 2004038303, Official Records, Monterey County.

PARCEL VIII:

All that certain real property situate in Rancho Noche Buena, Monterey City Lands Tract No. 1, City of Seaside, County of Monterey, State of California, being a portion of the "Seaside V" parcel, as said parcel is shown and so designated on the map filed for record in Volume 23, "Surveys", at Page 96, Records of Monterey, California, said portion being more particularly described as follows:

Beginning at the northeasterly corner of the "Seaside V" parcel; thence,

- (1) South 02° 12' 30" West, 60.00 feet; thence
- (2) North 87° 45' 49" West, 414.88 feet; thence
- (3) South 02° 14' 47" West, 155.03 feet; thence
- (4) South 87° 46' 07" East, 414.99 feet; thence
- (5) South 02° 12' 30" West, 653.19 feet; thence
- (6) North 87° 49' 30" West, 1025.78 feet; thence
- (7) North 02° 14' 01" East, 779.15 feet; thence, non-tangentially,
- (8) Northwesterly, along the arc of a curve to the left, concave to the southwest, the center of which bears North 87° 46' 17" West, 30.00 feet, through a central angle of 90° 00' 00", a distance of 47.12 feet; thence
- (9) North 87° 46' 17" West, 201.00 feet; thence
- (10) South 02° 14' 00" West, 809.37 feet; thence
- (11) North 87° 49' 19" West, 855.18 feet; thence
- (12) North 02° 10' 21" East, 142.85 feet; thence
- (13) North 87° 12' 30" East, 117.57 feet; thence
- (14) North 60° 24' 00" East, 56.50 feet; thence
- (15) South 87° 23' 00" East, 197.15 feet; thence
- (16) North 15° 36' 00" East, 312.79 feet; thence
- (17) South 87° 46' 00" East, 392.97 feet; thence
- (18) North 02° 14' 00" East, 324.24 feet; thence
- (19) North 87° 46' 00" West, 550.23 feet; thence
- (20) South 02° 14' 00" West, 118.10 feet; thence
- (21) North 87° 46' 00" West, 274.63 feet; thence
- (22) South 02° 14' 00" West, 205.98 feet; thence

- (23) South 87° 47' 21" East, 109.80 feet; thence
- (24) South 30° 43' 16" East, 36.81 feet; thence
- (25) South 10° 27' 00" East, 236.04 feet; thence
- (26) North 87° 49' 42" West, 851.79 feet; thence
- (27) North 02° 13' 56" East, 556.13 feet; thence, non-tangentially,
- (28) Northwesterly, along the arc of a curve to the left, concave to the southwest, the center of which bears North 87° 46' 24" West, 30.00 feet, through a central angle of 90° 00' 22", a distance of 47.13 feet to a point of cusp; thence; thence
- (29) North 87° 45' 57" West, 878.30 feet; thence, non-tangentially
- (30) Southwesterly, along the arc of a curve to the left, concave to the southeast, the center of which bears South 02° 11' 48" West, 30.00 feet; through a central angle of 90° 09' 38", a distance of 47.21 feet to a point of cusp; thence
- (31) South 02° 08' 23" West, 69.85 feet; thence
- (32) North 87° 46' 00" West, 60.00 feet; thence
- (33) North 02° 08' 00" East, 159.92 feet; thence
- (34) South 87° 46' 00" East, 874.31 feet; thence
- (35) North 02° 15' 00" East, 202.37 feet; thence
- (36) South 87° 46' 09" East, 256.86 feet; thence
- (37) South 02° 15' 00" West, 202.38 feet; thence
- (38) South 87° 45' 59" East, 1112.75 feet; thence
- (39) South 87° 46' 17" East, 1533.74 feet, to the Point of Beginning.

Excepting Therefrom a 0.41 acre parcel of land, more particularly known as "F5.2", as designated for Economic Development Conveyance, more particularly described as follows: All that certain real property situate in Rancho Noche Buena, Monterey City Lands Tract No. 1, City of Seaside, County of Monterey, State of California, being Parcel 2, as said Parcel 2 is shown and so designated on the map filed for record in Volume 20, "Surveys", at Page 71, Records of Monterey County, California, said portion being more particularly described as follows:

Commencing at the northeasterly corner of the "Seaside V" parcel, as said parcel is shown and so designated on the map filed for record in Volume 23, "Surveys", at Page 96, Records of Monterey County, California;

thence, westerly along the northerly line of Colonel Durham Road as shown on said map, North 87° 46' 17" West, 1533.74 feet to a 1-1/4" iron pipe with plastic plug marked "RCE 15310"; thence, North 87° 45' 59" West, 1035.84 feet; thence, South 02° 40' 54" West, 60.00 feet to the True Point of Beginning; thence from said True Point of Beginning,

- (1) South 02° 40' 54" West, 120.15 feet; thence
- (2) North 87° 47' 08" West, 18.45 feet; thence
- (3) North 87° 45' 13" West, 130.27 feet; thence
- (4) North 02° 14' 30" East, 90.12 feet; thence, non-tangentially
- (5) Northeasterly, along the arc of a curve to the right, concave to the southeast, the center of which bears South 87° 56' 13" East, 30.00 feet, through a central angle of 90°01'46", a distance of 47.14 feet to a point of cusp; thence
- (6) South 87° 43' 34" East, 119.72 feet, to the True Point of Beginning.

Also Excepting Therefrom a 1.16 acre parcel of land, more particularly known as "L15.1", as designated for Economic Development Conveyance, more particularly described as follows:
All that certain real property situate in Rancho Noche Buena, Monterey City Lands Tract No. 1, City of Seaside, County of Monterey, State of California, being Parcel 1, as said Parcel 1 is shown and so designated on the map filed for record in Volume 21, "Surveys", at Page 96, Records of Monterey County, California, said portion being more particularly described as follows:

Commencing at the northeasterly corner of the "Seaside V" parcel, as said parcel is shown and so designated on the map filed for record in Volume 23, "Surveys", at Page 96, Records of Monterey County, California; thence westerly along the northerly line of Colonel Durham Road as shown on said map, North 87° 46' 17" West, 1533.74 feet to a 1-1/4" iron pipe with plastic plug marked "RCE 15310"; thence, North 87° 45' 59" West, 1035.38 feet; thence, South 02° 40' 54" West, 60.00 feet to the True Point of Beginning; thence from said True Point of Beginning,

- (1) South 87° 46' 19" East, 180.23 feet; thence, non-tangentially
- (2) Southeasterly, along the arc of a curve to the right, concave to the southwest, the center of which bears South 02° 13' 56" West, 30.00 feet, through a central angle of 90°00'42", a distance of 47.13 feet to a point of cusp; thence,
- (3) South 02° 12' 56" West, 299.03 feet; thence
- (4) North 87° 47' 27" West, 229.51 feet; thence
- (5) North 02° 10' 34" East, 208.96 feet; thence
- (6) South 87° 47' 08" East, 18.45 feet; thence
- (7) North 02° 40' 54" East, 120.15 feet to the True Point of Beginning.

Also Excepting Therefrom a 1.16 acre parcel of land, more particularly known as "L36", as designated for Economic Development Conveyance, more particularly described as follows:

All that certain real property situate in Rancho Noche Buena, Monterey City Lands Tract No. 1, City of Seaside, County of Monterey, State of California, being a portion of Parcel 4 (Exception), as said Parcel 4 is shown and so designated on the map filed for record in Volume 23, "Surveys", at Page 96, Records of Monterey County, California, said portion being more particularly described as follows:

Commencing at the northeasterly corner of the "Seaside V" parcel, as said parcel is shown and so designated on the map filed for record in Volume 23, "Surveys", at Page 96, Records of Monterey County, California; thence, westerly along the northerly line of Colonel Durham Road as shown on said map, North 87° 46' 17" West, 1533.74 feet to a 1-1/4" iron pipe with plastic plug marked "RCE 15310"; thence, North 87° 45' 59" West, 605.36 feet; thence South 02° 14' 32" West, 60.03 feet to a 3/4" iron pipe with plastic plug marked "RCE 15310", said point being the True Point of Beginning; thence, from said True Point of Beginning,

(1) South 02° 14' 01" West, 118.08 feet; thence,

(2) South 02° 14' 50" West, 205.76 feet; thence,

(3) North 87° 47' 14" West, 156.10 feet; thence,

(4) North 02° 12' 53" East, 293.91 feet; thence, non-tangentially,

(5) Northeasterly, along the arc of a curve to the right, concave to the southeast, the center of which bears South 87° 47' 14" East, 30.00 feet, through a central angle of 90° 03' 54", a distance of 47.16 feet to a point of cusp; thence

(6) South 87° 45' 22" East, 126.23 feet to the True Point of Beginning.

Also Excepting therefrom mineral rights with right of surface entry in a manner that does not unreasonably interfere with Grantee's development and quiet enjoyment of the property as reserved in the "Quitclaim Deed..." executed by United States of America, recorded December 15, 2004, Instrument No. 2004132661, and re-recorded February 8, 2005, Instrument No. 2005012847, Official Records, Monterey County.

PARCEL IX:

Certain real property situate in the City of Seaside, County of Monterey, State of California, being a portion of the Fort Ord Military Reservation, Parcel 1, as shown on that map filed September 7, 1994, in Volume 19 Surveys, Page 1, at records of Monterey County, California, being more particularly described as follows:

Beginning at a point on the north side of a sixty foot wide road shown as Colonel Durham Road on that map filed August 25, 2003, in Volume 26 Surveys at Page 102, from which the southeast corner of Parcel "1" as shown on that map filed September 27, 1996, in Volume 20 of Surveys at Page 71, records of Monterey County, California, bears South 2° 13' 43" East, 1290.75 feet; thence leaving said road,

(1) North 2° 13' 43" East, 87.03 feet; thence,

(2) South 87° 46' 17" East, 168.05 feet; thence

(3) South 2° 13' 43" West, 87.03 feet to a point on the north side of said road; thence,

(4) along the north line of said road, South 87° 46' 17" East, 168.05 feet to the point of beginning.

Excepting therefrom mineral rights with right of surface entry in a manner that does not unreasonably interfere with Grantee's development and quiet enjoyment of the property as reserved in the "Quitclaim Deed..." executed by United States of America, recorded December 15, 2004, Instrument No. 2004132661, and re-recorded February 8, 2005, Instrument No. 2005012847, Official Records, Monterey County.

PARCEL X:

Certain real property situate in the City of Seaside, County of Monterey, State of California, being a portion of the Fort Ord Military Reservation, Parcel 1, as shown on that map filed September 7, 1994, in Volume 19, Surveys, at Page 1, records of Monterey County, California, being more particularly described as follows: Beginning at a point on the north side of a sixty foot wide road shown as Colonel Durham Road on that map filed August 25, 2003, in Volume 26 Surveys at Page 102, from which the southeast corner of Parcel "1" as shown on that map filed September 27, 1996, in Volume 20, of Surveys at Page 71, records of Monterey County, California, bears South 2° 13' 43" East, 672.77 feet; thence leaving said road,

(1) North 2° 13' 43" East, 87.03 feet; thence

(2) South 87° 46' 17" East, 168.03 feet; thence

(3) South 2° 13' 43" West, 87.03 feet to a point on the north side of said road; thence,

(4) along the north line of said road, South 87° 46' 17" East, 168.03 feet to the point of beginning.

Excepting therefrom mineral rights with right of surface entry in a manner that does not unreasonably interfere with Grantee's development and quiet enjoyment of the property as reserved in the "Quitclaim Deed..." executed by United States of America, recorded December 15, 2004, Instrument No. 2004132661, and re-recorded February 8, 2005, Instrument No. 2005012847, Official Records, Monterey County. APN: 031-151-054 (Parcel I), 031-151-056 (Parcel II), 031-151-055 (Parcel III), 031-151-032 (Parcel IV) 031-151-031 (Parcel V), 031-151-029 (Parcel VI), 031-151-039 (Parcel VII), 031-151-040 (Parcel VIII), 031-261-004 (Parcel IX), 031-261-003 (Parcel X)

EXHIBIT B

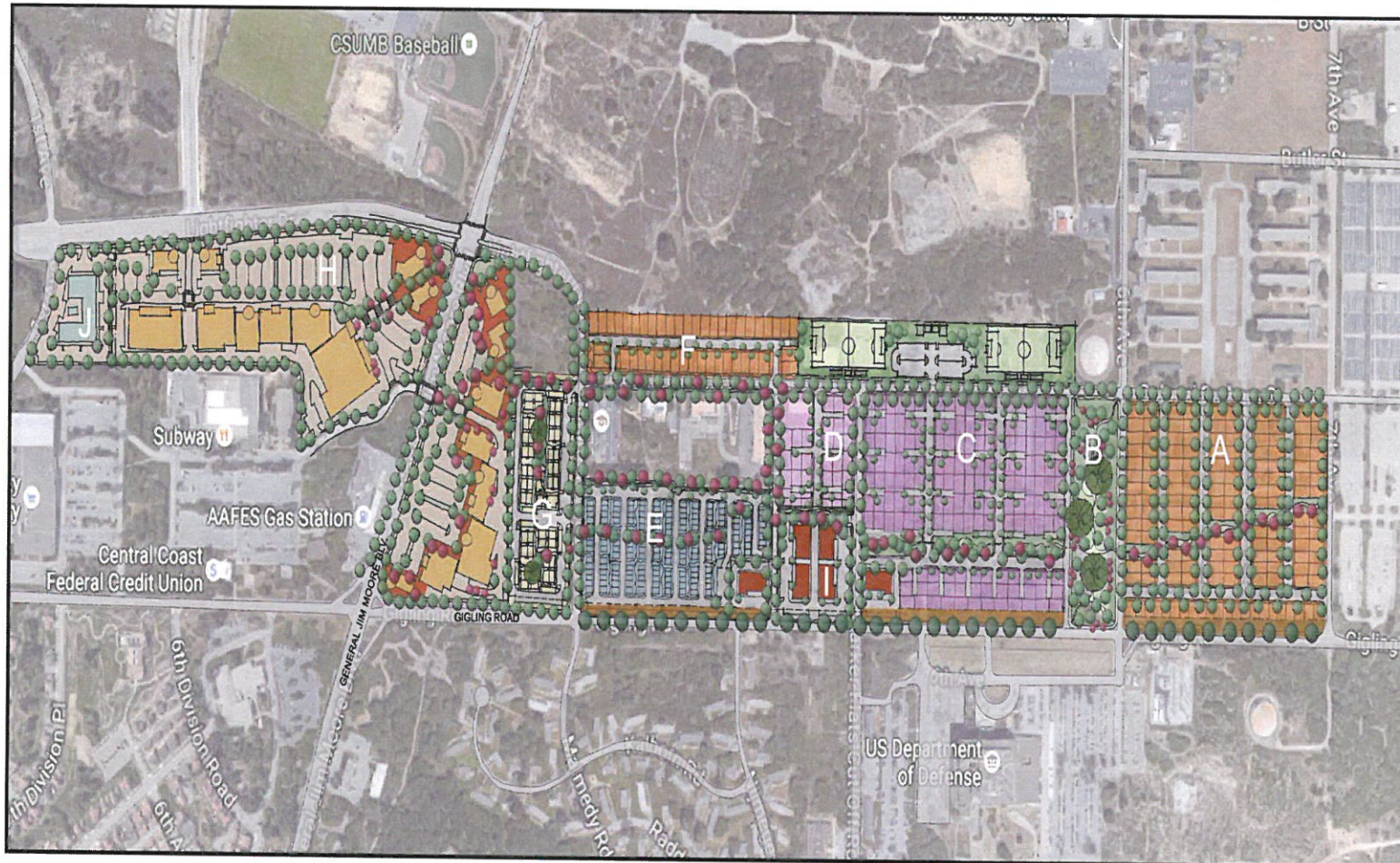
LIST OF DOCUMENTS DELIVERED TO BUYER

The list of documents shall be determined during the Due Diligence Period.

EXHIBIT C

CONCEPTUAL PLAN

[SEE ATTACHED]



- A. 152 Single Family Homes
- B. Park
- C. 162 Large SFD Cluster Homes
- D. 24 Large SFD Cluster Homes

- E. 168 Townhomes
- F. 45 Single Family Homes
- G. 181 Apartments
- H. Neighborhood Commercial & Regional Commercial

- I. Flex-Tech Commercial
- J. Hotel

Neighborhood Commercial = 119,730 SF
399 Parking Stalls Required / 457 Provided

Regional Commercial = 226,311 SF
754 Parking Stalls Required / 827 Provided

Flex-Tech Commercial Buildings = 57,400 SF

Totals
Single Family Detached = 383 units
Townhomes = 168 units
Total Housing Units = 551 units
Apartments = 181 units

SURPLUS II, Seaside, CA
October 12, 2016
KB - BAKEWELL SEASIDE VENTURES, LLC

CONCEPTUAL LAND USE EXHIBIT

3361 Walnut Blvd. Suite 120 Brentwood, CA 94513



EXHIBIT D

FORM OF GRANT DEED

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO
(AND SEND TAX STATEMENTS TO):

Attn: _____

[SPACE ABOVE FOR RECORDER'S USE ONLY]

This document is exempt from the
payment of a recording fee pursuant to
Government Code Section 27383

GRANT DEED

THE UNDERSIGNED GRANTOR DECLARES AS FOLLOWS:

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the
CITY OF SEASIDE, a municipal corporation [, as successor agency to the Redevelopment
Agency of the City of Seaside] (the "Grantor") hereby grants to _____
("Grantee") the land in the City of Seaside, County of Monterey, State of California, more
particularly described on **Exhibit A** attached hereto and all improvements thereon and all rights
and appurtenances relating thereto (the "Property").

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the date set forth
below.

Dated: _____, 20__

CITY OF SEASIDE

By: _____
Print Name: _____
Mayor

ACKNOWLEDGEMENT

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGEMENT

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

Legal Description of the Land

(Attached)

EXHIBIT E

DEPICTION OF HAMMERHEAD BUILDINGS



Hammer Head
Buildings

EXHIBIT F

MEMORANDUM OF AGREEMENT

Recording requested by,
and when recorded return to:

Attn: _____

Memorandum of Agreement

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is executed as of _____, 201_, by and between [SELLER], a [status] ("Seller"), and [BUYER], a [status] ("Buyer").

1. The parties have entered into that certain Purchase and Sale Agreement and Escrow Instructions dated as of _____, 201_ (the "Agreement"), which is incorporated herein by reference as if fully set forth herein. All capitalized terms not defined herein shall have the meanings ascribed to them set forth in the Agreement.

2. Pursuant to the Agreement, Seller has agreed to sell to Buyer certain real property described on Exhibit A hereto (the "Property").

3. The parties desire to make Buyer's right to purchase the Property a matter of public record and therefore have caused this Memorandum to be recorded in the Official Records of [County], California. If there is any inconsistency between the Agreement and the Memorandum, the Agreement shall control and govern the rights and duties of Buyer and Seller.

IN WITNESS WHEREOF, the parties have signed this Memorandum as of the date first above written.

BUYER:

[BUYER],
a [status]

By: _____
Name: _____
Title: _____

SELLER:

[SELLER],
a [status]

By: _____
Name: _____
Title: _____

EXHIBIT A

Legal Description of the Land

(Attached)

SCHEDULE 5.7

STAFF HOURLY RATES

(Attached)

CITY OF SEASIDE - Resource Management Services Department		
Cost Reimbursement Billing Rates - July 1, 2016 through December 31, 2016		
NAME	FULLY BURDENED HOURLY BILLING RATE (FY 2016-2017)	INDIRECT * COST ALLOCATION RATE (FY 2016-2017)
Resources Management Services Administration, includes planning & Econ Dev		
DAVE FORTUNE 01-0046	\$ 90.21	11.37%
LEE MURRAY 01-1004	\$ 58.67	11.37%
KURT OVERMYER 01-1113	\$ 69.67	11.37%
STEARNS, GLORIA 01-1116	\$ 61.73	11.37%
SHARON MIKESELL 01-1014	\$ 58.73	11.37%
RICK MEDINA 01-0094	\$ 75.36	11.37%
Engineering Services:		
RICK RIEDL 01-0713	\$ 93.40	17.59%
SCOTT OTTMAR 01-0770	\$ 66.38	17.59%
LESLIE LLANTERO 01-0145	\$ 73.86	17.59%

* The indirect cost allocation amount is billed as a separate line item. It is an allowable reimbursement cost per the City of Seaside Full Cost Allocation Plan, which was prepared by Mahoney & Associates Consulting, LLC.

SCHEDULE 5.9

SCHEDULE OF PERFORMANCE

1. Within one (1) month after execution of the Agreement, the Seller (City) shall provide the Buyer (Developer) with the City of Seaside Development Application Submittal Checklist which includes all submittal requirements for a complete Specific Plan and/or Planned Development application and a Tentative Map application. The list of submittal requirements shall be of sufficient scope and detail so that when Developer completes the requirements, the City can make a finding that the entire application is “deemed complete”.
2. Within six (6) months after the date Buyer (Developer) has delivered the Due Diligence Approval Notice, Developer shall deliver to the City a fully completed and executed development application for City staff to review and consider approval consisting of the following:
 - i. An application for a new Specific Plan and/or Planned Development for the “Surplus II” and “26 Acre Parcels” development area which is inclusive of all of the Property in accordance with the submittal requirements of the City for a complete application (i.e. requirements provided by the City in item 1 above).
 - ii. A “Project Description” for use in establishing the scope of the CEQA review process.
 - iii. A Tentative Map Application showing all lots and parcels of land to be subdivided and the preliminary grading, improvements and utility designs serving each lot.
 - iv. A Preliminary Phasing Plan for the Project
 - v. Supporting studies as necessary for a complete application of the items above.
3. Within ten (10) months after the Developer has submitted the completed Specific Plan and/or Planned Development Application and Tentative Map application, the City (in cooperation with Developer) shall prepare a draft Development Agreement and draft set of conditions of approval for the Project. Developer shall promptly provide comments to the City on the initial draft of the Agreement and subsequent drafts submitted by the City.

4. Within twelve (12) months after the Developer has submitted the completed Specific Plan Application and other documents in item 2, the City staff shall complete the CEQA analysis, project review and conduct all public hearings to consider approval of all discretionary entitlements necessary for construction of the Project including but not limited to, the Specific Plan, Planned Development, the CEQA review, the Tentative Map and the Development Agreement (“The Entitlement Approvals”).
5. Within two (2) months after the Entitlement Approvals, Developer shall deliver to the City for City staff review and approval the following items:
 - i) Evidence of financing and a financing plan showing sources and uses as to how the Developer is capitalized and qualified to build the project. (“the Financing Plan”)
 - ii) A schedule of development setting forth the proposed timetable for the commencement, substantial completion and final completion of the Project inclusive of any phasing and phase delivery schedules for the proposed project (“the Development Schedule”).
 - iii) An organizational chart of the Developer that corresponds to the proposed Development Program (“the Organizational Chart”).
6. Within nine (9) months after the Entitlement Approvals, Developer shall submit final grading plan, improvement plans and Final Map prepared substantially in conformance with the Approved Tentative Map for the project. If the project is Phased this shall pertain to the first Phase only as may be applicable.
7. Within three (3) months of submittal of the final grading plans, improvement plans and final map, the City shall review and approve these plans. The Final Map will be presented to the City Council for approval and recorded as soon as possible thereafter.



CITY OF SEASIDE STAFF REPORT

Item No.: 10.B.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Sheri Damon, City Attorney

DATE: September 19, 2024

**SUBJECT: CONSIDER AMENDMENT TO THE AFFORDABLE HOUSING
AGREEMENT WITH KBB SEASIDE VENTURE LP FOR A PORTION
OF THE CAMPUS TOWN DEVELOPMENT**

RECOMMENDATION

Consider amendment to the affordable housing agreement with KBB Seaside Venture LP for their portion of the campus town development.

BACKGROUND

On or about March 5, 2020, the Seaside City Council adopted Resolution 20-11 approving the Vesting Tentative Map and the Affordable Housing Agreement for the KBB Seaside Venture LP Campus Town project. The Affordable Housing Agreement outlined the initial plan for the construction of affordable housing units, including an alternative plan that better met the needs of both the City and the development.

Accordingly, inclusionary units, both rental and for-sale, were located both within the Campus Town Specific Plan area and off-site within other areas within the City of Seaside.

The initial Affordable Housing Plan covered the entire specific planning area and outlined an initial plan for the location and distribution of the inclusionary housing units.

There were a total of 225 units planned with a distributions of 74 very low, 78 low and 73 moderate units. After the initial adoption of the Campus Town Specific Plan was adopted, the environmental review for the project was challenged in court leading to a multi-year delay going all the way to the California Supreme Court and ultimately in which the City and the real party in interest prevailed. More recently, regulatory review of the demolition and removal has led to delays in certifying the property for residential reuse.

Because of these delays the property transaction has changed from the original transaction. Now the project has a Phase 1A, 1B and 2. Additionally, some of the initial parcels are being exchanged for others, the most prominent is the Presidio of Monterey Fire station remaining in place. This has necessitated some updates to the construction and timing of the inclusionary units for the project and the updated table for the amended agreement reflects this change.

The amendment to the Affordable Housing Agreement clarifies KBB Seaside Venture LP obligation to build affordable units, since they are planning to construct 1,180 out of the 1,485 units allowed within the Campus Town Specific Planning Area. As clarified, KB will build 60 very low, 61 low and 59 moderate units totaling 180 actual units with an equivalency factor of 270.5 units. The equivalency factor is based upon receiving a "credit" for each very low in the ratio of 2:1 and for each low a ratio of 1.5:1. By applying the equivalency factor, this translates to a 22.9% affordability equivalence.

Another clarification included in the amended Inclusionary Housing Agreement is the identification of two in-fill sites to accommodate the off-site for sale housing. The two areas are City-owned parcels on Hilby adjacent to the Oldemeyer Center and on Canyon Del Rey across from Chili's and Laguna Grande Park. The total number of units on these sites will total 23, with 8 units on the Hilby Sites and 15 units on the Canyon Del Rey sites. The two in-fill sites are to be acquired by KBB from the City, with work commencing within six (6) months of closing of Phase 1(B) or Phase II, whichever comes first. KBB will acquire the sites at a price to be determined by an appraisal, allowing for the Developer to break even on the acquisition, development and construction of the 23 units. The affordability level of these units has been raised to the moderate-income level (120% AMI) to accommodate workforce housing, such as entry level fire fighters, school teachers, nurses and others. The units are anticipated to be one- and two-bedroom units with an average square footage of approximately 1,000 square feet.

The remainder of Campus Town parcels in the specific plan area will be required to comply with the Inclusionary Housing ordinance then in effect at the time of their development. At the current time, Seaside Municipal Code section 17.32.050 requires a 20% affordable housing construction, with the remaining number of units requiring 61 additional affordable units: 18 very low; 18 Low and 25 moderate.

The KBB Seaside Venture LP has been actively moving toward the implementation of its obligations under the AHA. In 2023 KBB Seaside Venture LP submitted a design review application for a 21-unit apartment building to be located at the Greater Victory Temple site. These are the units that were initially identified to be very low rental units, commencing construction upon the close of Phase 1A. Additionally, the final subdivision map for Phase 1A identifies where the four (4) inclusionary for-sale units (out of the 241 total) will be located.

A Summary of the affordable unit distribution and affordable housing plan table is attached as Exhibit C for a representation of the plan.

FISCAL IMPACT

Positive

ATTACHMENTS

1. Resolution-AHA-amendment-final
 2. Campus Town_ First Amendment to Affordable Housing Agreement(17001309.2)
 3. Inclusionary Housing Matrix 9-19-24
 4. AG 2020-148 Affordable Housing Agreement Campus Town - KB Bakewell
-

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

RESOLUTION NO. 24-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING THE AMENDED INCLUSIONARY HOUSING AGREEMENT

Recitals of Facts:

- A. WHEREAS, on or about March 5, 2020, the City of Seaside approved the Inclusionary housing agreement for the Campus Town project; and
- B. WHEREAS, KBB Seaside Venture has requested changes and clarifications to the Inclusionary Housing Agreement as the project has increased the number of phases for development and off-site locations have been identified.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEASIDE, CALIFORNIA, AS FOLLOWS:

1. The City Council does hereby find that the above recitals are accurate and are hereby incorporated in and made part of this Resolution by this reference.

2. The City Council makes the following findings pursuant to the requirements of the California Environmental Quality Act:

- A. Pursuant to the California Environmental Quality Act ("CEQA") and the Agency's local CEQA Guidelines, the City certified an Environmental Impact Report (EIR) on March 5, 2020 in connection with the City's approval of the Campus Town Specific Plan, Development Agreement and Inclusionary Housing Agreement. Pursuant to CEQA Guidelines Section 15162, no subsequent or supplemental EIR or Negative Declaration is required in connection with subsequent discretionary approvals of the same project unless: (i) substantial changes are proposed to the project that indicate new or more severe impacts on the environment; (ii) substantial changes have occurred in the circumstances under which the project was previously reviewed that indicates new or more severe environmental impacts; or (iii) new important information shows the project will have new or more severe impacts than previously considered; or (iv) additional mitigation measures are now feasible to reduce impacts or different mitigation measures can be imposed to substantially reduce impacts.

3. The City Council finds that the Amended Affordable Housing Agreement contains all the elements for an Inclusionary Housing Agreement as required by Seaside Municipal Code §17.32.050.

4. The Affordable Housing Agreement includes an Inclusionary Housing Plan that proposes an alternative means of compliance with affordable housing requirements established by Seaside Municipal Code Chapter 17. 32, as allowed by Seaside Municipal Code § 17.32. 060.

5. Consistent with the provisions of § 17. 32. 060:

- a. The proposed alternative will better serve the needs of the City and complies with the purposes of Seaside Municipal Code Chapter 17.32.
- b. The alternative will not overly concentrate inclusionary units within any specific area.
- c. The alternative will promote the feasibility of prompt construction of the inclusionary units on the property.

6. The City Council hereby approves the Amendment to the Inclusionary Housing Agreement on terms and provisions substantially in conformance with Exhibit A, attached hereto and incorporated herein by reference. The City Manager, with review and approval of the City Attorney, is authorized to sign minor refinements consistent with the Council's approval of Exhibit A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California on the ____th day of September, 2024.

AYES:	COUNCIL MEMBERS
NOES:	COUNCIL MEMBERS
ABSTAIN	COUNCIL MEMBERS
ABSENT:	COUNCIL MEMBERS

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney

This document is recorded for
the benefit of the City of Seaside
and is exempt from recording
fees pursuant to Government Code
Sections 6103 and 27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Seaside
Attn: City Clerk
440 Harcourt Avenue
Seaside, CA 93955

First Amendment to Affordable Housing Agreement ("Campus Town")

This First Amendment to the Affordable Housing Agreement ("Amendment") is made and entered into this ____ day of _____, 2024, by and between the KB Bakewell Seaside Venture II, LLC, a Delaware limited liability company ("Developer"), and the City of Seaside, a municipal corporation, and the City of Seaside in its capacity as the successor to the housing rights and obligations of the former Redevelopment Agency of the City of Seaside (collectively, "City").

RECITALS

WHEREAS, Developer and City are parties to that certain Affordable Housing Agreement ("Campus Town"), dated March 6, 2020, and recorded in the Official Records of the County of Monterey on September 3, 2020 as Document No, 2020045776 (the "Affordable Housing Agreement"); and

WHEREAS, Developer and City now desire to enter into this Amendment to set forth certain revisions to the Affordable Housing Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Developer and City hereby agree to as follows:

1. Defined Terms. All defined terms used but not defined herein are defined in the Affordable Housing Agreement.

2. Amendment to Recitals. The recitals of the Agreement are hereby amended to reflect that (i) Developer proposes to develop a Project consisting of up to 1180 residential units; (ii) Developer proposes an alternative pursuant to SMC 17.32.06 to construct 180 Affordable Units on-site and off-site, which provides an equivalent of 270 affordable housing units for purposes of the Affordable Housing Ordinance, and (iii) there are other properties within the Campus Town Planning area which will be required to provide affordable housing consistent with the Affordable Housing Ordinance's 20% affordable requirement.

3. Amendment to Exhibit C. Exhibit C attached to the Agreement is hereby deleted in its entirety and replaced with "Exhibit C" attached hereto. Developer and City hereby acknowledge and agree that the updated Exhibit C includes the following updates/revisions from the version of Exhibit C attached to the Agreement:

- 1) The City and Developer have agreed to the Hilby and Canyon Del Rey sites as suitable for the Offsite "For Sale" portion of the Agreement. The site location was previously unidentified in the Agreement.
- 2) The City and Developer have agreed that Developer will construct or cause to be constructed 23 one- and two-bedroom Offsite "For Sale" units at the Hilby and Canyon Del Ray sites with an average square footage of approximately 1000 square feet each. Prior to this Amendment, the Agreement provided for 24 Offsite "For Sale" units, with no requirements on size or design.
- 3) The 23 Offsite "For Sale" units will be made available to buyers that qualify at the Moderate-Income level (120% AMI). Prior to this Amendment, the Agreement provided that these units would be available at the Low Income level (80% AMI).
- 4) The City and Developer have agreed that the Hilby site and Canyon Del Rey site will be acquired by Developer at a price to be determined by an appraisal, allowing for the Developer to break even on the acquisition, development and construction of these 23 Offsite "For Sale" units. Prior to this Amendment, the Agreement did not address the purchase price for these sites, however it was generally assumed that the City would provide land to Developer at no cost.
- 5) The City and Developer agree that the Hilby and Canyon Del Rey sites can be built in phases. The land for the first phase will need to be acquired from the City with all approvals and permits in place to build the units upon acquisition. The first phase acquisition shall occur at the time the Developer purchases Phase 1B or Phase 2, whichever comes first. Development shall commence within 6 months of acquisition of each parcel. Prior to this Amendment, the Agreement provided that these units were to be built concurrent with Phase 1 (provided, the Agreement was signed before the City and Developer reached agreement that Phase 1 is to be bifurcated into Phase 1A and Phase 1B).

- 6) Revised Exhibit C also accounts for land swaps and additional properties being built by Developer at Campus Town, pursuant to the Second Amendment (“Second Amendment”) to Purchase and Sale Agreement and Escrow Instructions, dated February 6, 2017, for the property commonly referred to as Campus Town (“Purchase Agreement”), which Second Amendment is expected to be signed concurrently with this Amendment. Prior to this Amendment, the Agreement did not include or exclude these identified properties, as they were not part of the Purchase Agreement.

4. Amendment to Section 2.1. Section 2.1 of the Agreement is hereby amended to add the following at the end of the provision: “Exhibit C also identifies “Other Parcels” which are located within the Campus Town Planning Area and, should they be after acquired by Developer, they shall be developed in accordance with the number and distribution of units set forth in Exhibit C. Finally, where Exhibit C identifies off-site properties for construction of the affordable for sale units, the Developer agrees that, to the extent it is required to purchase property from the City, it will do so and begin construction of those units within six (6) months of the acquisition of the off-site properties.”

5. Amendment to Section 2.2. Section 2.2 of the Agreement is hereby amended to add the following at the end of the provision: “Exhibit C also identifies “Other Parcels” which are located within the Campus Town Planning Area and, should they be after acquired by Developer, they shall be developed in accordance with the number and distribution of units set forth in Exhibit C.”

6. Agreement. Except to the extent specifically provided herein, this Amendment is not intended nor does it modify, amend or revise in any way any of the provisions of the Agreement, and such Agreement remains in full force and effect as of the date hereof.

7. Counterparts. This Amendment may be executed in several counterparts all of which shall constitute one amendment, binding on all parties hereto, notwithstanding that all of the parties are not signatories to the same counterpart.

8. Applicable Law. This Amendment and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of California.

9. Entire Agreement. This Amendment and the Agreement sets forth all (and is intended by all parties to be an integration of all) of the representations, warranties, promises, agreements and understandings of the parties hereto with respect to the subject matter hereof; and there are no representations, warranties, promises, agreements or understandings, written or oral, express or implied, among them other than as set forth or incorporated by reference herein.

10. Affirmation of Agreement. Except as and to the extent expressly set forth in this Amendment, the parties hereto hereby affirm the terms and provisions of the Agreement.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

DEVELOPER:

KB BAKEWELL SEASIDE VENTURE II, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

CITY:

CITY OF SEASIDE

By: _____
Name: _____
Its: _____

Approve as to form

City Attorney

STATE OF CALIFORNIA

)

)

ss:

COUNTY OF _____

)

On _____, 2024 before me, _____ (here insert name of the officer), Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

[Seal]

STATE OF CALIORNIA)
) ss:
COUNTY OF _____)

On _____, 2024 before me, _____ (here insert name of the officer), Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

[Seal]

EXHIBIT C

NUMBER, LOCATION AND DISTRIBUTION OF AFFORDABLE UNITS

[ATTACHED]

EXHIBIT H

MAP AND SITE PLAN FOR HILLBY SITE AND CANYON DEL REY SITE

[ATTACHED]

AHA	Phase Location (SP Phase)	Housing Type	Ownership Type	Total Units (Onsite)	Inclusionary Units	Income Level	X	Equivalent Inclusionary Equiv % of Units (EIUs)	Phase	Comments	Builder
KB-B Parcels											
I (A)	Offsite - Victory Temple	Apartments	Rent	0	21	VLow	2	42	17.4%	KB-Bakewell to build offsite units on Victory Temple Site	KBB
I (A)	Onsite - Phase I (A)	THs	For Sale	113	4	Mod	1	4	1.7%	Located onsite in the Phase IA Dev Area as identified on the Final Map	KBB
I (A)	Onsite - Phase I (A)	SFDs-Alley	For Sale	128	0	Mod	1	0	0.0%		KBB
Phase Sub Total				241	25			46	19.1%		
1(B) / II	Offsite - Hilby/Canyon Del Rey (1B/II)	5-plex/8-plex	For Sale	0	23	Mod	1	23	9.5%	Offsite on Hilby and Canyon Del Rey.	KBB
II	Onsite - (Phase II)	Apartments	Rent		39	VLow	2	78	260.0%	KB-Bakewell Land Dedication of 1-2 acres site in Phase 1B to an non-profit housing group. Potential for Senior Affordable.	KBB
II	Onsite - (Phase II)	Apartments	Rent	100	61	Low	1.5	91.5	305.0%		KBB
II	Onsite - (Phase II)	Apartments	Rent		0	Mod	1	0	0.0%		KBB
II	Onsite - (Phase II)	THs	For Sale	111	2	Mod	1	2	6.7%	Located in the Phase II Dev Area	KBB
II	Onsite - (Phase II)	SFDs-Alley	For Sale	419	2	Mod	1	2	6.7%	Located in the Phase II Dev Area	KBB
II	Onsite - (Phase II)	SFDs-Alley	For Sale	16	1	Mod	1	1	3.3%	SWAP - Monterey Salinas Transit (MST) (L2.4.3.1) APN: 031	KBB
II	Onsite - (Phase II)	SFDs-Alley	For Sale	18	2	Mod	1	2	6.7%	Diocese of Monterey (L36A) APN: 031-151-037	KBB
Phase Sub Total				664	130			199.5	30.0%		
III	Onsite - (Phase II)	Apartments	Rent		0	VLow	2	0	0.0%	Market Rate Apartments with affordable component in Campus Village Center by KB-Bakewell	KBB
III	Onsite - (Phase II)	Apartments	Rent	275	0	Low	1.5	0	0.0%		KBB
III	Onsite - (Phase II)	Apartments	Rent		25	Mod	1	25	9.1%		KBB
Phase Sub Total				275	25			25	9.1%		
Totals - KB-B Parcels				1180	180	15.3%	1.50	270.5	22.9%		
Other Parcels											
TBD	Onsite - (Phase II)	SFDs-Alley	For Sale	6	1	Mod	1	1	3.3%	US Army (F5.2) APN: 031-151-043	Other
TBD	Onsite - (Phase II)	SFDs-Alley	For Sale	24	5	Mod	1	5	16.7%	Housing Authority Monterey Co. (L15.1) APN: 031-151-044	Other
Phase Sub Total				30	6			6	20.0%		
TBD	Onsite - (Phase II)	Apartments	Rent		18	VLow	2	36	13.1%	American Youth Hostel (L37) APN: 031-151-018 (North hal	Other
TBD	Onsite - (Phase II)	Apartments	Rent	275	18	Low	1.5	27	9.8%		Other
TBD	Onsite - (Phase II)	Apartments	Rent		19	Mod	1	19	6.9%		Other
Phase Sub Total				275	55			82	29.8%		
Totals - Other Parcels				305	61	20.0%	1.44	88	28.9%		
Totals - Specific Plan				1485	241	16.2%	1.49	358.5	24.1%		

Additional Requirements:

1)	Allow Equivalent Inclusionary Units at the following Ratios: VLow 2:1, Low 1.5:1, Mod 1:1	VLow	60	5.1%	120	10.2%		
		Low	61	5.2%	91.5	7.8%		
		Mod	59	5.0%	59	5.0%		
2)	All City Fees are waived for all affordable units (Onsite & Offsite) except time for building inspectors paid at cost.	KB-B Parcels	1180	180	15.3%	1.50	270.5	22.9%
3)	Allow provisions for density bonus per state law.							
		VLow	18	5.9%	36	11.8%		
		Low	18	5.9%	27	8.9%		
		Mod	25	8.2%	25	8.2%		
4)	Parcels in the Specific Plan not by KBB shall provide a minimum of 20% EIUs on their respective parcels.							
5)	Inclusionary Units to be completed prior to last occupancy of the market rate units in the respective AHA Phase.	Other Parcels	305	61	20.0%	1.44	88	28.9%
		VLow	78	5.3%	156	10.5%		
		Low	79	5.3%	118.5	8.0%		
		Mod	84	5.7%	84	5.7%		
6)	Hilby/Canyon Del Rey sites to be acquired by KB-B from City and commence work within 6 mo of the closing of Phase 1(B) or Phase II, whichever comes first.	Total Spec Plan	1485	241	16.2%	1.49	358.5	24.1%

2020045776

Stephen L. Vagnini
Monterey County Clerk-Recorder

09/03/2020 08:26 AM

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CITY OF SEASIDE

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27383

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and When recorded mail
to:

City of Seaside
Attn: City Clerk
440 Harcourt Avenue
Seaside, CA 93955

Space above reserved for use of county Recorder

**Affordable Housing Agreement
("Campus Town")**

THIS AGREEMENT, is made and entered into this 6th day of March, 2020 by and between KB Bakewell Seaside Venture II, LLC, a Delaware limited liability company ("Developer"), whose principal offices are located at 5000 Executive Parkway, Suite 125, San Ramon, California 94583, and the City of Seaside, a municipal corporation, and the City of Seaside in its capacity as the successor to the housing rights and obligations of the former Redevelopment Agency of the City of Seaside (collectively "City").

RECITALS

WHEREAS, Developer is purchasing, and will be the owner and developer of, approximately 85 acres of real property located in the area between Gigling Road and Lightfighter Drive/Colonel Durham Road (APNs: 031-151-054 (Parcel I), 031-151-056 (Parcel II), 031-151-055 (Parcel III), 031-151-032 (Parcel IV) 031-151-031 (Parcel V), 031-151-029 (Parcel VI), 031-151-039 (Parcel VII), 031-151-040 (Parcel VIII), 031-261-004 (Parcel IX), 031-261-003 (Parcel X)) that is described in the attached Exhibit A (the "Property"); and

WHEREAS, Developer proposes to develop and construct 1,485 units consisting of single-family dwellings and townhouses, condominium units, apartments and associated improvements, (the "Project"), on the above-described Property; and

WHEREAS, the Project is required to include twenty (20%) percent or 297 affordable housing unit(s) pursuant to the City's Affordable

Housing Ordinance, Chapter 17.32 of the Seaside Municipal Code (the "Affordable Housing Ordinance"); and

WHEREAS, the Developer proposes an alternative pursuant to Seaside Municipal Code ("SMC") 17.32.060 which will construct 225 affordable units (collectively, the "Affordable Units") to be built on-site and off-site and which provides an equivalent of 350 affordable housing units for purposes of the Affordable Housing Ordinance; and

WHEREAS, the City may consider amending the Affordable Housing Ordinance to promote the construction of workforce housing by allowing a residential development to substitute workforce units without recorded income restrictions for moderate income units required by the Affordable Housing Ordinance at the following equivalents: (a) each moderate income unit is equivalent to two units of workforce housing affordable to households earning at or below 120 percent of area median income, and (b) each moderate income unit is equivalent to three units of workforce housing affordable to households earning at or below 150 percent of area median income (the "Workforce Amendment"); and

WHEREAS it is the intention of Developer and the City to set forth in greater detail and specificity within this separate document the terms and conditions for producing, renting and/or selling the Affordable Units in satisfaction of the Affordable Housing Ordinance requirements applicable to the Project; and

WHEREAS, it is the intention of Developer and the City that this Agreement run with the title to the Property and be binding on all parties that have or will acquire any right, title, or interest in said Property, subject to the release provisions herein.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual terms and covenants hereinafter set forth, the parties hereby agree that Developer shall construct and provide Affordable Units as described in this Agreement.

Section 1. Definitions. Depending upon their context, certain words and phrases used in this Agreement shall have the same meaning as the definitions that are included in the Affordable Housing Ordinance. Other words and phrases used in this Agreement shall have the meanings that are defined below:

- 1.1 Intentionally omitted.
- 1.2 "Affordable Housing Ordinance", unless specifically modified by this Agreement, means Chapter 17.32 of the Seaside Municipal Code in

effect as of the date of this Agreement, a copy of which is attached hereto as Exhibit B.

- 1.3 "Affordable Ownership Cost" means the Initial sales price that meets the provisions of California Health and Safety Code 50092.5.
- 1.4 "Affordable Unit(s)" means, depending upon the context, either one or more of the affordable ownership or rental housing units, the development, rental and/or sale of which are regulated by this Agreement.
- 1.5 "Agreement" means this Affordable Housing Agreement.
- 1.6 "Bilingual" means either 1) a person who can speak and read both English and Spanish languages, or 2) documents that are written in both English and Spanish, or both.
- 1.7 "Eligible Purchaser" means persons and families of low or moderate income as defined in California Health and Safety Code section 50093.
- 1.8 "Eligible Renter" means persons and families of low or moderate income as defined in California Health and Safety Code section 50093.
- 1.9 "Excess Sales Proceeds" means ninety percent (90%) of the difference between the Maximum Allowable Sales Price and the Unrestricted Fair Market Value for an Affordable Unit that is allowed to be released from its Resale Agreement upon its sale.
- 1.10 "Maximum Allowable Sales Price" means the maximum price at which an Affordable Unit may be sold under the Affordable Housing Ordinance. The Maximum Allowable Sale Price established for each Affordable Unit is the absolute maximum price that the Developer or individual may charge for the unit or may receive as compensation for the unit. The Developer or individual owner may not charge or receive any additional amount or compensation for an Affordable Unit regardless of whether the additional amount is 1) for options, upgrades or additional improvements to the unit, 2) paid through escrow or outside of escrow, 3) paid prior to, after or as part of the purchase escrow or 4) paid in cash or in kind.
- 1.11 "Median Income" means Area Median Income as defined in the California Health and Safety Code Section 50093.
- 1.12 "Moderate Income" means the maximum income for Persons and Families of Low or Moderate Income as defined in the California Health and Safety Code Section 50093.
- 1.13 "Target Income Level(s)" means, depending upon the context, one or more of the three income levels (i.e., Median Income and

Moderate Income) to which the sale of Affordable Units must be targeted.

- 1.14 "Unrestricted Fair Market Value" means the amount that a for-sale Affordable Unit could sell for if its sales price and occupancy were not restricted under the Affordable Housing Ordinance. The City may, at its sole option, require that the Unrestricted Fair Market Value be established through an appraisal by an MAI or other qualified appraiser.

Section 2. Standards for Inclusionary Units.

- 2.1 Number, Location and Distribution of Affordable Units. The number, location and distribution and phasing of Affordable Units are specified in Exhibit C of this Agreement, are subject to such revisions as may be reasonably approved by the City Manager and City Attorney, so long as the minimum number of Affordable Units does not fall below 297 units (or its corresponding equivalency offset consistent with SMC 17.32.020A.2.). The location of each Affordable Unit within each phase of the Project shall be set forth on the final subdivision map(s) or parcel map(s) filed in the Official Records of Monterey County, California in accordance with the California Subdivision Map Act.
- 2.2 Design. Inclusionary units shall be comparable in infrastructure (including sewer, water, and other utilities), construction quality and exterior design to the market-rate units. Inclusionary units may be smaller in aggregate size and have different interior finishes and features than market-rate units so long as the interior features are durable, of good quality and consistent with contemporary standards for new housing, provided, however, notwithstanding Seaside Municipal Code Section 17.32.040, interior finishes of any off-site inclusionary units constructed pursuant to this Agreement shall be comparable to the interior finishes of the on-site For Rent market rate units. The number of bedrooms in for-sale inclusionary units shall be the same as those in the for-sale market-rate units, except that if the market-rate units provide more than four bedrooms, the inclusionary units need not provide more than four bedrooms. With respect to any building with both for-rent inclusionary units and for-rent market rate units, the number of bedrooms in the for-rent inclusionary units in a building shall be the same as those in the for-rent market rate units in that same building.
- 2.3 Timing of Construction. All required inclusionary units shall be constructed and occupied concurrently with or prior to the construction of the associated market-rate units or development as set forth in Exhibit C. Provided, however, that the last inclusionary unit in the project shall be constructed before or concurrent with the issuance of the certificate of occupancy for the final market-rate single family unit in the project.

2.4 Limits on Occupancy. Developer shall comply with Chapter 17.32.020A.2. In order to encourage the additional development of low and very-low units, Developer shall be entitled to the equivalents set forth in Section 17.32.020A.2.a. and b. of 1.5 units for each low income unit and 2 units for each additional very low unit. The Developer and the City agree that the Affordable Unit phasing plan set forth on Exhibit C substantially complies with Chapter 17.32.020A.2. If the City adopts the Workforce Amendment and it becomes effective on or before the later to occur of the Close of Escrow on Phase 1 pursuant to the Purchase and Sale Agreement and Escrow Instructions by and between the City and KB-Bakewell Seaside Venture, LLC, a California limited liability company dated February 6, 2017 or June 21, 2021, then Developer, at its election in its sole and absolute discretion, shall have the right to substitute workforce units for the moderate income for-sale units required by the Affordable Housing Agreement at the ratios set forth in the Workforce Amendment.

2.5 Duration of Affordability Restriction. Each inclusionary unit produced shall be legally restricted to occupancy by households of the income levels for which the unit was designated, for a minimum of 45 years for "for sale" units and 55 years for "rental" units.

3 Compliance Procedures

3.1 Inclusionary Housing Plan. Developer agrees to provide a more specific Inclusionary Housing Plan addressing the requirements of Chapter 17.32.050 B. However, the initial number, size and general location or phasing of very low, low- and moderate as shown on Exhibit C shall constitute the initial Inclusionary Housing Plan for purposes of approval. Minor modifications or refinements of the Initial Inclusionary Housing Plan, which do not reduce the number of affordable units below 297, as adjusted for income equivalency or reduce the percentage of affordable units identified in Exhibit C below twenty percent taking into consideration any equivalency offsets, may be made prior to the approval of a Final Map and issuance of any building permit on the Project or Project phase with the reasonable approval of the City Manager and City Attorney.

3.2 Eligibility for Occupying Inclusionary Units. Developer shall comply with the requirements of Sections 17.32.070.A and 17.32.090.A, governing income eligibility of initial occupants, whether rental or ownership. Developer shall retain the services of an independent third-party, which is mutually agreeable to City, to verify income and other eligibility requirements for occupancy of rental and for-sale units. Upon concurrence of the City Manager and City Attorney, the foregoing third-party verifier may be waived if the assignee of Developer has appropriate qualifications to conduct

such eligibility requirements.

3.3 Pricing of Affordable Units. Developer shall sell each Affordable "For Sale" Unit for a price that the eligible household will pay an affordable ownership cost as defined in California Health and Safety Code section 50052.5. Each Affordable "For Sale" unit shall be encumbered by a deed restriction in substantially the form of Exhibit E, limiting the transferability, occupancy and resale of such affordable unit in accordance with SMC Section 17.32.080, to be recorded concurrently with the sale of such unit to its initial occupants. Developer shall ensure that "For Rent" Units are provided at an Affordable Rent as that term is defined in California Health and Safety section 50053 and that "For Rent" units are restricted by either deed restrictions or a regulatory agreement for the benefit of the City, requiring ongoing compliance with the requirements of SMC 17.32.090, in substantially the form as Exhibit G.

3.4 Recordation and Release of Agreement. This Agreement shall be recorded against the title to the Property prior to the recordation of the Final Subdivision Map(s) for the Project. Upon the recordation of a Final Subdivision Map(s), the City shall release from this Agreement all parcels created by the Final Subdivision Map(s) that are not designated as Affordable Units. At the closing of the sale of any parcel containing an Affordable "For Sale" Unit, the City shall release such parcel from this Agreement, subject to the concurrent recordation of the deed restriction upon such parcel substantially in the form of Exhibit E hereto. At the closing of the sale of any parcel containing an Affordable "For Rent" Unit, the City shall release such parcel from this Agreement upon the issuance of construction financing for the Affordable "For-Rent" Units and subject to the concurrent recordation of a regulatory agreement upon such parcel substantially in the form of Exhibit G hereto.

4 Marketing and Sales of Affordable Units

4.1 General Provisions. Except where this Agreement provides otherwise, Developer shall follow the procedures and comply with the requirements of Section 17.32 and 17.33 of the Seaside Municipal Code when marketing, selling and renting the Affordable Units.

4.2 Local and Bilingual Marketing. To the extent allowed by applicable law, Developer shall make reasonable efforts to sell Affordable Units to buyers who live or work within the Seaside City Limits. To the extent necessary to ensure compliance with State and Federal fair housing laws, Developer shall employ bilingual staff or a firm with bilingual staff to market the Affordable Units and shall prepare and use bilingual sales and marketing materials for the Affordable Units.

4.3 Verification of Buyer Eligibility. No earlier than Fifteen (15) days prior to close of escrow for the sale of each Affordable "For Sale" Unit, the Developer shall provide or cause to be provided verification to the City (or an update of any previous verification) that the buyer's income does not exceed the maximum allowed for the Target Income Level for that unit. No later than seven (7) days following receipt of Developer's submission of such income verification, the City shall provide written notice to Developer if the City disputes the income-qualification of the proposed buyer.

4.4 Individual Regulatory, Security and Disclosure Documents. Prior to the sale of each Affordable Unit, Developer shall ensure that:

4.4.1 The buyer signs a Buyer's Occupancy and Resale Agreement with Option to Purchase (hereinafter "Resale Agreement"), which is in the form that is attached as Exhibit E to this Agreement. The Resale Agreements shall be recorded against the title to each unit immediately following the liens for any loans that are obtained by the home buyer to finance the purchase of the unit.

4.4.2 The buyer signs a Deed of Trust, which is in the form that is attached as Exhibit F to this Agreement, to secure performance of the buyer's obligations under the Resale Agreement including, should the buyer fail to comply with the terms of the Resale Agreement, payment of Excess Sales Proceeds. The Deed of Trust shall be recorded against the title to the unit following the liens for any loans that are obtained by the home buyer to finance the purchase of the unit.

4.4.3 The buyer signs a Disclosure concerning the Affordable Housing Ordinance, the Resale Agreement and the Deed of Trust, which is in a form that will be provided or reasonably approved by the City Manager and City Attorney.

5 Default. Failure of the Developer to cure any default in the Developer's obligations under the terms of this Agreement within Sixty (60) days after the delivery of a notice of default from the City (or where the default is of the nature which cannot be cured within such Ninety (90)-day period, the failure of the Developer to commence to cure such default within One-Hundred Twenty (120)-day period or to proceed diligently to complete the cure of such a default within One-Hundred Eighty (180) days will constitute a default under the Development Agreement and a failure to satisfy the land use conditions of approval with respect to the Property and the requirements of the Affordable Housing Ordinance; and the City may exercise any and all remedies available to it with respect to the Developer's failure to satisfy the requirements of the Development Agreement and land use conditions

of approval including but not limited to the withholding of building permits for the Market Units within the Subject Property.

5.1 Cross Default. If Developer and the City have entered into a Development Agreement as part of City's approval for this Project, a default under this Agreement shall also constitute a default under the Development Agreement.

6 Other Provisions. The following terms and conditions shall also apply to this Agreement and the development and sale of the Affordable Units that are governed by this Agreement.

6.1 Term of Agreement. This Agreement shall remain in force until the later of (i) six (6) months following the sale of the last Affordable "For Sale" Unit to an income-qualified initial buyer, or (ii) the date of recordation of a Rental Unit Affordable Housing Regulatory Agreement for the apartment building containing the last Affordable "For Rent" Unit.

6.2 Term of Affordability. Each Affordable "For Sale" Unit shall remain affordable for a minimum period of Forty-Five (45) years from the date of its sale by Developer to an income-qualified initial buyer. Each Affordable "For Rent" Unit shall remain affordable for a minimum period of Fifty-Five (55) years from the date of the first occupancy of a Rental Unit after the recordation of the Rental Unit Affordable Housing Regulatory Agreement for the apartment building containing such unit.

6.3 Seaside Municipal Code. Unless the text of this Agreement specifies otherwise, any reference to a Section number is a reference to the Seaside Municipal Code.

6.4 No Joint Venture or Partnership. Nothing contained in this Agreement or any document executed with this Agreement shall be construed as creating a joint venture or partnership between the City and Developer.

6.5 Reporting and Compliance Monitoring. Compliance with the requirements of this Agreement covering the initial sale of the Affordable Units shall be reported to the City by the Developer on a form reasonably acceptable to the City Manager or his designee. Developer shall provide the City with other reports as reasonably required by the City to verify compliance with this Agreement.

6.6 Appointment of Other Agencies. At its sole discretion, City may designate, appoint or contract with any other public agency, for-profit or non-profit organization to perform the City's obligations under this Agreement.

6.7 Burden to Run with Property. The covenants and conditions

herein contained shall apply to and bind the heirs, executors, administrators, successors, transferees, and assignees of all the parties having or acquiring any right, title or interest in or to any part of the Property and shall run with and burden the Property until terminated or released in accordance with the provisions hereof. Prior to the issuance of building permits, the Developer shall expressly make the conditions and covenants contained in this Agreement a part of any deed or other instrument conveying any interest in the Property.

Notwithstanding anything to the contrary set forth in this Agreement, Individual purchasers of units pursuant to any approved public report in compliance with the California Subdivided Lands Act, and mortgage lenders holding deeds of trust on such individual units after sale to such purchasers, shall not be subject to the terms of this Agreement; and the terms of this Agreement shall be of no further force or effect with respect to such completed unit on the date of the recordation of a deed to the individual purchaser (with respect to Affordable "For Sale" Units) or the date of the recordation of Rental Unit Affordable Housing Regulatory Agreement for the apartment building containing such unit (with respect to Affordable "For Rent" Units).

6.8 **Hold Harmless.** Developer will indemnify and hold harmless (without limit as to amount) City and its elected officials, officers, employees and agents in their official capacity (hereinafter collectively referred to as "Indemnitees"), and any of them, from and against all loss, all risk of loss and all damage (including expense) sustained or incurred because of or by reason of any and all claims, demands, suits, actions, judgments and executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of or relating in any manner to the development of the Property or the sale of units on the Property, and shall protect and defend Indemnities, and any of them with respect thereto; provided, however, that Developer shall not be required to indemnify, defend or hold harmless any of the Indemnitees from claims, losses, damages, costs and expenses related to the negligence or willful misconduct of any of the Indemnitees.

6.9 **Insurance.** Developer shall obtain, at its expense, comprehensive general liability insurance for the development of the Property naming Indemnities as additional named Insured's with aggregate limits of not less than Two Million Dollars (\$2,000,000) for bodily injury and death and property damage, including coverage for contractual liability and products and completed operations purchased by Developer from an insurance company duly licensed to engage in the business of issuing such insurance in the State, with a current Best's Key Rating of not less than A-V, such insurance to be

evidenced by an endorsement which so provides and delivered to the City Clerk prior to the issuance of any building permit for the development of the Property.

- 6.10 Recording of Agreement.** The parties hereto shall cause this Agreement to be recorded against the Property in the official Records of the County of Monterey.
- 6.11 Mortgagees Protection.** No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Agreement shall defeat or render invalid or in any way impair the lien or charge of any permitted deed of trust recorded on the Property provided, however, that any subsequent owner of the Property shall be bound by the covenants, conditions, restrictions, limitations and provisions of this Agreement, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.
- 6.12 Estoppel Certificate.** Upon the request of the Developer, the City shall, through the City Manager, provide Developer and any potential lender or purchaser, with an estoppel certificate by which the City confirms that neither Developer nor the City is in default hereof (or setting forth such defaults) and confirming such other factual matters as Developer or such potential lender or purchaser may reasonably request and the addressees of such estoppel certificates shall be entitled to rely upon the information contained therein.
- 6.13 Third Party Beneficiaries.** This Agreement is made for the sole protection and benefit of City, and its permitted Successors. No other person shall have the right of action based on any provision of this Agreement.
- 6.14 Warranties.** Each party executing this Agreement warrants they have to legal right to bind their respective parties and encumber the land.
- 6.15 Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California. Jurisdiction shall be the County of Monterey.
- 6.16 Partial Invalidity or Unenforceability.** If any provision of this Agreement shall be determined by a court to be invalid and/or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of California which became effective after the effective date of this Agreement, then the remaining provisions of this Agreement shall nevertheless remain in full force and effect.
- 6.17 Notices and Correspondence.** Any notices and correspondence

concerning this Agreement shall be sent to the parties at the following addresses:

City
Clerk
Community Development Department
440 Harcourt Ave
Seaside, CA 93955

Developer
Contact Name
CO
Address
City, State Zip

Electronic Copy to:
cityattorney@ci.seaside.ca.us

In Witness Whereof, the parties have executed this Affordable Housing Agreement as of the day and year written above.

KB Bakewell Seaside Venture II, LLC,
a Delaware limited liability company

By: [Signature]
Name

Its: SVP
Title

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF MONTEREY

On _____ before me, _____ Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

"A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

STATE OF California)SS
COUNTY OF Contra Costa)

On August 17, 2020, before me, Sara L. Robbins, Notary Public, personally appeared Jeffrey P. McMullen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Sara L. Robbins



My Commission Expires: Mar 16, 2021

This area for official notarial seal

Notary Name: Sara L. Robbins

Notary Registration Number: 2186676

Notary Phone: 925-983-4524

County of Principal Place of Business: Contra Costa

City


Craig Malin, City Manager

Approved as to Form


City Attorney
Sheri L. Damon

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF MONTEREY

On _____ before me, *see attached* _____ Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

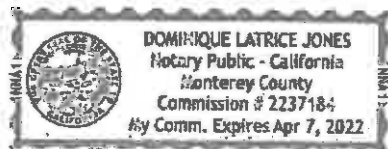
State of California

County of Monterey

On August 26, 2020 before me, Dominique Latrice Jones
Date Here Insert Name and Title of the Officer

personally appeared Craig Malin
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Dominique Latrice Jones
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Affordable Housing Agreement ("Campus Town")

Document Date: March 16, 2020 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Craig Malin

☒ Corporate Officer – Title(s): City Manager

☐ Partner – ☐ Limited ☐ General

☒ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: City of Seaside

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Exhibits

Exhibit A - Legal Description

Exhibit B - Affordable Housing Ordinance

Exhibit C - Number, Location and Distribution of Affordable Units [KB Spreadsheet]

Exhibit D - Sample Sales Price Calculation

Exhibit E - Form of Resale Agreement

Exhibit F - Form of Deed of Trust

Exhibit G - Form of Rental Unit Affordable Housing Regulatory Agreement

EXHIBIT A
LEGAL DESCRIPTION
[ATTACHED]

Exhibit A

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

The portion of the former Fort Ord Military Reservation in Rancho Noche Buena, in the City of Seaside, County of Monterey, State of California described as follows:

A portion of Parcel 3 as per map recorded in Volume 21, Page 83 of Surveys in the Office of the County Recorder of said county, more particularly described as follows:

Beginning at the northwest corner of said Parcel 3 as per said map, designated and shown a point seventy-four (74) on page 4 of 9 thereon; thence along the northerly boundary of said Parcel 3 the following three (3) courses

- 1) North 88° 00' 00" East, 1,473.85 feet to the beginning of a curve, concave south, having a radius of 895.00 feet; thence
- 2) Easterly 224.55 feet along said curve, through a central angle of 14° 22' 30"; thence
- 3) South 77° 37' 30" East, 21.77 feet to the beginning of a curve, concave southwest, having a radius of 260.00 feet; thence leaving said boundary of said Parcel 3
- 4) Southeasterly 461.03 feet along said curve, through a central angle of 101° 35' 49"; thence
- 5) South 23° 58' 19" West, 195.81 feet to the beginning of a non-tangent curve, concave to the south, having a radius of 131.30 feet, and from which beginning a radial bears North 16° 47' 48"; thence
- 6) Westerly, 171.15 feet along said curve, through a central angle of 74° 40' 59" to the beginning of a reverse curve, concave northwest, having a radius of 120.00 feet; thence
- 7) Southwesterly, 123.06 feet along said curve, through a central angle of 58° 45' 31" to the beginning of a reverse curve, concave south, having a radius of 413.66 feet; thence
- 8) Westerly, 215.22 feet along said curve, through a central angle of 29° 48' 34"; thence
- 9) South 61° 03' 46" West, 142.81 feet; thence
- 10) North 02° 32' 34" East, 249.44 feet to the beginning of a curve, concave to the southwest, having a radius of 50.55 feet; thence
- 11) Northwesterly, 79.79 feet along said curve, through a central angle of 90° 26' 36"; thence
- 12) North 87° 54' 02" West, 1,363.25 feet to a point on the westerly boundary of said Parcel 3; thence along said westerly boundary the following three (3) courses
- 13) North 37° 50' 06" East, 151.61 feet to the beginning of a curve, concave to the west, having a radius of 357.00 feet; thence
- 14) Northerly, 271.09 feet along said curve, through a central angle of 43° 30' 36"; thence
- 15) North 05° 40' 29" West, 18.97 feet to the Point of Beginning. The bearing North 87° 33' 00" West as measured between monuments found along the westerly boundary of Parcel 3 as per Volume 21, Page 83 of Surveys, records of Monterey County, California, is the basis of bearings for this description.

Excepting therefrom mineral rights with right of surface entry in a manner that does not unreasonably interfere with Grantee's development and quiet enjoyment of the property as reserved in the "Quitclaim Deed..." executed by United States of America, recorded August 28, 2008, Instrument No. 2008057085,

Official Records, Monterey County.

PARCEL II:

That portion of the former Fort Ord Military Reservation in Rancho Noche Buena, In the City of Seaside, County of Monterey, State of California described as follows:

A portion of Parcel 3 as per map recorded in Volume 21, Page 83 of Surveys in the Office of the County Recorder of said county, more particularly described as follows:

Beginning at the most northeasterly corner of said Parcel 3 as per said map designated and shown as point seventy-seven (77) on page 4 of 9 thereon; thence along the easterly boundary of said Parcel 3

- 1) South $02^{\circ} 10' 30''$ West, 158.83 feet; thence leaving said easterly boundary
- 2) North $87^{\circ} 49' 30''$ West, 248.60 feet; thence
- 3) South $23^{\circ} 58' 19''$ West, 334.69 feet; thence
- 4) North $66^{\circ} 01' 41''$ West, 120.00 feet; thence
- 5) North $23^{\circ} 58' 19''$ East, 195.81 feet to the beginning of a curve, concave to the southwest, having a radius of 260.00 feet; thence
- 6) Northwesterly 461.03 feet along said curve, through a central angle of $101^{\circ} 35' 49''$; thence
- 7) South $77^{\circ} 37' 30''$ East, 616.70 feet to the Point of Beginning.

The bearing of North $87^{\circ} 33' 00''$ West along the westerly boundary of Parcel 3 as per Volume 21, Page 83 of Surveys, records of Monterey County, California, is the basis of bearings for this description.

Excepting therefrom mineral rights with right of surface entry in a manner that does not unreasonably interfere with Grantee's development and quiet enjoyment of the property as reserved in the "Quitclaim Deed..." executed by United States of America, recorded August 28, 2008, Instrument No. 2008057085, Official Records, Monterey County.

PARCEL III:

That portion of the former Fort Ord Military Reservation in Rancho Noche Buena, in the City of Seaside, County of Monterey, State of California described as follows:

A portion of Parcel 3 as per map recorded in Volume 21, Page 83 of Surveys in the Office of the County Recorder of said county, more particularly described as follows:

Beginning at a point that bears South $02^{\circ} 10' 30''$ West, 158.83 feet from the most northeasterly corner of said Parcel 3 as per said map, designated and shown as point seventy-seven (77) on page 4 of 9 thereon; thence along the easterly boundary of said Parcel 3,

- (1) South $02^{\circ} 10' 30''$ West, 1,074.09 feet to a point designated and shown as point seventy-eight (78) on page 4 of 9 thereon; thence leaving said boundary of said Parcel 3
- (2) North $87^{\circ} 48' 54''$ West, 147.32 feet; thence
- (3) North $01^{\circ} 36' 08''$ East, 8.35 feet; thence
- (4) North $87^{\circ} 47' 46''$ West, 438.71 feet to the beginning of a curve, concave northeast, having a radius of 60.00 feet; thence
- (5) northwesterly 117.04 feet along said curve, through a central angle of $111^{\circ} 46' 04''$; thence
- (6) North $23^{\circ} 58' 19''$ East, 1,058.92 feet; thence

(7) South 87° 49' 30" East, 248.60 feet to the Point of Beginning.
The bearing of North 87° 33' 00" West along the westerly boundary of Parcel 3 as per Volume 21, Page 83 of Surveys, records of Monterey County, California, is the basis of bearings for this description.

Excepting therefrom mineral rights with right of surface entry in a manner that does not unreasonably interfere with Grantee's development and quiet enjoyment of the property as reserved in the "Quitclaim Deed..." executed by United States of America, recorded August 28, 2008, Instrument No. 2008057086, Official Records, Monterey County.

PARCEL IV:

All that certain real property situate in Rancho Noche Buena, Monterey City Lands, Tract No. 1, City of Seaside, County of Monterey, State of California, being a portion of Parcel 1, as said Parcel 1 is shown and so designated on map filed for record in Volume 19, "Surveys", at Page 1, Records of Monterey County, California, said portion being more particularly described as follows:

Beginning at the northerly terminus of the most westerly line of Parcel 1, as said Parcel 1 is shown and so designated on the map filed for record in Volume 23, "Surveys", at Page 96, Records of Monterey County, California; thence from said Point of Beginning;

(1) South 87° 46' 00" East, 334.96 feet; thence

(2) North 2° 08' 00" East, 159.92 feet; thence

(3) North 87° 46' 00" West, 334.84 feet; thence

(4) South 2° 10' 30" West, 159.92 feet, to the Point of Beginning.

Excepting therefrom all mineral rights with the right of surface entry in a manner that does not unreasonably interfere with the development and quiet enjoyment of the property, as reserved in the Quitclaim Deed executed by United States of America, and recorded April 21, 2004, Instrument No. 2004038303, Official Records.

PARCEL V:

All that certain real property situate in Rancho Noche Buena, Monterey City Lands No. 1, City of Seaside, County of Monterey, State of California, being Parcel 12, as said Parcel 12 is shown and so designated on the map filed for record in Volume 22, "Surveys", at Page 24, Records of Monterey County, California, said parcel being more particularly described as follows:

Beginning at the northwesterly corner of Parcel 12; thence

(1) South 87° 45' 04" East, 821.44 feet; thence

(2) South 2° 13' 00" West, 202.37 feet; thence

(3) North 87° 46' 00" West, 819.31 feet; thence

(4) North 2° 09' 00" East, 171.10 feet; thence, non-tangentially

(5) Northwesterly, along the arc of a curve to the left, concave to the southwest, the center of which bears North 87° 56' 56" West, 289.24 feet, through a central angle of 6° 15' 08", a distance of 31.56 feet, to the Point of Beginning.

Excepting therefrom all mineral rights with the right of surface entry in a manner that does not unreasonably interfere with the development and quiet enjoyment of the property, as reserved in the Quitclaim Deed executed by United States of America, and recorded April 21, 2004, Instrument No. 2004038303, Official Records.

PARCEL VI: :

All that certain real property situate in Rancho Noche Buena, Monterey City Lands Tract No. 1, City of

Seaside, County of Monterey, State of California described as follows:

A portion of Parcel 1, as said Parcel 1 is shown and so designated on the map filed for record in Volume 23 of "Surveys", at Page 96, Records of Monterey County, California, said portion being more particularly described as follows:

Beginning at the northerly terminus of the westerly most line of Parcel 1, as shown on said map; thence, from said Point of Beginning,

(1) South 87° 46' 00" East, 394.96 feet to a point on the westerly line of Parcel 2, as shown on said map; thence, along the westerly and southerly lines of said Parcel 2,

(2) South 02° 08' 23" West, 200.07 feet to a 1-1/4" iron pipe tagged "RCE 15310"; thence

(3) South 87° 46' 30" East, 464.58 feet to a 1-1/4" iron pipe tagged "RCE 15310"; thence

(4) South 02° 15' 21" West, 23.02 feet to a 1-1/4" iron pipe tagged "RCE 15310"; thence

(5) South 87° 46' 00" East, 473.29 feet to a 1-1/4" iron pipe tagged "RCE 15310"; thence, leaving said boundary of said Parcel 2,

(6) South 02° 14' 00" West, 263.17 feet to a point on the southerly boundary of said Parcel 1; thence along the southerly and westerly boundary of said Parcel 1,

(7) North 87° 49' 30" West, 187.15 feet to a 1-1/4" iron pipe tagged "RCE 15310"; thence

(8) South 02° 10' 12" West, 224.79 feet to a 1-1/4" iron pipe tagged "RCE 15310"; thence

(9) North 87° 49' 37" West, 1103.28 feet to a brass tag in walk stamped "RCE 15310"; thence

(10) North 02° 14' 12" East, 12.99 feet to a 1-1/4" iron pipe tagged "RCE 15310"; thence

(11) North 87° 49' 30" West, 42.25 feet; thence

(12) North 02° 10' 30" East, 699.39 feet to the Point of Beginning.

Excepting therefrom all mineral rights with the right of surface entry in a manner that does not unreasonably interfere with the development and quiet enjoyment of the property, as reserved in the Quitclaim Deed executed by United States of America, and recorded October 17, 2002, Instrument No. 2002097675, Official Records, and amended February 23, 2011, Instrument No. 2011010801, Official Records.

PARCEL VII:

All that certain real property situate in Rancho Noche Buena, Monterey City Lands Tract No. 1, City of Seaside, County of Monterey, State of California, being a portion of Parcel 4, as said Parcel 4 is shown and so designated on map filed for record in Volume 23, "Surveys", at Page 96, Records of Monterey County, California, said portion being more particularly described as follows:

Beginning at the northeasterly corner of Parcel 4, as shown on said map; thence from said Point of Beginning,

(1) South 2° 14' 00" West, 324.24 feet; thence

(2) North 87° 46' 00" West, 392.97 feet; thence

(3) South 15° 36' 00" West, 312.79 feet; thence

(4) North 87° 23' 00" West, 197.15 feet; thence

(5) South 60° 24' 00" West, 56.50 feet; thence

- (6) South 87° 12' 30" West, 117.57 feet; thence
- (7) North 02° 10' 21" East, 81.94 feet; thence
- (8) South 87° 49' 30" East, 184.43 feet; thence
- (9) North 10° 27' 00" West, 236.04 feet; thence
- (10) North 30° 43' 16" West, 36.81 feet; thence
- (11) North 87° 47' 21" West, 109.80 feet; thence
- (12) North 02° 14' 00" East, 205.98 feet; thence
- (13) South 87° 46' 00" East, 274.63 feet; thence
- (14) North 02° 14' 00" East, 118.10 feet; thence
- (15) South 87° 46' 00" East, 550.23 feet, to the Point of Beginning.

Excepting therefrom mineral rights with right of surface entry in a manner that does not unreasonably interfere with Grantee's development and quiet enjoyment of the property as reserved in the "QuitclaimDeed..." executed by United States of America, recorded April 21, 2004, Instrument No. 2004038303, Official Records, Monterey County.

PARCEL VIII:

All that certain real property situate in Rancho Noche Buena, Monterey City Lands Tract No. 1, City of Seaside, County of Monterey, State of California, being a portion of the "Seaside V" parcel, as said parcel is shown and so designated on the map filed for record in Volume 23, "Surveys", at Page 96, Records of Monterey, California, said portion being more particularly described as follows:

Beginning at the northeasterly corner of the "Seaside V" parcel; thence,

- (1) South 02° 12' 30" West, 60.00 feet; thence
- (2) North 87° 45' 49" West, 414.88 feet; thence
- (3) South 02° 14' 47" West, 155.03 feet; thence
- (4) South 87° 46' 07" East, 414.99 feet; thence
- (5) South 02° 12' 30" West, 653.19 feet; thence
- (6) North 87° 49' 30" West, 1025.78 feet; thence
- (7) North 02° 14' 01" East, 779.15 feet; thence, non-tangentially,
- (8) Northwestery, along the arc of a curve to the left, concave to the southwest, the center of which bears North 87° 46' 17" West, 30.00 feet, through a central angle of 90° 00' 00", a distance of 47.12 feet; thence
- (9) North 87° 46' 17" West, 201.00 feet; thence
- (10) South 02° 14' 00" West, 809.37 feet; thence
- (11) North 87° 49' 19" West, 855.18 feet; thence
- (12) North 02° 10' 21" East, 142.85 feet; thence

- (13) North 87° 12' 30" East, 117.57 feet; thence
- (14) North 60° 24' 00" East, 56.50 feet; thence
- (15) South 87° 23' 00" East, 197.15 feet; thence
- (16) North 15° 36' 00" East, 312.79 feet; thence
- (17) South 87° 46' 00" East, 392.97 feet; thence
- (18) North 02° 14' 00" East, 324.24 feet; thence
- (19) North 87° 46' 00" West, 550.23 feet; thence
- (20) South 02° 14' 00" West, 118.10 feet; thence
- (21) North 87° 46' 00" West, 274.63 feet; thence
- (22) South 02° 14' 00" West, 205.98 feet; thence
- (23) South 87° 47' 21" East, 109.80 feet; thence
- (24) South 30° 43' 16" East, 36.81 feet; thence
- (25) South 10° 27' 00" East, 236.04 feet; thence
- (26) North 87° 49' 42" West, 851.79 feet; thence
- (27) North 02° 13' 56" East, 556.13 feet; thence, non-tangentially,
- (28) Northwesterly, along the arc of a curve to the left, concave to the southwest, the center of which bears North 87° 46' 24" West, 30.00 feet, through a central angle of 90° 00' 22", a distance of 47.13 feet to a point of cusp; thence; thence
- (29) North 87° 45' 57" West, 878.30 feet; thence, non-tangentially
- (30) Southwesterly, along the arc of a curve to the left, concave to the southeast, the center of which bears South 02° 11' 48" West, 30.00 feet; through a central angle of 90° 09' 38", a distance of 47.21 feet to a point of cusp; thence
- (31) South 02° 08' 23" West, 69.85 feet; thence
- (32) North 87° 46' 00" West, 60.00 feet; thence
- (33) North 02° 08' 00" East, 159.92 feet; thence
- (34) South 87° 46' 00" East, 874.31 feet; thence
- (35) North 02° 15' 00" East, 202.37 feet; thence
- (36) South 87° 46' 09" East, 256.86 feet; thence
- (37) South 02° 15' 00" West, 202.38 feet; thence
- (38) South 87° 45' 59" East, 1112.75 feet; thence
- (39) South 87° 46' 17" East, 1533.74 feet, to the Point of Beginning.

Excepting Therefrom a 0.41 acre parcel of land, more particularly known as "F5.2", as designated for

Economic Development Conveyance, more particularly described as follows: All that certain real property situate in Rancho Noche Buena, Monterey City Lands Tract No. 1, City of Seaside, County of Monterey, State of California, being Parcel 2, as said Parcel 2 is shown and so designated on the map filed for record in Volume 20, "Surveys", at Page 71, Records of Monterey County, California, said portion being more particularly described as follows:

Commencing at the northeasterly corner of the "Seaside V" parcel, as said parcel is shown and so designated on the map filed for record in Volume 23, "Surveys", at Page 96, Records of Monterey County, California;

thence, westerly along the northerly line of Colonel Durham Road as shown on said map, North $87^{\circ} 46' 17''$ West, 1533.74 feet to a 1-1/4" iron pipe with plastic plug marked "RCE 15310"; thence, North $87^{\circ} 45' 59''$ West, 1035.84 feet; thence, South $02^{\circ} 40' 54''$ West, 60.00 feet to the True Point of Beginning; thence from said True Point of Beginning,

(1) South $02^{\circ} 40' 54''$ West, 120.15 feet; thence

(2) North $87^{\circ} 47' 08''$ West, 18.45 feet; thence

(3) North $87^{\circ} 45' 13''$ West, 130.27 feet; thence

(4) North $02^{\circ} 14' 30''$ East, 90.12 feet; thence, non-tangentially

(5) Northeasterly, along the arc of a curve to the right, concave to the southeast, the center of which bears South $87^{\circ} 56' 13''$ East, 30.00 feet, through a central angle of $90^{\circ} 01' 46''$, a distance of 47.14 feet to a point of cusp; thence

(6) South $87^{\circ} 43' 34''$ East, 119.72 feet, to the True Point of Beginning.

Also Excepting Therefrom a 1.16 acre parcel of land, more particularly known as "L15.1", as designated for Economic Development Conveyance, more particularly described as follows:

All that certain real property situate in Rancho Noche Buena, Monterey City Lands Tract No. 1, City of Seaside, County of Monterey, State of California, being Parcel 1, as said Parcel 1 is shown and so designated on the map filed for record in Volume 21, "Surveys", at Page 96, Records of Monterey County, California, said portion being more particularly described as follows:

Commencing at the northeasterly corner of the "Seaside V" parcel, as said parcel is shown and so designated on the map filed for record in Volume 23, "Surveys", at Page 96, Records of Monterey County, California; thence westerly along the northerly line of Colonel Durham Road as shown on said map, North $87^{\circ} 46' 17''$ West, 1533.74 feet to a 1-1/4" iron pipe with plastic plug marked "RCE 15310"; thence, North $87^{\circ} 45' 59''$ West, 1035.38 feet; thence, South $02^{\circ} 40' 54''$ West, 60.00 feet to the True Point of Beginning; thence from said True Point of Beginning,

(1) South $87^{\circ} 46' 19''$ East, 180.23 feet; thence, non-tangentially

(2) Southeasterly, along the arc of a curve to the right, concave to the southwest, the center of which bears South $02^{\circ} 13' 56''$ West, 30.00 feet, through a central angle of $90^{\circ} 00' 42''$, a distance of 47.13 feet to a point of cusp; thence,

(3) South $02^{\circ} 12' 56''$ West, 299.03 feet; thence

(4) North $87^{\circ} 47' 27''$ West, 229.51 feet; thence

(5) North $02^{\circ} 10' 34''$ East, 208.96 feet; thence

(6) South $87^{\circ} 47' 08''$ East, 18.45 feet; thence

(7) North $02^{\circ} 40' 54''$ East, 120.15 feet to the True Point of Beginning.

Also Excepting Therefrom a 1.16 acre parcel of land, more particularly known as "L36", as designated for

Economic Development Conveyance, more particularly described as follows:

All that certain real property situate in Rancho Noche Buena, Monterey City Lands Tract No. 1, City of Seaside, County of Monterey, State of California, being a portion of Parcel 4 (Exception), as said Parcel 4 is shown and so designated on the map filed for record in Volume 23, "Surveys", at Page 96, Records of Monterey County, California, said portion being more particularly described as follows:

Commencing at the northeasterly corner of the "Seaside V" parcel, as said parcel is shown and so designated on the map filed for record in Volume 23, "Surveys", at Page 96, Records of Monterey County, California; thence, westerly along the northerly line of Colonel Durham Road as shown on said map, North 87° 46' 17" West, 1533.74 feet to a 1-1/4" Iron pipe with plastic plug marked "RCE 15310"; thence, North 87° 45' 59" West, 605.36 feet; thence South 02° 14' 32" West, 60.03 feet to a 3/4" Iron pipe with plastic plug marked "RCE 15310", said point being the True Point of Beginning; thence, from said True Point of Beginning,

(1) South 02° 14' 01" West, 118.08 feet; thence,

(2) South 02° 14' 50" West, 205.76 feet; thence,

(3) North 87° 47' 14" West, 156.10 feet; thence,

(4) North 02° 12' 53" East, 293.91 feet; thence, non-tangentially,

(5) Northeasterly, along the arc of a curve to the right, concave to the southeast, the center of which bears South 87° 47' 14" East, 30.00 feet, through a central angle of 90° 03' 54", a distance of 47.16 feet to a point of cusp; thence

(6) South 87° 45' 22" East, 126.23 feet to the True Point of Beginning.

Also Excepting therefrom mineral rights with right of surface entry in a manner that does not unreasonably interfere with Grantee's development and quiet enjoyment of the property as reserved in the "Quitclaim Deed..." executed by United States of America, recorded December 15, 2004, Instrument No. 2004132661, and re-recorded February 8, 2005, Instrument No. 2005012847, Official Records, Monterey County.

PARCEL IX:

Certain real property situate in the City of Seaside, County of Monterey, State of California, being a portion of the Fort Ord Military Reservation, Parcel 1, as shown on that map filed September 7, 1994, in Volume 19 Surveys, Page 1, at records of Monterey County, California, being more particularly described as follows:

Beginning at a point on the north side of a sixty foot wide road shown as Colonel Durham Road on that map filed August 25, 2003, in Volume 26 Surveys at Page 102, from which the southeast corner of Parcel "1" as shown on that map filed September 27, 1996, in Volume 20 of Surveys at Page 71, records of Monterey County, California, bears South 2° 13' 43" East, 1290.75 feet; thence leaving said road,

(1) North 2° 13' 43" East, 87.03 feet; thence,

(2) South 87° 46' 17" East, 168.05 feet; thence

(3) South 2° 13' 43" West, 87.03 feet to a point on the north side of said road; thence,

(4) along the north line of said road, South 87° 46' 17" East, 168.05 feet to the point of beginning.

Excepting therefrom mineral rights with right of surface entry in a manner that does not unreasonably interfere with Grantee's development and quiet enjoyment of the property as reserved in the "Quitclaim Deed..." executed by United States of America, recorded December 15, 2004, Instrument No. 2004132661, and re-recorded February 8, 2005, Instrument No. 2005012847, Official Records, Monterey County.

PARCEL X:

Certain real property situate in the City of Seaside, County of Monterey, State of California, being a portion of the Fort Ord Military Reservation, Parcel 1, as shown on that map filed September 7, 1994, in Volume 19,

Surveys, at Page 1, records of Monterey County, California, being more particularly described as follows: Beginning at a point on the north side of a sixty foot wide road shown as Colonel Durham Road on that map filed August 25, 2003, in Volume 26 Surveys at Page 102, from which the southeast corner of Parcel "1" as shown on that map filed September 27, 1996, in Volume 20, of Surveys at Page 71, records of Monterey County, California, bears South 2° 13' 43" East, 672.77 feet; thence leaving said road,

(1) North 2° 13' 43" East, 87.03 feet; thence

(2) South 87° 46' 17" East, 168.03 feet; thence

(3) South 2° 13' 43" West, 87.03 feet to a point on the north side of said road; thence,

(4) along the north line of said road, South 87° 46' 17" East, 168.03 feet to the point of beginning.

Excepting therefrom mineral rights with right of surface entry in a manner that does not unreasonably interfere with Grantee's development and quiet enjoyment of the property as reserved in the "Quitclaim Deed," executed by United States of America, recorded December 15, 2004, Instrument No. 2004132661, and re-recorded February 8, 2005, Instrument No. 2005012847, Official Records, Monterey County. APN: 031-151-054 (Parcel I), 031-151-056 (Parcel II), 031-151-055 (Parcel III), 031-151-032 (Parcel IV), 031-151-031 (Parcel V), 031-151-029 (Parcel VI), 031-151-039 (Parcel VII), 031-151-040 (Parcel VIII), 031-261-004 (Parcel IX), 031-261-003 (Parcel X)

Exhibit B
Affordable Housing Ordinance

[Attached]

Chapter 17.32

AFFORDABLE HOUSING REQUIREMENTS

Sections:

- 17.32.010 Purpose
- 17.32.020 Applicability
- 17.32.030 Exemptions
- 17.32.040 Standards for Inclusionary Units
- 17.32.050 Compliance Procedures
- 17.32.060 Alternatives
- 17.32.070 Eligibility for Occupying Inclusionary Units
- 17.32.080 Owner-Occupied Units
- 17.32.090 Rental Units
- 17.32.100 Adjustments, Waivers
- 17.32.110 Enforcement

17.32.010 Purpose

The purpose of this chapter is to:

- A.** Encourage the development and availability of housing affordable to a broad range of households with varying income levels within City as mandated by Government Code Section 65580 et seq.;
- B.** Offset the demand for affordable housing created by new development, and mitigate environmental and other impacts that accompany new development by protecting the economic diversity of the City's housing stock, reducing traffic, transit and related air quality impacts, promoting jobs/housing balance, and reducing the demands placed on transportation infrastructure in the region;
- C.** Implement the policies of the Housing Element of the General Plan.

17.32.020 Applicability

A. Inclusionary requirement. Each residential development, including a condominium conversion, shall be designed and constructed to provide at least 20 percent of the total units as inclusionary units restricted for occupancy by moderate-, low- or very low-income households. The number of inclusionary units required for a particular project will be determined only once, at the time of Tentative Map or Parcel Map approval, or for developments not processing a map at the time of Use Permit approval, or prior to issuance of a Building Permit. If a change in the subdivision design changes the total number of units, the number of inclusionary units required will be recalculated to coincide with the final approved project.

1. Calculation. For purposes of calculating the number of affordable units required by this section, any additional units authorized as a density bonus in compliance with Chapter 17.33 (Affordable Housing Incentives) will not be counted in determining the required number of inclusionary units. In determining the number of whole inclusionary units required, any decimal fraction less than 0.5 shall be rounded down to the nearest whole number, and any decimal fraction of 0.5 or more shall be rounded up to the nearest whole number.

2. Limitations on occupancy. The first one-third of the required inclusionary units shall be restricted to occupancy by low-income households. The second third of the inclusionary units shall

be restricted to occupancy by very low-income households. To encourage additional development of low- and very low-income housing, the Council may authorize the use of the following equivalents:

- a. Each very low-income unit is equivalent to two units affordable to moderate-income households; and
- b. Each low-income unit is equivalent to 1.5 units affordable to moderate-income households.

B. Minimum requirements. The requirements of this chapter are minimum and maximum requirements, although nothing in this chapter limits the ability of a person to waive their rights or voluntarily undertake greater obligations than those imposed by this chapter.

17.32.030 Exemptions

The requirements of this chapter do not apply to:

- A.** The reconstruction of a structure that has been destroyed by fire, flood, earthquake or other act of nature; provided, that reconstruction does not increase the number of residential units; or
- B.** A development that already has more units that qualify as affordable to moderate-, low- and very low-income households than this chapter requires; or
- C.** Housing constructed by a government agency; or
- D.** A second unit.

17.32.040 Standards for Inclusionary Units

Each inclusionary unit built in compliance with this chapter shall comply with the following standards:

- A. Location of inclusionary units.** Except as otherwise provided in this chapter, inclusionary units shall be dispersed throughout a residential development.
- B. Design.** Inclusionary units shall be comparable in infrastructure (including sewer, water and other utilities), construction quality and exterior design to the market-rate units. Inclusionary units may be smaller in aggregate size and have different interior finishes and features than market-rate units so long as the interior features are durable, of good quality and consistent with contemporary standards for new housing. The number of bedrooms shall be the same as those in the market-rate units, except that if the market-rate units provide more than four bedrooms, the inclusionary units need not provide more than four bedrooms.
- C. Timing of construction.** All required inclusionary units shall be constructed and occupied concurrently with or prior to the construction and occupancy of the associated market-rate units or development. In a phased development, the inclusionary units may be constructed and occupied in proportion to the number of units in each phase of the residential development; provided, that the last inclusionary unit in the project shall be constructed before the last market-rate unit.
- D. Duration of affordability requirement.** Each inclusionary unit produced in compliance with this chapter shall be legally restricted to occupancy by households of the income levels for which the unit was designated, for a minimum of 40 years from the date of first occupancy for rental units, and for a minimum of 40 years from the date of each sale of any affordable unit for owner occupied units. (Additional affordability requirements may apply in compliance with state redevelopment law (Health

and Safety Code Section 33413(c).)

17.32.050 Compliance Procedures

A. General. Approval of an inclusionary housing plan and implementation of a City approved inclusionary housing agreement is a condition of any Tentative Map, Parcel Map, Use Permit, or Building Permit for any development for which this chapter applies. This section does not apply to an exempt project.

B. Inclusionary Housing Plan. No application for a Tentative Map, Parcel Map, Use Permit, or Building Permit to which this chapter applies shall be deemed complete until an Inclusionary Housing Plan is submitted with the application. At any time during the review process, the City may require from the developer additional information reasonably necessary to clarify and supplement the application or determine the consistency of the proposed Inclusionary Housing Plan with the requirements of this chapter. The Inclusionary Housing Plan must include:

1. The location, structure (attached, semi-attached, or detached), whether for sale or rental, size of the proposed market-rate and inclusionary units, and the basis for calculating the number of inclusionary units;
2. A floor or site plan showing the location of the inclusionary units;
3. The income levels to which each inclusionary unit will be made affordable;
4. For phased development, a phasing plan that provides for the timely development of the number of inclusionary units proportionate to each proposed phase of development as required by Subsection 17.32.040.C (Standards for Inclusionary Units – Timing of construction).
5. Any alternative means designated in Subsection 17.32.060.A (Alternatives – Developer proposal) proposed for the development along with information necessary to support the findings required by Subsection 17.32.060.B (Alternatives – Discretion) for approval of the alternatives; and
6. Any other information reasonably requested by the City to assist with evaluation of the plan in compliance with the standards of this chapter.

C. Inclusionary Housing Agreement. The Inclusionary Housing Agreement shall use the form provided by the City. The contents of the agreement may vary depending on the manner in which the provisions of this chapter are satisfied for a particular development. Each Inclusionary Housing Agreement shall include, at minimum, the following:

1. Description of the development, including whether the inclusionary units will be rented or owner-occupied;
2. The number, size and location of very low-, low- or moderate-income units;
3. Provisions and/or documents for resale restrictions, deeds of trust, rights of first refusal or rental restrictions;
4. Provisions for monitoring the ongoing affordability of the units, and the process for qualifying prospective resident households for income eligibility; and
5. Any additional obligations relevant to the compliance with this chapter.

D. Recording of agreement. Each Inclusionary Housing Agreement shall be recorded against owner-occupied inclusionary units and residential projects containing rental inclusionary units, as applicable. Additional rental or resale restrictions, deeds of trust, rights of first refusal, and/or other documents acceptable to the City shall also be recorded against owner-occupied inclusionary units. In cases where the requirements of this chapter are satisfied through the development of off-site units, the Inclusionary Housing Agreement shall simultaneously be recorded against the property where the off-site units are to be developed.

17.32.060 Alternatives

A. Developer proposal. A developer may propose an alternative means of compliance in an Inclusionary Housing Plan as provided in Subsection 17.32.050.B as follows:

1. Off-site construction. Units may be constructed off-site if the inclusionary units will be located in an area where, based on the availability of affordable housing, the review authority finds that the need for such units is greater than the need in the area of the proposed development.

2. Land dedication. In lieu of building inclusionary units, a developer may choose to dedicate land to the City suitable for the construction of inclusionary units that the review authority reasonably determines to be of equivalent or greater value than is produced by applying the inclusionary obligation.

3. Combination. The review authority may accept any combination of on-site construction, off-site construction, in-lieu fees and land dedication that at least equal the cost of providing inclusionary units on site as would otherwise be required by this chapter. The value of a proposed land dedication shall be determined by an appraiser appointed by the City.

B. Discretion. The review authority may approve, conditionally approve, or reject any alternative proposed by a developer as part of an Inclusionary Housing Plan. Any approval or conditional approval shall be based on a finding that the purposes of this chapter would be better served by implementation of the proposed alternatives. In determining whether the purposes of this chapter would be better served under the proposed alternative, the review authority should consider:

1. Whether implementation of an alternative would overly concentrate inclusionary units within any specific area and, if so, must reject the alternative unless the undesirable concentration of inclusionary units is offset by other identified benefits that flow from implementation of the alternative in issue; and

2. The extent to which other factors affect the feasibility of prompt construction of the inclusionary units on the property, such as costs and delays, the need for an appraisal, site design, zoning, infrastructure, clear title, grading and environmental review.

17.32.070 Eligibility for Occupying Inclusionary Units

A. General eligibility. No household may occupy an inclusionary unit unless the City or its designee has approved the household's eligibility, or has failed to make a determination of eligibility within the time or other limits provided by an Inclusionary Housing Agreement or resale restriction. If the City or its designee maintains a list or identifies eligible households, initial and subsequent occupants will be selected first from the list of identified households, to the maximum extent possible, in compliance with any rules approved by the City.

B. Occupancy. A household who occupies a rental inclusionary unit or purchases an inclusionary unit shall occupy the unit as a principal residence.

17.32.080 Owner-Occupied Units

A. Initial sales price. The initial sales price of the inclusionary unit must be set so that the eligible household will pay an affordable ownership cost.

B. Transfer. Renewed restrictions will be entered into on each change of ownership, with a 40-year renewal term, upon transfer of an owner-occupied inclusionary unit prior to the expiration of the 40-year affordability period.

C. Resale. The maximum sales price permitted on resale of an inclusionary unit designated for owner occupancy shall be the lower of:

1. Fair market value; or
2. The seller's lawful purchase price, increased by the lesser of:
 - a. The rate of increase of area median income during the seller's ownership; or
 - b. The rate at which the consumer price index increased during the seller's ownership.

To the extent authorized in any resale restrictions or operative Inclusionary Housing Agreement, sellers may recover at time of sale the market value of capital improvements made by the seller and the seller's necessary and usual costs of sale, and may authorize an increase in the maximum allowable sales price to achieve such recovery.

D. Change in title. The following requirements apply in the event of a change in circumstance, including death, marriage, and divorce, that may occur prior to the expiration of the required affordability period:

1. Upon the death of one of the owners, title in the property may transfer to the surviving joint tenant, tenant in common, or community property holder, without respect to the income eligibility of the household.
2. Upon the death of a sole owner or all owners, and inheritance of the inclusionary unit by a non-income-eligible inheritor, there will be a one year compassion period between the time when the estate is settled and the time when the property must be sold to an income-eligible household. A non-eligible inheritor may request and the Council may waive this requirement on the basis of hardships specified by the Council. Alternatively, the Council may authorize their continued ownership with the unit rented at an affordable rate to an eligible household.

17.32.090 Rental Units

A. Eligibility of tenants. The owner of rental inclusionary units shall be responsible for certifying the income of the tenant to the Director at the time of initial rental, and annually thereafter. This shall be completed by viewing acceptable documentation, including income tax statements or a W-2 for the previous calendar year, and submitting, on a form approved by the City, a certification that the tenant qualifies as an income eligible household.

B. Selection of tenants. The owner of rental inclusionary units shall fill vacant units by either:

1. Selecting income-eligible households themselves as long as the owner complies with the publication requirements in Subsection C of this section (Publication of availability of units).
2. Selecting income-eligible households from the City's Section 8 Housing Choice Voucher

Waiting List available from the Department.

C. Publication of availability of units. Whenever an inclusionary unit becomes available, the owner shall publish notices of the availability of the inclusionary unit in newspapers circulated widely in the City, including newspapers that reach minority communities. The notice should briefly explain what inclusionary housing is, state the applicable income requirements, indicate where applications are available, state when the application period opens and closes, and provide a telephone number for questions. Applications may require the name, address, and telephone number of the applicant; the number of persons to occupy the household; and any other information relevant to determine whether the applicant is eligible to occupy an inclusionary unit. The owner shall submit proof of publication to the Director.

D. Notification to City. Whenever an inclusionary unit becomes available, the owner shall immediately notify the Director in writing.

E. Subsequent rental to income-eligible tenant. The owner of rental inclusionary units shall apply the same rental terms and conditions to tenants of inclusionary units as are applied to all other tenants, except as otherwise required to comply with this chapter (i.e., rent levels, occupancy restrictions, and income requirements) and/or government subsidy programs. Discrimination based on subsidies received by the prospective tenant is prohibited.

F. Changes in tenant income. If after moving into an inclusionary unit the tenant's income eventually exceeds the income limit for that unit, the tenant may remain in the unit (the "original unit") as long as his/her income does not exceed 140 percent of the income limit for the original unit. Once the tenant's income exceeds 140 percent of the income limit for the original unit, the following shall apply:

1. If the tenant's income does not exceed the income limits of other inclusionary units in the residential development, the owner may, at the owner's option, allow the tenant to remain in the original unit at the tenant's new applicable affordable housing cost, as long as the next vacant unit is redesignated for the same lower-income category applicable to the original unit. If the owner does not want to redesignate the next vacant unit, the tenant shall be given one year's notice to vacate the unit. If during the year, an inclusionary unit becomes available and the tenant meets the income eligibility for that unit, the owner shall provide the tenant with the opportunity to submit an application for that unit.

2. If there are no units designated for a higher income category within the residential development that may be substituted for the original unit, the tenant shall be given one year's notice to vacate the unit. If within that year, another unit in the residential development is vacated, the owner may, at the owner's option, allow the tenant to remain in the original unit and raise the tenant's rent to market rate and designate the newly vacated unit for the original unit at the applicable affordable housing cost. The newly vacated unit must be comparable in size (i.e., number of bedrooms, bathrooms, square footage, etc.) and location (i.e., same floor, same view, etc.) as the original unit.

17.32.100 Adjustments, Waivers

The requirements of this chapter may be adjusted or waived in extreme cases if the developer demonstrates to the Council by the presentation of substantial evidence that applying the requirements of this chapter would take property in violation of the United States or California constitutions.

A. Timing. To receive an adjustment or waiver, the developer must make a showing when applying

for a first approval for the residential development, and/or as part of any appeal that the City provides as part of the process for the first approval.

B. Considerations. In making a determination on an application to adjust or waive the requirements of this chapter, the Council may assume each of the following when applicable:

1. That the developer is subject to the inclusionary housing requirement or in-lieu fee;
2. The extent to which the developer will benefit from inclusionary incentives;
3. That the developer will be obligated to provide the most economical inclusionary units feasible in terms of construction, design, location and tenure; and
4. That the developer is likely to obtain other housing subsidies where such funds are reasonably available.

C. Decision and further appeal. The Council, upon legal advice provided by or at the behest of the City Attorney, will determine the application and issue a written decision.

D. Modification of plan. If the Council, upon legal advice provided by or at the behest of the City Attorney, determines that the application of the provisions of this chapter lacks a reasonable relationship between the impact of a proposed residential project and the requirements of this chapter, or that applying the requirement of this chapter would take property in violation of the United States or California constitutions, the inclusionary housing plan shall be modified, adjusted or waived to reduce the obligations under this chapter to the extent necessary to avoid an unconstitutional result. If the Council determines no violation of the United States or California constitutions would occur through application of this chapter, the requirements of this chapter remain applicable.

17.32.110 Enforcement

A. Penalty for violation. It shall be a misdemeanor to violate any provision of this chapter. Without limiting the generality of the foregoing, it shall also be a misdemeanor for any person to sell or rent to another person an affordable unit under this chapter at a price or rent exceeding the maximum allowed under this chapter or to sell or rent an affordable unit to a household not qualified under this chapter. It shall further be a misdemeanor for any person to provide false or materially incomplete information to the City or to a seller or lessor of an inclusionary unit to obtain occupancy of housing for which he or she is not eligible.

B. Legal action. The City may institute any appropriate legal actions or proceedings necessary to ensure compliance with this chapter, including:

1. Actions to revoke, deny or suspend any permit, including a Building Permit, Certificate of Occupancy, or discretionary approval;
2. Actions to recover from any violator of this chapter civil fines, restitution to prevent unjust enrichment from a violation of this chapter, and/or enforcement costs, including attorneys fees;
3. Eviction or foreclosure; and
4. Any other appropriate action for injunctive relief or damages. Failure of any official or agency to fulfill the requirements of this chapter shall not excuse any person, owner, household or other party from the requirements of this chapter.

Exhibit C

**Number, Location and Distribution of
Affordable Units Number of Affordable Units**

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Inclusionary Housing Agreement - Campus Town Specific Plan

12/25/2019

Phase	Location	Housing Type	Rent/Sale/Fee	Total Units	Inclusionary Units	Income Level	X	Equivalent Inclusionary Units (EIUs)	Comments
I	Offsite (TBD)	Apartments	Rent	0	21	VLow	2	42	K9-Bellevue will build all onsite units for the landowner that agrees to accommodate the units on their property.
I	Offsite (TBD)	Apt/Condo	For Sale	0	24	Low	2	48	
I	Onsite - Phase I	THs	For Sale	117	4	Mod	1	4	
I	Onsite - Phase I	SFDs-Alex	For Sale	126	0	Mod	1	0	Located in the Phase I Dev Area
II	Onsite - Phase II	Apartments	Rent	100	33	VLow	2	66	K9-Bellevue Land Dedication of 1-2 acres site to an non-profit affordable housing group Potential for Senior Affordable
II	Onsite - Phase II	Apartments	Rent		34	Low	1.5	51	
II	Onsite - Phase II	Apartments	Rent		33	Mod	1	33	
II	Onsite - Phase II	THs	For Sale	111	10	Mod	1	10	Located in the Phase II Dev Area
II	Onsite - Phase II	SFDs-Alex	For Sale	483	6	Mod	1	6	
III	Onsite - Phase III	Apartments	Rent	348	20	Low	2	40	Market Rate Apartments with affordable component attached
III	Onsite - Phase III	Apartments	Rent	0	40	Low	1.5	30	
III	Onsite - Phase III	Apartments	Rent	0	20	Mod	1	20	
Total				1485	225	15.2%	1.56	350	23.6%
					74	7.4%		146	10.0%
					78	5.3%		129	8.7%
					73	4.9%		73	4.9%
					225	15.2%		350	23.6%

Additional Requirements:

- 1) Allow Equivalent Inclusionary Units at the following Ratios: VLow 2:1, Low 1.5:1, Mod 1:1
- 2) All City Fees are waived for all affordable units (Onsite & Offsite) except time for building inspectors paid at cost.
- 3) Allow premiums for density bonus per state law

EXHIBIT D

Sample Sales Price Calculation for a Two-Bedroom Median Income Unit

The Maximum Allowable Sales Price for Affordable "For Sale" Units shall be calculated using the procedures and formulas described below and in California Health and Safety Code Section 50052.5. Income limits for the target affordability level shall be as identified by the California Housing and Community Development Department for Monterey County as adjusted for affordability level and household size. The prevailing interest rate used in these calculations shall be determined by the City in its reasonable discretion, based on available interest rates from residential mortgage lenders active in Monterey County, for a fully amortizing fixed-rate 30-year mortgage loan.

1. Determine the annual Seaside Median Income Limit for a household size that is one person larger than the number of bedrooms in the affordable unit;
2. Multiply the income limit determined in the previous step by thirty percent (30%) to obtain an annual housing allowance of thirty percent (30%) of income;
3. Divide the annual housing allowance determined in the previous step by twelve (12) to determine the monthly housing allowance;
4. Using a standard amortization table or formula, calculate the loan amount that can be repaid over thirty (30) years with equal monthly payments equal to the monthly housing allowance using the prevailing interest rate for thirty (30) years, and assuming a fully amortized fixed rate mortgage; and
5. Divide the loan amount calculated in the previous step by .95 to determine the Maximum Allowable Sales Price assuming a five percent (5%) down payment.

The following calculations are for a two-bedroom unit that is affordable at the Median Income Level based on the Income Limits adopted by the State Housing and Community Development for 2019 (which are revised annually), and the Prevailing Interest Rate adopted by the City Manager on [DATE].

Step 1	Median Income Limit for a 3 person household	\$66,700
Step 2	30% of the Income Limit determined in Step 1	\$20,010
Step 3	One twelfth of the amount calculated in Step 2	\$1667.50
Step 4	Amount that can be financed with payment calculated in Step 3 with a 30 year fixed-rate loan at a ____% interest rate (the adopted rate)	\$
Step 5	Loan amount in Step 4 divided by 95%	\$

The Maximum Allowable Sales Price Calculation for resales by individual home owners who purchased an affordable unit shall be the above calculation using the income limits at the time of sale.

Sample Rental Price Calculation for a Two-Bedroom Median Income Unit

The Maximum Allowable Rental for Affordable Units shall be calculated using the procedures and formulas described below and in the California Health and Safety Code Chapter 50052.5 and 50053; provided, however, in the case of Affordable "For-Rent" Units that are financed with low-income housing tax credits under Section 42 of the Internal Revenue Code ("Tax Credits"), as administered pursuant to the regulations of the California Tax Credit Allocation Committee ("CTCAC"), then the Maximum Allowable Rental for such Affordable Units shall be calculated using the procedures and formulas described in the CTCAC regulations and documents in lieu of California Health and Safety Code Chapter 50052.5 and 50053, and the procedures and formulas set forth below shall be updated accordingly.

- I. Determine the annual Seaside Income Limit for the target level of affordability for a household size that is one person larger than the number of bedrooms in the affordable unit;
6. Multiply the income limit determined in the previous step by thirty percent (30%) to obtain an annual housing allowance of thirty percent (30%) of income;
7. Divide the annual housing allowance determined in the previous step by twelve (12) to determine the monthly housing allowance;

The following calculations are for a two-bedroom unit that is affordable at the **Median** Income Level based on the Income Limits adopted in 2019 by the State Housing and Community Department.

Step 1	Median Income Limit for a 3 person household	\$66,700
Step 2	30% of the Income Limit determined in Step 1	\$20,010
Step 3	One twelfth of the amount calculated in Step 2	\$1,667.5

Exhibit E

**Form of Resale
Agreement**

Complimentary Recording Requested
Pursuant To Government Code
Section 6103 and 27383

When Recorded Mail To:
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
Attn: Affordable Housing
Program

**BUYER'S OCCUPANCY AND RESALE
AGREEMENT WITH OPTION TO
PURCHASE**

CITY OF SEASIDE INCLUSIONARY HOUSING PROGRAM

Owner: _____ Address of Home: _____
Development: «Subdivision» APN: _____

Income Category of Home: _____

Number of Bedrooms: _____ Original
Sales Price: _____

This Buyer's Occupancy and Resale Agreement with Option to Purchase
(the "Agreement") is entered into as on _____, 20__, by and between the
City of Seaside, a Municipal Corporation, and the City of Seaside in its
capacity as Successor for Housing Functions of its dissolved Redevelopment
Agency (the "City") and----- (the "Owner").

RECITALS

A. Pursuant to Chapter 17.32 of the Seaside Municipal Code, a portion of all new housing constructed in the City of Seaside is required to be affordable for median to above moderate income households.

B. «Developer_Name» (the "Developer") entered into an Affordable Housing Agreement dated «AHO_Agreement_Date». Pursuant to the Affordable Housing Agreement, the Developer agreed to sell «Number_of_units» homes to very low, low moderate, or moderate income households at affordable prices (the "Affordable Units").

C. Owner intends to purchase the property located at in the City of Seaside, and more particularly described in Exhibit A attached hereto and incorporated herein (the "Home"). The Home is one of the Affordable Units. The Home has been designated by the City and the Developer as an _____ unit.

D. Pursuant to the Affordable Housing Ordinance and the Affordable Housing Agreement, the Developer and the City are required to ensure the continued affordability of the Home as an Affordable Unit, and the City therefore requires the Owner to execute this Agreement as a condition of the Owner's purchase of the Home. The Owner has agreed to execute and comply with this Agreement in consideration of the Developer's agreement to sell the Home to the Owner at an affordable price, which is below the fair market value of the Home.

E. The purpose of this Agreement is to place resale controls on the Home and to require the payment of any excess proceeds of sale to the City. This Agreement also provides the City an option to purchase the Home at a restricted price, given in consideration of the economic benefits to the Owner resulting from purchase of the Home at a below market price under the City's Affordable Housing Program.

F. The Owner is receiving a first mortgage loan (the "First Mortgage Loan") from (the "First Lender"). The First Mortgage Loan is secured by a deed of trust executed by the Owner in favor of First Lender and recorded in the County of Monterey (the "First Mortgage Deed of Trust").

G. This Agreement shall be secured by a deed of trust on the Home (the "City Deed of Trust"). This Agreement and the City Deed of Trust shall be subordinate to the lien of the First Mortgage Deed of Trust.

NOW, THEREFORE, in consideration of the benefits received by the Owner and the City hereunder, the Owner and the City agree, as follows:

1. DEFINITIONS

The following terms are specially defined for this Agreement and their definitions can be found in the sections indicated below:

- A. "Affordable Housing Requirement" - Recital A
- B. "Agreement" - First sentence of the Agreement on page 1
- C. "Affordable Price" - Section 10B
- D. "City" - First sentence of the Agreement on page 1
- E. "City Deed of Trust" - Recital G
- F. "City Option" - Section 12A
- G. "City Option Price" - Section 12B
- H. "Eligible Purchaser" - Section 11B
- I. "Excess Sales Proceeds" - Section 14
- J. "Unrestricted Fair Market Value" - Section 10C
- K. "First City Response Notice" - Section 8
- L. "First Lender" - Recital F
- M. "First Mortgage Deed of Trust" - Recital F
- N. "First Mortgage Loan" - Recital F
- O. "Home" - Recital C and Section 2
- P. "Housing Price Index" - Section 10A
- Q. "Indexed Value" - Section 10A
- R. "Market Purchaser" - Section 14
- S. "Marketing Period" - Section 11A
- T. "Maximum Allowable Sales Price" - Section 10
- U. "Owner" - First sentence of the Agreement on Page 1
- V. "Owner's Notice of Failure to Locate Eligible Purchaser" - Section 11E

W. "Owner's Notice of Intent to Sell" - Section 7

X. "Second City Response Notice" - Section 11E

Y. "Transfer" - Section 6

2. DESCRIPTION OF PROPERTY

This Agreement concerns the real property in the City of Seaside, State of California with the street address set forth on page 1 of this Agreement, which is more fully described in Exhibit A attached hereto and incorporated in this Agreement by reference (the "Home").

3. OWNER CERTIFICATIONS: OWNER OCCUPANCY REQUIREMENT

The Owner certifies that the financial and other information previously provided in order to qualify to purchase the Home is true and correct as of the date first written above. The Owner shall occupy the Home as the Owner's principal place of residence. The Owner shall be considered as occupying the Home if the Owner is living in the unit for at least ten (10) months out of each calendar year. The Owner shall provide an annual written certification to the City that the Owner is occupying the Home as his or her principal place of residence.

4. LEASING OF HOME

The Owner shall not lease the Home to another party. Any lease in violation of this Agreement is prohibited, and shall be a default under this Agreement and the City Deed of Trust.

5. MAINTENANCE AND INSURANCE REQUIREMENTS

A. The Owner shall maintain the Home, including landscaping, in good repair and in a neat, clean and orderly condition and will not commit waste or permit deterioration of the Home.

B. The Owner shall maintain a standard all risk property insurance policy equal to the replacement value of the Home (adjusted every five (5) years by appraisal, if requested by City), naming the City as an additional insured. Additional insurance requirements are set forth in Section 5 of the City Deed of Trust.

6. RESTRICTIONS ON RESALE OF THE HOME

Any Transfer of the Home will be subject to the provisions of this Agreement including, without limitation, the City Option described in Section 12 below. "Transfer" means any sale, assignment or transfer, voluntary or involuntary, of any interest in the Home,

including, but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest, or an interest evidenced by a land contract by which possession of the Home is transferred and Owner retains title. Any Transfer without satisfaction of the provisions of this Agreement is prohibited. Transfers by devise or inheritance to an existing spouse or domestic partner, or a spouse, as part of a dissolution proceeding, or in connection with marriage shall not be considered a Transfer for the purposes of this Agreement.

7. NOTICE OF INTENDED TRANSFER: PREPARATION OF HOME FOR SALE

A. In the event the Owner intends to Transfer or vacate the Home, the Owner shall promptly give the City written notice of such intent (the "Owner's Notice of Intent to Sell"). The Owner's Notice of Intent to Sell shall be sent to the City by certified mail, return receipt requested at the address provided in Section 31 of this Agreement. The Owner's Notice of Intent to Sell shall include the information necessary for the City to determine the Maximum Allowable Sales Price of the Home, including the following information:

- (1) the address of the Property;
- (2) the date of purchase of the Home by the Owner;
- (3) the purchase price of the Home paid by the Owner at the time of his/her purchase;
- (4) a copy of the HUD-1 Settlement Statement or equivalent document from the close of escrow on the Owner's purchase of the Home;
- (5) the date on which Owner intends to vacate Home;
- (6) the date Home will be placed on the market; and
- (7) the name and phone number of the person to contact to schedule inspection of the Home by the City.

B. Following delivery to the City of the Owner's Notice of Intent to Sell, the Owner shall prepare the Home for sale, as follows:

- (1) within thirty (30) days of delivery of the Owner's Notice of Intent to Sell, the Owner shall obtain and deliver to the City a current written report of inspection of the Home by a licensed structural pest control operator;
- (2) within the sooner of (a) XXXX (##) days from the

date of delivery of the Owner's Notice of Intent to Sell, or (b) prior to close of escrow on the Transfer, the Owner shall repair all damage noted in the pest report including damage caused by infestation or infection by wood-destroying pests;

(3) within XXX (##) business days of the date of the Owner's Notice of Intent to Sell, the Owner shall allow the City, or its designee, to inspect the Home to determine its physical condition;

(4) if the Home is vacant, the Owner shall maintain utility connections until the close of escrow on the Transfer;

8. CITY RESPONSE TO OWNER'S NOTICE OF INTENT TO SELL

The City shall respond in writing (the "First City Response Notice") to the Owner's Notice of Intent to Sell within XXX (##) business days of City receipt of a complete Owner's Notice of Intent to Sell that includes all information required under Section 7 above and access to inspect the Home as required under Section XX (##) above. The First City Response Notice shall inform the Owner of the following information: (1) the maximum qualifying income for an Eligible Purchaser; (2) the certifications required of an Eligible Purchaser; and (3) the Maximum Allowable Sales Price the Owner may receive for the Home, calculated by the City pursuant to Section 10 below.

9. OWNER ACKNOWLEDGMENT OF CITY RESPONSE NOTICE

No later than seven (7) days following the date of the First City Response Notice, the Owner shall acknowledge in writing to the City that he/she has received the City Response Notice and still intends to Transfer the Home.

10. DETERMINATION OF MAXIMUM ALLOWABLE SALES PRICE FOR RESTRICTED SALE

If the Owner sells to an Eligible Purchaser, the maximum sales price (the "Maximum Allowable Sales Price") that the Owner shall receive from the Eligible Purchaser for purchase of the Home shall be the greater of the Indexed Value or the Affordable Price, but in no event greater than the Unrestricted Fair Market Value.

A. Indexed Value. The Indexed Value of the Home means the sales price of the Home at the time of purchase by the Owner, as set forth on page 1 of this Agreement, increased by fifty percent (50%) of the annual percentage of increased value in the Housing Price Index from the date of the original purchase of the Home by the Owner to the date of receipt by the City of the Owner's Notice of Intent to Transfer, and, where applicable, adjusted pursuant to

subsection (2) below to reflect the cost of deferred maintenance. "Housing Price Index" shall mean the Seaside Metropolitan Statistical Area Housing Price Index as published from time to time by the office of Federal Housing Enterprise Oversight or, if such index is no longer published, a comparable index designated by the City of Seaside.

B. Affordable Price. The Affordable Price of the Home means the affordable price for a Very Low Income Home, Low Income Home, or Moderate Income Home, (as applicable, pursuant to the designation of the Home on page 1 of this Agreement), pursuant to Section 50093 of the California Health and Safety Code.

C. Unrestricted Fair Market Value. In certain circumstances it may be necessary to determine the fair market value of the Home (the "Unrestricted Fair Market Value"). These circumstances include: (1) where the parties wish to determine if the Maximum Allowable Sales Price exceeds the Unrestricted Fair Market Value in order to determine the Maximum Allowable Sales Price pursuant to Section 10; (2) where the Owner is selling the Home to a Market Purchaser at an unrestricted price pursuant to Section 13; and (3) where the Owner wishes to refinance the First Mortgage Loan as described in Section 24 below. If it is necessary to determine the Unrestricted Fair Market Value of the Home, it shall be determined by a certified MAI or other qualified real estate appraiser approved in advance by the City. If possible, the appraisal shall be based upon the sales prices of comparable properties sold in the market area during the preceding three (3)-month period. Nothing in this section shall preclude the Owner and the City from establishing the Unrestricted Fair Market Value of the Home by mutual agreement in lieu of an appraisal pursuant to this section.

D. Holdback for Damage Repair Cost. If the City finds that the Owner, through neglect, abuse, or lack of adequate maintenance, has damaged the Home, the City may require that repairs be made at the Owner's cost prior to sale or through the escrow for the sale of the Home.

11. SALE OF HOME TO ELIGIBLE PURCHASER AT RESTRICTED PRICE

Following receipt of the First City Response Notice notifying the Owner of the Maximum Allowable Sales Price, the Owner may proceed to sell the Home in compliance with the following requirements:

A. Marketing Period. The Owner shall have two hundred forty-five (245) days from the date of the First City Response Notice (the "Marketing Period") to market the Home and find an Eligible Purchaser. During the Marketing Period, the Owner shall use bona

make good faith efforts to sell the Home to an Eligible Purchaser in compliance with this Section 11, including listing the Home on the Multiple Listing Service, keeping the Home in an orderly condition, making the Home available to show to agents and prospective buyers, and providing buyers with Eligible Purchaser requirements, including income qualifications and the City's form of disclosure statement summarizing the terms of the buyer's resale agreement. A proposed purchaser ("Proposed Purchaser"), who the Owner believes will qualify as an Eligible Purchaser, shall be referred to the City for an eligibility determination.

B. Eligible Purchaser. A Proposed Purchaser shall qualify as an "Eligible Purchaser" if he or she meets the following requirements, as determined by the City:

(2) Intent to Owner Occupy. The Proposed Purchaser shall certify that he or she will occupy the Home as his or her principal place of residence throughout his or her ownership.

(2) Agreement to Sign Buyer's Resale Agreement and to Cooperate with City. The Proposed Purchaser shall agree to sign a buyer's resale and occupancy agreement with option to purchase restricting future resale of the Home and shall agree to cooperate fully with the City in promptly providing all information requested by the City to assist the City in monitoring the Proposed Purchaser's compliance with the buyer's resale and occupancy agreement with option to purchase.

(3) Income Eligibility. The combined maximum income for all household members of the Proposed Purchaser shall not exceed the income level designated by the City in the First City Response Notice.

C. Maximum Allowable Sales Price and Closing Costs. The purchase price for the sale of the Home by the Owner to the Eligible Purchaser shall not exceed the Maximum Allowable Sales Price calculated by the City pursuant to Section 17.33.070 (B) of the Affordable Housing Ordinance and Section 10 above, as set forth in the First City Response Notice. The Maximum Allowable Sales Price shall not include closing costs paid by the Eligible Purchaser. The closing costs paid by the Eligible Purchaser shall not exceed reasonable and customary buyers' closing costs in the County of Monterey.

D. Disclosure and Submittals. The Owner and the Proposed Purchaser shall provide the following information and documents to the City:

(2) The name, address and telephone number in writing of the Proposed Purchaser.

(3) A signed financial statement of the Proposed Purchaser in a form acceptable to the City and any other supporting documentation requested by the City. The financial information shall be used by the City to determine the income eligibility of the Proposed Purchaser.

(4) The proposed sales contract and all other related documents which shall set forth all the terms of the sale of the Home. Said documents shall include at least the following terms: (a) the sales price; and (b) the price to be paid by the Proposed Purchaser for the Owner's personal property, if any, for the services of the Owner, if any, and any credits, allowances or other consideration, if any.

(5) A written certification, from the Owner and the Proposed Purchaser in a form acceptable to the City that the sale shall be closed in accordance with the terms of the sales contract and other documents submitted to and approved by the City. The certification shall also provide that the Proposed Purchaser or any other party has not paid and will not pay to the Owner, and the Owner has not received and will not receive from the Proposed Purchaser or any other party, money or other consideration, including personal property, in addition to what is set forth in the sales contract and documents submitted to the City. The written certification shall also include a provision that in the event a Transfer is made in violation of the terms of this Agreement or false or misleading statements are made in any documents or certification submitted to the City, the City shall have the right to foreclose on the Home or file an action at law or in equity as may be appropriate. In any event, any costs, liabilities or obligations incurred by the Owner and the Proposed Purchaser for the return of any moneys paid or received in violation of this Agreement or for any of the Owner's and/or the Proposed Purchaser's costs and legal expenses, shall be borne by the Owner and/or the Proposed Purchaser and they shall hold the City and its designee harmless and reimburse the City's and its designee's expenses, legal fees and costs for any action they reasonably take in good faith in enforcing the terms of this Agreement.

(6) An executed buyer's resale and occupancy agreement and option to purchase and an executed deed of trust from the Proposed Purchaser in forms provided by the City. The recordation of the new deed of trust and buyer's resale and occupancy agreement and option to purchase shall be a condition of the City's approval of the proposed sale.

(7) The name of the title company escrow holder for the sale of the Home, the escrow number, and name, address, and phone number of the escrow officer.

(8) Upon the close of the proposed sale, certified copies of the recorded City deed of trust and buyer's resale agreement, a copy of the final sales contract, settlement statement, escrow instructions, and any other documents which the City may reasonably request.

E. Failure To Locate Eligible Purchaser: Notice to City. If, despite bona fide good faith marketing efforts, the Owner is unable to locate an Eligible Purchaser during the Marketing Period and any extensions to the Marketing Period granted by the City, the Owner shall provide written notice to the City of this fact (the "Owner's Notice of Failure to Locate Eligible Purchaser"). Within thirty (30) days of receipt of the Owner's Notice of Failure to Locate Eligible Purchaser, the City shall provide a second response notice to the Owner (the "Second City Response Notice") stating either (1) that the City will exercise the City Option to purchase the Home pursuant to Section 12 below, or (2) that the Owner may Transfer the Home to a person of the Owner's choosing (a "Market Purchaser") who is not an Eligible Purchaser, at an unrestricted price (supported by an MAI or other qualified appraisal), but shall pay all Excess Sales Proceeds to the City as set forth in Section 13 below.

12. CITY PURCHASE OPTION

A. Exercise of Option. If the Owner fails to sell the Home to an Eligible Purchaser at or below the Maximum Allowable Sales Price, the City shall then have the option to purchase the Home (the "City Option") for the City Option Purchase Price, as defined below. The City Option may be exercised by the City in the Second City Response Notice (as described in Section 11E above), to be sent by the City to the Owner within thirty (30) days of receipt of the Owner's Notice of Failure to Locate Eligible Purchaser. If the Second City Response Notice states that the City will exercise the City Option, the City shall purchase the Home within seventy-five (75) days of the date of the Second City Response Notice. The City may, instead of purchasing the Home itself, assign its right to purchase the Home pursuant to the City Option to another public agency, a nonprofit corporation, or to an Eligible Purchaser. In the event of exercise of the City Option and purchase of the Home by the City or its designee, the Owner shall permit a final walk-through of the Home by the City in the final three (3) days prior to close of escrow on the Transfer.

B. City Option Price. If the City exercises the City Option, the purchase price to be paid by the City (the "City Option Purchase

Price") shall be the highest of the following: (1) the outstanding principal balance of the First Mortgage Loan; (2) the total of the outstanding principal balance of the First Mortgage Loan and any purchase money second mortgage loan provided by a governmental body; or (3) the appraised value of the Home with the affordability covenants intact, as determined by an appraiser selected by the City and approved by the Owner, and who employs standard appraisal practices.

13. UNRESTRICTED SALES

If the Second City Response Notice states that the City will not exercise the City Option and that the Owner may proceed to Transfer the Home to a person of the Owner's choosing (a "Market Purchaser") who is not an Eligible Purchaser, at an unrestricted price (supported by an MAI or other qualified appraisal), the Owner may proceed to do so, but the Owner shall pay all Excess Sales Proceeds to the City as set forth in Section 14 below. If the Owner Transfers the Home pursuant to this Section 13, the purchaser shall not be required to execute a buyer's resale and occupancy agreement with option to purchase, and the City shall reconvey the liens of this Agreement and the City Deed of Trust from the Home, provided that the Owner pays the Excess Sales Proceeds to the City pursuant to Section 14 below. The Owner shall provide the City with the following documentation associated with such a Transfer:

- (1) The name and address of the purchaser;
- (2) The final sales contract and all other related documents, which shall set forth all the terms of the sale of the Home. Said documents shall include at least the following terms: (a) the sales price; and (b) the price to be paid by the Market Purchaser for the Owner's personal property, if any, for the services of the Owner, if any, and any credits, allowances or other consideration, if any.
- (3) A written certification, from the Owner and the Market Purchaser in a form acceptable to the City that the sale shall be closed in accordance with the terms of the sales contract and other documents submitted to and approved by the City. The certification shall also provide that the Market Purchaser or any other party has not paid and will not pay to the Owner, and the Owner has not received and will not receive from the Market Purchaser or any other party, money or other consideration, including personal property, in addition to what is set forth in the sales contract and documents submitted to the City. The written certification shall also include a provision that in the event a Transfer is made in violation of the terms of this Agreement or false or misleading statements are made in any documents or

certification submitted to the City, the City shall have the right to foreclose on the Home or file an action at law or in equity as may be appropriate. In any event, any costs, liabilities or obligations incurred by the Owner and the Market Purchaser for the return of any moneys paid or received in violation of this Agreement or for any costs and legal expenses, shall be borne by the Owner and/or the Market Purchaser and they shall hold the City and its designee harmless and reimburse their expenses, legal fees and costs for any action they reasonably take in good faith in enforcing the terms of this Agreement.

(4) A copy of the MAI or other qualified appraisal for the Home.

(5) Upon the close of the proposed sale, a copy of the final sales contract, settlement statement, escrow instructions, and any other documents that the City may reasonably request.

14. PAYMENT TO CITY OF EXCESS SALES PROCEEDS

If the Owner Transfers the Home at an unrestricted price pursuant to Section 13 above, or if the Owner makes a Transfer in violation of this Agreement, the Owner shall pay the Excess Sales Proceeds to the City. For purposes of this Agreement, "Excess Sales Proceeds" shall mean ninety percent (90%) of the amount by which the Unrestricted Fair Market Value for the Home exceeds the Maximum Allowable Sales Price for the Home (in the amount that was stated in the First City Response Notice). This amount shall be a debt of the Owner to the City, secured by the City Deed of Trust. The Owner acknowledges that the City shall have no obligation to cause reconveyance of this Agreement or of the City Deed of Trust until the Excess Sales Proceeds are paid to the City. The City shall utilize the Excess Sales Proceeds for City affordable housing programs. The Owner and the City acknowledge that the formula for calculation of the amount of Excess Sales Proceeds due from the Owner to the City is intended to cause the Owner to receive the same net sales proceeds (following payment by Owner of a standard broker's commission) from sale of the Home at an unrestricted price to an Market Purchaser as the Owner would receive from sale of the Home to the City or to an Eligible Purchaser at the Maximum Allowable Sales Price.

15. DEFAULTS

A. The following events shall constitute a Default by the Owner under this Agreement:

(2) The City determines that the Owner has made a misrepresentation to obtain the benefits of purchase of the

Home or in connection with its obligations under this Agreement;

(2) The Owner fails to owner occupy the home, as required pursuant to Section 3 above, and such failure continues following written notice by the City and Sixty (60) days opportunity to cure following the date of such notice.

(3) The Owner makes a Transfer in violation of this Agreement;

(4) The Owner otherwise fails to comply with the requirements of this Agreement and such violation is not corrected to the satisfaction of the City within Ninety (90) days after the date of written notice by the City to the Owner of such violation; or

(5) A notice of default is issued under First Mortgage Loan or other financing secured by the Home.

(6) A lien is recorded against the Home other than the lien of a bona fide mortgage loan.

(7) Owner places a mortgage on the Home in violation of Section 24 below.

B. Upon a declaration of Default by the City under this Agreement, the City may exercise any remedies at law or in equity, including without limitation, any or all of the following:

(1) Declare all Excess Sales Proceeds immediately due and payable without further demand and invoke the power of sale under the City Deed of Trust;

(2) Apply to a court of competent jurisdiction for such relief at law or in equity as may be appropriate;

(3) Declare a Default under the City Deed of Trust and pursue all City remedies under the City Deed of Trust; and

(4) Exercise the City Purchase Option Upon Default as described in Section 17 below.

16. NOTICE OF DEFAULT AND FORECLOSURE

A request for notice of default and any notice of sale under any deed of trust or mortgage with power of sale encumbering the Home shall be recorded by the City in the Office of the Recorder of the

County of Monterey for the benefit of the City. The City may declare a Default under this Agreement upon receipt of any notice given to the City pursuant to Civil Code Section 2924b, and may exercise its rights as provided in Sections 15 and 17.

In the event of default and foreclosure, the City shall have the same right as the Owner to cure defaults and redeem the Home prior to the foreclosure sale. Nothing herein shall be construed as creating any obligation of the City to cure any such default, nor shall this right to cure and redeem operate to extend any time limitations in the default provisions of the underlying deed of trust or mortgage.

If the City failed to file the request for notice of default, the City's right to purchase the Home shall commence from the date a notice of default is given by the City to the Owner.

17. PURCHASE OPTION UPON DEFAULT

Notwithstanding, and in addition to, the remedies provided the City in Section 16, and the City Option provided to the City in Section 12, the Owner hereby grants to the City the option to purchase the Home following written notice by the City to the Owner of the declaration of a Default by the City under this Agreement. This option to purchase is given in consideration of the economic benefits received by the Owner resulting from ownership of the Home made possible by the City's Affordable Housing Program.

The City shall have Forty-five (45) days after a Default is declared to notify the Owner and the First Lender of its decision to exercise its option to purchase under this Section 17.33.110. Not later than Ninety (90) days after the notice is given by the City to the Owner of the City's intent to exercise its option under this Section 17, the City shall purchase the Home for the City Option Price, payable in cash or by assuming existing debt and paying the balance in cash, calculated in the manner set forth in Section 12B.

18. NON LIABILITY OF THE CITY

A. No Obligation to Exercise Option. The City shall have no obligation to exercise any option granted it under this Agreement. In no event shall the City become in any way liable or obligated to the Owner or any successor-in-interest to the Owner by reason of its option to purchase under Sections 12 and 17 nor shall the City be in any way obligated or liable to the Owner or any successor-in-interest to the Owner for any failure to exercise its option to purchase.

B. Non-liability for Negligence, Loss, or Damage. Owner acknowledges, understands and agrees that the relationship between Owner and the City is solely that of an owner and an administrator of a City affordable housing program, and that the City does not undertake or assume any responsibility for or duty to Owner to select, review, inspect, supervise, pass judgment on, or inform Owner of the quality, adequacy or suitability of the Home or any other matter. The City owes no duty of care to protect Owner against negligent, faulty, inadequate or defective building or construction or any condition of the Home and Owner agrees that neither Owner, or Owner's heirs, successors or assigns shall ever claim, have or assert any right or action against the City for any loss, damage or other matter arising out of or resulting from any condition of the Home and will hold the City harmless from any liability, loss or damage for these things.

C. Indemnity. Owner agrees to defend, indemnify, and hold the City harmless from all losses, damages, liabilities, claims, actions, judgments, costs, and reasonable attorneys fees that the City may incur as a direct or indirect consequence of: (1) Owner's default, performance, or failure to perform any obligations as and when required by this Agreement or the Deed of Trust; or (2) the failure at any time of any of Owner's representations to the City to be true and correct.

19. RESTRICTIONS ON FORECLOSURE PROCEEDS

If a creditor acquires title to the Home through a deed in lieu of foreclosure, a trustee's deed upon sale, or otherwise, the Owner shall not be entitled to the proceeds of sale to the extent that such proceeds otherwise payable to the Owner when added to the proceeds paid or credited to the creditor exceed the Maximum Allowable Sales Price. The Owner shall instruct the holder of such excess proceeds to pay such proceeds to the City in consideration of the benefits received by the Owner through purchase of the Home under the City's Affordable Housing Ordinance.

20. RESTRICTION ON INSURANCE PROCEEDS

If the Home is damaged or destroyed and the Owner elects not to rebuild or repair the Home, the Owner shall pay the City the portion of any insurance proceeds received by the Owner for such destruction or damage that is in excess of the Maximum Allowable Sales Price calculated pursuant to Section 10 above.

21. TERM OF AGREEMENT

All the provisions of this Agreement, including the benefits and burdens, run with the Home and this Agreement shall bind, and the benefit hereof shall inure to, the Owner, his or her heirs, legal representatives, executors, successors in interest and assigns, and to the City and its successors, until the earlier of (i) forty-five (45) years from the date of purchase of the Home by Owner, or (ii) the date of Transfer of the Home to the City or another purchaser in compliance with this Agreement.

22. SUPERIORITY OF AGREEMENT

The Owner covenants that he or she has not, and will not, execute any other agreement with provisions contradictory to or in opposition to the provisions hereof, and that, in any event, this Agreement is controlling as to the rights and obligations between and among the Owner, the City and their respective successors.

23. SUBORDINATION

Notwithstanding any provision herein, this Agreement shall not diminish or affect the rights of the First Lender under the First Lender Deed of Trust or any subsequent First Lender deeds of trust hereafter recorded against the Home in compliance with Section 24 of this Agreement.

Notwithstanding any other provision hereof, the provisions of this Agreement and the City Deed of Trust shall be subordinate to the lien of the First Lender Deed of Trust and shall not impair the rights of the First Lender, or such lender's assignee or successor in interest, to exercise its remedies under the First Lender Deed of Trust in the event of default under the First Lender Deed of Trust by the Owner. Such remedies under the First Lender Deed of Trust include the right of foreclosure or acceptance of a deed or assignment in lieu of foreclosure. After such foreclosure or acceptance of a deed in lieu of foreclosure, this Agreement and the City Deed of Trust shall be forever terminated and shall have no further effect as to the Home or any transferee thereafter; provided, however, if the holder of such First Lender Deed of Trust acquires title to the Home pursuant to a deed or assignment in lieu of foreclosure, this Agreement and the City Deed of Trust shall automatically terminate upon such acquisition of title, only if (i) the City has been given written notice of default under such First Lender Deed of Trust with a sixty (60)-day cure period and (ii) the City shall not have cured the default within such sixty (60)-day period or commenced to cure and given its firm commitment to complete the cure in form and substance acceptable to the First Lender, or (iii) the City shall not have exercised its option to purchase the Home pursuant to Section 17 above within such sixty (60)-day period and then proceeded diligently to cure the default within sixty (60) days of acquiring title to the Home.

24. REFINANCE OF FIRST MORTGAGE LOAN; FURTHER ENCUMBRANCE OF HOME

A. The Owner must secure the City's approval in accordance with this Section 24 before the Owner refinances their existing First Mortgage Loan with a new First Mortgage Loan. If the Owner desires to refinance their existing First Mortgage Loan and record a new First Mortgage Deed of Trust, the Owner must first submit a written request to the City, which the City will promptly consider. The City will approve the Owner's refinancing request only if all of the following are true:

- (1) the new First Mortgage Loan principal balance will not exceed the greater of (a) the then-current principal balance of the existing First Mortgage Loan, or (b) ninety-five percent (95%) of the Indexed Value of the Home, determined in accordance with Section 10A above;
- (2) the Owner's total monthly debt service (inclusive of principal, interest, taxes and insurance) with respect to the new First Mortgage Loan will not exceed the Owner's current monthly debt service with respect to the existing First Mortgage Loan;
- (3) the terms of the new First Mortgage Loan do not allow for negative amortization, the principal balance of the new First Mortgage Loan will be fully amortized over its term, and the new First Mortgage Loan repayment schedule will not include lump sum or "balloon" payments;
- (4) the Owner's total monthly recurring debt payments (e.g., auto loans, credit cards, revolving and non-revolving credit), including the monthly debt service (inclusive of principal, interest, taxes and insurance) related to the new First Mortgage Loan, will not exceed fifty percent (50%) of the Owner's gross monthly income; and
- (5) the Owner's total monthly obligations with respect to debt which is secured by the Home, including the monthly debt service (inclusive of principal, interest, taxes and insurance) related to the new First Mortgage Loan, will not exceed

fifty percent (50%) of the Owner's gross monthly income.

- (6) The Owner will be responsible for demonstrating to the City's sole but reasonable satisfaction that the new First Mortgage Loan will satisfy all of the conditions described in paragraph A. (1) - (5) above and/or the City's current Affordable Housing Ordinance. The Owner will provide the City with the documents and other information needed to establish the matters set forth in paragraph A. (1) - (5) above and/or Affordable Housing Ordinance. If the City approves the Owner's request, the City will execute and deliver the instruments reasonably required by the new First Mortgage Lender to subordinate this Agreement and the City Deed of Trust to the lien of the new First Mortgage Deed of Trust.
- (7) Even if the proposed new First Mortgage Loan satisfies all of the conditions described in paragraph A. (1) - (5), above, the City may, in its sole and absolute discretion, disapprove any request to refinance the Owner's existing First Mortgage Loan if the term of the new First Mortgage Loan will be less than thirty (30) years.
- (8) The Owner covenants and agrees not to place any mortgage, lien or other encumbrance on the Home other than the original First Mortgage Deed of Trust, a deed of trust securing the Owner's obligations to the City, or a new First Mortgage Deed of Trust approved by the City in accordance with this Section 24. The Owner agrees that the requirements of this Section 24 are reasonably necessary to ensure the continued affordability of the Home to the Owner, to minimize the risk of loss of the Home and its affordability through default and foreclosure of mortgages, liens and other encumbrances, and to fulfill an important public purpose. The Owner acknowledges that any violation of this Section 24 will constitute a Default under this Agreement and the City may exercise all remedies available to the City under this Agreement, the City Deed of Trust, at law or in equity upon such a Default."

(1) **NONDISCRIMINATION**

The Owner covenants by and for itself and its successors and assigns that there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age, disability, sex, sexual orientation, marital status, ancestry or national origin in the sale, transfer, use, occupancy, tenure or enjoyment of the Home, nor shall the Owner or any person claiming under or through the Owner establish or permit any such practice or practices of discrimination or segregation with reference to the use, occupancy, or transfer of the Home. The foregoing covenant shall run with the land.

(2) **RIGHTS OF BENEFICIARIES UNDER DEEDS OF TRUSTS**

This Agreement shall not diminish or affect the rights of the City under the City Deed of Trust. Notwithstanding any other provision in this Agreement to the contrary, this Agreement shall not diminish or affect the rights of the California Housing Finance Agency ("CHFA"), United States Department of Housing and Urban Development ("HUD"), the Federal National Mortgage Association ("FNMA"), or the Veterans Administration ("VA") under the First Mortgage Deed of Trust or any subsequent First Lender deeds of trust hereafter recorded against the Home in compliance with Section 24 above. Notwithstanding any other provisions in this Agreement to the contrary, all of the provisions of this Agreement shall terminate and have no further force and effect upon the occurrence of one of the following events: Title is acquired by CHFA, HUD, FNMA, VA, the First Lender or another party upon foreclosure of a deed of trust to the First Lender or CHFA, or a deed of trust insured by HUD or guaranteed by VA.

a. Title is acquired by another party by a deed in lieu of foreclosure of the First Lender, CHFA, or FNMA deed of trust.

(3) **HUD FORBEARANCE RELIEF**

Notwithstanding other provisions of this Agreement, the City Option on Default pursuant to Section 17 above shall not be exercised by the City when a deed of trust insured by HUD is secured by the Home, and: (i) the owner is undergoing consideration by HUD for assignment forbearance relief; or (ii) the owner is undergoing consideration for relief under HUD's Temporary Mortgage Assistance Payment (TMAP) program.

(4) **INVALID PROVISIONS**

If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or

unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(5) CONTROLLING LAW

The terms of this Agreement shall be interpreted under the laws of the State of California. The venue for any legal action pertaining to this Agreement shall be Monterey County, California.

(6) NO WAIVER

No delay or omission in the exercise of any right or remedy of City upon any default by Owner shall impair such right or remedy or be construed as a waiver. The City's failure to insist in any one or more instance upon the strict observance of the terms of this Agreement shall not be considered a waiver of the City's right thereafter to enforce the provisions of the Agreement. The City shall not waive its rights to enforce any provision of this Agreement unless it does so in writing, signed by an authorized agent of the City.

(7) NOTICES

All notices required herein shall be sent by certified mail, return receipt requested or express delivery service with a delivery receipt and shall be deemed to be effective as of the date received or the date delivery was refused as indicated on the return receipt as follows:

Owner: At the address of the Home.

City:

City of Seaside
440 Harcourt Avenue Seaside, CA 93955
Attn: City Clerk
City of Seaside
440 Harcourt Avenue Seaside, CA 93955
Attn: Affordable Housing Program

The parties may subsequently change addresses by providing written notice of the change in address to the other parties in accordance with this Section.

(8) INTERPRETATION OF AGREEMENT

The terms of this Agreement shall be interpreted so as to avoid speculation on the Home and to insure to the extent possible that its sales price and mortgage payments remain affordable to persons and families of low- and/or moderate-income.

(9) EXHIBITS

Any exhibits referred to in this Agreement are incorporated in this Agreement by such reference.

IN WITNESS WHEREOF, the City and Owner(s) have executed
this Agreement on or as of the date first written above.

CITY: _____

OWNER(S): _____

Craig Malin, City Manager

Exhibit F

**Form of Deed
of Trust**

Complimentary
Recording
Requested
Pursuant To
Government
Code
Sections
6103 And
27383

When Recorded Mail To:

City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
Attn: Affordable Housing Program

**DEED OF TRUST
AND SECURITY
AGREEMENT**

THIS DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust") made on _____, among the Trustor, _____ ("Owner"), whose address is _____, XXXX, California, and City of Seaside, a Municipal Corporation, and the City of Seaside in its capacity as Successor for Housing Functions of its dissolved Redevelopment Agency ("Trustee"), in favor of the City of Seaside and the City of Seaside in its capacity as Successor for Housing Functions of its dissolved Redevelopment Agency (the "City") as Beneficiary.

The Owner, in consideration of the promises herein recited and the trust herein created, irrevocably grants, transfers, conveys and assigns to Trustee, in trust, with power of sale, the property located in the City of Seaside, Monterey County, State of California, described as

Refer to Exhibit "A"

and more commonly known as Seaside, CA
APN: _____ (the "Property").

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and

TOGETHER with all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now

erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefore, whether or not the same are, or shall be attached to said building or buildings in any manner; and all of the foregoing, together with the Property, is herein referred to as the "Security"; To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever;

TO SECURE to the City the performance of the covenants and agreements of Owner contained in that certain Buyer's Occupancy and Resale Agreement with Option to Purchase executed by and between the Owner and the City of even date herewith (the "Resale Agreement") and to secure the payment of Excess Sales Proceeds (as defined in the Resale Agreement) that may become due by Owner to City.

TO SECURE the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Owner herein contained.

OWNER AND CITY COVENANT AND AGREE AS FOLLOWS:

1. Owner's Estate. That Owner is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Security, that other than this Deed of Trust, the Security is encumbered only by: (a) that deed of trust executed by Owner in connection with a loan made to Owner by _____ (the "First Lender"), securing a promissory note executed by Owner in favor of the First Lender ("First Lender Note"), to assist in the purchase of the Property and (b) the Resale Agreement. Owner agrees to warrant and defend generally the title to the Security against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title Insurance policy insuring the City's Interest in the Security. (As used in this Deed of Trust, the term "First Lender" shall include all successors and assigns of the First Lender.)
2. Payment of Excess Sales Proceeds. Owner will promptly pay to the City, when and if due pursuant to the Resale Agreement, the Excess Sales Proceeds (as defined in the Resale Agreement).
3. Resale Agreement. Owner will observe and perform all of the covenants and agreements of the Resale Agreement.
4. Charges; Liens. Owner will pay all taxes, assessments and other charges, fines and impositions attributable to the Security which may attain a priority over this Deed of Trust, by Owner making any payment, when due, directly to the payee thereof. Upon request by the City, Owner will promptly furnish to the City all notices of amounts due under this paragraph. In the event Owner makes payment directly, Owner will promptly discharge any lien which has priority over this Deed of Trust;

provided, that Owner will not be required to discharge the lien of the Deed of Trust securing the First Lender Note (the "First Lender Deed of Trust") or any other lien described in this paragraph so long as Owner will agree in writing to the payment of the obligation secured by such lien in a manner acceptable to the City, or will, in good faith, contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Security or any part thereof.

5. Hazard Insurance. Owner will keep the Security Insured by a standard all risk property insurance policy equal to the replacement value of the Security (adjusted every five (5) years by appraisal, if requested by the City). If the Security is located in a flood plain, Owner shall also maintain flood insurance.

The insurance carrier providing this insurance shall be licensed to do business in the State of California and be chosen by Owner subject to approval by the City.

All insurance policies and renewals thereof will be in a form acceptable to the City and will include a standard mortgagee clause with standard lender's endorsement in favor of the holder of the First Lender Note and the City as their interests may appear and in a form acceptable to the City. The City shall have the right to hold, or cause its designated agent to hold, the policies and renewals thereof, and Owner shall promptly furnish to the City, or its designated agent, the original insurance policies or certificates of insurance, all renewal notices and all receipts of paid premiums. In the event of loss, Owner will give prompt notice to the insurance carrier and the City or its designated agent. The City, or its designated agent, may make proof of loss if not made promptly by Owner. The City shall receive thirty (30) days advance notice of cancellation of any insurance policies required under this section.

Unless the City and Owner otherwise agree in writing, insurance proceeds, subject to the rights of the First Lender, will be applied to restoration or repair of the Security damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds will be used to repay any amounts due under the Resale Agreement, with the excess, if any, paid to Owner. If the Security is abandoned by Owner, or if Owner fails to respond to the City, or its designated agent, within thirty (30) days from the date notice is mailed by either of them to Owner that the insurance carrier offers to settle a claim for insurance benefits, the City, or its designated agent, is authorized to collect and apply the insurance proceeds at the City's option either to restoration or repair of the Security or to pay amounts due under the Resale Agreement.

If the Security is acquired by the City, all right, title and interest of Owner in and to any insurance policy and in and to the proceeds thereof resulting from damage to the Security prior to the sale or acquisition will pass to the City to the extent of the sums secured by this Deed of Trust immediate prior to such sale or acquisition, subject to the rights of the First Lender.

6. Preservation and Maintenance of Security. Owner will keep the Security in good repair and in a neat, clean, and orderly condition and will not commit waste or permit impairment or deterioration of the Security. If there arises a condition in contravention of this Section 5, and if the Owner has not cured such condition within thirty (30) days after receiving a City notice of such a condition, then in addition to any other rights available to the City, the City shall have the right (but not the obligation) to perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Security to recover its cost of curing.

7. Protection of the City's Security. If Owner fails to perform the covenants and agreements contained in this Deed of Trust or if any action or proceeding is commenced which materially affects the City's interest in the Security, including, but not limited to, default under the First Lender Deed of Trust, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then the City, at the City's option, upon notice to Owner, may make such appearances, disburse such sums and take such action as it determines necessary to protect the City's interest, including but not limited to, disbursement of reasonable attorney's fees and entry upon the Security to make repairs.

Any amounts disbursed by the City pursuant to this paragraph, with interest thereon, will become an indebtedness of Owner secured by this Deed of Trust. Unless Owner and City agree to other terms of payment, such amount will be payable upon notice from the City to Owner requesting payment thereof, and will bear interest from the date of disbursement at the lesser of (i) ten percent (10%); or (ii) the highest rate permissible under applicable law. Nothing contained in this paragraph will require the City to incur any expense or take any action hereunder.

8. Inspection. The City may make or cause to be made reasonable entries upon and inspections of the Security; provided that the City will give Owner reasonable notice of inspection.

9. Forbearance by the City Not a Waiver. Any forbearance by the City in exercising any right or remedy will not be a waiver of the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by the City will not be a waiver of the City's right to require payment of any amounts secured by this Deed of Trust.

10. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or any other document, or afforded by law or equity, and may be exercised concurrently, independently or successively.

11. Successors and Assigns Bound. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the City and Owner subject to the provisions of this Deed of Trust.

12. Joint and Several Liability. All covenants and agreements of Owner shall be joint and several.

13. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Owner provided for in this Deed of Trust will be given by certified mail, addressed to Owner at the address shown in the first paragraph of this Deed of Trust or such other address as Owner may designate by notice to the City as provided herein, and (b) any notice to the City will be given by express delivery, return receipt requested, to the City of Seaside at 440 Harcourt Avenue, Seaside, California, 93955, Attention: City Manager, or to such other address as the City may designate by notice to Owner as provided above. Notice shall be effective as of the date received by City as shown on the return receipt.

14. Governing Law. This Deed of Trust shall be governed by the laws of the State of California.

15. Severability. In the event that any provision or clause of this Deed of Trust or the Resale Agreement conflicts with applicable law, such conflict will not affect other provisions of this Deed of Trust or the Resale Agreement which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Resale Agreement are declared to be severable.

16. Captions. The captions and headings in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

17. Nondiscrimination. The Owner covenants by and for itself and its successors and assigns that there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age, disability, sex, sexual orientation, marital status, ancestry or national origin in the sale, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Owner or any person claiming under or through the Owner establish or permit any such practice or practices of discrimination or segregation with reference to the use, occupancy, or transfer of the Home. The foregoing covenant shall run with the land.

18. Non-liability for Negligence, Loss, or Damage. Owner acknowledges, understands and agrees that the relationship between Owner and City is solely that of an owner and an administrator of a City density bonus program, and that City neither undertakes nor assumes any responsibility for or duty to Owner to select, review, inspect, supervise, pass judgment on, or inform Owner of the quality, adequacy or suitability of the Security or any other matter. City owes no duty of care to protect Owner against negligent, faulty, inadequate or defective building or construction or any condition of the Security and Owner agrees that neither Owner, or Owner's heirs, successors or assigns shall ever claim, have or assert any right or action against City for any loss, damage or other matter arising out of or resulting from any condition of the Security and will hold City harmless from any liability, loss or damage for these things.

19. Indemnity. Owner agrees to defend, indemnify, and hold City and Agency harmless from all losses, damages, liabilities, claims, actions, judgments, costs, and reasonable attorneys fees that City and Agency may incur as a direct or indirect consequence of:

A. Owner's failure to perform any obligations as and when required by the Resale Agreement and this Deed of Trust; or

B. The failure at any time of any of Owner's representations or warranties to be true and correct.

20. Acceleration; Remedies. Upon Owner's breach of any covenant or agreement of Owner in this Deed of Trust, including, but not limited to, the covenants to pay, when due, any sums secured by this Deed of Trust, the City, prior to acceleration, will mail by express delivery, return receipt requested notice to Owner specifying; (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty (30) days from the date the notice is received by Owner as shown on the return receipt, by which such breach is to be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Security. The notice will also inform Owner of Owner's right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of default or any other defense of Owner to acceleration and sale. If the breach is not cured on or before the date specified in the notice, the City, at the City's option, may:

- (a) declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by California law. (b) either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any breach hereunder or invalidate any act done in response to such breach and, notwithstanding the continuance in possession of the Security, the City shall be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any uncured breach, including the right to exercise the power of sale; (c) commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof; (d) deliver to Trustee a written declaration of default and demand for sale, pursuant to the provisions for notice of sale found at California Civil Code Sections 2924, et seq., as amended from time to time; or (e) exercise all other rights and remedies provided herein, in the instruments by which the Owner acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing all or any portion of the obligations secured

hereby, or provided by law.

The City shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney's fees.

21. Owner's Right to Reinstate. Notwithstanding the City's acceleration of the sums secured by this Deed of Trust, Owner will have the right to have any proceedings begun by the City to enforce this Deed of Trust discontinued at any time prior to five (5) days before sale of the Security pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Owner pays City all sums which would be then due under this Deed of Trust and no acceleration under this Deed of Trust or the Resale Agreement has occurred; (b) Owner cures all breaches of any other covenants or agreements of Owner contained in the Resale Agreement or this Deed of Trust; (c) Owner pays all reasonable expenses incurred by City and Trustee in enforcing the covenants and agreements of Owner contained in the Resale Agreement or this Deed of Trust, and in enforcing the City's and Trustee's remedies, including, but not limited to, reasonable attorney's fees; and (d) Owner takes such action as City may reasonably require to assure that the lien of this Deed of Trust, City's interest in the Security and Owner's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Owner, this Deed of Trust and the obligations secured hereby will remain in full force and effect as if no acceleration had occurred.
22. Due on Transfer of the Property. Upon a Transfer (as defined in the Resale Agreement) of the Property or any interest in it, the City shall require immediate payment in full of all sums secured by this Deed of Trust.
23. Reconveyance. Upon payment of all sums secured by this Deed of Trust, the City will request Trustee to reconvey the Security and will surrender this Deed of Trust and the Resale Agreement to Trustee. Trustee will reconvey the Security without warranty and without charge to the person or persons legally entitled thereto. Such person or persons will pay all costs of recordation, if any.
24. Substitute Trustee. The City, at the City's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. The successor trustee will succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.
25. Superiority of First Lender Documents. Notwithstanding any provision herein, this Deed of Trust shall not diminish or affect the rights of the First Lender under the First Lender Deed of Trust or any subsequent First Lender deeds of trust hereafter recorded against the Security in compliance with the requirements of Section 24 of the Resale Agreement. City agrees to promptly upon request execute and deliver any documents reasonably requested to subordinate this Deed of Trust to any subsequent First Lender Deed of Trust permitted by Section 24 of the Resale Agreement.

Notwithstanding any other provision hereof, the provisions of this Deed of Trust shall be subordinate to the lien of the First Lender Deed of Trust and shall not impair the rights of the First Lender, or such lender's assignee or successor in interest, to exercise its remedies under the First Lender Deed of Trust in the event of default under the First Lender Deed of Trust by the Owner. Such remedies under the First Lender Deed of Trust include the right of foreclosure or acceptance of a deed or assignment in lieu of foreclosure. After such foreclosure or acceptance of a deed in lieu of foreclosure, this Deed of Trust shall be forever terminated and shall have no further effect as to the Property or any transferee thereafter; provided, however, if the holder of such First Lender Deed of Trust acquired title to the Property pursuant to a deed or assignment in lieu of foreclosure, this Deed of Trust shall automatically terminate upon such acquisition of title by First Lender, provided that (i) the City has been given written notice of default under such First Lender Deed of Trust with a sixty (60)-day cure period and (ii) the City shall not have cured or commenced to cure the default within such sixty (60)-day period or commenced to cure and given its firm commitment to complete the cure in form and substance acceptable to the First Lender; or (iii) the City shall not have exercised its option to purchase the Property pursuant to Section 17 of the Resale Agreement and then proceeded diligently to cure the default within such sixty (60)-day period.

26. Request for Notice. Owner requests that copies of the notice of default and notice of sale be sent to Owner at the address set forth in Section 13 above.

IN WITNESS WHEREOF, the City and Owner have
executed this Deed of Trust as of the date first written
above.

CITY: _____
Craig Malin, City Manager

OWNER(S): _____

EXHIBIT G
FORM OF RENTAL UNIT AFFORDABLE HOUSING REGULATORY AGREEMENT
[ATTACHED]

Complimentary Recording Requested Pursuant To
Government Code Section 6103 and 27383

When Recorded Mail To:

City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
Attn: Affordable Housing Program

Space Above This Line for Recorder's Use Only

AFFORDABLE HOUSING REGULATORY AGREEMENT

This Affordable Housing Regulatory Agreement (this "Agreement") is made and entered into as of _____ by and between the City of Seaside, a Municipal Corporation, and the City of Seaside in its capacity as Successor for Housing Functions of its dissolved Redevelopment Agency (the "City") and _____ (the "Developer").

RECITALS

- A. Defined terms used but not defined in these recitals are as defined in Article 1 of this Agreement.
- B. Pursuant to Chapter 17.32 of the Seaside Municipal Code, a portion of all new housing constructed in the City of Seaside is required to be affordable for median to above moderate income households.
- C. KB Bakewell Seaside Venture II, LLC, a Delaware limited liability company (the "Master Developer") entered into an Affordable Housing Agreement dated _____. Pursuant to the Affordable Housing Agreement, dated _____, recorded in the Official Records of the County of Monterey on _____ (the "Affordable Housing Agreement"), the Developer agreed to develop 225 affordable housing units, including for-sale and for-rent units, affordable to very low, low moderate, or moderate income households. Master Developer and the City entered into the Affordable Housing Agreement in connection with the Master Developer's execution of that certain Development Agreement, dated _____, recorded in the Official Records of the County of Monterey on _____ (the "Development Agreement").
- D. Concurrently herewith, Master Developer is selling to Developer, and Developer is acquiring from the Master Developer, that certain property identified on Exhibit A hereto (the "Property").
- E. This Agreement evidences Developer's Agreement, for the benefit of the City, to enter into for-rent unit affordability restrictions for ____ of the 225 affordable housing units required to be developed under the Affordable Housing Agreement, in partial satisfaction of Master Developer's obligations thereunder.

F. In order to ensure that the entire Property will be used and operated in accordance with these conditions and restrictions, the City and Developer wish to enter into this Agreement.

THEREFORE, the City and Developer hereby agree as follows.

ARTICLE 1 DEFINITIONS

1.1 Definitions.

When used in this Agreement, the following terms have the respective meanings assigned to them in this Article 1.

- (a) "Actual Household Size" means the actual number of persons in the applicable household.
- (b) "Affordable Housing Parcel" is defined in Recital D.
- (c) "Affordable Units" means the ____ residential units to be developed on the Property.
- (d) "Agreement" means this Affordable Housing Regulatory Agreement.
- (e) "Assumed Household Size" means one person in a studio apartment, two persons in a one-bedroom unit, three persons in a two-bedroom unit, and one additional person for each additional bedroom thereafter, unless a federal standard applicable to the development (such as the low-income housing tax credit program under Section 42 of the Internal Revenue Code ("Tax Credits"), as administered pursuant to the regulations of the California Tax Credit Allocation Committee ("CTCAC")) provides for the use of a different assumed household size, in which case the federal standard shall apply. In the case of Tax Credits, the CTCAC definition for "assumed household size" shall apply.
- (f) "City" means the City of Seaside.
- (g) "Completion Date" means the date a final certificate of occupancy, or equivalent document is issued by the City to certify that the Improvements may be legally occupied.
- (h) "Developer" means _____, and its authorized representatives, assigns, transferees, or successors-in-interest thereto.
- (i) "Development Agreement" is defined in Recital C.
- (j) "Improvements" means the ____-unit affordable rental housing development, plus ____ manager's units, appurtenant landscaping, parking, and other on-site improvements to be constructed on the Property.
- (k) "Low Income Household" means a household whose income does not exceed 60 percent of Median Income adjusted for Actual Household Size.

(l) "Low Income Rent" means a monthly Rent amount not exceeding 60 percent of the Median Income, adjusted for Assumed Household Size based on unit size, multiplied by 30 percent and divided by 12.

(m) "Low Income Units" means the Affordable Units, which, pursuant to Section 2.1(b) below, are required to be occupied by Low Income Households.

(n) "Management Agent" has the meaning set forth in Section 5.5.

(o) "Management Contract" has the meaning set forth in Section 5.5.

(p) "Management Plan" has the meaning set forth in Section 5.3.

(q) "Marketing Plan" is defined in Section 5.1.

(r) "Median Income" means median income for Monterey County, adjusted for household size, as published pursuant to California Code of Regulations, Title 25, Section 6932 (or its successor provision); provided, if the Improvements are financed in whole or in part through the use of Tax Credits and/or the proceeds of tax-exempt bonds or other obligations the interest on which are exempt from tax under the Internal Revenue Code and which are issued under the volume limitations pursuant to Section 146 of the Internal Revenue Code ("Tax-Exempt Bonds"), then "Median Income" means median income for the Monterey County promulgated by the United States Department of Housing and Urban Development ("HUD"), as adjusted for household size, as published in the Federal Register.

(s) "Ordinance" means Chapter 17.32 of the Seaside Municipal Code.

(t) "Property" means the real property described in Exhibit A attached hereto and incorporated herein.

(u) "Rent" means the total of monthly payments by the Tenant of an Affordable Unit for the following: use and occupancy of the Affordable Unit and land and associated facilities, including parking, which are required by City ordinance to be provided as amenities for the Improvements; any separately charged fees or service charges assessed by Developer which are required of all Tenants, other than security deposits; the Utility Allowance; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Developer, which are required of all Tenants.

(v) "Tenant" means a household legally occupying an Affordable Unit pursuant to a valid lease with Developer.

(w) "Tenant Selection Plan" is defined in Section 5.2.

(x) "Term" means the term of this Agreement, which commences on the date of this Agreement and continues until the fifty-five (55) year anniversary of the date of the first valid lease with a Tenant.

(y) "Utility Allowance" means an allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV, as determined annually by the City, unless a federal standard applicable to the development (such as

the Tax Credit program administered pursuant to the regulations of CTCAC) provides for the use of a different utility allowance, in which case the federal utility allowance standard shall apply.

(z) "Very Low Income Household" means a household whose income does not exceed 50 percent of median Income adjusted for Actual Household Size.

(aa) "Very Low Income Rent" means a monthly Rent amount not exceeding 50 percent of the Median Income, adjusted for Assumed Household Size based on unit size, multiplied by 30 percent and divided by 12.

(bb) "Very Low Income Units" means the Affordable Units, which, pursuant to Section 2.1(a) below, are required to be occupied by Very Low Income Households.

ARTICLE 2 AFFORDABILITY AND OCCUPANCY COVENANTS

2.1 Occupancy Requirements. The Affordable Units shall be occupied by Tenants meeting the following income requirements:

(a) Very Low Income Units. _____ () of the Affordable Units on the Affordable Housing Parcel are required to be rented to and occupied by or, if vacant, available for occupancy by Very Low Income Households.

(b) Low Income Units. _____ () of the Affordable Units on the Affordable Housing Parcel are required to be rented to and occupied by or, if vacant, available for occupancy by Low Income Households.

2.2 Allowable Rent.

(a) Very Low Income Rent. Subject to the provisions of Section 2.3 below, the Rent (including the Utility Allowance) paid by Tenants of the Very Low Income Units shall not exceed the Very Low Income Rent.

(b) Low Income Rent. Subject to the provisions of Section 2.3 below, the Rent (including the Utility Allowance) paid by Tenants of the Low Income Units shall not exceed the Low Income Rent.

(c) City Approval of Initial and Subsequent Rents. For so long as the Improvements are encumbered by a Tax Credit and/or Tax-Exempt Bond low-income regulatory agreement, Initial Rents for all Affordable Units and all rent increases thereafter shall be charged strictly in accordance with the rent schedules published by CTCAC, and the Developer shall provide the City with notice annually of the then-applicable Rent levels. At any time this Agreement is the sole encumbrance recorded against title to the Improvements setting forth rent and income restrictions for the Affordable Units, the Initial Rents for all Affordable Units shall be reported to the City prior to occupancy for review and approval, not to be unreasonably withheld, conditioned or delayed and all rent increases also shall be reported to the City for review and approval, not to be unreasonably withheld, conditioned or delayed. Developer may not raise Rent more often than once every twelve (12) months unless Developer and Tenant have previously agreed otherwise. At any time this Agreement is the sole encumbrance recorded against title to the Improvements setting forth rent and income restrictions for the Affordable Units, the City shall provide Developer with a schedule of maximum permissible rents for the Affordable Units annually, and, within thirty (30) days following receipt of such schedule, Developer shall provide

evidence reasonably satisfactory to City confirming that the Rents charged by Developer comply with the maximum permissible rents indicated on such schedule.

2.3 Increased Income of Tenants.

(a) If, upon recertification of the income of a Tenant of an Affordable Unit, Developer determines that such Very Low Income Household's income has increased and exceeds the qualifying income for a Very Low Income Household, but does not exceed the qualifying limit for a Low Income Household, then, the Tenant may continue to occupy the Affordable Unit, and upon expiration of the Tenant's lease, (i) Developer may increase the Rent charged to the Tenant to the Low Income Rent, provided that Developer has provided the Tenant thirty (30) days written notice, and (ii) Developer shall rent the next available Affordable Unit that is comparable in size (i.e., number of bedrooms, bathrooms, square footage, etc.) and location (i.e., same floor, same view, etc.) as the original unit to a Very Low Income Household, at a Rent not exceeding the maximum Rent specified in Section 2.2 to comply with the requirements of Sections 2.1 and 2.2 above. Upon renting the next available Affordable Unit to a Very Low Income Household, the Affordable Unit with the over-income Tenant will no longer be considered a Very Low Income Unit.

(b) If, upon recertification of the income of a Tenant of an Affordable Unit, Developer determines that a former Low Income Household has an income exceeding 140% of the qualifying income for a Low Income Household, then the tenant shall be given one year's notice to vacate the unit, and Developer may raise the tenant's rent as provided below. Notwithstanding the foregoing, no resident that occupies a unit subject to a regulatory agreement with respect to the Tax Credits and/or the Tax-Exempt Bonds, shall be evicted as a result of such resident being over income except as and when allowed by Federal law, including 26 U.S.C. §42. If any law or other public agency regulatory agreement prohibits the Developer from requiring the Tenant to vacate the Affordable Unit, such Tenant shall be permitted to continue to occupy the Affordable Unit and such Tenant's Rent may be increased to one-twelfth of thirty percent (30%) of the household's actual income, adjusted for Assumed Household Size, upon thirty (30) days written notice to the Tenant provided. In either instance, the Affordable Unit will continue to be classified as a Very Low Income Unit or Low Income Unit as applicable until the Tenant vacates the Affordable Unit, at which time Developer shall re-rent the Affordable Unit to a Very Low Income Household or Low Income Household as applicable to meet the requirements of Section 2.1 above.

2.4 Termination of Occupancy. Upon termination of occupancy of an Affordable Unit by a Tenant, such Affordable Unit will be deemed to be continuously occupied by a household of the same income level (e.g., Very Low Income Household or Low Income Household) as the initial income level of the vacating Tenant, until such Affordable Unit is reoccupied, at which time the income character of the Affordable Unit (e.g., Very Low Income Household or Low Income Household) will be re-determined. In any event, Developer shall maintain the occupancy requirements set forth in Section 2.1 above, except as may be modified by Section 2.3.

ARTICLE 3 INCOME CERTIFICATION AND REPORTING

3.1 Income Certification.

(a) Developer shall obtain, complete and maintain on file, immediately prior to initial occupancy income certifications from each Tenant renting any of the Affordable Units. Developer shall make a good faith effort to verify that the income provided by an applicant or

occupying household in an income certification is accurate by collecting acceptable documentation, including income tax statements or a W-2 for the previous calendar year, and submitting, on a form approved by the City, a certification that the tenant qualifies as an income eligible household. Developer shall conduct annual re-certifications pursuant to the same process.

(b) Developer shall provide copies of all Tenant income certifications to the City upon request.

3.2 Annual Report to City.

Developer shall submit to the City, not later than the ninetieth (90) day after the close of each calendar year, or such other date as may be requested by the City, a report setting forth the information called for therein.

3.3 Additional Information.

Developer shall provide any additional information reasonably requested by the City. The City shall have the right to examine and make copies of all books, records or other documents of Developer which pertain to the Improvements with reasonable notice to Developer.

3.4 Tenant Records.

(a) Developer shall keep and maintain, complete, accurate and current records pertaining to the Improvements, and shall permit any duly authorized representative of the City to inspect records, including records pertaining to income and household size of Tenants and Rent charged Tenants. Developer shall maintain all Tenant lists, applications and waiting lists relating to the Improvements separate and identifiable from any other business of Developer and such documents must be maintained as required by the City, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the City.

(b) The City shall notify Developer of any records it deems insufficient. Developer shall have thirty (30) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the City in such notice, or if a period longer than thirty (30) days is reasonably necessary to correct the deficiency, then Developer shall begin to correct the deficiency within thirty (30) days and correct the deficiency as soon as reasonably possible.

3.5 On-site Inspection.

The City shall have the right, with reasonable notice to Developer, to perform an on-site inspection of the Improvements at least one (1) time per year to verify compliance with the requirements of this Agreement. Developer agrees to cooperate in such inspection. If City desires to inspect the interior of the Affordable Units, City shall give Developer sufficient notice to allow Developer to give not less than seventy-two (72) hours written notice to Tenants.

ARTICLE 4 OPERATION OF THE IMPROVEMENTS

4.1 Residential Use.

Developer shall operate the Improvements only for residential use. Developer shall not operate

any part of the Improvements as transient housing in which the term of occupancy is less than thirty (30) days.

4.2 Taxes and Assessments.

Developer shall pay all real and personal property taxes, assessments and charges and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property; provided, however, that Developer shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event Developer exercises its right to contest any tax, assessment, or charge against it, Developer, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

4.3 Property Tax Exemption

City consent is not required for Developer to apply for a property tax exemption for the Affordable Housing Parcel under California Revenue and Taxation Code Section 214(g). The prior written consent of the City is required in the event the Developer seeks to apply for any other property tax exemption for the Affordable Housing Parcel.

4.4. Local Preference

To the extent permitted by applicable law and consistent with the program regulations for funding sources used for development of the Improvements, Developer shall give preference in the rental of Affordable Units to Low Income Households or Very Low Income Households, as applicable, to tenants who meet reasonable criteria, including without limitation, existing City of Seaside residents, persons who are employed in the City of Seaside or other reasonable criteria that may be determined by the City from time to time. The preference stated in this Section shall apply to rental of all Affordable Units throughout the Term.

No preference herein may be used for the purpose or effect of delaying or otherwise denying admission to any Affordable Unit based on the race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant household. Nothing herein shall restrict Developer from screening tenants through the application of criteria which is lawful and customary in apartment management in the City and otherwise consistent with federal, state and local regulations and restrictions applicable to the Improvements. The City shall consider reasonable factors, as determined by the City from time to time, including without limitation

ARTICLE 5 PROPERTY MANAGEMENT AND MAINTENANCE

5.1 Management Responsibilities.

Developer is responsible for all management functions with respect to the Improvements, including without limitation the selection of Tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The City shall have no responsibility over management of the Improvements. Developer shall retain a professional property management company approved by the City in its reasonable discretion to perform its management duties hereunder.

5.2 Management Agent.

No later than six (6) months prior to the projected date of the completion of the construction of the Improvements, Developer shall submit to the City for approval the name and qualifications of the proposed management agent (the "Management Agent"), and the proposed management contract (the "Management Contract"). The Management Agent shall have demonstrated the ability to operate residential facilities like the Improvements in a manner that will provide decent, safe, and sanitary housing. Developer shall also submit such additional information about the background, experience and financial condition of any proposed Management Agent as is reasonably necessary for the City to determine whether the proposed Management Agent meets the standards for a qualified Management Agent of Improvements of this type.

5.3 Performance Review.

The City reserves the right to conduct an annual (or more frequently, if deemed necessary by the City) review of the management practices and financial status of the Improvements. The purpose of each periodic review will be to enable the City to determine if the Improvements are being operated and managed in accordance with the requirements and standards of this Agreement. Developer shall cooperate with the City in such reviews.

5.4 Property Maintenance.

Developer shall, for the entire Term of this Agreement, maintain all interior and exterior improvements, including landscaping, on the Affordable Housing Parcel in good condition and repair (and, as to landscaping, in a healthy condition) and in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials.

ARTICLE 6 ENFORCEMENT

6.1 Enforcement by the City.

If Developer fails to perform any obligation under this Agreement, and fails to cure the default within thirty (30) days after the City has notified Developer in writing of the default or, if the default cannot be cured within thirty (30) days, fails to commence to cure within thirty (30) days and thereafter diligently pursue such cure and complete such cure within ninety (90) days, the City shall have the right to enforce this Agreement by any or all of the following actions, or any other remedy provided by law or equity:

(a) Action to Compel Performance or for Damages. The City may bring an action at law or in equity to compel Developer's performance of its obligations under this Agreement, and/or for damages.

(b) Remedies Provided Under the Ordinance. The City may exercise any other remedy provided under the Ordinance.

(c) Cure Rights. Notwithstanding anything to the contrary contained herein, City hereby agrees that any cure of any default made or tendered by (i) Developer's limited

partner, or (ii) Developer's senior mortgage lender, shall be deemed to be a cure by Developer and shall be accepted or rejected on the same basis as if made or tendered by Developer.

ARTICLE 7 MISCELLANEOUS

7.1 Lease Provisions.

(a) In leasing the Affordable Units in the Improvements, the form of Tenant lease shall also comply with all requirements of this Agreement, and shall, among other matters:

(1) provide for termination of the lease and consent by the Tenant to immediate eviction for failure: (i) to provide any information required under this Agreement or reasonably requested by Developer to establish or recertify the Tenant's qualification, or the qualification of the Tenant's household, for occupancy in the Improvements in accordance with the standards set forth in this Agreement, or (ii) to qualify as a Very Low Income Household or Low Income Household as a result of any material misrepresentation made by such Tenant with respect to the income computation or certification;

(2) provide that if the household's income increases above the applicable limits for a Very Low Income Household or Low Income Household, as applicable, such household's Rent may be subject to increase, and such household's occupancy may be subject to termination due to an increased income above that of a Low Income Household, provided, however, so long as applicable CTCAC regulations or any law or regulations associated with the Tax-Exempt Bonds prohibit termination as a result of increases in income above applicable income limits, the form of tenant Lease for any unit subject to a regulatory agreement with respect to the Tax Credits and/or the Tax-Exempt Bonds shall not be required to provide for termination due to an increased income above that of a Low Income Household; and

(3) be for an initial term of not less than one (1) year. After the initial year of tenancy, the lease may be month to month by mutual agreement of Developer and the Tenant.

(b) Any termination of a lease (other than default by Tenant) or refusal by Developer to renew must be preceded by no less than thirty (30) days' written notice to the Tenant by Developer specifying the grounds for the action, and with such further notice as may be required by Section 2.4. Termination of a lease for a default by Tenant shall be in accordance with applicable law.

7.2 Nondiscrimination.

(a) Developer herein covenants by and for itself, its subcontractors, its successors and assigns, and all persons claiming under or through them, that there shall be no unlawful discrimination, irrespective of any person's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or any other protected status recognized under the law against any employee or applicant for employment

related to the Affordable Units. Developer shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, Developer shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time.

(b) The provisions of paragraph (a) shall further apply to the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Affordable Units, and Developer and any person claiming under or through the Developer, shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the Affordable Units or in connection with the employment of persons for the construction, operation and management of any Affordable Unit.

7.3 Section 8 Voucher and Certificate Holders.

Developer shall accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing housing certificate program or the Housing Choice Voucher Program under Section 8 of the United States Housing Act, or its successor. Developer shall not apply selection criteria to Section 8 certificate or voucher holders that are more burdensome than the criteria applied to all other prospective Tenants, nor shall Developer apply or permit the application of management policies or lease provisions with respect to the Improvements which have the effect of precluding occupancy of units by such prospective Tenants.

7.4 Term.

The provisions of this Agreement apply to the Affordable Housing Parcel for the entire Term. This Agreement is binding on any successor, heir or assign of Developer, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the City.

7.5 Subordination to Security Interest.

This Agreement shall be subordinated to any bona fide mortgage, deed of trust, or other security financing interest encumbering the Affordable Housing Parcel.

7.6 Covenants to Run With the Land.

The City and Developer hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall run with the land, and shall bind all successors in title to the Property, provided, however, that on the expiration of the Term of this Agreement said covenants and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof, shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the City expressly releases such conveyed portion of the Property from the requirements of this Agreement.

7.7 Indemnification.

Developer will indemnify and hold harmless (without limit as to amount) City and its elected officials, officers, employees and agents in their official capacity (hereinafter collectively referred to as "Indemnitees"), and any of them, from and against all loss, all risk of loss and all damage (including expense) sustained or incurred because of or by reason of any and all claims, demands, suits, actions, judgments and executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of or relating in any manner to the development of the Property or the sale of units on the Property, and shall protect and defend Indemnities, and any of them with respect thereto; provided, however, that Developer shall not be required to indemnify, defend or hold harmless any of the Indemnitees from claims, losses, damages, costs and expenses related to the negligence or willful misconduct of any of the Indemnitees.

7.8 Recording and Filing.

The City and Developer shall cause this Agreement, and all amendments and supplements to it, to be recorded in the Official Records of Monterey County.

7.9 Successors Bound.

Developer covenants, for itself and its successors and assigns, not to sell, transfer, assign or otherwise dispose of ownership of the Property (a "Transfer"), without the express written consent of the City, not to be unreasonably withheld, conditioned or delayed. The parties agree that it shall not be unreasonable for City to withhold or condition approval of any Transfer where the proposed transferee has not demonstrated to the City's satisfaction that it has the qualifications, experience and financial resources necessary and adequate as may be reasonably determined by the City to competently manage the Improvements and to otherwise fulfill the obligations undertaken by the Developer under this Agreement. Any prospective purchaser, transferee or assignee shall expressly promise in writing to be bound by all of the provisions hereof, including the covenant in this Section 7.9 to require successors to expressly assume the obligations herein. The Transfer shall be effectuated pursuant to a written instrument satisfactory to the City in form recordable in the Official Records. Upon the Transfer of Developer's rights and interests under this Agreement pursuant to this Section 7.9, Developer shall automatically be released from its obligations and liabilities under this Agreement arising or accruing after the date of Transfer. Upon any Transfer and the express assumption of Developer's obligations under this Agreement by such transferee, City agrees to look solely to the transferee for compliance by such transferee with the provisions of this Agreement. Failure to deliver a written assumption agreement hereunder shall not affect the running of any covenants herein with the land, as provided in Section 7.6 above, nor shall such failure negate, modify or otherwise affect the liability of any transferee pursuant to the provisions of this Agreement.

7.10 Governing Law.

This Agreement is governed by the laws of the State of California.

7.11 Waiver of Requirements.

No waiver of the requirements of this Agreement shall occur unless expressly waived by the City in writing. No waiver will be implied from any delay or failure by the City to take action on any breach or default of Developer or to pursue any remedy permitted under this Agreement or applicable law. Any extension of time granted to Developer to perform any obligation under this Agreement will not operate as a waiver or release from any of its obligations under this Agreement. Consent by the City to any act or omission by Developer shall not be construed to be consent to any other or subsequent act or omission or

to waive the requirement for the City's written consent to future waivers.

7.12 Amendments.

This Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title, and duly recorded in the real property records of the County of Alameda.

7.13 Notices.

Any notices and correspondence concerning this Agreement shall be sent to the parties at the following addresses:

City	Developer
Clerk	Contact Name
Community Development Department	CO
440 Harcourt Ave.	Address
Seaside, CA 93955	City, State Zip
Electronic Copy to:	
cityattorney@ci.seaside.ca.us	

Such addresses may be changed by notice to the other party given in the same manner as provided above.

7.14 Severability.

If any provision of this Agreement is found invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Agreement shall not in any way be affected or impaired thereby.

7.15 Multiple Originals; Counterparts.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

[Signatures on Next Page]

IN WITNESS WHEREOF, the City and Developer have entered into this Agreement, as of the date first written above.

DEVELOPER:

CITY:

Signature Page

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Acknowledgement

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

)
)
)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name: _____
Notary Public

Acknowledgement



CITY OF SEASIDE STAFF REPORT

Item No.: 10.C.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Andrew Myrick, Economic Development & Community Planning Manager

DATE: September 19, 2024

**SUBJECT: PROVIDE FEEDBACK ON A POTENTIAL DRAFT ORDINANCE
MODIFYING THE ALLOWABLE NUMBER OF CANNABIS
DISPENSARIES AND MAKING OTHER CHANGES TO THE
OPERATION AND SELECTION OF CANNABIS DISPENSARIES
WITHIN THE CITY OF SEASIDE**

RECOMMENDATION

Receive the presentation, and provide feedback on a potential draft ordinance modifying the allowable number of cannabis dispensaries and making other changes to the operation and selection of cannabis dispensaries within the City of Seaside.

BACKGROUND

Following adoption of Proposition 65 legalizing the "adult" (ie recreational) use of cannabis in November 2016, in September 2017 the Seaside City Council adopted Ordinance 1043, which added Title 19 to its Municipal Code. Title 19 established the application process and operating requirements for cannabis-related businesses. Under Ordinance 1043 a maximum of three dispensaries could be permitted in the City.

Following a review of applications for dispensaries in December 2017, the Council adopted Ordinance 1046 in February 2018, which increased the number of allowed dispensaries from three to six. In March 2018, the Council approved Development/Operating Agreements for six cannabis dispensaries.

In April 2021, the Council adopted Ordinance 2002, which increased the allowable number of dispensaries was increased to a total of nine (including six in the West Broadway Urban Village and three elsewhere in the City). However, no additional dispensaries commenced operations following this amendment. Currently, there are six dispensaries with valid Use

Permits and Development/Operating Agreements in the City:

Canna Cruz (680 Broadway Avenue)
Halfpipe (840 Broadway Avenue)
Higher Level of Care (310 Amador Avenue)
Rare Earth (575 Broadway Avenue)
The Reef (1904 Fremont Boulevard)
Seaside Green (1717 Fremont Boulevard)

As time passes, the industry continues to evolve and more information regarding the operations and impacts becomes available. At the June 20, 2024 City Council meeting, Council expressed concern that the currently approved number of dispensaries may be too high and requested that staff review the number of dispensaries.

In response, staff has produced the attached DRAFT language which would make changes to Title 19. In order to determine the appropriate number of dispensaries in the City of Seaside, staff looked at nearby jurisdictions to determine the appropriate number of dispensaries (because of its spread-out nature, the County of Monterey was not included). The chart below shows the results:

City Name	Allowed Number of Dispensaries	Population (2020)	Size (sq. miles)	Dispensary per 1,000 pop.	Dispensary per sq. mi.
Del Rey Oaks	1	1,592	1.05	0.628	0.952
Marina	3	22,359	8.91	0.134	0.337
Monterey	4	30,218	8.65	0.132	0.462
Salinas	5	163,542	23.42	0.031	0.213
Average:				0.231	0.491
Seaside	9	32,366	8.92	0.278	1.009
Average including Seaside:				0.241	0.595

As noted in the Table, Seaside is slightly above the average for the other jurisdictions studied when controlled for population. However, the average is skewed by the high number for Del Rey Oaks. Excluding Del Rey Oaks, Seaside allows twice as many dispensaries per person as Marina and Monterey, and nearly nine times the number as Salinas.

Seaside also has a very high number of dispensaries when controlled for land area. Seaside has more than twice the number of dispensaries per square mile as the average for the other jurisdictions.

Given this information, staff believes that a reduction in the number of allowed dispensaries is justified. Of the four other jurisdictions reviewed, Marina and Monterey are the most similar to Seaside in terms of size and location. With four dispensaries, Seaside would have a similar density to those two cities. The Table below shows how Seaside would compare to

Marina and Monterey with 9, 6, and 4 dispensaries:

City Name	Allowed Number of Dispensaries	Population (2020)	Size (sq. miles)	Dispensary per 1,000 pop.	Dispensary per sq. mi.
Marina	3	22,359	8.91	0.134	0.337
Monterey	4	30,218	8.65	0.132	0.462
Average:				0.133	0.400
Seaside (Allowed)	9	32,366	8.92	0.278	1.009
Seaside (Existing)	6	32,366	8.92	0.185	0.673
Seaside (Proposed)	4	32,366	8.92	0.124	0.448

If Council were to reduce the number of allowable dispensaries to four, there would be more existing dispensaries (6) than allowed (4). The proposed language explicitly states that any dispensaries already in operation may continue to operate as long as they remain in good standing with the terms of their Development/Operating Agreement and Use Permit. Over time, the number of businesses would drop to four through attrition. Council would also be able to approve transferring Development/Operating Agreements from one party to another (such as the sale of the business).

The Ordinance would also make edits to the process by which cannabis applications are considered. This would add the requirement that a Community Benefit Plan be included in the application packet, and includes several "clean-up" items as well.

Staff is seeking Council feedback and direction on the language contained herein. Staff can then refine the language and bring it to the Council as an Ordinance, if appropriate.

FISCAL IMPACT

No immediate financial impact is expected with this item. Reducing the number of cannabis dispensaries could potentially reduce revenues collected from taxable sales of cannabis products. However, it is unknown at this time whether there would actually be any significant reduction in those revenues. Further, since the number of dispensaries would not immediately be reduced, it is unknown when any reductions (if any) would occur.

ATTACHMENTS

1. DRAFT Title 19 Redlines City Council 2024-09-19

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

Chapter 19.02

CANNABIS DISPENSARIES AND OPERATING STANDARDS

Sections:

- 19.02.010 Cannabis dispensaries.
- 19.02.020 Eligibility requirement.
- 19.02.030 Operation plan.
- 19.02.040 Dispensing.
- 19.02.050 Members and employees of medical dispensaries.
- 19.02.060 Adult dispensaries.
- 19.02.070 Security.
- 19.02.080 Signage.
- 19.02.090 Delivery.
- 19.02.100 Neighborhood compatibility.
- 19.02.110 Consumption of cannabis, tobacco, or alcohol.
- 19.02.120 Regulatory fees, seller's permit.

19.02.010 Cannabis dispensaries.

A. ~~The city manager shall issue~~ All cannabis dispensaries shall obtain a valid conditional use permits for from the City of Seaside prior to operation of adult or medical cannabis operations in such numbers as authorized by the city council. In addition, each cannabis dispensary shall enter into a development/operating agreement with the City of Seaside prior to the commencement of operations. The total number of conditional use permits shall not exceed six valid dispensaries of each type within the West Broadway Urban Village and a total of three dispensaries of each type City-wide not located in the West Broadway Urban Village.

B. Whenever possible, adult and medical cannabis dispensaries shall be located paired with and operated adjacent to a dispensary of the other type. ~~An adult dispensary shall be collocated with a medical dispensary when possible.~~

C. No cannabis dispensary of any type shall be located within six hundred feet of any public or private school providing instruction in any grade kindergarten through 12, but not including any home schooling, and shall be located in a ~~commercial or industrial~~ zone as approved in SMC Title 17.

D. Dispensaries not located in the West Broadway Urban Village, as defined by the West Broadway Urban Village Specific Plan, Specific Plan shall not be located within 700 feet of another dispensary located outside the West Broadway Urban Village ~~Specific Plan~~ unless adjacent to a collocated dispensary of the opposite type as set forth in subsection B of this section. Those located in the West Broadway Urban Village ~~Specific Plan~~ shall not be located within 400 ~~hundred~~ feet of another dispensary located within the West Broadway Urban Village ~~Specific Plan~~ unless adjacent to a collocated dispensary of the opposite type as set forth in subsection B of this section.

E. No cannabis dispensary use permit of any type shall be allowed on more than one assessor's parcel number (APN), unless such APN is directly adjacent to the primary APN. APN's separated by public streets shall require a separate conditional use permit.

F. The total number of development/operating agreements within the City of Seaside shall not exceed four valid dispensaries of each type. No more than three of these dispensaries shall be located within the West Broadway Urban Village. Notwithstanding the above, any business already in possession of a valid development/operating agreement may continue to operate in accordance with the terms of that agreement, the terms of any existing conditional use permit, California law, and the Seaside Municipal Code.

19.02.020 Eligibility requirement.

A. No person shall own any interest or maintain any position, including employee, with a dispensary other than that of a member convicted of any of the following crimes within the time limit specified:

1. Homicide, at any point in the past.
2. Any serious felony listed in Penal Code Section 1192.7(c) or 667.5(c) within the past ten years.
3. Penal Code Sections 243 through 247, except for 243(a), which essentially include various forms of assault and battery within the past ten years.
4. Health and Safety Code violations of Section 11357(d) or (e), or 11361, or Article 1, 3, 5, 6 or 7 of Chapter 6 of Division 10 relating to certain possession of concentrated cannabis or sale on school grounds within the past ten years.
5. Health and Safety Code violation of Sections 11358, 11359, and 11360 relating to illegal cultivation, importation, or sale of marijuana plants within the past three years.

B. Businesses shall perform a Live Scan background check on all officers and employees to ensure that no violations of Section 19.02.020.A are occurring. These records shall be maintained by the business and are subject to review and/or audit by the City of Seaside to verify compliance with this Section. ~~Such other information deemed necessary including background investigation and a Live Scan background check of the applicant, for the city manager to determine compliance with the city's municipal code.~~

C. All applicants shall pay ~~a dispensary permit application fee, a permit fee, and all required permit and~~ inspection fees that may be required as part of the application process, as specified by Rresolution and/or in the city's ~~m~~Master ~~f~~Fee ~~s~~Schedule.

D. Each applicant for a dispensary ~~permit application~~ shall submit notarized, written authorization from the property owner(s) that a commercial cannabis business may be operated at the proposed site, ~~and clearance from the city planning department showing that the location proposed is legally authorized in the zoning ordinance.~~

E. The name and address of managers or responsible agents of the commercial cannabis business shall be supplied, which shall be updated not less frequently than annually or upon any change of manager or responsible agent at any time.

19.02.030 Operation plan.

A. All applicants must provide a plan of operations that will describe how the dispensary will operate consistent with state law and the provisions of this chapter including but not limited to implementation of controls to ensure medical or adult cannabis will be dispensed only to qualified adults, and qualified patients and primary caregivers as appropriate. Dispensaries shall comply with Health and Safety Code Sections 11362.7 et seq. and any other state laws that may be adopted concerning medical or adult cannabis, California's Medical Marijuana Regulation and Safety Act, the Adult Use of Marijuana Act, the Attorney General's Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, and any other applicable city laws or regulations, and shall pay all applicable state or local taxes. Dispensaries shall also comply with the operating standards set forth in this section. Operation Plans are unique to the operator of the dispensary and are therefore not transferable, except as otherwise set forth in this chapter.

B. Medical dispensaries may consist only of members. Medical dispensaries may only obtain medical cannabis from, and supply medical cannabis to, their members.

C. No person other than a member may cultivate medical cannabis on behalf of a dispensary.

D. The scale of cultivation by or on behalf of a medical dispensary shall be proportional to its member load as defined by the state of California.

E. Medical cannabis dispensaries may not admit any person as a member without first verifying his or her status as a qualified patient or primary caregiver as defined by state law, and shall immediately cancel the membership of any person who diverts medical cannabis for nonmedical use or in any manner not permitted by this chapter or state law.

F. Physicians' recommendations shall be verified by the medical dispensary prior to granting membership and at least every twelve months thereafter, and a physical or digital record shall be kept of such verification. No medical cannabis may be dispensed except to a member and pursuant to a recommendation that is no more than twelve months old, unless the recommendation expressly states that it has a longer term or does not expire.

G. ~~Nondiversion.~~ Medical dispensaries shall take all practicable steps necessary to prevent and deter diversion of medical cannabis to nonmembers. Dispensaries must limit access to medical cannabis, medical cannabis products and edibles to authorized personnel only, and must maintain an inventory management system that accounts for all medical cannabis, medical cannabis products and edibles.

H. Adult dispensaries must comply with all aspects of the Adult Use of Marijuana Act, ~~and~~ must receive a license from the state prior to start of operations, and shall maintain said license throughout operations.

19.02.040 Dispensing.

A. A medical dispensary may not dispense to any person who is not a member, and may not dispense to anyone without first verifying membership.

B. A medical dispensary may not provide more medical cannabis to an individual than is necessary for that person's personal medical use and pursuant to any physician's directive.

C. A medical dispensary may not distribute free samples for promotional purposes outside of the dispensary premises.

D. No medical dispensary shall dispense medical marijuana from more than one location in the city of Seaside.

E. No owner of a medical dispensary in the city shall open a second dispensary in the city; except that medical dispensaries and collocated or adjacent adult dispensaries may have the same ownership.

19.02.050 Members and employees of medical dispensaries.

A. All employees and volunteers of medical dispensaries must be at least eighteen years of age and qualified to be in the facility.

B. Medical dispensaries may not admit any person under eighteen years of age to membership without written authorization of a parent or legal guardian. Any member under eighteen years of age shall be accompanied by a parent or legal guardian at all times that such person is at the dispensary. This requirement may not be transferred to any other adult orally or in writing.

C. All owners and operators of a medical dispensary must hold a valid and current use permit and cannabis development/operating agreement from the city of Seaside as required by provisions of this chapter.

19.02.060 Adult dispensaries.

All adult dispensary facilities shall comply with all state and local laws and regulations, including SMC Title 17 and this title.

A. No adult dispensary may dispense to any person not twenty-one years of age or older.

B. No adult dispensary may distribute free samples for promotional purposes outside of the interior of the dispensary premises.

C. No adult dispensary shall dispense cannabis from more than one location in the city of Seaside, except that, subject to state requirements, it may have a collocated or adjacent medical and adult location as set forth in SMC 19.02.010.

D. No owner of any adult dispensary in the city shall own or possess any ownership interest in a second adult dispensary in the city, except the owner of an adult dispensary may also own or possess an ownership interest in a collocated or adjacent medical dispensary as set forth in SMC 19.02.010.

E. All adult dispensaries shall hold a valid and current use permit and cannabis development/operating agreement from the city of Seaside as required by provisions of this chapter.

19.02.070 Security.

A security plan, as a separate document, outlining the proposed security arrangements to deter and prevent unauthorized entrance into areas containing medical or adult cannabis or medical or adult cannabis products, and theft of medical or adult cannabis or medical or adult cannabis products at the dispensary, in accordance with minimum security measures required by state law and the requirements herein, shall be created by the applicant and approved by the city prior to commencement of any operations at any dispensary. The security plan shall be reviewed and approved by the ~~police department and the office of the city manager~~ City and shall be exempt from disclosure as a public record pursuant to Government Code Section 6255(a).

A. Dispensaries shall provide adequate security and lighting on site to ensure the safety of persons and protection of the premises from theft and other crimes at all times. Exterior lighting shall be of sufficient intensity to illuminate all areas of the parking lot or adjacent areas, if any. Such lighting shall comply with the provisions of SMC 17.30.070.

B. Dispensaries must maintain adequate security guards and surveillance camera coverage of their entire grounds to an extent sufficient to ensure the safety of persons and deter crime. Surveillance cameras must be maintained in good condition, and use a format approved by the ~~city manager or his/her designee~~ City, which results in adequate quality, color rendition and resolution to allow the ready identification of any individual on the premises. The surveillance cameras shall be operated twenty-four hours per day, seven days per week whether the facility is open or not. The areas to be covered by the security cameras include, but are not limited to, dispensing areas, storage areas, cultivation areas, all doors, parking lots, anyplace where new product is delivered and any other area determined by the ~~city manager or his/her designee~~ City to be appropriate. Surveillance footage must be retained for a period of ninety days and made available to the Seaside police department at any time promptly upon request without the necessity of a warrant or subpoena.

C. Dispensaries must be equipped with an alarm system that is operated and monitored by a security company licensed by and in good standing with the California Department

of Consumer Affairs. Alarms shall be maintained and in good working condition at all times and able to be manually triggered by employees.

D. In order to prevent unauthorized entry during nonbusiness hours, a dispensary shall either secure all points of entry with bars, retractable, folding or sliding metal gates, or metal roll-up or accordion doors, none of which may be visible from the exterior, or provide at least one security guard at all times during those hours.

E. Any security guards employed by dispensaries shall be licensed and possess a valid Department of Consumer Affairs "Security Guard Card" at all times. Security personnel ~~may~~shall not be armed while on duty.

F. All ~~medical or adult~~ cannabis, ~~medical or adult~~ cannabis products, and edibles, except for small amounts used for display purposes ~~and samples for immediate sale~~, shall be securely stored in a locked area at all times, and all access to such areas shall be locked and under the control of staff at all times.

G. Dispensaries shall make transactions with payment methods other than cash when feasible. All cash received, except that needed for retail customer transactions, shall be kept in a secure receptacle such as a drop safe or similar type of safe.

H. Dispensaries shall notify the Seaside police department and any licensing authority within twenty-four hours after discovering any of the following:

1. Significant discrepancies identified during inventory;
2. Diversion, theft, loss, or any criminal activity involving the dispensary or any agent or employee of the dispensary;
3. The loss or unauthorized alteration of records related to medical or adult cannabis, registered qualifying patients, primary caregivers, or dispensary employees or agents; or
4. Any other breach of security.

19.02.080 Signage.

Signs shall be posted at dispensaries as set forth following:

A. Signs shall be posted as appropriate at the entrance to any dispensary that includes the following language. The required text shall be of sufficient size to be easily read from a distance of five feet and illuminated at night.

FOR MEDICAL:

This Dispensary only provides Medical Cannabis to its members 18 years or older who must have a legally recognized California Medical Cannabis Identification Card or a verifiable, written recommendation from a physician for Medical Cannabis.

FOR ADULT:

This Dispensary only provides Cannabis to adults 21 years age or older who qualify under the Adult Use of Marijuana Act and applicable state law. No person under the age

of 21 may enter or loiter within 50 feet of this facility. Providing cannabis products to those under 21 is illegal and shall be prosecuted to the fullest extent of the law.

B. A sign shall be posted in a conspicuous location inside the dispensary advising:

FOR MEDICAL:

This Dispensary is registered in accordance with the laws of the City of Seaside. The sale of marijuana and the diversion of marijuana for non-medical purposes are violations of State law. The use of marijuana may impair a person's ability to drive a motor vehicle or operate heavy machinery.

FOR ADULT:

This Dispensary is registered in accordance with the laws of the City of Seaside. The sale of marijuana and the diversion of marijuana to persons under the age of 21 are violations of State law. The use of marijuana may impair a person's ability to drive a motor vehicle or operate heavy machinery.

C. No cannabis products or graphics describing cannabis shall be visible from the exterior of the property.

D. Signage for a dispensary shall comply with Chapter 17.40 SMC.

19.02.090 Delivery.

If the dispensary operations are proposed to include delivery, all employees of a dispensary delivering medical or adult cannabis or medical or adult cannabis products shall carry a copy of the documentation listed below when making deliveries. This information shall be provided upon request to law enforcement officers and to employees of state and local agencies enforcing this chapter or other local laws and regulations.

A. A copy of the dispensary's current permits, licenses, and entitlements authorizing them to provide delivery services, including permission to delivery in jurisdictions other than the city if that is the intent of the delivery;

B. The employee's government-issued identification;

C. A copy of the delivery request; and

D. Chain of custody records for all goods being delivered.

19.02.100 Neighborhood compatibility.

A. Dispensaries shall be operated in a manner that ensures neighborhood compatibility, and the owner of such facility shall take all steps necessary to ensure that customers, vendors, or others visiting the facility do not create neighborhood disturbances or nuisances.

B. Dispensaries shall provide the police department and all residents and property owners within one hundred feet with the current name, phone number, secondary phone number and e-mail address of an on-site responsible staff person to whom notice of any operating problems associated with the establishment may be reported. This information shall be updated as necessary to keep it current. Dispensaries shall encourage neighbors to call this person to try to solve any operating problems. Such calls may be anonymous and need not include an identity of the caller or number.

C. All dispensaries shall have an on-site manager responsible for overall operation at all times they are open, and shall provide the police department with contact information for all such persons, including telephone number, street address and e-mail address. Dispensaries shall also provide the police department with the current name and phone numbers of at least one twenty-four-hour on-call manager. This information shall be updated as necessary to keep it current.

D. Dispensaries shall take all reasonable steps to discourage and correct objectionable conditions that constitute a public or private nuisance in parking areas, sidewalks, alleys and areas surrounding the premises and adjacent properties. Such conditions include, but are not limited to: smoking; creating a noise disturbance; drinking; loitering; littering; urinating or defecating, and production of graffiti.

E. Dispensary will be of an architectural and visual quality and character which harmonizes with, and enhances, the surrounding area, and the design will avoid unduly large or obtrusive signs, unlandscaped parking areas, unduly bright or garish lighting, or design features which encourage loitering as determined by the zoning administrator.

F. Dispensaries will ensure that adequate litter receptacles will be provided and maintained where appropriate.

G. Where the dispensary or delivery-only dispensary is in proximity to residential uses, it will be limited in hours of operation, and designed and operated so as to avoid disruption of residents' sleep.

H. No cannabis or cannabis odors shall be detectable by sight or smell outside of a permitted facility.

I. Dispensaries shall ensure all graffiti is removed from property and parking lots under their control within twenty-four hours of its appearance.

J. Dispensaries shall operate only between the hours of nine a.m. and ten p.m.

19.02.110 Consumption of cannabis, tobacco, or alcohol.

A. Smoking of cannabis is prohibited at dispensaries, including areas in and around the facility, except as noted herein.

B. Sale, smoking, or consumption of tobacco products is prohibited at dispensaries.

C. Sale, possession, or consumption of alcoholic beverages at dispensaries is prohibited, and dispensaries shall prohibit any person in possession of an alcoholic beverage from entering or remaining on the premises.

D. This section does not prohibit the testing of medical or adult cannabis products by staff of a dispensary or the use of tinctures or topical medical cannabis products that do not have intoxicating effects.

19.02.120 Regulatory fees, seller's permit.

In addition to any other required conditions and mitigation measures approved by the city or state, all of the following conditions shall apply to all permits for a medical or adult cannabis dispensary:

A. The cannabis dispensary shall allow access to dispensary facilities and records if requested by the city, its officers, or agents, and shall pay for an annual inspection and submit to other inspections from the city or its officers to verify compliance with all relevant rules, regulations, and conditions.

B. The applicant, owner, and all permittees agree to submit to, and pay for, inspections of the operations and relevant records or documents necessary to determine compliance with this chapter from any enforcement officer of the city or their designee.

C. Any person operating a medical or adult cannabis dispensary shall obtain a valid and fully executed commercial medical or adult cannabis permit pursuant to this chapter of the Seaside Municipal Code prior to commencing operations, and must maintain such permit in good standing at all times in order to continue operations.

D. Upon implementation of state regulations pursuant to California Business and Professions Code Section 19320, a valid license from the state shall be required to operate any commercial medical cannabis activity.

E. The owner shall post or cause to be posted on site a copy of the use permit, the cannabis development/operating agreement, and all required city, county and state permits and licenses required to operate the dispensary. Such posting shall be in a central location, visible to the patrons, at the operating site, and in all vehicles that deliver or transport marijuana.

F. The owner shall be responsible for ensuring that all commercial ~~medical~~ cannabis activities at the site operate in good standing with all permits and licenses required by the Seaside Municipal Code and state law. Failure to take appropriate action to evict or otherwise remove permittees and persons conducting commercial ~~medical~~ cannabis activities at the site who do not maintain permits or licenses in good standing with the city or state shall be grounds for the suspension or revocation ~~of the required development/operating agreement, and may constitute grounds for cancellation~~ of the required development/operating agreement pursuant to Chapter ~~17.80~~19.10.010 ~~of the~~

Seaside Municipal CodeSMC and/or revocation of the required conditional use permit pursuant to Chapter 17.80 of the Seaside Municipal Code.

G. Dispensaries shall comply with all physical accessibility requirements of the Americans with Disabilities Act.

Chapter 19.06

PUBLIC HEARING

Sections:

19.06.010 Public hearing.

19.06.010 Public hearing.

Applications for ~~dispensaries development/operating agreements~~ shall be subject to a noticed public hearing before the City Council ~~regarding the application in the same manner as provided in SMC 17.78.020. The city manager or designee shall be the investigating official referred to in SMC 17.78.020 to whom the application shall be referred, pursuant to the procedures outlined in Chapter 17.78 of the Seaside Municipal Code. In recommending the granting or denying of such permit and in granting or denying the same, the city manager shall give particular consideration to the capacity, capitalization, and complaint history of the applicant and any other factors that in the city manager's discretion he/she deems necessary to maintain the peace, order and welfare of the public.~~

Chapter 19.07

RANKING AND ALLOCATION PROCEDURE AND CRITERIA

Sections:

19.07.010 Ranking and allocation procedure and criteria.

19.07.010 Ranking and allocation procedure and criteria.

In the event that multiple applications are submitted for any cannabis activity that is restricted in number, the city manager or designee shall use the following criteria for recommending to the city council which applicant shall receive approval to operate:

A. Businesses seeking a license to operate a dispensary or cultivation operation must submit the following for evaluation:

1. Business Plan. Applicants shall submit a business plan to the city that outlines an operational and financial plan. The business plan should include the names and resumes of key staff, operations plan, financial plan, sales projections and market study. Applicants are encouraged to provide a specific, written plan for how their operation will benefit the community.

2. Security Plan. All applicants shall submit a security plan outlining how the business expects to address security issues at their location.

3. Community Benefit Plan. The applicant shall submit a community benefit plan demonstrating steps to be taken by the business to ensure that the business represents a positive force in the community. These steps shall be in addition to required measures (such as the payment of taxes), and shall represent actions which will directly benefit the community by providing funds, sponsoring programs/non-profits, guaranteeing a living wage, prioritizing the hiring of Seaside residents, and/or other measures which would have a direct, positive impact on the City's residents.

34. Property Owner Approval. Applicants shall submit proof of approval of the owner of the real property together with a use permit indicating the use is appropriate at this property, and a cannabis development/operating agreement applicable where the proposed dispensary will be located if approved. Applicants are not required to have a signed lease, but a letter from the property owner indicating that:

a. The property owner is aware of and approves the use being proposed.

b. The property owner will lease the property to the cannabis business owner for the related use upon approval of application.

c. The property owner understands that conditional use permits for cannabis activities may be revoked if the conditions attached to the permit are violated; additionally, a required development/operating agreement that sets forth conditions of operation does not run with the land and can be required to be renewed annually.

45. Live Scan. All principal employees of any cannabis related use must submit fingerprints for a background investigation through Live Scan and submit the results with their application.

Chapter 19.08

SELECTION CRITERIA

Sections:

19.08.010 Selection criteria.

19.08.010 Selection criteria.

A. General Eligibility Review. In the event that an applicant is unable to meet the following minimum eligibility criteria, their application shall be denied. Applicants will be evaluated on the following:

1. Live Scan Fingerprint Results. Applicant must not have any criminal convictions that would result in ineligibility as defined in SMC 19.02.020.
2. Application must be complete to be evaluated. Incomplete applications will be denied but may be resubmitted. New application fees must be paid for resubmittal.
3. Proposed location of business and proof of property owner's approval of use must be supplied.
4. Applicant must agree to enter into a cannabis development/operating agreement with the city which is subject to annual review and approval which shall be discretionary with the city.

~~B. Application Evaluation.~~ The city shall adopt by Resolution criteria for the evaluation of applications. The criteria may include but not limited to, business location, business plan, local enterprise, community benefit, neighborhood compatibility, security plan and safety plan. Only those applications scoring above the standards set by resolution will be allowed to proceed with the use permit and development/operating agreement.

~~D. Use Permit. Only Applicants who score above the points required by resolution will be allowed to proceed with a conditional use permit and development/operating agreement.~~

~~C.E.~~ State cannabis licenses and local cannabis development/operating agreements ~~are annual in nature and~~ may be revoked at any time for cause, subject to the appeals process outlined in Chapter 19.10 SMC for failure to comply with all state laws and requirements and local ordinances and requirements, or for failure to comply with conditions in the development/operating agreement. ~~Cannabis development/operating agreements may automatically renew as long as the business has complied with all state and local ordinances and with conditions of approval, including the timely payment of all fees and taxes, in the sole discretion of the city.~~

~~F.D. Transfer of Use Permits and Development/Operating Agreements. Use Permits and Development/Operating Agreements for cannabis businesses activities do not automatically transfer. Prior to the sale or transfer of a majority or managing share of a cannabis business with a valid development/operating agreement, the owners of the new~~

business. New owners of existing operations will be required toshall apply to the City for transfer of such development/operating agreement. The City Council shall have the authority to approve or deny any transfer. and otherwise meet the requirements set forth in Section 19.02, including but not limited to, business operations plan, contact information, community benefits and security plan. The City Council may review such transfer applications in its discretion.



CITY OF SEASIDE STAFF REPORT

Item No.: 10.D.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Samantha Alcaraz, Acting Human Resources Director

DATE: September 19, 2024

SUBJECT: ADOPT A RESOLUTION TO AUTHORIZE A CONTRACT WITH COLIN BAENZIGER & ASSOCIATES FOR THE EXECUTIVE SEARCH SERVICES FOR THE POSITION OF CITY MANAGER IN AN AMOUNT NOT TO EXCEED \$39,650.00

RECOMMENDATION

Adopt a resolution authorizing the City Manager to enter into an agreement with Colin Baenziger & Associates for the executive search services for a new City Manager for an amount not to exceed \$39,650.00.

BACKGROUND

The Human Resources/Risk Management department issued a Request for Statements of Qualifications on July 30, 2024, for an executive recruitment firm to assist in the executive search process for City Manager. The deadline for submission of the statements of qualifications was extended to September 2, 2024. The City received interest from the following firms:

Kof & Associates, Mosaic Public Partners, Colin Baenziger & Associates, and Strategic Government Resources.

The cost proposals ranged in price from \$25,000 - \$39,500. A Closed Session Meeting on September 5th, made up of the Mayor, Mayor Pro Tem, Council Member Garcia Arrazola, Council Member Miller, Council Member Birks, City Attorney Daman, and Acting Human Resources Director, Samantha Sakhrani, reviewed the top three selected proposals.

Based on their extensive experience and nationwide success and detailed approach to

the recruitment and background process, Colin Baenziger & Associates received a unanimous vote. The Consultant has a fixed price of \$39,500, which includes all the expenses incurred in the search for a City Manager except for a one-night hotel stay for the Colin Baenziger & Associates representative, to facilitate the final interviews.

FISCAL IMPACT

The total cost for the City Manager search process is \$39,500, which is a fixed fee plus the estimated cost of one night lodging expense for the representative. It is recommended not to exceed the cost of \$39,650.

The cost of this agreement was included in the 2024/2025 Adopted Budget.

ATTACHMENTS

1. Resolution for CM Recruitment
 2. CBA Proposal for Seaside CA - City Manager search - 2024.08.29
 3. CB&A Appendices for Seaside, CA - 2024.08.29
 4. CBA_City of Seaside Contract Agreement_Vendor Signed
-

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**ADOPTING A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER
INTO A CONTRACT WITH COLIN BAENZIGER & ASSOCIATES FOR EXECUTIVE
SEARCH SERVICES FOR AN AMOUNT NOT TO EXCEED \$39,650**

WHEREAS, City Manager Jaime Fontes was released effective June 7, 2024; and

WHEREAS, Craig Malin a retired annuitant was hired on a limited part-time position to work no more than 960 hours as City Manager effective August 1, 2024; and

WHEREAS, use of a professional executive recruiter is a common and preferred method of conducting a recruitment for the position of City Manager; and

WHEREAS, the City's Human Resources/Risk Management Department issued a Request for Statements of Qualifications; and

WHEREAS, Colin Baenziger & Associates, Strategic Government Resources, Koff and Associates, and Mosaic Public Partners responded to a Request for Statements of Qualifications released by the Department; and

WHEREAS, Colin Baenziger & Associates was selected based on their extensive experience, success, and detailed approach to the recruitment and background process; and

WHEREAS, staff budgeted for the additional recruitment expenses in the FY 2024/2025 account; and

WHEREAS, the not to exceed value of the contract is \$39,650, which exceeds the City Manager purchasing authority.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby authorizes the City Manager to sign a contract with Colin Baenziger & Associates for executive recruitment services.

PASSED AND ADOPTED at a regular City Council meeting of the City Council of the City of Seaside duly held on the 19th day of September, 2024, by the following vote:

AYES:	COUNCIL MEMBERS
NOES:	COUNCIL MEMBERS
ABSENT:	COUNCIL MEMBERS
ABSTAIN:	COUNCIL MEMBERS

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, City Attorney



**PROPOSAL TO PROVIDE EXECUTIVE RECRUITMENT SERVICES
FOR
THE CITY OF SEASIDE, CA**

Volume I: Proposal

Submitted on: August 29, 2024

Colin Baenziger & Associates

Contact Person:

Colin Baenziger (561) 707-3537
Colin Baenziger & Associates
2055 South Atlantic Avenue • Suite 504
Daytona Beach Shores, FL 32118
e-mail: Colin@cb-asso.com
Fax: (888) 635-2430

...Serving Our Clients with a Personal Touch...

PROPOSAL TO PROVIDE EXECUTIVE SEARCH FIRM SERVICES

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August 29, 2024

The Honorable Mayor Ian Oglesby, Mayor Pro Tem Dave Pacheco, and Councilmembers Rita Burks, Alexis Garcia-Arrazola, and Alex Miller
Attn: Ms. Samantha Alcaraz Sakhrani, Acting Human Resources Director/Risk Manager
salcaraz@ci.seaside.ca.us
City of Seaside City Hall
440 Harcourt Avenue
Seaside, CA 93955

The Honorable Mayor Oglesby, Mayor Pro Tem Pacheco, and Councilmembers Burks, Garcia-Arrazola, and Miller:

Colin Baenziger & Associates (CB&A) would like to thank you for the opportunity to submit this proposal to assist in finding your next City Manager. While selecting key personnel is never easy, CB&A has developed a problem-free process that has been tested across the country and found to be extremely effective.

CB&A is a municipal recruiting firm with a national reach. We have conducted assignments from Florida to Alaska and Maine to California. We pride ourselves on providing not just high-quality results, but, equally important, providing a great deal of personal attention to each of our local government clients. To conduct a proper recruitment, we feel the project manager must do more than just drop by occasionally. He/she must get to know the appropriate government officials and the community firsthand. That effort takes time, but it is the only way to ensure the candidates we recommend are well qualified and a good fit for your community. As a result, we only take a few clients at a time and focus on getting the job done properly. Further, we routinely complete our work in sixty to ninety days. This timeframe includes preparation of recruitment and advertising materials, candidate outreach, candidate screening, finalist interviewing, and selection. We also offer one of the better warranties in the industry.

Nationally we have found City Managers for Ankeny, IA; Bellevue, WA; Doraville, GA; Fayetteville, NC; Portland, ME; Roanoke, VA; Scottsdale, AZ; Tacoma, WA; Thornton, CO; and Winchester, VA. We have also found the Borough Manager for Matanuska-Susitna Borough,

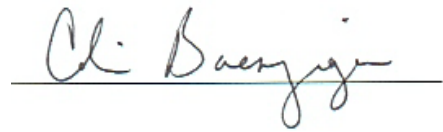
Alaska (a county the size of West Virginia) as well as County Managers for Brevard County, FL; Clackamas County, OR; Clay County, FL; El Paso County, TX; James City County, VA; Polk County, IA; St. Lucie County, FL; St. Johns County, FL; and Union County, NC.

Some of our current searches include City Managers/Administrators for Crystal River, FL, Davenport, IA, Eagle Mountain City, UT, Fernandina Beach, FL, and Fruitland Park, FL; Assistant County Manager for Douglas County, NV; City Attorneys for Deltona, FL and Moline, IL, and a Human Resources Director for St. Johns County, FL.

Those authorized to bind the company are myself, Colin Baenziger, Senior Consultant Scott Krim, and Senior Vice President for Operations Lynelle Klein.

We look forward to formally presenting our credentials and working with you in the near future. If you have any questions, please feel free to contact me at (561) 707-3537.

Sincerely,



Colin Baenziger
Principal / Owner

...Serving Our Clients with a Personal Touch...

I. Qualifications and Experience of the Firm

The Firm, Its Philosophy, & Its Experience

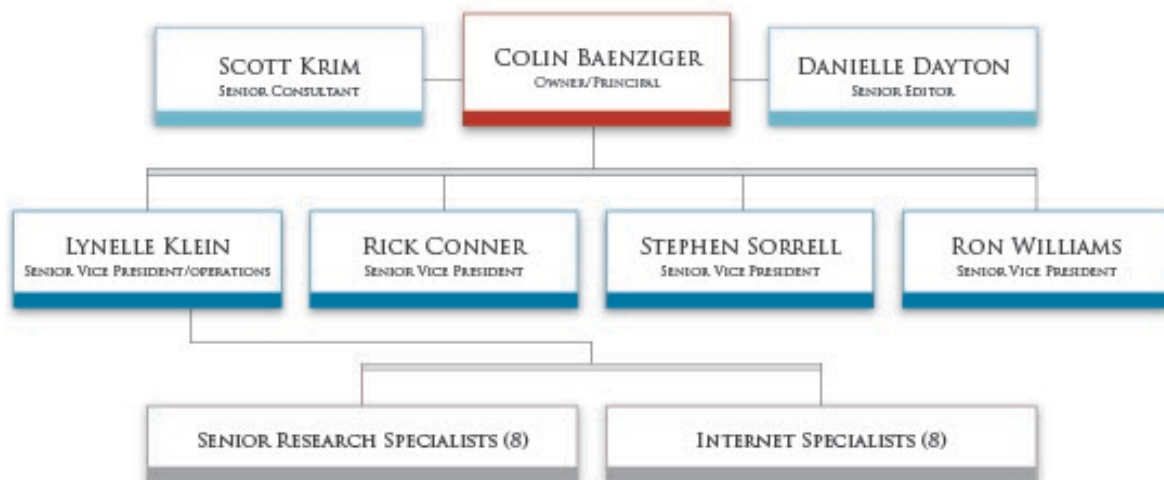
Colin Baenziger & Associates (CB&A) is a nationally recognized executive recruiting firm established in 1997 and owned and operated by Colin Baenziger. We are a sole proprietorship headquartered in Volusia County, FL with satellite offices in Grand Junction, CO, Live Oak, FL, Ogden, UT, and Pensacola, FL. As a sole proprietorship, we are not registered with any state as a corporation, foreign or otherwise.

Colin Baenziger & Associates' outstanding reputation is derived from our commitment to the quality of our product and the timeliness of the delivery. Further, our work is not done until you are fully satisfied. That means we go the extra mile and, at times, expend more effort and energy than originally anticipated in our action plan. When we do so, we do not ask for more than the originally quoted price. We feel you are hiring us as your experts and once a contract is signed, we have an obligation to fulfill its requirements with excellence, on time, and within budget. We simply do not believe in unforeseen circumstances.

Since beginning our executive search practice in 1998, we have conducted searches for clients in thirty-four states. Overall, we have sought over 230 CEOs for cities, counties, and special districts. We have also conducted over 415 searches overall. The basic approach outlined herein has been refined to the point where it is problem-free.

Technical Capabilities and Organizational Structure

Colin Baenziger & Associates has developed its business model over the past 26 years, and it has proved to be extremely effective. Our work has focused primarily on Executive Search and our staff is extremely capable and experienced. See Section III for more details. The structure of our firm is outlined below.



I. Qualifications and Experience of the Firm (continued)

Completion of Projects within Budget

Colin Baenziger & Associates is proud of its record of completing searches within budget. Once we quote a price to the client, that price is what the client will pay, no matter how difficult the search is or what circumstances may develop. ***We have never requested anything beyond the originally quoted price, even when we were probably entitled to do so, and we never will.***

Completion of Projects on Schedule

Colin Baenziger & Associates routinely completes its assignments within ninety days. Further, since CB&A began performing recruitments, ***it has never missed a significant project milestone.***

Diversity

CB&A has extensive contacts with individuals and organizations representing women and minorities. We are thus able to identify and bring a diverse group of finalists to the City. The proof is that since 2012, 38% of the candidates selected as semi-finalists have been females and/or minorities. Some years have been as high as 52%.

Prior Names and Litigation

Colin Baenziger & Associates has always operated under its current name and has never been involved in any litigation, except to testify as an expert witness on behalf of one of the parties. Our performance has never been questioned nor have we or any of our clients been involved in any legal action as a result of our work.

Insurance

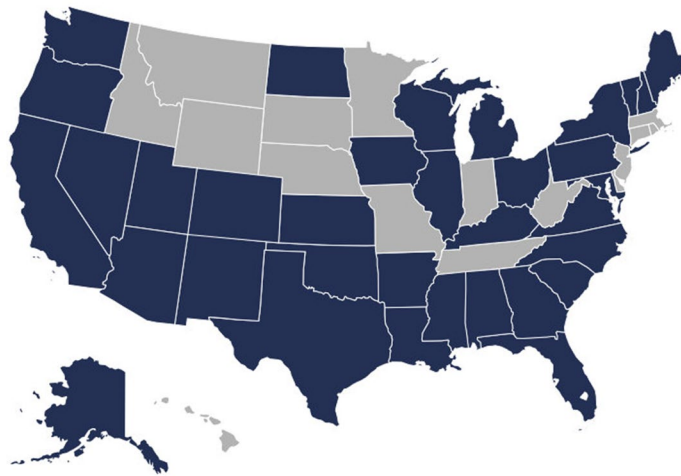
To protect our clients, Colin Baenziger & Associates maintains the following insurance coverages: (1) general liability insurance of \$2 million combined single limit per occurrence for bodily injury, personal injury, and property damages, (2) automobile liability insurance of \$1 million per accident, and (3) professional liability insurance of \$1 million per occurrence and \$2 million aggregate. Further, we carry the required workers compensation insurance for all our employees.

I. Qualifications and Experience of the Firm *(continued)*

Geographic Reach

Since initiating its search function in 1998, CB&A has become a nationwide recruiting firm. See Figure I below for the states we have conducted searches in 35 states. A complete list of our searches can be found in Appendix A.

Figure I: We have served clients in the states highlighted in blue.



II. Proposed Work Plan

The following search methodology has been refined over the past twenty-six years and is virtually foolproof. That said, we will integrate any ideas you have into the process to the extent possible. Our goal is to ensure you have the right people to interview as well as all the information you need to make the right decision.

Phase I: Information Gathering / Needs Assessment / Brochure Preparation

Task One: Needs Assessment

An important part of the recruiter's work is selling the community to the very best candidates (including those who are not actively looking for the next job) while providing an honest portrayal of the community and the opportunity. As such, CB&A must first determine the needs of the client and the characteristics of the ideal candidate. Our approach is as follows:

- Gather information from the jurisdiction, its website and other sources;
- Interview the elected body and other key parties (such as City staff). Our goal is to develop a strong sense of your organization, its leadership, its short- and long-term expectations, and its challenges;
- Determine the characteristics of the ideal candidate. These will include experience, longevity, education, personality, demeanor, skills, and achievements as well as other items you and the community consider important;
- Determine a reasonable compensation package; and
- Finalize the timeline with the City so both the elected body and the candidates will know when the interviews will be held and when they need to be available.

If the City wishes, we will gladly incorporate meetings with other stakeholders (such as the business community, non-profit organizations, the religious community, and so on) to gather their insights. We can also solicit the input of your residents through an on-line survey.

Task Two: Develop Position Description and Recruitment Materials

Based on the information we gather, CB&A will next develop a comprehensive recruitment profile for your review. We will then incorporate any additional suggestions you may have and finalize the document. A sample profile is included as Appendix B. Other examples can be found on our firm's website under the "Executive Recruitments" / "Active Recruitments" tabs.

II. Proposed Work Plan (Continued)

Phase II: Recruitment

Task Three: Recruit Candidates

CB&A uses a number of approaches to identify the right people for your position. We say people (and not person) because our goal is to provide you with six to ten outstanding semi-finalists. You then select the top three to five people to interview and ultimately choose the candidate who is the best fit with you and your community. The approaches we use are:

- ***Networking:*** The best approach is diligent outreach. We will network with potential candidates and consult our database of government professionals. As we identify outstanding candidates (many of whom are not in the market), we will approach them and request that they apply. Often excellent candidates are reluctant to respond to advertisements because doing so may alienate their current employers.
- ***Advertising:*** While we will network to find the best, we will not ignore professional organizations and trade press which sometimes yield strong candidates. These might include the International City/County Management Association, California City Management Foundation, Municipal Management Associations of Northern and Southern California, LinkedIn, and sites aimed at female and minority candidates.
- ***CB&A Website:*** We will also post the recruitment on our website, www.cb-asso.com. With our reputation, many candidates consult it regularly.
- ***Email:*** We will e-mail the recruitment profile through our listserv of over thirteen thousand managers and professionals who are interested in local government management positions. One of the advantages of e-mail is that if the recipient is not interested, he/she can easily forward the recruitment profile to someone else who may be interested.

We generally do not use local newspapers, national newspapers, or generic websites because while they produce large numbers of applications, they generally do not produce the caliber of candidates we are seeking. If the City wants to have ads placed in these venues, it will need to bear the cost.

Phase III: Screening and Finalist Selection

Task Four: Evaluate the Candidates

Based on our most recent recruiting efforts, we anticipate receiving resumes from forty to sixty applicants. We will use the information we developed in Phase I to narrow the field. Selecting strong candidates is, in reality, more of an art than a science and a mixture of in-depth research and subjective evaluation. While we consider standard ranking factors and the elements of the job, ultimately the most important factor is who we believe will be an outstanding fit with the City and the community as your next City Manager.

II. Proposed Work Plan (Continued)

Specifically, our efforts will involve:

Step One. Resume Review. CB&A will evaluate all resumes and identify the eight to fifteen candidates of the highest quality.

Step Two. Screening Interview. Our lead recruiters, and possibly other senior representatives of the firm, will interview each of the top candidates. Using what we learned in Phase I and our experience as managers and recruiters, as well as our unique ability to assess candidates, we will determine whether to consider each candidate further.

Step Three. Evaluate the Best Candidates. We will conduct thorough research into the backgrounds of the best six to twelve candidates. Specifically, CB&A will:

- **Ask the Candidates to Prepare a Written Introduction:** We will ask the candidates to answer a series of questions about themselves as an adjunct to their resumes and cover letters. By so doing, (1) the candidates can tell their story *in their own words* and balance the negativity that is so often characteristic of the press, and (2) the City to evaluate the candidates written communication skills.
- **Interviews of References:** We provide the candidate with a list of references with whom we wish to speak. These will include current and former elected officials, the municipal attorney, the external auditor, staff members, peers, news media representatives, the director of the local chamber of commerce, community activists, the Human Resources Director they work with, and others who know the candidate. All told, the list will include approximately 20 individuals. We will also attempt to contact some individuals who are not on the candidate's list. Typically, we reach eight to twelve people and prepare a written, approximately page long summary of each conversation.
- **Legal Checks:** Through our third-party vendor, American DataBank, we will conduct the following checks: criminal records at the county, state, and national level; civil records for litigation at the county and federal level; motor vehicle records; and bankruptcy and credit. As an aside, while only police departments have access to the gold standard for criminal records (the NCIC database), our vendor has developed a very reliable substitute.
- **Search the Internet, Newspaper Archives, and Social Media:** Virtually every local newspaper has an electronic archive that provides stories about perspective candidates, the issues they have dealt with, how they resolved them and the results. These articles can also provide valuable insights into the candidate's relationship with the public and the governing body. Of course, not all news sources are unbiased, and we consider that in our evaluation. Further, we will review the candidate's social media accounts.
- **Verification of Education and Work History:** We will verify all claimed educational degrees, as well as the candidate's work history for the past 15 years to ensure the candidate has been completely forthright.

II. Proposed Work Plan (Continued)

- **Candidate Disclosure Statement:** We ask candidates to disclose anything controversial in their background that we need to be aware of. While it is unlikely that they will disclose anything we are not already aware of at this point, we believe redundant checks are beneficial.

As part of our efforts, we will crosscheck sources, search for discrepancies, and resolve them. When sensitive or potentially embarrassing items are discovered, they will be thoroughly researched. Depending on what we discover, we may decide to drop the candidate or to present them with an explanation.

Note: We firmly believe that all background work and checks should be completed prior to presenting them to you. That way you will know the individuals you select to interview are all top performers and do not have anything embarrassing in their pasts that might come to light after selection. It also means that once you have made a selection, you can move forward promptly, negotiate a contract and make an announcement.

Task Five: Preparation and Presentation of Candidate Materials

CB&A will select six to ten candidates and present them for your consideration as finalists. We will provide you electronically a complete written report for each recommended candidate which will include: the candidate's cover letter, resume, introduction, references, background checks and internet / newspaper archive search results. A complete sample candidate report is included as Appendix C. We will also provide advice on interviewing, a series of questions the elected officials may wish to ask (as well as outlining questions that are not appropriate to ask), and some logistical information.

Task Six: Finalist Selection

Approximately a week after the City has received the candidate materials, CB&A will meet with the elected officials to discuss our findings and to select finalists (ideally five with an alternate) to be invited to interview.

Task Seven: Notify All Candidates of Their Status

We will notify the finalists by telephone and give them the opportunity to ask additional questions. Additionally, we will provide them with information concerning the interviews and travel if necessary.

CB&A will also contact those not selected to be interviewed. Part of the notification will include advice concerning their application materials, even though they were not selected to go forward, they will have gained something valuable from participating in the process.

II. Proposed Work Plan (Continued)

Phase IV: Coordinate the Interview Process and City Manager Selection

Task Eight: Coordinate the Candidate Assessment Process

Prior to the interviews, we will recommend an evaluation process including mechanisms to assess the candidates' communication skills, interpersonal skills, and decision-making skills. Typically, we suggest the Council observe the finalists in three settings: a social setting (since the selected candidate will frequently represent the City at community functions), one-on-one interviews, and a Council meeting.

Day #1: The finalists are given a tour of the community by a knowledgeable staff member or resident. Communities often also include a reception with the City's senior staff at this point.

Later, that evening, the Council can host a reception for the candidates. The purpose is to observe how the finalists respond to a social situation. As noted, your next City Manager will, after all, represent your local government in a variety of venues. It is thus important to know how the individual will respond to your citizenry. The reception also serves as an icebreaker whereby the Council Members and the candidates get to know one another informally.

Day #2: The next morning, each candidate will interview individually with each Council Member for approximately 40 minutes. These meetings provide you with an opportunity to assess how the candidates might interact with you on an individual basis. Ultimately, Managers succeed or fail based on their interaction with the Council and its individual members. One-on-one interviews are an excellent way to test that interaction.

After lunch, the Council, as a group, will interview each finalist one at a time for approximately 30 minutes. Part of the interviews might include a PowerPoint presentation, so the Council can observe the candidates' presentational skills.

We recommend you invite the finalists' spouses to the interviews, so they can become familiar and feel comfortable with the community.

Finally, if it would make you feel more comfortable, we can recommend several third-party management and personality assessment tools that the City can use to provide additional input. They are available at a relatively small cost and are not included in our fee.

Task Nine: Debriefing and Selection

After the interviews are completed, we have developed a simple methodology that moves the elected body quickly and rationally to selecting your next Manager.

II. Proposed Work Plan (Continued)

Phase V: Negotiation and Continuing Assistance

Task Ten: Notification, Contract Negotiations and Warranty

If requested, we will assist in the employment agreement negotiations. Generally, a member of the elected body and the attorney conduct the actual negotiations while we provide advice and assistance concerning the compensation package and contract. We can also take the lead role in the negotiations if desired. We have a standard contract you are welcome to use with the selected candidate. Your attorney, of course, will prepare the final contract. Since the basic parameters will have been discussed with the candidates, and the candidates have been thoroughly vetted, we expect prompt agreement.

Task Eleven: Continuing Assistance

Our work is not done when the contract is executed. We will stay in touch with you and your new City Manager. Our goal is to be there to assist in resolving any issues that arise before they become intractable. We simply feel it is part of our job to ensure a successful relationship.

Communications: We will provide weekly reports about the status of the search, in writing or by phone, depending upon your preference. At significant milestones we will make the reports in person. We are also available at any time, day or night, to address any questions you have along the way. To do so, we will provide you with our cellphone numbers and you should feel comfortable contacting us whenever you have a question whether it is directly related to the search or, for that matter, anything else related to local government. We are, in addition to being exceptional recruiters, students of local government, and can often provide insights and names of parties who have dealt a wide variety of issues, often with innovative solutions. We want to be responsive and to assist in any way we can.

The City's Obligations

The City will be responsible for providing the facilities for the interview process, coordinating lodging for candidates from outside the area, and making arrangements for the reception. The City will also be responsible for reimbursing the candidates (and spouses, if invited) for all expenses associated with their travel, meals, and incidentals for the interview process.

II. Proposed Work Plan (Continued)

Proposed Project Schedule

The following is the schedule we would suggest and assumes CB&A is selected to complete the search on September 19th. It can be adjusted based on the availability of the Mayor and Council.

Phase I: Needs Assessment / Information Gathering

- September 27th: CB&A begins meeting with the Council Members and other stakeholders to understand the job and its challenges.
- October 8th: CB&A submits the draft of the full recruitment profile to the City for its review.
- October 15th: City provides comments on the recruitment profile.

Phase II: Recruiting

- October 18th: CB&A posts the full recruitment profile on its website and submits it to the appropriate publications. It is also e-mailed to over 13,500 local government professionals.
- November 8th: Closing date for submission of applications.
- November 13th: CB&A reports on the results of the recruitment.

Phase III: Screening, Reference Checks and Credential Verification

- December 17th: CB&A forwards its reports and materials to the City for the recommended candidates. These will include the candidates' cover letters, resumes and introduction as well as the results of our reference, background, and Internet/newspaper archives/social media checks.
- December 23rd: City selects approximately five finalists and an alternate to interview.

Phase IV: Interview Process Coordination and City Manager Selection

- January 2nd: City holds reception for the finalists.
- January 3rd: One-on-one and full Council interviews and decision.

Phase V: Negotiation, Warranty & Continuing Assistance

- Post-Selection: CB&A works with City representatives and the selected candidate on an employment agreement.

III. Proposed Project Team

Project Team and Involvement

Colin Baenziger & Associates has assembled an outstanding project team to serve your needs.

Colin Baenziger will have overall responsibility for the execution of the search. Mr. Baenziger has spent ten years in local government as a senior manager and over 30 years as a consultant. In addition to his 25 years in executive search, he specialized in operational reviews of governmental agencies and private sector clients such as the Recording Industry Association of America, and the Marriott Corporation. Mr. Baenziger has a master's degree with distinction in public administration from Cornell University's Graduate School of Management, and a Bachelor of Arts degree from Carleton College. He is also active in the International City Management Association and the Florida City and County Management Association.



Lynelle Klein, Senior Vice President for Operations, is a skilled professional with extensive expertise in executive search. Starting as a research assistant with CB&A 12 years ago, she has now firmly established herself as the number two person at CB&A. Prior to joining the firm, she worked primarily in the private sector providing financial and administrative services. Ms. Klein has an associate degree from Brigham Young University in Rexburg, Idaho. She currently resides in Mesa County, CO.



Stephen Sorrell, Senior Vice President, brings over 35 years of management and technical experience in municipal, county, state, and special district agencies in addition to his work with Colin Baenziger & Associates (CB&A). Some of the leadership positions Steve has held include serving as Executive Director, Emerald Coast Utilities Authority in Pensacola, Florida, and as City Manager, Director of Public Safety, Assistant City Manager, and Director of Finance, all for Hamilton, Ohio. He is a P.E. and earned a Bachelor of Science in Civil Engineering Degree from the University of Dayton, Ohio, and Master of Public Administration Degree from the University of Cincinnati, Ohio. He is a member of the International City/County Management Association, Florida City/County Management Association, Florida Finance Officers Association, American Water Wastewater Association, President of the Exchange Club, President of the Safety Council, Chairman of the Neighborhood Watch Program, and served on the Board of Directors for Senior Services and the Chamber of Commerce. One day, he hopes to slow down – just not yet.



III. Proposed Project Team *(continued)*

Ron Williams, Senior Vice President. While Mr. Williams is technically relatively new to CB&A, he worked with the firm in its infancy and helped develop the operating methodology that has led to our growth and success. His public sector career began as a budget analyst for the City of Miami and culminated as the City Manager for Palmetto Bay (an affluent suburb of Miami, FL with 24,000 residents) and then for Live Oak (a rural city of 7,000 about 100 miles west of Jacksonville, FL). Along the way, he served in high level positions in the juvenile justice, public works, and general services. What excites him now is finding the people you need to fill your key positions, and he is exceptionally good at it. Ron has a Bachelor of Science in Management and a Master's Degree in Public Administration from the University of West Florida. He has also taught at Miami Dade College and in the County's public school system.



Rick Conner, Senior Vice President, has over 30 years of experience in executive recruiting and in local government (serving as a city manager in Florida and Texas) as well as a public works and utilities director. That experience provides him with an excellent perspective of the needs of local government operations and staffing. Rick earned Bachelor of Science Degrees in Business Administration and Engineering from the University of Missouri. He is a Registered Land Surveyor and a Professional Engineer in Missouri, as well as a Professional Engineer in Florida, Tennessee, and Texas. In his spare time, he invents scuba diving equipment and accessories.



G. Scott Krim, Senior Consultant, has 20 years' experience in the public and private sectors and offers an abundance of managerial and analytical experience. He is a versatile leader with proven expertise in operations optimization, personnel selection and retention, and internal / external stakeholder relationships. Prior to joining our firm, Scott worked for five years in Utah's District Courts. He is a member of the Association for Public Policy Analysis & Management, the Society of Human Resource Management, and the American Communication Association. Scott has a Master of Public Administration (emphasis in state and local government) from Southern Utah University, and a Bachelor of Science in Organizational Communication from Weber State University in Ogden, Utah. Scott is a certified Professional and Technical Writer.



IV. References

City Administrator, Bradenton, FL (population: 55,509)

Contact: Mayor Gene Brown at (941) 932-9450, or
gene.brown@cityofbradenton.com

CB&A was hired in March of 2021 to find the next City Administrator for Bradenton, Florida. The City was in the process of transitioning from an Administrator type of government to a City Manager form. While they had done much of the preliminary work, they were waiting until the next Administrator was hired to complete the process. Our work included searching for just the right person, completing background checks, recommending finalists for the City to interview, and assisting with contract negotiations. *Rob Perry, former Chief Administrative Officer for the City of Albuquerque, New Mexico*, was selected. He remains with the City.



City Manager, Fircrest, WA (population 7,215)

Contact: Mayor Brett L. Wittner at (253) 312-8556 or bwittner@cityoffircrest.net

Brimming with Pacific Northwest charm, the City of Fircrest is known for its welcoming parks, popular festivals and recreation programs, peaceful neighborhoods, engaging Police Department, and charming small businesses. CB&A was hired right before Christmas 2022 to find their next City Manager. We began work on January 11, 2023. We created the recruitment profile, advertised the position, interviewed the candidates, conducted thorough background checks, and recommended finalists. The interviews were held on April 21, 2023. The Council had never been through an interview process quite like ours and were very complimentary of it. The City selected *Dawn Masko, former Finance Director for Pacific, WA*, and the City is well pleased with her performance. She remains with the City.



City Manager, Mill Creek, WA (population: 20,930)

Contact: Mayor Brian Holtzclaw at 425-745-1891 or
bholtzclaw@cityofmillcreek.com
Councilmember Melissa Duque at
mduque@cityofmillcreek.com

CB&A was selected in March 2022 to assist the City in finding its next City Manager. As part of our work, we interviewed the City Council to determine what they were looking for in a City Manager, conducted extensive outreach networking to local and regional governments, thoroughly researched the backgrounds of the top applicants, provided the materials to the City, and then coordinated the interview process. *Martin Yamamoto, former Deputy City Manager for Mill Creek, Washington*, was selected on June 28, 2022. He remains with the City.



IV. References (continued)

Candidate References

While it is important to deliver what the City expects, it is also important to keep candidates informed and to treat them with respect and dignity. Accordingly, we have provided references from five of those candidates.

Placement	Recruited To Be	Contact at
Dale Martin <i>Former City Manager for Winchester, CT</i>	City Manager, Fernandina Beach, FL <i>Appointed September 2015. He left in February 2023 and is currently the City Manager of Flagler Beach, FL.</i>	(904) 557-5047 dallmartin@yahoo.com
Eden Freeman <i>Former Assistant City Manager for Sandy Springs, GA</i>	City Manager, Winchester, VA <i>Appointed June 2014, she left in March 2020. She returned to Sandy Springs as the City Manager in January 2022.</i>	(404) 683-4816
Bryan Hill <i>Former Deputy Administrator for Beaufort County, SC</i>	Administrator, James City County, VA <i>Appointed July 2014. Hired as the Fairfax County, VA, CEO in January 2018.</i>	(843) 368-7458
Chris Morrill <i>Former Assistant City Manager for Savannah, GA</i>	City Manager, Roanoke, VA <i>Appointed December 2009. Hired as the Executive Director of the Government Finance Officers Association in 2017.</i>	(843) 368-7458
Raymond “Boz” Bossert, Jr. <i>Former Village Administrator for Port Edwards, WI</i>	General Manager, Sun ‘N Lake of Sebring Improvement District, FL <i>Appointed July of 2023 and remains with the District.</i>	(706) 215-4567

V. Fee and Warranty

Fee

CB&A offers a firm, fixed price of \$39,500, which includes all the expenses we will incur in the search with one exception. The City will make a reservation and pay for one night's stay for the CB&A representative in the same hotel as the finalists when they come to interview for the City Manager position so we can help facilitate the final stage of the recruitment process. The only other expenses the City will incur are those associated with bringing the finalists (and spouses, if invited) to interview with the City (travel, meals, hotel etc.). Bills will be rendered as the search progresses and due at the end of each Phase as indicated below:

Requested Services	
Phase I: Needs Analysis / Information Gathering	\$ 4,000
Phase II: Recruiting	16,000
Phase III: Screening	16,000
Phase IV: Interview Process Coordination and Selection	2,500
Phase V: Negotiation and Warranty	1,000
Firm, Fixed Fee Total*	\$39,500

If the City asks us to perform work that is clearly beyond the scope of this proposal, it will be billed at a rate of \$150 per hour. No such work will be performed without your written authorization. Please note, as previously stated, that we have never billed nor requested additional funds beyond our originally quoted fee – even when circumstances suggested we were entitled to them and where the work we performed extended beyond the scope of our assignment.

Warranty

Colin Baenziger & Associates offers one of the best warranties in the industry. We can offer it because we have confidence in our work. Provided we conduct the full search (Phases I-V), follows our recommendations, and selects from among the candidates we recommend, we warrant the following:

- 1) We will not approach the selected candidate for any other position as long as the individual is employed by the City.
- 2) If the selected individual leaves for any reason other than an Act of God (such as total incapacitation or death) within the first year, CB&A will repeat the search for the reimbursement of our expenses only.
- 3) If you are not satisfied with the candidates we present, CB&A will repeat the search until you are satisfied.
- 4) Our price is guaranteed and will not be exceeded for any reason, even if conditions change after the contract is executed.

VI. Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Candace Maloman	
Fulton Agency, Inc.		PHONE (A/C, No, Ext): (954) 510-4485	FAX (A/C, No):
660 E Hillsboro Blvd		E-MAIL ADDRESS: candace@fultonagency.com	
Ste 105		INSURER(S) AFFORDING COVERAGE	
Deerfield Beach FL 33441		INSURER A: Hiscox Insurance Co	NAIC #
INSURED		INSURER B: Progressive Express Insurance Company	10193
Colin Baenziger		INSURER C: CFC Underwriting LTD	
Colin Baenziger & Associates		INSURER D:	
2055 South Atlantic Ave Suite #504		INSURER E:	
Daytona Beach Shores FL 32118		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 20565

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	N	N	P102.235.805.2	01/08/2024	01/08/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	963401112	11/19/2023	11/19/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liability	N	N	PSM0539804111	11/19/2023	11/19/2024	GENAG \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks: Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Proof of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Candace Maloman</i>

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VI. Insurance (continued)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/05/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068		CONTACT NAME: Automatic Data Processing Insurance Agency, Inc. PHONE (A/C, No, Ext): 1-800-524-7024 FAX (A/C, No): E-MAIL ADDRESS:	
INSURED Baenziger, Collin 2055 S ATLANTIC AVE STE 504 Daytona Beach FL 32118		INSURER(S) AFFORDING COVERAGE INSURER A: Technology Insurance Company, Inc. NAIC # 42378 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 3504082

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A N TWC4364678	01/01/2024	01/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Handwritten signature

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COLIN BAENZIGER ASSOCIATES

EXECUTIVE RECRUITING



**PROPOSAL TO PROVIDE EXECUTIVE RECRUITMENT SERVICES
FOR
THE CITY OF SEASIDE, CA**

Volume II: Appendices

Colin Baenziger & Associates

Contact Person:

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Daytona Beach Shores, FL 32118
e-mail: Colin@cb-asso.com
Fax: (888) 635-2430

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PROPOSAL TO BE THE CITY'S EXECUTIVE RECRUITING FIRM

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Appendix A

*Searches by
Colin Baenziger & Associate' Staff*

Governmental Search Assignments

Current Searches

City Manager, Crystal River, FL (population 3,485)
City Administrator, Davenport, IA (population 101,724)
Assistant County Manager, Douglas County, NV (population 49,628)
City Administrator, Eagle Mountain City, UT (population 63,689)
City Manager, Fernandina Beach, FL (population 13,052)
City Manager, Fruitland Park, FL (population 9,043)

City Attorney, Deltona, FL (population 98,528)
City Attorney, Moline, IL (population 41,654)
Human Resources Director, St. Johns County, FL (population 334,173)

Completed Searches in 2024

City Manager, Deltona, FL (population 98,528)
County Administrator, Dougherty County, GA (population 84,364)
City Manager, Lake Helen, FL (population 2,871)
City Manager, Sunnyside, WA (population 16,150)
City Manager, Pascagoula, MS (population 21,330)
City Manager, Thornton, CO (population 144,388)

Public Works and Utilities Director, Bradenton, FL (population 56,730)
Corporation Counsel, Davenport, IA (population 101,724)
Economic Development Director, St. Johns County, FL (population 334,173)

Executive Director, Salt Lake Valley Emergency Communications Center, UT (estimated population served 900,000)

Governmental Search Assignments (continued)

Completed Searches Prior to 2024

City/Town/Village Manager/Administrator

City Manager, Albany, GA (population 75,600) in 2011
City Manager, Ankeny, IA (population 45,600) in 2013
City Manager, Ashland, KY (population 21,000) in 2013
City Manager, Auburn, AL (population 58,582) in 2017
City Manager, Aventura, FL (population 37,724) in 2017 and 2018
Village Manager, Bal Harbour, FL (population 3,300) in 2013
City Manager, Bartow, FL (population 16,000) in 2007 in 2017 and 2022
Town Manager, Bay Harbor Islands, FL (population 5,628) in 2007, 2012 and 2020
City Manager, Belle Isle, FL (population 7,344) in 2023
City Manager, Bellevue, WA (population 122,400) in 2014
City Administrator, Bradenton, FL (population 60,888) in 2021
City Manager, Brighton, CO (population 41,254) in 2020
Town Manager, Buckeye, AZ (population 32,000) in 2006
City Manager, Burien, WA (population 55,188) in 2017
City Manager, Cape Canaveral, FL (population 10,200) in 2010
City Manager, Cape Coral, FL (population 194,570) in 2012 and 2020
City Manager, Carnation, WA (population 1,873) in 2017
City Manager, Casselberry, FL (population 25,000), in 2005
City Manager, Chamblee, GA (population 17,000) in 2011
City Manager, Clewiston, FL (population 7,270) in 2019
City Manager, Cocoa Beach, FL (population 11,200) in 2012, 2015 and 2016
City Administrator, Connell, WA (population 4,200) in 2014
City Manager, Cooper City, FL (population 32,000) in 2008 and 2023
City Manager, Coral Gables, FL (population 43,000) in 2009
City Manager, Cottonwood Heights, UT (population 34,000) in 2004
City Manager, Covington, VA (population 5,802) in 2016
City Manager, Crescent City, FL (population 1,542) in 2020
Town Manager, Cutler Bay, FL (population 35,000) in 2006
City Manager, Dania Beach, FL (population 28,000) in 2009
City Manager, Danville, VA (population 43,000) in 2016
City Manager, Deerfield Beach, FL (population 78,000) in 2019
City Manager, Delray Beach, FL (population 64,100) in 2014
City Manager, Deltona, FL (population 83,000) in 2006 and 2008
City Manager, Destin, FL (population 12,000) in 2003 and 2011
City Administrator, Dickinson, ND (population 22,300) in 2018
City Manager, Doral, FL (population 24,000), in 2004
City Manager, Doraville, GA (population 10,896) in 2013, 2017 and 2020
Town Manager, Dundee, FL (population 3,000) in 2006 and 2009
City Manager, Ellensburg, WA (population 18,350) in 2014
City Manager, Elmira, NY (population 29,200) in 2014
Village Manager, Estero, FL (population 26,600) in 2015

Governmental Search Assignments (continued)

City/Town/Village Manager/Administrator (continued)

City Manager, Fairborn, OH (population 33,200) in 2017
City Manager, Fayetteville, NC (population 208,000) in 2012
City Manager, Fernandina Beach, FL (population 11,000) in 2006, 2015, and 2023
City Manager, Fife, WA (population 8,700) in 2010
City Manager, Flagler Beach, FL (population 5,458) in 2023
City Manager, Fort Myers, FL (population 68,190) in 2016
Town Manager, Fort Myers Beach, FL (population 6,900) in 2006 and 2008
City Manager, Fort Pierce, FL (population 41,900) in 2012
City Manager, Fort Smith, AR (population 87,650) in 2016
City Manager, Fort Walton Beach FL (population 20,879) in 2023
City Manager, Fruitland Park, FL (population 4,100) in 2013
City Manager, Gainesville, FL (population 133,857) in 2016 and 2019
City Manager, Greensboro, NC (population 259,000) in 2009
City Manager, Groveland, FL (population 12,493) in 2018
City Manager, Hallandale Beach, FL (population 39,000) in 2010 and 2012
City Manager, Holly Hill, FL (population 13,000) in 2008 (partial search)
City Manager, Homestead, FL (population 62,000) in 2010
City Manager, Indianola, IA (population 15,108) in 2015
Village Manager, Islamorada, Village of Islands, FL (population 7,500) in 1999, 2005, 2021 and 2022
City Manager, Jacksonville Beach, FL (population 23,387) in 2018
Town Manager, Juno Beach, FL (population 3,600) in 2005 and 2023
Village Manager, Key Biscayne, FL (population 11,000) in 2007 and 2011
City Manager, Key West, FL (population 24,600) in 2012
Town Manager, Lady Lake, FL (population 15,954) in 2021
City Administrator, Lake Forest Park, WA (population 13,059) in 2018
Town Manager, Lake Park, FL (population 9,100) in 2001 and 2003
City Manager, Lake Worth Beach, FL (population 38,010) in 2003, 2007 and 2021
Town Manager, Lantana, FL (population 9,600) in 2000 and 2021
City Manager, Lauderdale Lakes, FL (population 32,000) in 1998 and 2002
City Manager, Leesburg, FL (population 20,390) in 2013
City Manager, Madeira Beach, FL (population 12,300) in 2011
Town Manager, Mangonia Park, FL (population 1,400) in 2001
City Manager, Marathon, FL (population 11,500) in 2002 and 2004
City Manager, Marco Island, FL (population 15,000) in 2014
City Manager, Mascotte, FL (population 5,873) in 2021
City Manager, Medina, WA (population 3,000) in 2013
City Manager, Melbourne, FL (population 72,500) in 2012
City Manager, Miami Gardens, FL (population 101,000) in 2004
City Manager, Mill Creek, WA (18,828) in 2015 and 2022
City Manager, Miramar, FL (population 122,000) in 2013
City Manager, Monroe, NC (population 33,500) in 2013
City Manager, Montverde, FL (population 1,675) in 2020

Governmental Search Assignments (continued)

City/Town/Village Manager/Administrator (continued)

Town Manager, Mooresville, NC (population 41,995) in 2019
City Manager, Mount Dora, FL (population 12,000) in 2005
City Manager, Mount Pleasant, MI (population 26,000) in 2014
City Manager, Mountlake Terrace, WA (population 20,700) in 2014 and 2016
City Manager, Naples, FL (population 21,800) in 2018
City Manager, New Smyrna Beach, FL (population 23,000) in 2009
City Manager, Normandy Park, WA (population 6,335) in 2013 and 2015
City Manager, North Miami, FL (population 62,000) in 2010 and 2014
Village Manager, North Palm Beach, FL (population 12,500) in 2004, 2005, 2007 and 2012
City Manager, North Port, FL (population 55,800) in 2011
Town Manager, North Topsail Beach, NC (population 734) in 2018
City Manager, Norwich, CT (population 40,500) in 2016
Town Manager, Oakland, FL (population 5,400) in 2023
City Manager, Oakland Park, FL (population 42,800) in 2014
City Manager, Ocala, FL (population 52,000) in 2008 and 2015
Town Manager/Finance Director, Ocean Ridge, FL (population 1,830) in 2023
City Manager, Opa-Locka, FL (population 2,180) in 2019
City Manager, Orange City, FL (population 10,000) in 2010 and 2016
City Manager, Orange Park, FL (population 9,100) in 2010
City Manager, Oviedo, FL (population 33,000) in 2008
City Manager, Palm Bay, FL (current population 101,000) in 2002 and 2015
City Manager, Palm Coast, FL (population 71,000) in 2006
Village Manager, Palmetto Bay, FL (population 24,000) in 2003
City Manager, Panama City Beach, FL (population 12,776) in 2012 and 2019
City Manager, Parkland, FL (population 30,177) in 2017
City Manager, Petersburg, VA (population 32,701) in 2017
Village Manager, Pinecrest, FL (population 19,300) in 2011
City Manager, Pompano Beach, FL (population 101,000) in 2007
City Manager, Port Orange, FL (population 67,494) in 2021
City Manager, Port Richey, FL (2,869) in 2020 and 2023
City Manager, Port St. Lucie, FL (population 174,100) in 2016
City Manager, Portland, ME (population 65,000) in 2011
City Manager, Prosser, WA (population 5,802) in 2016
Chief Administrative Officer, Renton, WA (population 100,953) in 2021
City Manager, Riviera Beach, FL (population 37,000) in 2009
City Manager, Roanoke, VA (population 98,465) in 2009 and 2017
City Manager, Sammamish, WA (population 64,548) in 2019
City Manager, Sanibel Island, FL (population 7,319) in 2021
City Manager, Sarasota, FL (population 55,000) in 2012
City Manager, Satellite Beach, FL (population 10,100) in 2013
City Manager, Savannah, GA (population 142,800) in 2016
City Manager, Scottsdale, AZ (population 217,400) in 2013
City Manager, Sebastian, FL (population 24,772) in 2018

Governmental Search Assignments (continued)

City/Town/Village Manager/Administrator (continued)

City Manager, Seminole, FL (population 17,800) in 2015
City Manager, Sequim, WA (population 6,700) in 2015 and 2021
Town Manager, Sewall's Point, FL (population 2,000) in 2006
Township Manager, Spring Garden Township, PA (population 12,963) in 2018
Township Manager, Springettsbury Township, PA (population 26,700) in 2014 and 2016
City Manager, St. Pete Beach, FL (population 10,000) in 2014 and 2019
City Manager, Stuart, FL (population 17,000) in 2006 and 2017
City Manager, Sunny Isles Beach, FL (population 17,000) in 2006 and 2011
City Manager, Sunrise, FL (population 84,400) in 2012
City Manager, Sunnyside, WA (population 15,860) in 2013 and 2018
Town Manager, Surfside, FL (population 6,000) in 2014
City Manager, Tacoma, WA (population 200,000) in 2011 and 2017
City Administrator, Tavares, FL (population 11,000) in 2006
City Manager, Temple Terrace, FL (population 26,901) in 2022
City Manager, Titusville, FL (population 43,940) in 2014
City Manager, Treasure Island, FL (population 6,937) in 2017
City Manager, Vero Beach, FL (population 16,751) in 2019
City Manager, West Melbourne, FL (population 15,000) in 2009
City Manager, West Park, FL (population 12,000) in 2005 and 2010
City Manager, Weston, FL (population 70,015) in 2019
City Manager, Winchester, VA (population 28,108) in 2014 and 2020
City Manager, Winter Haven, FL (population 37,900) in 2017
City Manager, Yakima, WA (population 91,000) in 2011 and 2012

Completed Searches - County Administrator / Manager

County Manager, Alachua County, FL (population 251,400) in 2014
County Manager, Baker County, FL (population 27,000) in 2006
County Administrator, Bay County, FL (population 158,000) in 2005
County Manager, Brevard County, FL (population 536,000) in 2009
County Administrator, Broward County, FL (population 1,800,000) in 2006
County Administrator, Clackamas County, OR (population 383,900) in 2013
County Manager, Clay County, FL (population 212,230) in 2005, 2011 and 2019
Chief Administrator, El Paso County, TX (population 827,700) in 2014 and 2016
County Administrator, Emmet County, MI (population 32,900) in 2014
County Manager, Flagler County, FL (population 83,000) in 2007
County Manager, Fulton County, GA, (partial search) in 2015 (population 894,300) in 2015
County Administrator, Hernando County, FL (population 172,800) in 2012
County Administrator, Highlands County, FL (population 98,000) in 2008
County Administrator, Indian River County, FL (population 163,662) in 2023
County Administrator, James City County, VA (population 69,000) in 2014
County Manager, Lee County, FL (population 600,000) in 2009
County Administrator, Martin County, FL (population 140,000) in 2005

Governmental Search Assignments (continued)

Completed Searches - County Administrator / Manager (continued)

Borough Manager, Matanuska-Susitna Borough, AK (population 85,000) in 2011
County Administrator, Manatee County, FL (population 422,774) in 2023
County Administrator, Monroe County, FL (population 80,000) in 2004
County Administrator, Nassau County, FL (population 60,000) in 2004
County Administrator, Okaloosa County, FL (population 183,500) in 2013
County Administrator, Okeechobee County, FL (population 39,000) in 2008
County Manager, Osceola County, FL (population 235,000) in 2003 and 2007
County Administrator, Polk County, IA (population 400,000) in 2007 and 2011
County Manager, Seminole County, FL (population 410,000) in 2006
County Administrator, St. Johns County, FL (population 162,000) in 2007
County Administrator, St. Lucie County, FL (population 284,000) in 2014 and 2023
County Manager, Union County, NC (population 198,600) in 2010
County Administrator, York County, VA (population 66,269) in 2015

Completed Searches - Other Municipal CEO

Executive Director, Bartow Municipal Airport Development Authority, Bartow, FL in 2017
Chief Executive Officer, Chatham Area Transit, Savannah, GA (population served 286,900) in 2016
General Manager, Chittenden Solid Waste District, Williston, VT (population 157,461) in 2016
General Manager, Holiday Park Recreation District, FL (population 4,500) in 2007
Executive Director, Lakewood Ranch Inter-District Authority, Manatee County, FL (population 15,000) in 2011 and 2022
Executive Director, Northern Palm Beach Improvement District, Palm Beach Gardens, FL (population 200,000) in 2003
Executive Director, South Correctional Entity (SCORE), Des Moines, WA (population served 406,000) in 2018
General Manager, Sun 'n Lake Improvement District, FL (population served 9,000+) in 2023

Completed Searches - Community Association CEOs and Assistant CEOs

Chief Operating Officer, Amelia Island Plantation Community Association, FL (population 3,000) in 2016
Executive Director, Sun City Summerlin Home Owners Association, Las Vegas, NV (population 14,000) in 2015 and 2017
Vice President for Administration, Ocean Reef Communication Association, Key Largo, FL in 2017
Vice President, Public Works & Operations, Ocean Reef Community Association (population 2,000), Key Largo, FL, in 2001

Governmental Search Assignments (continued)

Completed Searches – Assistant/Deputy Managers

Assistant City Manager / Operations, Corpus Christi, TX (population 308,000) in 2013
Assistant City Manager / Utilities, Corpus Christi, TX (population 308,000) in 2014
Deputy City Manager, Danville, VA (43,000) in 2016
Deputy City Administrator, Dickinson, ND (population 22,300) in 2016
Deputy City Manager for Community Building, Durham, NC (population 220,000) in 2009
Assistant Town Manager, Jupiter Island, FL (population 654) in 2010
Assistant Village Manager, Islamorada, Village of Islands, FL (population 7,500) in 1998
Assistant City Manager, Lake Worth Beach, FL (population 37,000) in 2004
Assistant County Administrator, Martin County, FL (population 140,000) in 2006
Deputy City Manager, Sammamish, WA (60,000) in 2016
Assistant City Manager, Tamarac, FL (population 55,500) in 2001
Assistant City Manager, West Palm Beach, FL (population 101,000) in 2004 and 2013

Completed Searches – City or County Attorneys

County Attorney, Clay County, FL (population 196,400) in 2016
City Attorney, Daytona Beach, FL (62,300) in 2016
City Attorney, Fort Lauderdale, FL (population 178,752) in 2018
City Attorney, Fort Pierce, FL (population 41,590) in 2016 and 2018
County Attorney, Fulton County, GA (population 996,319) in 2015
City Attorney, Lawton, OK (population 94,653) in 2020
City Attorney firm, Naples, FL (population 22,367) in 2021
City Attorney, Ocala, FL (population 60,021) in 2022
Chief Labor Negotiator, Orlando, FL (population 270,934) in 2018
City Attorney, Port St. Lucie, FL (population 185,132) in 2016 and 2019
County Attorney, Prince William County, VA (population 438,580) in 2015
City Attorney, Roanoke, VA (population 96,000) in 2012
City Attorney, Sebastian, FL (population 25,703) in 2023
Fire District Attorney, St. Lucie County Fire District, FL (population 298,600) in 2017
City Attorney, Vero Beach, FL (population 16,751) in 2019
City Attorney, West Melbourne, FL (population 15,000) in 2008

Completed Searches – Community Development/Growth Management/Planning

Planning and Community Development Director, Bradenton, FL (population 60,888) in 2021
Growth Management Director, Collier County, FL (population 357,305) in 2015 and 2017
Community Development Director, Danville, VA (population 43,000) in 2016
Planning and Development Director, Fairfax County, VA (population 1,150,309) in 2022
Director, Building and Development, Loudoun County, VA (population 336,900) in 2014
Community Development Director, Miami, FL (population 408,000) in 2008
Director of Planning, Building and Development, Roanoke, VA (population 96,000) in 2012

Governmental Search Assignments (continued)

Completed Searches – Community Development/Growth Management/Planning (continued)

General Manager, North Sarasota Redevelopment District, Sarasota, FL (population 53,000) in 2008

Growth Management Director, St. Lucie County, FL (population 261,000) in 2005

Community Development Director, Tamarac, FL (population 55,500) in 2007

Completed Searches – Economic Development / Redevelopment

Growth Management Manager, Wellington, FL (population 55,000) in 2009

Executive Director, Camden County (GA) Joint Development Authority (pop. 51,400) in 2014

Economic Development Director, Collier County, FL (population 328,000) in 2012

Economic Development Director, Concord, NH (population 42,444) in 2017

Assistant City Manager for Community Building, Durham, NC (population 220,000) in 2009

Economic Development Director, Roanoke, VA (population 96,000) in 2012

Director, Office of Economic & Workforce Development, Durham, NC (pop. 220,000), 2009

Economic Development Director, Loudoun County, VA (population 326,000) in 2010

Economic Development Director, St. Johns County, FL (population 162,000) in 2011

Completed Searches – Engineers

City Engineer, Gulfport, MS (population 90,000) in 2008

Director/Engineering/Public Works /Utilities, Hallandale Beach, FL (population 39,000) 2013

Deputy County Engineer, Martin County, FL (population 140,000) in 2006

Assistant City Engineer, Melbourne, FL (population 75,000) in 2008

City Engineer, Sunny Isles Beach, FL (population 17,000) in 2006

Staff Engineer, Wellington, FL (population 55,000) in 2009

Completed Searches – Facilities Management

Director, Performing Arts & Convention Center, Federal Way, WA (population 92,700) in 2015

Director, Landscaping, Weston, FL (population 65,300) in 2013

Completed Searches – Finance and Budget

Finance Director, Altus, OK (population 19,800) (background check) in 2012

Finance Director, College Park, MD (population 32,256) in 2016

Procurement Director, Collier County, FL (population 357,305) in 2016

Finance Director, Danville, VA (population 43,000) in 2014

Finance Director, Daytona Beach, FL (population 31,860) in 2012

Governmental Search Assignments (continued)

Completed Searches – Finance and Budget (continued)

Finance Director, DeLand, FL (population 28,230) in 2016
Finance Director, Escambia County (FL) Housing Authority (population served: 302,700), 2014
Chief Financial Officer, Estero, FL (population 36,939) in 2022
Finance Director, Fort Walton Beach, FL (population 20,000) in 2006
Finance Director, Gainesville, FL (population 133,857) in 2020
Finance Director, Groveland, FL (population 12,493) in 2018
Director, Management & Financial Services, Loudoun County, VA (population 326,000) in 2012
Manager, Office of Management & Budget, Lake Worth Beach, FL (population 37,000) in 2010
Finance Director, Lauderdale Lakes, FL (population 32,000) in 1998
Finance Director, Miami, FL (population 408,000) in 2013
Finance Director, Miramar, FL (population 130,300) in 2016
Treasurer, Miami, FL (population 408,000) in 2013
Finance Director, Oregon City, OR (population 31,860) in 2012
Finance Director, Petersburg, VA (population 32,701) in 2017
Finance Director, Roanoke, VA (population 99,000) in 2014
Director of Finance and Administration, Roanoke Regional Airport, Roanoke, VA, in 2014
Revenue Operations Director, Savannah, GA (population 142,800) in 2017
Budget Director, St. Petersburg, FL (population 248,000) in 2009
Finance Director, St. Petersburg, FL (population 248,000) in 2010
Finance Director, Sunny Isles Beach, FL (population 17,000) in 2010
Finance Director, Surfside, FL (population 5,700) in 2012
Finance Director, Tamarac, FL (population 55,500) in 2005 and 2009
Finance Director, West Palm Beach, FL (population 101,000) in 2007
Chief Financial Officer, Winter Springs, FL (population 36,342) in 2022

Completed Searches – Fire/EMS/Dispatch

Fire Chief, Cape Coral, FL (population 154,300) in 2013
Fire Chief, Lauderdale Lakes, FL (population 32,000) in 1999
Executive Director, South Sound 911 (serves a population of 808,000), Tacoma, WA, in 2013
Fire Chief, St. Lucie County Fire District, FL (population 298,600) in 2018
Fire Chief, West Palm Beach, FL (population 101,000) in 2005

Completed Searches – General Services / Administration

General Services Director, Loudoun County, VA (population 349,700) in 2015

Completed Searches – Housing/Building

Building Official, Jupiter Island, FL (population 580) in 2005 and 2010
Building Official, Miami Beach, FL (population 91,000) in 2005
Building Official, Sewall's Point, FL (population 2,000) in 2006
Building Official, Tamarac, FL (population 55,000) in 2008

Governmental Search Assignments (continued)

Completed Searches – Human Resources

Human Resources Director, Boca Raton, FL (population 84,000) in 2006
Human Resources Director, Cape Coral, FL (population 154,300) in 2013
Director, Human Resources, Gainesville, FL (population 125,000) in 2014
Director of Personnel, Fulton County, GA (population 992,000) in 2010
Director, Human Resources, Hillsborough County, FL (population 1,292,000) in 2015
Human Resources Office, Loudoun County, VA (population 326,000) in 2011
Human Resources Administrator, Martin County, FL (population 140,000) in 2007
Personnel Director, North Miami, FL (population 56,000) in 2001
Director, Human Resources, Sunrise, FL (population 88,800) in 2015
Director, Human Resources, Roanoke, VA (population 99,000) in 2014
Personnel Director, Vero Beach, FL (population 17,900) in 2003
Human Resources Director, West Palm Beach, FL (101,900) in 2013 and 2014

Completed Searches – Health and Human Services

Director, Health and Human Services, St. Johns County, FL (population 162,000) in 2010

Completed Searches – Information Technology

Information Services Director, Cooper City, FL (population 33,382) in 2017
Information Services Director, Lauderdale Lakes, FL (population 32,000) in 1998
Information Services Director, Palm Beach County Tax Collector (population 1,300,000), Palm Beach County, FL in 2012 (partial search)
Chief Information Officer, Weston, FL (population 65,300) in 2015

Completed Searches – Parks/Recreation/Libraries

Parks and Recreation Director, Cape Coral, FL (population 179,804) in 2018
Parks and Recreation Director, Deerfield Beach, FL (population 78,041) in 2017 and 2019
Director, Parks, Recreation, & Conservation, Hillsborough County, FL (pop. 1,292,000) in 2015
Director, Parks and Recreation, Hobbs, NM (population 35,000) in 2014
District Manager, Holiday Park Recreation District, Palm Bay, FL (population 1,400) in 2007
Libraries and Information Services Director, Newport News, VA (population 183,000) in 2017
Library Services Director, St. Johns County, FL (population 162,000) in 2007
Parks and Recreation Director, West Palm Beach, FL (population 101,000) in 2006
Parks and Recreation Director, Weston, FL (population 70,015) in 2019

Governmental Search Assignments (continued)

Completed Searches – Police

Police Chief, Farmington, NM (population 45,900) in 2014
Police Chief, Golden Beach, FL (population 355) in 2011 (partial search)
Police Chief, Indian Creek Village, FL (population 89) in 2022
Police Chief, Lauderhill, FL (population 66,900) in 2011 (partial search)
Police Chief, Melbourne, FL (population 76,000) in 2011 (partial search)
Chief of Police, Mooresville, NC (population 35,300) in 2016
Police Chief, Petersburg, VA (population 32,701) in 2017
Director of Administration – Public Safety, Ocean Reef Community Association, Key Largo, FL in 2016
Police Chief, Sewall's Point, FL (population 2,000) in 2007
Police Chief, St. Augustine Beach, FL (population 6,200) in 2012
Police Chief, Sunny Isles Beach, FL (population 17,000) in 2010
Police Chief, Winchester, VA (population 27,216) in 2017

Completed Searches – Public Works

Public Works Director, Aventura, FL (population 37,200) in 2016
Public Works Director, Camden County, GA (population 53,044) in 2019
Solid Waste Director, Camden County, GA (population 53,044) in 2018
Public Works Director, Chandler, AZ (population 250,000) in 2007
General Manager, Chittenden Solid Waste District, Williston, VT (population 157,461) in 2016
Executive Director, Northern Palm Beach Improvement District, Palm Beach Gardens, FL (population 200,000) in 2003
Vice President, Public Works & Operations, Ocean Reef Community Association (population 2,000), Key Largo, FL, in 2001
Executive Director, Environment and Infrastructure, Pinellas County, FL (pop. 917,000) in 2012
Public Works Administrator, Renton, WA (population 100,953) in 2020
Public Works Director, Sammamish, WA (60,000) in 2016
Director/Capital Projects Manager/City Engineer, Sunny Isles Beach, FL (pop. 17,000) in 2007
Assistant Public Works Director, Sumter County, FL (107,000) in 2015
Assistant Public Works Director, Sunny Isles Beach, FL (population 17,000) in 2008
Public Works Director, Tamarac, FL (population 55,500) in 2003
Solid Waste Director, Tampa, FL (population 335,700) in 2014
Director, Landscaping, Weston, FL (population 65,300) in 2013

Completed Searches – Transportation

Chief Executive Officer, Chatham Area Transit, Savannah, GA (population served 286,900) in 2016 and 2022

Governmental Search Assignments (continued)

Completed Searches – Utilities

Water Resources Director, Asheville, NC (population 87,200) in 2015
General Manager, Beaufort-Jasper & Sewer Authority, SC (population served 150,000) in 2023
Executive Director, Cape Fear Utility Authority, Wilmington, NC (population served 230,000) in 2021
Utility Director, Danville, VA (population 43,000) in 2015
Power & Light Division Director, Danville, VA (population 43,000) in 2015
Water and Gas Director, Danville, VA (population 43,000) in 2016
Utilities Manager, Deerfield Beach, FL (population 78,041) in 2017
Watershed Management (Water and Wastewater) Director, DeKalb County, GA (population 691,900) in 2011 and 2013
Executive Director, Des Moines (IA) Water Works (serves a population of over 500,000) in 2012 and 2020
Executive Director, Emerald Coast Utilities Authority, Pensacola, FL (population served 300,000) in 2020
Executive Director, Florida Keys Aqueduct Authority, Key West, FL (pop. 90,000) in 2003
General Manager, Island Water Association, Sanibel, FL in 2018
Utilities Director, Lake Worth, FL (population 37,000) in 2009
Deputy Water & Sewer Director, Miami-Dade County, FL (population 2.706 million) in 2023
Waterworks Director, Newport News, VA (population 183,000) in 2017
Executive Director, Onslow Water & Sewer Authority, Jacksonville, NC, (pop. 160,000) in 2009
Utilities Director, Palm Bay, FL (population 101,000) in 2005
Utilities Director, Panama City, FL (population 38,286) in 2017
Executive Director, Environment and Infrastructure, Pinellas County, FL (pop. 917,000) in 2012
Executive Director, Sewerage and Water Board of New Orleans, LA (population 369,000) in 2013
Customer Service Chief (a C Suite level position), Sewerage and Water Board of New Orleans, LA (population 369,000) in 2020
Director, South Martin Regional Utilities, FL (population 22,000) in 2013
Executive Director, Spartanburg Water, SC (population served 327,997) in 2022
Water (Wastewater) Resources Director, St. Petersburg, FL (population 248,000) in 2008
General Manager, Tampa Bay Water, FL (population served 2,400,000) in 2008 and 2021
Chief Operating Officer, Tampa Bay Water, FL (population served 2,400,000) in 2022

Completed Searches – Work Force Management

Director, Office of Economic & Workforce Development, Durham, NC (pop. on 220,000), 2009

Completed Searches – Other

Chief Operating Officer, Amelia Island Plantation Community Association, FL (population 3,000) in 2016

Governmental Search Assignments (continued)

Completed Searches – Other (continued)

Clerk to the County Commission, Fulton County, GA (population 1.02 million) in 2018
Director, Registrations and Elections, Fulton County, GA (population 992,000) in 2009
Special Projects Coordinator, Islamorada, Village of Islands, FL (population 7,500) in 1998
City Clerk, Lauderdale Lakes, FL (population 32,000) in 1998
Assistant to the City Manager, North Myrtle Beach, SC (18,790) in 2023
Vice President for Administration, Ocean Reef Communication Association, Key Largo, FL
in 2017
Environmental Resources Director, St. Lucie County, FL (population 261,000) in 2009

Appendix B

***Sample Brochure:
City Manager
Thornton, CO***



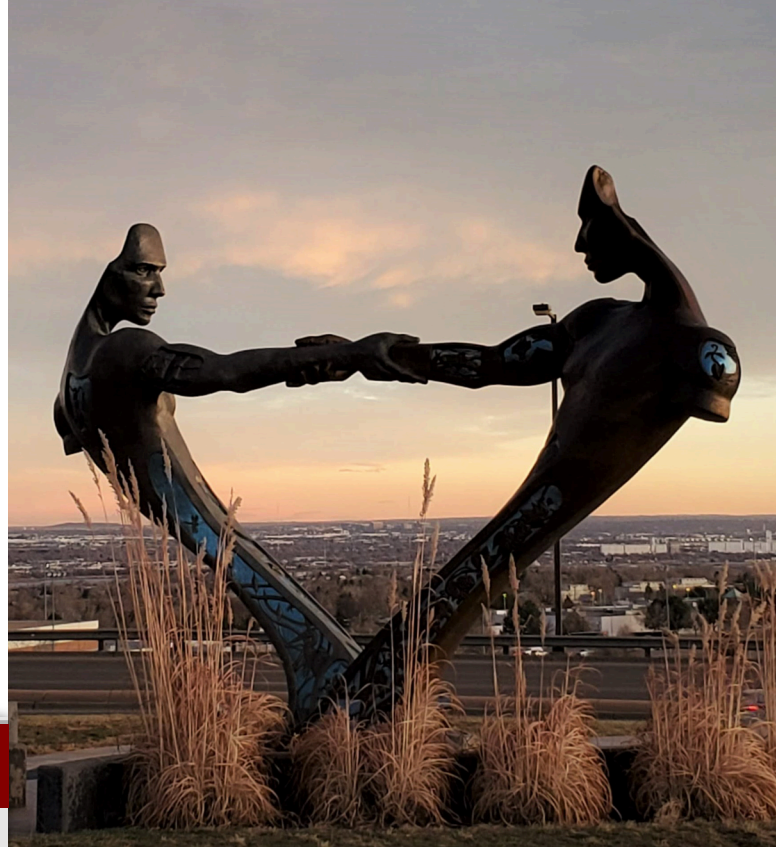
— POSITION AVAILABLE —

CITY MANAGER

Apply by June 7, 2024

With the stunning Rocky Mountains as a backdrop, Thornton is a Denver suburb that combines the warmth of a close-knit community with the energy of a bustling urban center. Residents are welcoming, assist one another, truly care about their community, and enjoy an exceptional quality of life. Consistently ranked as one of the most desirable areas to live in the U.S., Thornton has easy access to over 28 major resort areas, and is a paradise for those who relish adventure—skiing, hiking, rafting, and camping, just to name a few. Thornton is an oasis in the mountains with friendly neighbors, a plethora of parks, and more amenities than you’ve ever dreamed.

Livability.com lists Thornton as one of the top 100 best places to live in the US for 2023. In 2017 LiveWell Colorado awarded Elite status to the city of Thornton for its commitment to building a healthy community. It was named the Large Community of the Year by the Economic Development Council of Colorado in 2017. Other designations include Tree City USA, Play City, National Recreation & Parks Association (NRPA) Gold Medal Finalist, and World Health Organization (WHO) Age Friendly City.



Located just under ten miles from downtown Denver, Thornton offers over 140 miles of trails and 2500+ acres of designated park land, where residents have endless opportunities for recreation. The city has 25 major parks with the addition of several smaller parks and open spaces. Carpenter Park has an amphitheater, boathouse and carousel, courts, pavilions, playground, skatepark, and a sprayground (a playground with both water and electronic controls). The Springvale Park Disc Golf Course is a popular destination. With over a dozen lakes and ponds in the community, fishing is a favored pastime. Those who love to camp have endless opportunities just outside city limits and in the nearby Rocky Mountains.

Thornton hosts several annual festivals. Thorntonfest was introduced in 1996 to celebrate the community and is an opportunity for residents to get to know their neighbors. Harvest Fest helps residents celebrate autumn with their neighbors. WinterFest includes visits from Santa, ice carving demonstrations, an ice-skating pond, and much more. Other events planned for 2024 include Eggcessible Eggstravaganza, Law Enforcement Torch Run/Walk, Lion Club Relays, Allstar Concert Series, Arts in the Parks, Bicycle Rodeo, Movies in the Park, Fourth of July Celebration, Paws for a Dip, Barrel & Beer Festival, Fuel & Fury Car Show, Trunk or Treat, and the Day of the Dead celebration.

Thornton offers very robust recreational programming for residents of all ages. Opportunities for youth include softball, tennis, track and field, Taekwondo, gymnastics, swimming, dance, and fishing as well as numerous youth sports academies. The City also partners with Skyhawks and SuperTots to offer in-person, multi-day, sports camps for baseball, basketball, football, soccer, volleyball, golf, cheerleading and more. Adult softball and basketball leagues are also available. Thornton's Adaptive and Inclusive Recreation (AIR) program offers meaningful recreation opportunities for participants with disabilities.

Shopping is plentiful both in Thornton and in the region. The Denver Premium Outlets (located in Thornton) is a major shopping destination where shoppers can also enjoy a playground and fountain. Other shopping venues include the Colorado Marketplace, Highpointe Park, Hilltop Village, Huron Plaza, Lambertson Lakes, Larkridge, Mission Trace, Pinnacle Center, Plaza Las Americas, The Grove, Thorncreek Crossing,

Thornton Place, Thornton Plaza, Thornton Town Center, and the Washington Plaza. Not only does Thornton host two farmers' markets every week, but the City also provides either a \$25 voucher or a pre-packaged box of farm fresh food to anyone who receives SNAP, WIC, or Medicaid benefits, or is at least 65 years of age. Other farmers' markets are also available, including two that are hosted by Anythink Library.

To preserve and share the city's history, Thornton's Historical Archive and Art Collection is located at the Thornton Arts & Culture Center. The public can also view rotating displays of these collections at the Margaret Carpenter Recreation Center. The Adams County Historical Society in Brighton contains the History Museum & Office, Cultural Center, a replica one-room schoolhouse and 1930's Conoco Station, a working Blacksmith Shop, a firehouse, a restored 1887 two-story Victorian House, and a 1920 railroad caboose.

Entertainment abounds in this region. You can see more than 3,500 animals at the Denver Zoo, view spectacular marine life and enjoy an upscale-casual dining experience at the Downtown Aquarium in Denver, swim with stingrays at the SeaQuest in Littleton, visit the Butterfly Pavilion in Westminster, see breathtaking views and wildlife at the Cheyenne Mountain Zoo, and visit the Wildlife Animal Sanctuary where over 500 carnivores roam freely on 789 acres of grassland. Museums are plentiful and include the Denver Botanic Gardens, Denver Museum of Nature & Sciences, Denver Art Museum, Wings Over the Rockies Air & Space Museum, National Ballpark Museum, Kirkland Museum of Fine & Decorative Art, the Forney Museum of Transportation and more.

For those who love performing arts, the construction of the Candlelight Theater in Thornton has been announced. Regionally, residents can find entertainment at The Denver Center for the Performing Arts, Colorado Ballet, Paramount Theater, The Robert and Judi Newman Center for the Performing Arts, and Su Teatro Cultural & Performing Arts Center.

Every sports fan can find a team to cheer for. The Denver metro area is home to many pro sports teams including the Denver Broncos (NFL), Denver Nuggets (NBA), Colorado Rockies (MLB), Colorado Avalanche (NHL), Colorado Rapids (MLS)

and the Colorado Mammoth (NLL). Local teams include the Denver Barbarians (RFC), American Raptors (Rugby Union Team), Colorado Summit (ultimate frisbee) and Colorado Rapids 2 which operates as a reserve team for the Colorado Rockies.

Golf enthusiasts have two beautiful courses to choose from in Thornton, with even more options in the metro area. The Thorncreek Golf Course boasts a 72-par championship course. Thorncreek is managed by the City and was recently renovated. This course affords every player the experience they desire, whether that be a challenge or a casual game with friends. Todd Creek Golf Club is an 18-hole championship golf course, originally laid out by legendary course architect Arthur Hills. Both offer rolling terrain and a scenic backdrop of the Rocky Mountains. Optimum Golf and TopGolf are also located in Thornton.

Denver's Regional Transportation District (RTD) offers inexpensive and convenient public transportation. The N Line of the commuter rail service has stops in Thornton. Travel outside of the region is extremely accessible as Denver International Airport is less than 30 miles away. The airport is the 3rd busiest airport in the U.S. and 6th busiest in the world. In 2023, the airport welcomed a record-breaking 77.8 million passengers. The local Rocky Mountain Metropolitan Airport offers general aviation and charter services, and the Colorado Springs Airport offers additional commercial air travel options.

The Thornton housing market is very competitive, and housing is less expensive here than in the surrounding region. The median home price is around \$500,000, though a larger home with more land will cost around \$800,000. Residents have many options to choose from including single-family homes, apartments, and townhomes. Most residents own their homes. As with any large city, some areas of the community see more crime than others. In comparison to cities in the region, Thornton's crime rate is lower than most. In addition, Thornton's violent crime rate has been lower than the national average since 2018. Most crimes are property or retail theft related.

Thornton has three school districts within its boundaries: Adams 12 Five Star Schools, 27J, and Mapleton Public Schools. Each has

its own personality and style. For example, Adams 12 Five Star Schools is accredited as a Performance District in Colorado. 27J operates on a 4-day school week (Tuesday through Friday) and has 18 STEM and career training options. Mapleton Public Schools has received the prestigious Cognia Accreditation. Students who apply themselves can receive a great education here. Additionally, numerous private and charter school options are available.

Higher education options are plentiful. There are 33 colleges within a 50-mile radius of Denver including, among others, the University of Denver, University of Colorado (Aurora, Boulder, Colorado Springs, and Denver), Colorado School of Mines, University of Northern Colorado, Metropolitan State University of Denver, Colorado Christian University, and Jones International University.

The strong sense of community in Thornton is unique considering its size and location. If you want to live in a diverse city with an abundance of festivals, caring neighbors, every urban amenity nearby, and unparalleled outdoor recreational opportunities, please dust off your resume and apply today. Thornton Colorado is truly a great place to live, work, and play!

HISTORY

The history of Thornton begins on the Eppinger family farm just north of Denver. This is where developer Sam Hoffman bought 400 acres in 1952 to build an affordable but self-sustaining community. When Hoffman launched an open house to showcase the first three completed homes in 1953, actress Jane Russell decorated the interiors of the homes and attended the open house to sign autographs and promote the new community.

Residents voted to incorporate the area as a City in 1956. At the time, Thornton had a population of 8,640, a radius of one square mile, and was the eleventh largest city in Colorado. Upon incorporation, the community chose to name their burgeoning city "Thornton" after Daniel Thornton, who served as Colorado's Governor and additionally, U.S. ambassador to Korea.

In 1965, Thornton selected its first City Seal via a contest amongst Thornton public school children. "The City of Planned Progress" was the winning design, and it was created by a

Table 1: Thornton, Colorado Demographics

Distribution by Race		Distribution by Age	
White	60.1%	0 to 15	19.8%
Black	2.1%	15 to 25	15.1%
Asian	5.9%	25 to 45	31.2%
Native American	1.6%	45 to 65	22.6%
Other	30.3%	65 to 85	10.8%
Total	100.0%	Over 85	0.5%
Hispanic Ethnicity (all races)	39.8%		
2024 Estimated Population: 154,061			

Educational Achievements (25 & Over) and Other Statistics	
High School or Higher	51.1%
Bachelor’s Degree or Higher	15.8%
Median Age—Thornton	35.2
Median Age—U.S.	39.0
Median Household Income—Thornton	\$105,116
Median Household Income—U.S.	\$74,755
Poverty Rate	8.0%

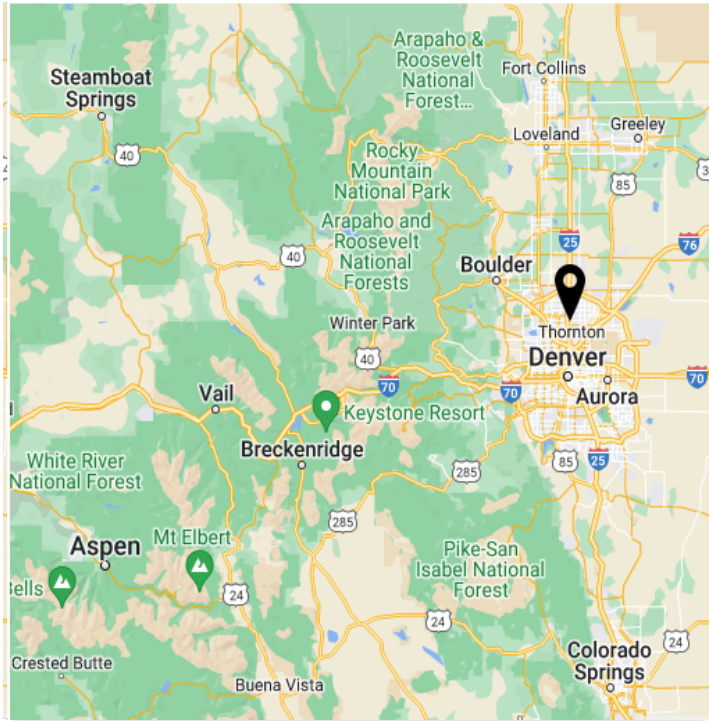
Source: U.S. Census Bureau

Mapleton High School student. By 1967, the Thornton community overwhelming voted in favor of making Thornton a Home Rule City and wrote the first City Charter.

The Denver Regional Transportation began construction on the North Metro Rail Line in November of 2013 that runs from the Denver Union Station to 124th Avenue in Thornton, stopping at two additional Thornton locations on the way.

Today Thornton is the 6th largest city in Colorado and will soon be the 5th. It is the largest city in Adams County. The City has experienced rapid growth, from a population of 60,000 in 1994 to over 154,000 today. Ultimately, the city’s population is expected to be approximately 240,000. The City is well-prepared for this growth, having invested hundreds of millions of dollars in infrastructure, including a water project that will provide

Figure 1: Location of Thornton, CO



Thornton with all the water it needs for future growth. The City has a bright future.

DEMOGRAPHICS

Thornton is a diverse community with a strong commitment to quality of life. See Table 1 (left) for Thornton demographics.

CLIMATE

Thornton is known for its mild climate and sunny days. The City averages over 300 days of sunshine a year. The temperature is rarely below 5°F or above 97°F. The hottest month of the year is July, with an average high of 88°F and low of 61°F. The coldest month of the year is December with an average low of 23°F and high of 45°F.

GEOGRAPHY

Thornton is characterized by ridgelines, wildlife, waterways, rolling hills, and undeveloped land. Located in the northeast quadrant of the Denver metropolitan area, Thornton is comprised of 37 square miles. The elevation of Thornton is 5,351 feet above sea level. The City is only 20 minutes from

Table 2: Principal Employer Type, Thornton, Colorado

Employer/Industry	Employees
Retail Trade (439 Units) Education	7,735
Health Care and Social Assistance (282 Units)	5,346
Accommodation and Food Services (238 Units)	4,320
Educational Services (81 Units)	3,045
Public Administration (46 Units)	1,884
Other Services (284 Units)	1,803
Construction (208 Units)	1,369
Professional, Service & Tech (176 Units)	1,099
Information (56 Units)	933
Arts, Entertainment & Recreation (47 Units)	745

Source: Thornton, CO 2022 ACFR

downtown Denver, 30 minutes from the Denver International Airport, and less than 2 hours from the Breckenridge and Vail ski areas. The Rocky Mountains and multiple national forests are also within a short drive.

COMMERCE

Founded as a bedroom community, Thornton is strategically located within the Denver metropolitan area. Only ten miles north of downtown Denver and adjacent to Interstate 25, Thornton's location provides high visibility for businesses and easy access to various transportation routes.

With over 1,400 acres of developable commercial land along the I-25 corridor, Thornton offers plentiful opportunities for commercial development and is easily accessible with its eight (8) interchanges along I-25, three (3) along E-470, and close proximity to I-70, US 36, and the Denver International Airport.

The major employers in Thornton are Amazon, Adams 12 Five Start Schools, the City of Thornton, North Suburban Medical Center, Google, Adams Polishes, Appliance Factory Outlet, American Furniture Warehouse, Main Event, Topgolf, Home Depot, Avaya Inc., Hensel Phelps, Cabela's, Vibra Hospital,

Sashco, Sam's Club, Peak Medical of Colorado, Costco, Rocksol Consulting Group Inc., Murphy Company, and Solid Power.

THE GOVERNMENT

Thornton is a home rule city operating under a Council/Manager form of government. The City Council consists of the Mayor, who is elected at large, and eight council members, two elected from each of the city's four wards. The Mayor and Councilmembers serve staggered four-year terms, beginning on the first Council meeting following their election. Elections are held every two years, and the elected officials are limited to two terms.

The longest serving member of the Council is the Mayor, who has served six years as a Councilmember and four years as Mayor. One member of the Council has served for over seven years, one has served for over four years, three have served for over two years, and three were seated in the November 2023 election.

The Council appoints the City Manager, City Attorney, and Presiding Municipal Judge. The City Manager manages the day-to-day operations of the City, including hiring and supervising city staff.

The City's 2024 adopted total budget is \$416,049,498 and its general fund budget is \$197,596,820. The City has 1,142 full-time employees and approximately 575 temporary or seasonal employees. A full-service City, departments include Police (343 FTE), Utilities and Infrastructure (207.5 FTE), Fire (161 FTE), Parks Recreation & Community Programs (142 FTE), Management Services (112 FTE), City Development (76.75 FTE), Finance (33.25 FTE), Legal (17 FTE), Economic Development (8 FTE), Communications (7 FTE). The City Manager's office has 34 employees of which 12 report direct to the Manager. Services currently contracted to a third party are gas & utility as well as library services through Anythink Libraries. The City is in the process of introducing citywide Broadband, which service will also be contracted out.

Thornton governmental infrastructure has high standards and is award winning. Specifically, it has been awarded the GFOA Triple Crown, which recognizes governments that have received the GFOA Certificate of Achievement for Excellence in Financial Reporting, Popular Annual Financial Reporting Award, and the Distinguished Budget Presentation Award. The Police Department is CALEA certified and the Fire Department is accredited. The Economic Crimes Unit has received the Distinguished Service in Policing from the Attorney General. The Communication Center Dispatchers have receive awards from NENA, APCO and NICE. Individual employees have been recognized by the County and the State.

Police Officers and Police Sergeants are part of the FOP Thornton Lodge 16 Union. Police contract negotiations will commence in 2025. Firefighters through Fire Captains are part of the IAFF Local 2376 union. The Fire contract was recently negotiated for a three-year term, which will end in 2027.

THE CHALLENGES AND OPPORTUNITIES

As Thornton is only 55% built out, the most significant opportunity is growth. The City had the foresight to purchase land with a water source in the 1980s. For the past five years the City has been working on plans and permits to build a pipeline from the water source to the City and just received the final permit needed. Development has been delayed to some extent due to a lack of resources, but the pipeline will provide the necessary resources to move forward. The City wants smart and strategic growth that will meet the needs of the residents. Currently, much of the workforce is employed outside City limits. Bringing more corporate headquarters and professional opportunities to Thornton will not only benefit the workforce but will help attract the types of amenities and restaurants that residents want. All the pieces will soon be in place, and the next Manager will assist in guiding the growth. Being a visionary, with the ability to see and consider the long-term effects of decisions while also thinking outside the box, will be critical.

Thornton has been a bedroom community since it was established. Currently there is a desire by some to establish an identity and a downtown, while others want the City to maintain its current identity. With land available for growth, and now the infrastructure to support growth, the City is at a crossroads. The

next Manager should plan to work with the Council and the community to envision a positive path forward, and then lead the organization in this direction.

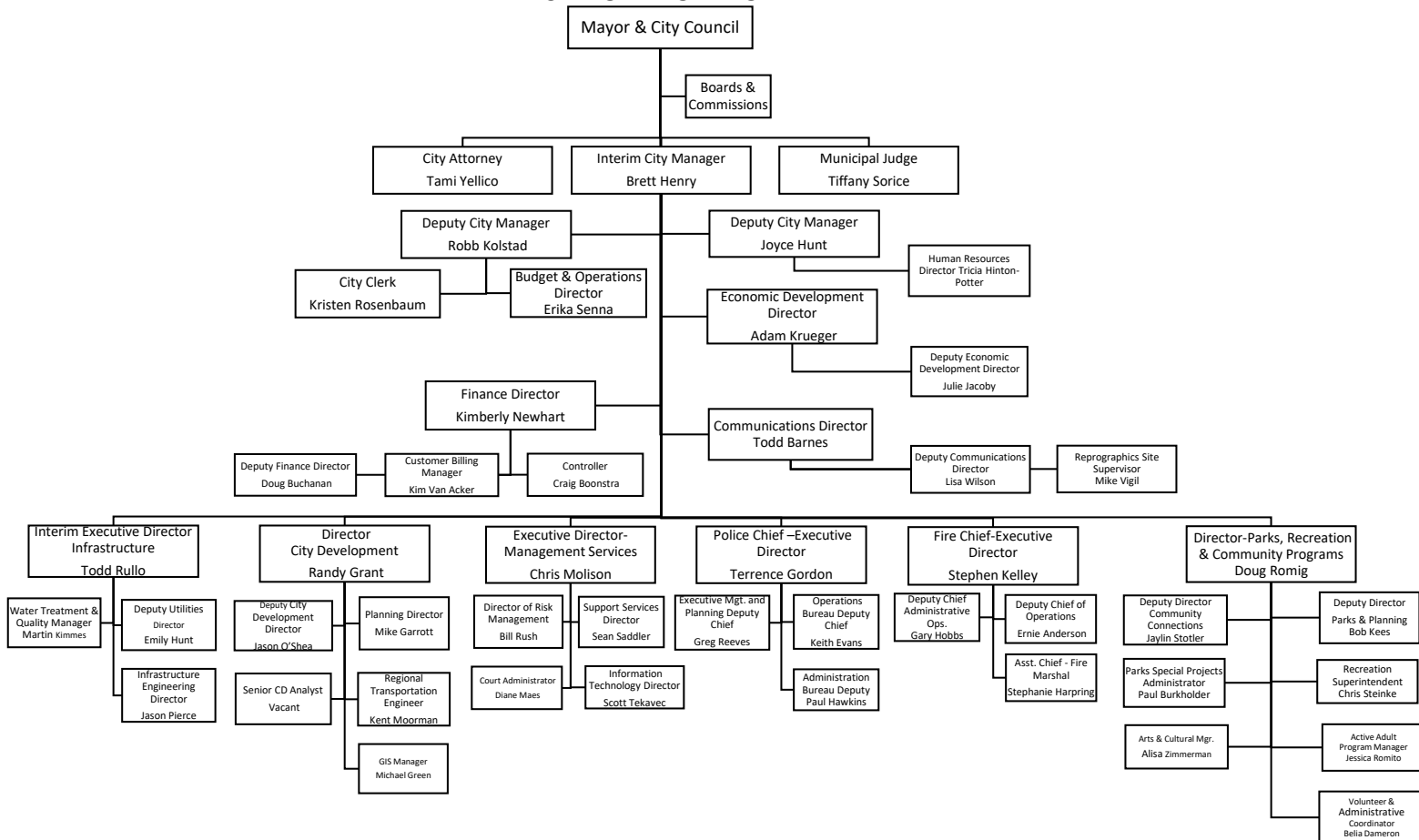
Thornton has grown northward from Denver. The southern part of the City tends to have smaller homes with smaller lots, and the northern part of the City tends to have larger homes with larger lots simply based on the time of construction. The land available for development is in the north and east quadrants of the City. The southern part of Thornton is essentially built-out and needs focus and attention on redevelopment and filling commercial vacancies. It is a diverse community and what is wanted by residents in one Ward may not fit the needs of residents in another Ward, so the solutions are not going to be cookie cutter. The challenge will be to work with each Ward to learn what residents need and want, and then strive to bring those businesses and amenities to that area within the available resources. The next Manager should carefully balance the differing needs of the City, ensuring that attention is given to every segment of the community.

The high level of service that Thornton currently provides to its residents may not be sustainable considering the expected future growth, particularly regarding public safety, and priorities may need to be established. Implementing metrics, measurements, and utilizing resident surveys can help the Council set data driven priorities. Creativity, planning, building relationships in the community, and working with regional partners when appropriate will be essential.

While the organization functions very well, and has very little turnover, it may benefit from a fresh set of eyes. Operations should be reviewed for efficiency and effectiveness, as well as ensuring that departments are appropriately staffed, and the right people are in the right seats. The new Manager will need to establish structure, clarify roles, and provide consistent direction with the staff, the Council, and the Boards.

The Thornton Shopping Center had extensive environmental contamination. The City recently secured the property through eminent domain. Now the hard work begins to address the issues and redevelop the center. The community is excited about the potential of this property but has varying ideas on what the finished product should look like. The next Manager will work

CITY OF THORNTON



with the Council and community to create a vision for the property. Once a direction has been set, the individual should follow that plan without becoming distracted by other opinions or options.

Other challenges are consistent with a large city. These include ensuring all segments of the community are heard, code enforcement, working with regional partners on homelessness, and additional transportation options within the City as the light rail system is not accessible to those with mobility challenges.

THE IDEAL CANDIDATE

The City Council is seeking an outstanding leader with a demonstrated track record of success and experience working in a large community. While the individual will understand they work for the Council, the elected officials hope to find someone to work with them as a partner, a supporter, and a trusted advisor.

The Manager will be a team player with a strong ability to facilitate relationships with Council Members, City staff, and community and regional partners. The individual will keep Council informed on critical issues in a timely manner and be responsive to Council questions and requests. The successful candidate will develop healthy working relationships with each member of Council and understand the need of balancing the complementary and sometimes competing interests of each member. The ideal candidate will understand that they work for a Board with nine members and will focus on reaching a consensus rather than the majority vote. The Manager will understand the politics but not be involved in them.

The ideal candidate will be intelligent, innovative, upbeat, friendly, outgoing, organized, positive and progressive—someone with a "can do" attitude and who is visionary yet practical. They will be resolute yet flexible, consistent, cheerfully persistent, high energy, and a



leader—not a bureaucrat. The individual will have a healthy sense of impatience, always trying to find ways to accomplish tasks more efficiently and effectively. Seeing the big picture, anticipating where the community will be in twenty years, and working positively in that direction will be essential.

The City expects the next City Manager to have outstanding communication and public relations skills. The best candidate will be someone who can make everyone feel their views are being heard and who will help bring people together. It is important that residents find it easy to work with the government and that they feel welcome even when their requests cannot be accommodated. The manager will believe strongly in transparency, and the public's right to know. The individual will be involved and become a visible presence in the community, thereby developing personal credibility and trust with citizens.

The Manager will help the Council make the best decisions by not just bringing options and recommendations but also the pros and cons, as well as the data supporting each option. Once the Manager has made his/her recommendation, and the Council makes its decision, the individual will relay City Council's policy direction to staff and the community, and facilitate the implementation of those decisions. The next Manager will help the Council, Boards, and staff define and understand their roles. The Manager will work well under pressure and be able to deal with a wide variety of complex issues.

The ideal candidate will motivate staff and build a team atmosphere through effective delegation, communication, and follow-up. The staff is well qualified, so the next Manager does not need to micromanage. The individual will

expect to be kept informed, look for results, and hold employees accountable. The Manager will encourage staff development, provide coaching to subordinates and encourage training and professional development opportunities. Creativity and taking reasonable risks should be fostered while also realizing not every great idea will be successful. As such, the ideal candidate will be approachable, receptive, open, and honest. Outstanding customer/citizen service will be a high priority.

The ability to anticipate/resolve issues before they become problems is critical. Should one erupt, the Manager will not delay but will deal with it promptly and effectively. Growth brings change and the next Manager will need to embrace and implement that change, while not being afraid to make the hard decisions along the way. Good judgment and common sense are essential. A sense of humor and the ability to use it to defuse tense moments is an absolute plus.

Thornton is part of a much larger urban area. Some of its issues can only be addressed on a regional basis or in conjunction with a subset of nearby local governments. Being comfortable working with other municipalities, the local school systems, the county, the state, and the federal government will be important.

In terms of specific skills, the Manager will be able to develop financial plans that are based on sustainable service and funding levels. The list of projects and initiatives is long, and items may need to be prioritized and/or scheduled to prevent undue strain on staff and resources. The individual will have strong experience in capital projects, development, and redevelopment. An understanding of Western water law will be an asset. Experience working in a large community and/or a municipality that has seen tremendous growth, is highly desired.

The position requires a bachelor's degree (or comparable work experience) in business administration, public administration, public policy, or related field plus ten (10) years of experience as a City Manager, Assistant City Manager or Department Head in a local government organization. A master's degree in business, public administration or related field is preferred.

COMPENSATION

The salary range is \$280,000 to \$350,000. The actual salary will depend on qualifications and experience. Benefits are excellent. The City has both 401(a) and 457 retirement plans available. After five years of employment the City will also contribute to a Retirement Health Savings (RHS) plan for the City Manager.

THE MOST RECENT CITY MANAGER

The most recent City Manager was hired in 2017 and retired in 2024. The Manager prior to him served for over 32 years.

RESIDENCY

Residency within City limits is required. The hope is that the next Manager will not just establish a residence in the City, but will become part of the fabric of the community.



HOW TO APPLY

E-mail your cover letter and resume to Recruit43@cb-asso.com by June 7th. Questions should be directed to Lynelle Klein at (970) 433-7189 or Colin Baenziger at (561) 707-3537.

INTERNAL CANDIDATES

We anticipate an internal candidate. That said, the Council is committed to a level playing field and everyone will be evaluated on their own merits.

CONFIDENTIALITY

Applications will be confidential until the Finalist selection on July 23rd. Only the names of those selected as Finalists will be released.

THE PROCESS

Applications will be screened between June 8th and July 7th. Finalists will be selected on July 23rd. A reception and interviews will be held on August 14th and August 15th. A selection will be made shortly thereafter.

OTHER IMPORTANT INFORMATION

The City of Thornton is an Equal Opportunity Employer and encourages women, minorities and veterans to apply.

ADDITIONAL INFORMATION

For additional information about the city, visit:

www.thorntonco.gov

www.thorntonareachamber.com

www.metronorthchamber.com/thornton-chamber-of-commerce/

www.uncovercolorado.com/towns/thornton/



Appendix C

Sample Candidate Report

Sample Candidate Report

[Note: The following materials are provided with the permission of the candidate.]

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Cover Letter and Resume

March 26, 2020

Mr. Colin Baenziger
Colin Baenziger & Associates
2055 South Atlantic Avenue, Suite 504
Daytona Beach Shores, Florida 32118

Dear Mr. Baenziger:

Please accept the enclosed résumé for the position of City Manager for the City of Cape Coral, Florida. I am confident that my organizational and leadership abilities, educational background, and diverse professional experience are well-suited to the specific requirements of the position.

As indicated in the enclosed résumé, my professional background includes more than 25 years of progressive and responsible local government management experience. As an ICMA Credentialed Manager, I presently serve as the deputy city manager for the City of Fort Lauderdale, Florida. Prior to Fort Lauderdale, I served as the city manager for the City of Savannah, Georgia. In that capacity, I reported to a nine-member city council, created a new strategic plan - [SAVANNAH FORWARD](#), led a family of 2,513 exceptional employees, and implemented a lean operating budget of \$408 million and a capital improvement plan in excess of \$407 million.

My previous experience includes serving as deputy county administrator for Broward County Florida; deputy county manager for Fulton County, Georgia; and assistant to the county administrator, Broward County, Florida. Collectively, my service in these progressive communities has provided me with extensive knowledge and expertise in all aspects of local government operations including affordable housing, strategic planning, transportation, budget development, community services, economic development and community revitalization, human services, and public safety, among others.

I am confident that I bring the right skills, experience and talents to the position. If you would like to schedule an interview or discuss my interest in the position, please contact me at (954) 940-1065 or at robhernandez@comcast.net. Thank you for your consideration.

Sincerely,

Roberto Hernandez

Roberto Hernandez

Enclosure:
- Résumé

ROB HERNANDEZ

1873 Northwest 113th Way, Coral Springs, Florida 33071 | 954-940-1065 | robhernandez@comcast.net

Profile

Proven, resourceful, and results-focused public administrator with more than 25 years of progressive local government management experience. ICMA-Credentialed Manager known for leadership, professionalism and organizational abilities.

Relevant Experience

Deputy City Manager City of Fort Lauderdale, Florida	2019 - Present
City Manager City of Savannah, Georgia	2016 - 2019
Deputy County Administrator Broward County Board of County Commissioners; Fort Lauderdale, Florida	2013 - 2016
Deputy City Manager City of Coral Springs, Florida	2011 - 2013
Deputy County Manager Fulton County Board of County Commissioners; Atlanta, Georgia	2008 - 2011
Assistant to the County Administrator Broward County Board of Commissioners; Fort Lauderdale, Florida	2003 - 2008
Various Positions Broward County Board of Commissioners; Fort Lauderdale, Florida	1994 - 2003

Education

Master of Public Administration
Nova Southeastern University; Fort Lauderdale, Florida

Bachelor of Public Administration
Florida International University; Miami, Florida

Current Professional Affiliations

International City / County Management Association (ICMA) – Credentialed Manager

Florida City / County Management Association

Broward City / County Management Association

Candidate Introduction

EDUCATION

- Master of Public Administration, Nova Southeastern University
- Bachelor of Public Administration, Florida International University

EXPERIENCE

- | | |
|--|----------------|
| • Deputy City Manager; City of Fort Lauderdale, FL | 2019 – Present |
| • City Manager; City of Savannah, GA | 2016 – 2019 |
| • Deputy County Administrator; Broward County, FL | 2013 – 2016 |
| • Deputy City Manager; Coral Springs, FL | 2011 – 2013 |
| • Deputy County Manager; Fulton County, GA | 2008 – 2011 |

BACKGROUND

Fort Lauderdale is the largest municipality in Broward County and the ninth most populated city in Florida, slightly ahead of Cape Coral. Smaller in geographic area than Cape Coral, the city encompasses 38 square miles with a population of 186,220. A popular tourism destination, the city is often referred to as the “Venice of America” because of its many inland waterways, not too dissimilar to Cape Coral’s “Water Wonderland” designation.

The City of Fort Lauderdale is a full-service municipal corporation that provides police protection, fire-rescue services, parks and recreation programs, potable drinking water to a service area both within and outside the City limits along with wastewater collection and treatment, sanitation services, development regulation, parking, and street maintenance. The City also operates a general aviation airport, a downtown heliport, an aquatic complex, and an auditorium. Its current general fund budget is more than \$373.7 million or \$832.7 million in total.

As the deputy city manager, I assist the city manager in overseeing municipal operations, specifically coordinating the activities of the Transportation and Mobility, Public Works, Sustainable Development and Parks and Recreation departments. Collectively these departments have a combined operating budget of \$380 million and 1,527 full-time employees.

The three most critical issues facing the city are:

- Infrastructure
- Resiliency
- Affordable Housing

Both Fort Lauderdale and Cape Coral have identified infrastructure as key elements of their adopted strategic plans. Fort Lauderdale’s emphasis is by necessity due to a series of recent high-profile infrastructure failures and a state mandated consent order. Fort Lauderdale’s initial development boom occurred between the 1950s and 1970s during which the majority of the city’s

infrastructure was installed. Materials of that era include cast iron pipe which is now failing regularly as a result of corrosion and erosion. From the 1990s until today, the city experienced a vertical development boom witnessed by large-scale redevelopment on its barrier island and downtown. This explosive growth was not matched by investments in infrastructure capacity, redundancy, and resiliency. Missteps occurred along the way, including transferring more than \$20 million annually from the Water and Sewer Fund to the General Fund as a “return on investment”, reduction in preventative maintenance activities, and failure to modernize its primary water treatment plant. The consequences of these decisions would surface years later as sewer main breaks, water line breaks, and flooding would disrupt life throughout the city. The City has identified more than \$1.2 billion in needed infrastructure improvements over the next 25 years. In addition to rectifying years of disinvestment in its water utilities, the City’s park system and public safety facilities have suffered a similar fate. The City is now implementing a \$200 million parks bond and \$100 million replacement police headquarters bond referendum to improve those facilities.

Sea level rise is Fort Lauderdale’s second biggest issue. Fort Lauderdale has made adaptation to climate change and rising sea levels a top priority. Many neighborhoods in Fort Lauderdale now experience chronic flooding on a regular basis. According to recent projections issued by the Southeast Regional Climate Change Compact, 10-17 inches of sea level rise by 2040 and 21-64 inches are possible by 2070. The City now requires the impact of sea level rise to be incorporated in future infrastructure master plans. Also, City-owned seawalls are being replaced and elevated, tidal valves have been installed in flood-prone areas, and the City is exploring the feasibility of raising road elevations in certain neighborhoods that are threatened by sea level rise.

Fort Lauderdale’s housing costs are now among the highest in the nation. More than 60 percent of households in the city spend more than 30 percent of their income on housing. The price of single-family homes has increased 41 percent since 2013. In 2018, the median sale price for a three-bedroom home was \$440,000. A four-bedroom home is now \$835,000. Given the high cost of homeownership, many are forced to rent; however, rental costs are equally unaffordable with the average two-bedroom rental costing \$2,705 monthly. Three bedrooms, \$3,204. The City is attempting to incentivize various housing types to support all income groups by providing zoning incentives such as height and density bonuses, no- or low-interest loans, or grants to developers to facilitate the construction of more affordable units. Without an affordable and diverse housing stock, the city, county, and region will not succeed in creating a diversified and balanced economy.

GENERAL MANAGEMENT STYLE AND EXPERIENCE

Cape Coral is a jewel for public administration professionals to practice their craft in a progressive environment. The challenges in Cape Coral are similar to those I have faced throughout my career as a city manager or deputy manager. For those reasons, I believe that the combination of my experience as a proven leader understanding local government in Florida, the ability to work with elected and appointed officials and the ability to understand and solve problems will allow me to excel as Cape Coral’s next city manager.

Many can manage but few can lead. Management is something I did earlier in my career; at this point in my professional career and personal life, I believe it is more important to exercise leadership. As leaders, we must communicate a clear vision and direction. We must demonstrate a passion for what we do – that is, to make a difference every day. For me, leadership is situational. When time, resources, and skills permit, my leadership style is participatory and collaborative. In other circumstances, it must be directive.

Great leadership is infectious. People are your greatest assets. It is important to create an environment where people want to work hard by making things fun, challenging, and rewarding. I believe in building a positive work climate where people are appreciated and valued. I like to consider myself a “macromanager” rather than a micromanager. I view my role as explaining the project or task, the expected result and deadline, and monitoring performance on a regular basis. I track projects and assignments using a Sharepoint site and meet with staff on a routine basis to review progress. I meet with staff more frequently on an as-needed basis. I describe what needs to be done, provide them the resources, get out of their way, and hold them accountable. So far, I think this approach has worked.

I am confident that staff and elected officials would describe me as professional, thorough, hard-working, ethical, honest, opinionated, and transparent. They would hopefully view me as engaged, participative and inclusive and valuing open communication and feedback, while also allowing for empowerment and accountability.

Two strengths that others will point to are my transparency and ability to make strategic decisions. In terms of a weakness, I believe that my commitment to my organization and loyalty to my teammates has led others to conclude that I can be defensive at times.

Regarding performance measurement, I believe it starts at the top with the governing body establishing a clear strategic vision for the organization, and cascades downward. Once key strategic objectives are defined by the governing board, it is the manager’s job to develop strategies to meet those strategic objectives. Business units then must identify those operational efforts and measures that are aligned with the strategies and long-term objectives. Those help form the basis for developing individual performance measures that are included in performance reviews.

In terms of a significant professional achievement, the revitalization of the Fulton Industrial District (FID) in metro-Atlanta, one the largest industrial, warehousing and logistics centers in the southeastern United States, is one that I am most proud of. In the fall of 2008, I toured FID as Fulton County’s new deputy county manager. What was once a leading center of economic activity was now rife with rampant prostitution, open drug sales, shuttered buildings, neglect, and decay. FID was well into a state of decline that began in the 1980s as its warehouses were abandoned for taller and larger ones elsewhere and manufacturing disappeared overseas. I observed conditions that I had never seen in my career until that day. Families called extended stay motels home. A police detective explained how FID was the child prostitution hub for the entire metropolitan Atlanta region. After a woman was found locked in a dog crate in one of FID’s many hotels, I was horrified and said: “not anymore – not on my watch.”

For the next three years, we made it our mission to make FID better. We used every conceivable resource within county government and put together a team of county agencies that included everything from arts to zoning. We rolled up our sleeves and went to work. We attacked the issues from every angle: from health to human services to public safety. With the help of a dedicated team, we accomplished a remarkable turnaround that included:

- Adoption of the Fulton Industrial Redevelopment Framework
- Designation by the State as an “Opportunity Zone”, providing needed economic incentives
- Establishment of the Fulton Industrial Community Improvement District, a self-taxing entity to take on area wide governance and improvements
- Establishment of the South Fulton Service Center which relocated two county commissioners, police, fire, and all other unincorporated area services to FID

Today, FID is healthy and vibrant. It is now a place where businesses invest rather than flee.

My biggest disappointment thus far involves the establishment of a fire assessment fee in Savannah. A \$14 million budget deficit welcomed me upon arriving in Savannah in October 2016. As I tackled the deficit with my new team members, I realized the City had a structural imbalance that needed a long-term solution. Although revenue growth was respectable, it lagged projected expenditures well into the future. Working with the city council, we agreed to a stopgap approach for Fiscal Year 2017 with the understanding that we would bring back long-term options the following year. Fiscal Year 2018 presented a \$12 million imbalance and to address it, I proposed a fire service assessment using an approach and the same consulting firm as Cape Coral. After spending considerable time and effort creating such a fee, the city council adopted the budget with this fee. The fee provided financial stability, allowed us to lower the millage rate, and provided resources to address capital needs and service priorities. The fee was controversial and faced stiff public resistance. Continued opposition to the fee caused the city council to reverse its decision midway through the fiscal year, requiring us to identify more than \$16 million in new revenue and expenditure reductions. Rescinding a budget halfway through the fiscal year was disruptive to operations. In retrospect, I did not anticipate such stiff opposition since we held more than 60 community meetings and thought we had obtained community buy-in to the extent we could. Newspaper editorials supported our approach. In the end, the fire assessment was reversed, the equivalent of two engine companies eliminated from the fire department’s budget, and the millage rate increased. The painful lesson I learned throughout all of this is that local government must do a better job educating the public on how well it is performing and safeguarding the public’s resources. It was a painful lesson – it still hurts to sit to this day.

Employee terminations are always an unfortunate aspect of what we do as leaders. Unfortunately, I have had to dismiss employees throughout my career for poor performance or poor leadership. While it is never an encounter that brings pleasure or satisfaction, these separations were not a surprise to the affected individual. In every instance the individual was counseled and made aware of performance deficiencies beforehand, corrective actions identified, and the consequences of not meeting the performance standards explained. I hope that in every instance, I treated the employee with respect and dignity. I allowed them to “write their final chapter” with the organization and

allowed them to leave at the top of their game with a celebration of their accomplishments to the organization.

The issues and challenges facing Cape Coral's next city manager are:

- Leading in the Post COVID-19 Era.
- Ensuring continued Smart Growth.
- Continuing to expand and upgrade critical infrastructure.

Sadly, Cape Coral's next city manager will have to lead the organization through the aftermath of Covid-19's devastation. Although the City has a diversified revenue base not overly dependent on one specific funding source, it can expect revenues of all types to be impacted. While the financial realities of the pandemic will become clearer in the months to come, Cape Coral's next city manager will need to assess the financial impacts and determine how to continue basic municipal services, allow for certain aspects of the local economy to resume and balance the workforce and service demands with the new fiscal realities.

Second, Cape Coral's next city manager will need to continue to position the city for growth once the post-COVID 19 recovery begins to take shape. The City will need to continue progressive land use policies and zoning incentives to attract orderly and smart development to greenfields and redevelopment. Promoting growth in the tax base and employment for the city's residents must be a top priority. Fortunately, Cape Coral is well-positioned to attract further economic investment once the nation and the state adjust to the realities of the post-pandemic world.

Finally, investments in infrastructure must continue to drive the next city manager's agenda. During difficult times, many municipalities defer or eliminate investments in critical infrastructure improvements. This is a grave mistake and the next city manager must avoid the urge to gut capital investment plans. Since capital investments are long-term in nature, it is important that Cape Coral's next city manager appreciates the need to ensure adequate investments are made in all facets of municipal infrastructure including roadways, water utilities, facilities, and information systems. For Cape Coral, this includes expanding infrastructure utilities to areas currently not served plus parks and open space to accommodate neighborhood growth. The benefits of such continued investment will pay off in the longer-term. It is important to take a long-term view rather than an immediate one, however painful it may be.

If selected for the position, during my first six months I will:

- Listen, listen, and listen to understand issues, challenges, and desires of all stakeholders: elected officials, neighborhood groups, organized labor, business community, education representatives, the local media, and others;
- Forge a close relationship with the City Council and Mayor;
- Review goals and objectives for the organization with the Mayor and City Council;
- Reach out to department directors and learn about their challenges, priorities, and programs;

Rob Hernandez

- Meet as many employees as possible by conducting several “town hall” sessions;
- Establish trust and credibility with all stakeholders; and.
- Become familiar with the community and its culture.

As for media relations, I appreciate the work the media does. The media can be a great asset if managed properly and cultivated. Being open and honest with them is important. Integrity is an essential part of the relationship with the media. In Savannah, I practiced an open-door policy with the media and reserved a better part of Tuesdays to meet with them. I am not aware of anything in my background that could be considered embarrassing to a potential client.

Social media is an effective tool in keeping the public informed and is changing how government communicates with its various constituencies. I have used social media, primarily twitter, to keep interested individuals informed with short briefs on an issue. This helped us shape our story and put us in leading the community conversation rather than delegating that role to media. I have used social media to help sustain interest on an issue and to keep the public informed on upcoming discussions or significant events. During workshops or regular meetings of my elected body, we would “tweet” aspects of the discussion. In Fort Lauderdale, we rely on ZenCity to help us mine social media on a regular basis to help us gauge public sentiment on a variety of issues.

There is “no dirt” on me. I live a clean, simple life, prefer to tell things as I see it, and sleep well at night. I also treat people with professionalism and respect. I am honestly not aware of anything in my professional or personal lives that could be viewed negatively. However, while serving as the city manager of Savannah, there were a few individuals who were not supportive of my efforts or views. You may find some blogs critical of my opinion on building materials in the city’s landmark historic district, my hesitance in assuming the operating costs of a regional expressway, and of the ill-fated fire assessment. Regardless, I always conducted myself professionally and never brought any negative attention to the elected officials or the organization I worked for.

My personal interests include the outdoors and pursuing home improvement projects.

ADJECTIVES OR PHRASES THAT DESCRIBE ME:

Driven, Professional, Focused, Disciplined, Organized, Thorough

REASONS FOR CONSIDERING LEAVING CURRENT POSITION:

I am considering opportunities beyond Fort Lauderdale because I believe that I can have a greater impact on an organization and a community by serving in the top leadership role.

CURRENT SALARY

+/- \$217,000 plus \$4,680 auto allowance and \$1,310 cell phone allowance.

CB&A Background Checks

**Background Check Summary for
ROBERTO HERNANDEZ**

Criminal Records Checks:

Nationwide Criminal Records Search	No Records Found
County	
Broward County, FL	No Records Found
Chatham County, GA	No Records Found
Fulton County, GA	No Records Found
State	
Florida	No Records Found
Georgia	No Records Found

Civil Records Checks:

County	
Broward County, FL	No Records Found
Chatham County, GA	No Records Found
Fulton County, GA	No Records Found
Federal	
Florida	No Records Found
Georgia	No Records Found

Motor Vehicle

Florida	No Records Found
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Credit Very Good

Bankruptcy No Records Found

Education Confirmed

Employment Confirmed

Under the Fair Credit Reporting Act, 15 U.S.C. 1681-1681Y, credit and bankruptcy information are very sensitive and should not be used in the consideration of hiring. The information is included for each candidate because we do not want you to be surprised if third parties raise what they consider to be a concern.

**Background Check Summary for
ROBERTO HERNANDEZ
Personal Disclosure**

Personal Disclosure Questionnaire

Name of Applicant: ROB HERNANDEZ

The following questions are designed so that we will be able to make full disclosure to our client concerning your background. Please answer them honestly. Cutting corners or misrepresenting your past will result in you being eliminated from all further searches conducted by this firm. We understand that frivolous charges are sometimes made and that charges do not mean you were guilty. We also understand that you may have been wronged and needed to seek compensation. The bottom line is that we want to be certain that our client is fully informed. If you have any questions, please contact us for clarification.

Please explain any yes answers on a separate sheet of paper.

1. Have you ever been charged or convicted of a felony?
Yes ☐ No ☒
2. Have you ever been accused of or have been involved in a domestic violence or abuse incident?
Yes ☐ No ☒
3. Have you ever declared bankruptcy or been an owner in a business that did so?
Yes ☐ No ☒
4. Have you ever been the subject of a civil rights violation complaint that was investigated or resulted in a lawsuit?
Yes ☐ No ☒
5. Have you ever been the subject of a sexual harassment complaint that was investigated or resulted in a lawsuit?
Yes ☐ No ☒
6. Have you ever been charged with driving while intoxicated?
Yes ☐ No ☒
7. Have you ever sued a current or former employer?
Yes ☐ No ☒
8. Do you have a personal My Space, Face Book or other type of Web Page?
Yes ☐ No ☒
9. Do you have a personal Twitter Account?
Yes ☐ No ☒
10. Is there anything else in your background that, if made public, would cause you, our client or our firm embarrassment if it came to light through the press or any other mechanism?
Yes ☐ No ☒
11. Please provide a list of any lawsuits in which you are or have been a party either as plaintiff or defendant.
NONE

Attested to: _____


Signature of Applicant

Please email this form via PDF DOCUMENT to Lynelle@cb-asso.com or via fax to
(888) 539-6531 no later than 5:00 PM PST 04/13/2020.

(Note: Please be sure to sign the form with your actual signature if you are sending Fax or PDF Document)

Property of Colin Baenziger & Associates

CB&A Reference Notes

Reference Notes

Roberto “Rob” Hernandez

Elizabeth Taschereau – Director of Developmental Services, City of Margate, FL
954-884-3686 954-218-9798

Ms. Taschereau has known Mr. Hernandez since 2011 when he was hired as the Deputy City Manager for Coral Springs. She was the Community Redevelopment Agency Coordinator and reported to him. She later followed him from Coral Springs to the Savannah when he became the City Manager. She had enjoyed working for him and had wanted to continue learning from him so much that she willingly commuted between her home in Florida to her job in Georgia. After he left Savannah to go to Fort Lauderdale, she also left.

Mr. Hernandez was a successful and professional leader. He had strong project and time management skills. Ms. Taschereau especially admired how well he kept track of numerous project deadlines on his calendar, which she had access to when working under him. He worked well with team and delegated excellently. The only possible weakness he had was his high expectations. He strove to accomplish much, and he expected his staff to perform similarly. Such expectations may have been overwhelming for some who were unsure of their abilities to accomplish their tasks. However, staff members were able to look back and be amazed by how much and how well they accomplished those tasks. Though his high expectations were a challenge for some, many Cities turned around for the better because of his drive.

Mr. Hernandez worked on numerous high profile projects, such as building a new city hall. The old city hall was built in 1905. It was very much out of date and far too small for a city of Savannah's size. That said, building a new city hall spurred a great deal of controversy over architecture and location. Recognizing it as a critical need, Mr. Hernandez took charge of the project and eventually achieved community acceptance of the building's location downtown and of the architecture. It all came about in approximately a year and a half and the new city hall celebrated its grand opening in 2018. Another significant project he worked on as upgrading the City's arena while working with a management company. He was able to renovate the facility while negotiating a contract that was eventually approved by the County Commissioner. It was a huge accomplishment.

Mr. Hernandez was very inclusive of employees in projects, meetings, emails, status reports, memos, and other forms of communication. He communicated in a way they easily understood, and he expected his staff to communicate with him. Such an inclusive mindset was different for staff from the Cities of Coral Springs and Savannah, where the culture was less inclusive. He managed several internal and external projects that involved multiple people across different divisions. Many commented how they had not enjoyed such high communication levels before Mr. Hernandez came. Previously, little communication occurred between divisions. As such, decisions were delayed and less efficient. When he effectively included different groups to integrate on multi-division projects. He helped projects move forward.

Mr. Hernandez also generally made good decisions. He had high integrity. He made the best recommendations and decisions possible for the community as a whole. He did consider the input of groups with special interests, but he strove to make the best possible decision. He also made good decisions with staff members. For example, he reorganized the Savannah City staff, which

Reference Notes

Roberto “Rob” Hernandez

composed of approximately 2,400 employees. This momentous change created openings, which he filled with sharp and high performing individuals. The new employees immediately began planning and establishing standard procedures. The City began to change, and consequently, so did the community. Furthermore, Mr. Hernandez greatly believed in committees. He formed several committees with the Human Resource Department and with staff, sometimes even bringing in external panel members if necessary. He wanted people in high-level positions to make decisions together.

As a great public speaker, Mr. Hernandez worked well with the public. He always remained composed and professional. He had excellent presentation skills. People were generally perceptive to his ideas when he spoke, and he communicated well when invited to speak for different organizations. Even if some people at those meetings were exceedingly unprofessional toward him, he managed himself well. He performed well despite those difficulties. In addition, Mr. Hernandez worked well with individuals. He educated others, providing recommendations on what the Mayor and others needed to vote on. Because of these interpersonal abilities, Mayor and Councilmembers voted on multiple successful projects. Moreover, Mr. Hernandez had good financial skills. He used a hands-on approach with the city budget and worked closely with chief financial officers and the Budget Director. He wanted to ensure he understood the budget accurately.

Though a change agent, Mr. Hernandez did not seek change for the sake of change. He carefully evaluated a City’s situation, whether involving technology, processes, or even City culture. He observed how others managed tasks before he made necessary changes to keep the City moving forward. Ms. Taschereau has done her best to incorporate this valuable lesson into her own leadership skills. Also, Mr. Hernandez an effective problem solver. He solved numerous issues that had existed for long periods of time. Some problems required many changes and more money, which made certain solutions difficult to implement. He attempted to solve these, and then he put plans into place to initiate these necessary changes once enough resources were available. Other problems were out of his realm of influence. As such, Mr. Hernandez made good recommendations, even if people did not follow his advice.

Ms. Taschereau is unaware of anything in Mr. Hernandez’ personal or professional background that will concern a future employer. She would definitely hire him if possible. As someone who has worked for him, she knows how good he is at overcoming challenges and managing a city. Mr. Hernandez is passionate about municipal work. He wants his employers to be high-performing organizations. He has been and will continue to be a very good Manager.

Words or phrases used to describe Roberto Hernandez:

- Successful,
- Professional,
- Collaborative,
- Inclusive,
- High integrity,
- Good speaker, and
- Influential.

Reference Notes

Roberto “Rob” Hernandez

Strengths: Project management, leadership and staff management, presentation abilities, financial understanding.

Weaknesses: His high expectations can be daunting at time, but his expectations drive people to accomplish goals they previously thought they were incapable of achieving.

**Skye Patrick – former Director of Libraries, Broward County, FL 562-940-8400
562-659-1155**

Ms. Patrick has known Mr. Hernandez since 2014. She really enjoyed working with him and learned much from him.

Public Administration was Mr. Hernandez’s strong suit. He was thoughtful and he understood County policy and procedures very well, which meant he navigated in a way that was very helpful to his department. He did not know much about the library system when he was hired, but he studied and learned about how they operate and developed a good understanding.

The Directors hired by Mr. Hernandez were very good selections. He sat on the panel that hired the Finance and Business Administrator, and helped with the searches for the Aviation Director and Human Services. When making decisions in general he was very thoughtful and took the time to gather information.

In general, Mr. Hernandez maintained the organization at a high level and had learned from his department heads to be innovative and creative. They had a monthly meeting where Mr. Hernandez provided information on organizational changes. Ms. Patrick headed a very large organization with many issues. He was always available and responsive.

Some community members were very aggressive. Mr. Hernandez took the time to attend both scheduled and off the cuff meetings with individuals who had concerns about an issue. His openness and willingness to address an issue immediately, without any delay, was impressive.

In his capacity Mr. Hernandez really tried to lead the organization, and was creative and thoughtful in meeting goals. He worked very well with the Board, which consisted of nine voices with sometimes conflicting concerns. He protected the department heads when necessary and did a great job balancing the administration and the politics, which is no small feat.

Several major personnel issues involving union members were escalated to upper management. Mr. Hernandez was not required to attend the meetings but he came to help negotiations. The union had between 500 and 600 members. He helped navigate the very rocky road between the union relationship and County protocol. He showed great initiative in addressing problems that existing prior to his arrival. He helped resolve long-standing issues in only 2 to 3 meetings.

Mr. Hernandez was given directives to create a business plan for the new Panther Stadium. The process took several months and he worked with several departments to create the business model. He also worked on a new transportation plan that was very complex. The process has spanned for several years and involves 15 of the 31 cities in Broward County.

Reference Notes

Roberto “Rob” Hernandez

They were short 800k in a capital budget of \$5 million dollars. Mr. Hernandez worked with the staff to review the overall budget and prioritize projects. Several of the big-ticket items related to technology were prioritized, and he found a way to upgrade their enterprise software.

They only knew each other for a few years, but Ms. Patrick does not know anything controversial that involves Mr. Hernandez.

Broward County has a \$6.5 million dollar budget with 31 cities plus some incorporated areas. Ms. Patrick would hire Mr. Hernandez and feels he is well suited to run a community the size of Broward County or slightly larger. Every department head he worked with has a positive opinion of his management and leadership qualities. Employees are comfortable working with him and felt very supported by him. He ensured that Ms. Patrick had the financial resources she needed. She confidently recommends him for a Manager position.

Words or phrases used to describe Roberto Hernandez:

- Extremely thoughtful,
- Very intelligent,
- Incredible business mind,
- Perfectly capable administrator,
- Incredible leadership qualities, and
- Shows initiative and foresight to present quantifiable outcomes.

Strengths: Thoughtful; understands policy and procedures; public administration; learns what he needs to know.

Weaknesses: He could have a greater understanding of the different lines of work that each department head was responsible for.

Van Johnson – Mayor, City of Savannah, GA 912-651-5988 912-651-6444

Mr. Johnson worked with Mr. Hernandez between 2016 and 2019 when Mr. Hernandez became the Savannah City Manager. Mr. Johnson and Mr. Hernandez had a good relationship.

Mr. Hernandez performed decently as City Manager. He was smart, strong-willed, and a hard worker. He was a workhorse who innovatively tried to find solutions to problems. He was always quite professional, cordial, and direct. At times, his passion and directness may have caused people to think Mr. Hernandez was emotional or overly direct. However, these traits were a function of his military background.

Mr. Hernandez had good communication skills. He kept Mr. Johnson informed via email, phone, and personal communication when appropriate. Mr. Hernandez generally made good decisions and usually made good decisions when hiring personnel. He was customer service oriented. He accomplished tasks in a timely manner.

Additionally, Mr. Hernandez tried to make the City to a high-performing organization. He recognized several structural financial issues within the City and put the City on track. He was

Reference Notes

Roberto “Rob” Hernandez

both a leader who rallied employees around the organization’s vision and a manager who oversaw processes behind a desk. He worked hard to effectively solve problems to the best of his abilities. For example, he brought about a strategic plan for the City, which had not existed prior to Mr. Hernandez’s arrival. He led the Council and the organization to determine a goals and priorities. The Savannah Forward strategic plan is still currently used.

One of the largest criticisms against Mr. Hernandez was that he was less social than the public expected their Manager to be. Certainly, he was kind and polite. He had experience working with the public and sometimes was out in the public attending community meetings to represent the organization. However, he often worked more than he socialized.

At times, Mr. Hernandez experienced some difficulties wading through the City’s Council-Manager form of government. These hardships were not entirely his fault because some councilmembers violated these lines at times. Usually, Mr. Hernandez persevered. Eventually, these challenges became too much for him to bear. For example, he proposed instituting a City fire fee similar to what Florida cities used to address the City’s structural deficits. The Council accepted the idea. However, when the public became upset with the fee, the Council blamed him for the failure. Furthermore, the previous Mayor needed a scapegoat for some of his poor decisions and blamed Mr. Hernandez – even though the City Manager only carried out decisions made by the City Council.

Mr. Johnson is unaware of anything in Mr. Hernandez’s background that will concern a future employer. If given the opportunity to rehire Mr. Hernandez, Mr. Johnson would consider him as a candidate. Given the difficult circumstances in Savannah, Mr. Hernandez was a great Manager.

Words or phrases used to describe Rob Hernandez:

- Smart,
- Strong-willed,
- Hard worker,
- Good work ethic,
- Innovative, and
- Professional.

Strengths: Work ethic, innovative solution finding.

Weaknesses: Mr. Hernandez’s passion and directness may have been misconstrued as being emotional or overly direct.

Claudette Bruck – former Commissioner, City of Coral Springs, FL 954-562-2526

Ms. Bruck has known Mr. Hernandez since 2011. He was their Deputy City Manager for all too short of a time. They were sad to see him leave and would love to have him back.

Mr. Hernandez was extremely bright, very diligent and focused. When he first came to the city he first stood back and analyzed the organization. When it was his turn to speak, he impressed

Reference Notes

Roberto “Rob” Hernandez

everyone. His presentations are flawless but factual. Everything he said was entirely trustworthy; he presented information he could stand behind.

Their interactions were all professional. Mr. Hernandez was very respectful. He listened and was prompt in responding to inquiries. His decisions when hiring personnel were very good. He was innovative and operated at a high performance level. He listened, assessed a situation, and then came forward with an excellent recommendation. He was very experienced and innovative.

Mr. Hernandez frequently gave presentations at workshops, commission meetings and community meetings and always did an excellent job. He had good rapport with the audience and a demeanor that invited trust.

Mr. Hernandez kept the Commissioners informed as appropriate. The Manager’s office operated independently of the Commission. Rather than reporting in on a daily basis, they did so at special meetings or as needed. Mr. Hernandez did not have the opportunity to work one-on-one with residents, but he did present information about projects to the community. He was always prepared and answered questions on the spot.

The Commission received much information from varying sources, and the information was not always accurate. They felt very fortunate to have Mr. Hernandez on staff and trusted his accuracy. He led the organization well because he earned the trust of employees.

Mr. Hernandez played a significant role in pension discussions. He responded to questions at community and commission meetings. He followed through and was customer service oriented. He always did what said to do. He was not directly involved in the finance department or the creation of the budget, but he had a good understanding of the numbers.

Ms. Bruck is unaware of any controversy involving Mr. Hernandez. She would hire him and feels he would be a great Manager. He was knowledgeable, experienced, task oriented, focused, and could always be trusted. His departure was a tremendous loss to Coral Springs.

Words or phrases used to describe Roberto Hernandez:

- Trustworthy,
- Bright,
- Quick study,
- Serious about his position,
- Honorable, and
- Innovative.

Strengths: Very thorough; brought an idea forward only after it had been thorough researched; good at identifying problems and determining solutions.

Weaknesses: None identified.

Reference Notes

Roberto “Rob” Hernandez

Brooks Stillwell – former City Attorney, City of Savannah, GA 912-484-1690

Mr. Stillwell worked with Mr. Hernandez between 2016 and 2019. During this time, Mr. Stillwell was the Savannah City Attorney and Mr. Hernandez was the City Manager. They worked closely together daily and reported to the City Council.

Mr. Hernandez was a great City Manager operationally. He worked hard and had good fiscal planning abilities. He had several good ideas for the City and was a good strategic planner. He possessed a long-term vision of what he wanted to accomplish and strove to quickly achieve those goals. He was driven and dedicated.

Mr. Hernandez managed day-to-day operations exceptionally well. He worked well with staff members and those close to him in the office. He met with Mr. Stillwell during weekly meetings with City leaders and kept the City Attorney well informed.

As a change agent, Mr. Hernandez came in and proposed several changes to help the City run better. He initiated several positive transformations, such as with implementing the City’s strategic plan. However, Mr. Hernandez implemented other changes too quickly for the historical City to handle. For example, he tried to completely change the City’s property exchange, planning, and financing. Each area’s change was tough individually, but all these at once were especially difficult to maintain.

Savannah is a very unusual city. Its roots go back almost 300 years and Mr. Hernandez did not fully appreciate how the City’s unique historical culture differed from the culture found in his previous positions in Florida. In past jobs, he rarely handled city politics as the person second in charge. In Savannah, he had to involve himself more than he had previously done. The City traditionally expected the City Manager to be its Chief Executive Officer and to be heavily involved with the entire community outside of city government organization. As such, Mr. Hernandez had to work with county officials, chamber commerce, state legislature, and community leaders. Though Mr. Hernandez worked well with staff, he did not see community politics as part of his job, which was a large issue for the City. He frankly did not anticipate the public blowback from some of the programs he recommended the City Council implement. As such, he faced many challenges.

Even though many of his ideas were conceptually good, Mr. Hernandez was unable to bring the public to side with his solutions. For example, he tried implementing a fire fee to unburden property owners’ taxes. He saw the fee as a method of fixing the City’s fiscal problem. Though he initially had the Council’s support, Mr. Hernandez eventually faced huge public backlash. Then some council members tried to politicize the plans which led to the fee being poorly implemented. Mr. Hernandez also tried to implement a union contract with the fire union, which ended up facing public blowback as well. He had little Council support because such a plan did not translate well to Georgia.

Eventually, Mr. Hernandez left the City to return to Florida. Both his wife and he were unhappy with how rough this period was for them. He gave several months’ notice before his resignation.

Reference Notes

Roberto “Rob” Hernandez

Despite these issues, Mr. Hernandez was a great City Manager. He spoke well with public groups. He was an excellent fiscal manager. He generally made good decisions and hired personnel quite conscientiously. He was particularly customer service oriented. He was a leader who had a vision of how to accomplish goals and who tried to mold the City’s organizations to this vision. He accomplished tasks in a timely manner. He set goals and timeframes to move forward. He solved several problems effectively. He successfully implemented the complete reorganization of the City’s organizational department. He worked hard through stress to overcome issues. He also was outstanding with crisis management, such as when the City dealt with two hurricanes.

Any future employer will need to discuss what they expect Mr. Hernandez to do and what he expects to do with public and community leadership. These clear explanations are critical. Mr. Hernandez will perform well under a strong County Manager or strong Mayor who assumes all roles of working with the public. Mr. Hernandez understands how this type of government is organized and will do well in this system. Mr. Hernandez was an excellent City Manager on a whole, just not for the City of Savannah.

Mr. Stillwell is unaware of anything in Mr. Hernandez’s personal background that will concern a future employer. Though Mr. Stillwell would not rehire Mr. Hernandez for the City of Savannah, Mr. Stillwell would definitely hire Mr. Hernandez for most any other municipality. A future employer will not find a more dedicated, hardworking person who can implement ideas well. Mr. Hernandez has been and will continue to make a good Manager.

Words or phrases used to describe Rob Hernandez:

- Tremendously hardworking,
- Good strategic planner,
- Aggressive in a good way,
- Dedicated, and
- Visionary.

Strengths: Long-term planning, fiscal planning, management skills.

Weaknesses: Interacting with public and political leaders was hard for Mr. Hernandez, who was used to a more strictly managerial position.

Zachary Williams – former Fulton County Manager, GA 404-990-6545 404-371-2881

Mr. Williams has known Mr. Hernandez since 1994. They worked closely from 2008 to 2011 when Mr. Hernandez was the Deputy County Manager. He did an excellent job. His work performance, personality, and interactions were outstanding. He was handpicked from South Florida to come and work for Mr. Williams.

Mr. Hernandez had an excellent work relationship with his elected officials. They trusted that what he said to had been well researched. He earned their respect and represented Mr. Williams very well.

Reference Notes

Roberto “Rob” Hernandez

Once he had been given a problem to solve, Mr. Hernandez was tenacious. He marshaled resources and focused them through team building to get the job done. He did not shy away from challenges. He was patient when it was warranted; however, it did not come naturally to him.

Mr. Hernandez preferred face-to-face interactions whenever possible. If meeting a person directly was not an option, then he used the phone. He was an excellent writer and could be successful using email; however, he had developed respect from his subordinates by meeting with them personally, listening to their issues, and explaining his thoughts.

Depending on the nature of the decision that needed to be made, Mr. Hernandez responded quickly. Circumstances that required gathering facts may have taken him longer. He was not indecisive but rather took the appropriate amount of time to gather the information and opinions he needed to make good decisions.

Mr. Hernandez hired good employees. In some instances where a hire did not work out, he did all he could to work with them. He went through exhausted hiring practices involving many stakeholders. He was analytical and used that to his advantage in the hiring process.

Mr. Hernandez was innovative but did not try to change things just for the sake of change. He was mature enough to leave a process alone when it worked well. He had improved existing processes in Fulton County.

Mr. Williams was proud of the redevelopment that was carried out on Fulton Industrial Boulevard. Under Mr. Hernandez’s leadership, an area known for drugs, prostitution, and crime had reversed its negative direction to become an area where businesses wanted to locate. Mr. Hernandez created momentum in this large container warehousing district. He acquired State funding and formed a commercial improvement district.

There were very few tasks in public service Mr. Hernandez could not do well. He is ready to take the helm of an organization and become a Manager. Mr. Williams gives him his full and complete endorsement and support. Mr. Hernandez was one of the best public servants Mr. Williams has ever worked with.

Words or phrases used to describe Roberto Hernandez:

- Embodies what public service should be,
- True believer in the mission to make other people’s lives better,
- Tenacious,
- Analytical,
- Hardworking, and
- Professional.

Strengths: Problem solving; tenacity; marshaling resources; and team building.

Weaknesses: He could be patient when it is warranted; however, it did not come naturally to him.

Reference Notes

Roberto “Rob” Hernandez

**Dele Lowman – former Assistant to the County Manager, Fulton County, GA
(404) 612-8331**

Ms. Lowman worked with Mr. Hernandez in the Fulton County Manager’s Office. She had known him since 2003 where they worked together in Broward County. They had a good working relationship. He was very diligent and mission focused.

When Mr. Hernandez first arrived in the Administrative Office in Broward, she was working as a graduate being mentored by the County Administrator. She was told to watch Mr. Hernandez and learn from how he took a task, broke it into small parts, and organized people to get the job done. If there was something he did not know he studied to become more effective.

Mr. Hernandez and Ms. Lowman had philosophical differences yet got along quite well. His military background had shaped his personality and made him the driven person he was. He worked well with elected officials. He spent most of his time with the commissioner over the unincorporated areas. Though their interests were not always the same, they worked well together. He had the respect of the commissioners. Mr. Hernandez valued loyalty. His greatest strengths were diligence and following through. No matter how difficult a situation had become, he did what he needed to for the best interest of the community.

Laser focus was both strength and a weakness for Mr. Hernandez. In his current role as second in command, he did what he was asked without stepping back to see if there was another way. If he was the final decision maker, perhaps that would have been different. Unlike many managers, Mr. Hernandez did not have an aversion to staff meetings. He liked to speak with people face-to-face. He was more than capable of interacting via telephone and email, but he favored the personal approach when dealing with direct reports.

Mr. Hernandez was a great public speaker. He had a teaching background in the military. He interacted well with the public and dealt with residents often in the unincorporated area.

One task Mr. Hernandez was asked to take on was building the first amphitheater on the south side of the county. It was an overwhelming project with an unreasonable timeline and difficult budget. He did an outstanding job and followed it through to opening day.

There are certain people Ms. Lowman has worked with that she would hand pick to be on her team and Mr. Hernandez is one of them. She highly recommends hiring him.

Words or phrases used to describe Roberto Hernandez:

- Focused,
- Reliable,
- Diligent,
- You can trust him to do what he says,
- Professional and,
- Hard working.

Reference Notes

Roberto “Rob” Hernandez

Strengths: Diligence; follow through; loyalty.

Weaknesses: Laser focus, however he might step back if he were the manager.

Bill Durrence – former Alderman, City of Savannah, GA 912-247-8108

Mr. Durrence worked with Mr. Hernandez between 2016 and 2019. At the time, Mr. Durrence was in his first term as Alderman. Mr. Durrence was one of the Savannah City Councilmembers who hired Mr. Hernandez to be City Manager. Mr. Durrence was one of Mr. Hernandez’s directors.

Mr. Hernandez possessed an impressive and thorough understanding of the City. He had extensive knowledge from public works to finance. He was as open as possible with councilmembers. Even though working for nine directors made things complicated, Mr. Hernandez was exceptionally competent and provided numerous innovative ideas. He was good internally and developed good staff relationships. He accomplished tasks in a timely manner. He was highly skilled in running the City.

Mr. Hernandez offered many solutions to the City’s issues. He helped councilmembers understand the reason for the City’s problematic budget stresses. Although the City was a successful destination for tourism, very little of that money went to the City’s coffers. Certainly, some sales tax revenue came to the City, but most went to businesses involved with tourism. Mr. Hernandez clearly identified the City’s financial stress points.

As good as he was with finances, Mr. Hernandez struggled to maintain public posture as Savannah City Manager. First, he underappreciated the historical nature and character of the City that brought much community pride. Because historic landmarks and districts made the City different, many people expected solutions to be likewise unique. Local attitude often discouraged researching how other places solved similar problems. Mr. Hernandez’s approach to look at other cities’ solutions made people feel slighted. As such, he missed an opportunity to engage early and gain the public’s support. Second, he was generally more of a hands-on manager who seemed uncomfortable interacting in social management of a highly networked City. He was more comfortable rolling up his sleeves and working than being a public face for the City. Because he did not engage people to his side, he was less effective than he could have been.

Mr. Hernandez generally made good decisions. He also hired well for many top staff members, including the Fire Chief, Police Chief, and Human Resources Director. He often reached out to other senior staff when looking for personnel, and this collaborative approach was helpful. Some personnel he inherited were not highly qualified for their positions. At one point, Mr. Hernandez successfully moved senior personnel to fill vacancies. Prior to this major shuffle, staff members were scattered all over the City, causing much unnecessary work. He consolidated staff, thus making processes more efficient. Occasionally, Mr. Hernandez needed to be more disciplinary, but he eventually let a number of problematic people go. For example, he fired the Director of the Department of Revenue because she was simply unable to fix a particular issue, even after being given adequate time and resources.

Reference Notes

Roberto “Rob” Hernandez

Mr. Durrence is unaware of anything in Mr. Hernandez’s background or conduct that will concern a future employer. If given the opportunity, Mr. Durrence would rehire Mr. Hernandez. Being new to a large leadership position as Alderman, Mr. Durrence understands the learning curve Mr. Hernandez faced while being City Manager for the first time. Mr. Hernandez was a bright individual who experienced valuable lessons. He was a good Manager.

Words or phrases used to describe Rob Hernandez:

- Knowledgeable,
- Competent,
- Introvert,
- First rate manager,
- Innovative, and
- Open.

Strengths: Financial skills, extensive understanding of how to run a city, executive functioning.

Weaknesses: He did not fully appreciate the City of Savannah’s uniqueness and had a hard time connecting with the City’s people.

William “Bill” Hubbard – Chief Executive Officer, Savannah Area Chamber of Commerce, GA 912-657-9207

Mr. Hubbard and Mr. Hernandez interacted when Mr. Hernandez was the Savannah City Manager between 2016 and 2019. They have since messaged each other occasionally.

When Mr. Hernandez worked in the City, he communicated fairly regularly with Mr. Hubbard. Mr. Hernandez called and sent emails. He sometimes dropped by Mr. Hubbard’s office, and they typically saw each other weekly during city events.

Mr. Hernandez was a decent City Manager. Mr. Hernandez was a good, smart man. He was quite professional and thoughtful. He had good financial grounding. He built good staff around him and organized them well. He generally made good decisions. He also did a great job with reorganizing the city staff. At times, though, Mr. Hernandez made some poor staffing decisions. For example, he left an engineer in a developmental position a bit longer than others might have preferred. Additionally, he let go an assistant city manager by leaving a note on her chair. Although several elected officials asked him to let her go, this approach was unprofessional.

Mr. Hernandez faced difficulties integrating himself in the community. As a first time city manager, Mr. Hernandez was not accustomed to being one of the City’s key leaders. He wanted to ensure others did not accuse him of playing favorites. As such, he interacted with the philanthropic, nonprofit, church, and business communities on a purely business level. He experienced difficulty developing tough enough skin to deal with criticism. This weakness held him back and

Reference Notes

Roberto “Rob” Hernandez

undermined his ability to be effective. Despite his strengths as City Manager, his inability to fully participate in the community affected the public’s confidence in him. He needed to get to know these smaller communities better.

Mr. Hernandez was a good manager who oversaw processes behind a desk. He had great management skills and good knowledge of running a city. He thoroughly researched various solutions and made decisions effectively. For example, he led a team in providing a strategic plan in a fairly short time period. He worked with elected officials to agree to this plan.

Unfortunately, Mr. Hernandez had challenges working through the politics to implement the strategic plan. In one instance, Mr. Hernandez proposed a fire fee to help city finances. Around this time, the City had collected approximately \$10 million in revenue. While garnering public support for the fire fee, Mr. Hernandez was also especially transparent with this revenue. Because the public misunderstood how the revenue was not part of the City’s own earnings, people were particularly upset with the fee. Mr. Hernandez had admirable intentions to be transparent, but his timing cost him the fire fee concept.

Despite these challenges, he was always polite and diplomatic with people. Even when church groups angrily protested and wanted him fired, he kept going. He handled stress well for the most part and never showed a temper. Eventually, however, Mr. Hernandez and his wife left the City because they felt alone.

Mr. Hubbard is unaware of anything in Mr. Hernandez’s professional or personal conduct that will concern a future employer. Mr. Hernandez had been purely professional, honest, and transparent. Although Mr. Hubbard would not rehire Mr. Hernandez to be City Manager, Mr. Hubbard would consider Mr. Hernandez for an Assistant Manager position. Mr. Hernandez was strategic and smart. He would excel in the responsibilities expected of a Deputy Manager.

Words or phrases used to describe Rob Hernandez:

- Professional,
- Good guy,
- Quite thoughtful,
- Polite,
- Diplomatic, and
- Capable.

Strengths: Financial skills, building good staff.

Weaknesses: He was politically weak and often distant from constituents.

John Hearn – City Attorney, Coral Springs, FL 954-344-1011

Mr. Hearn has known Mr. Hernandez since 2011. In terms of job performance, Mr. Hernandez was very energetic and a go-getter. He really moved projects along and stayed on top of them. He was a change agent.

Reference Notes

Roberto “Rob” Hernandez

City Hall was in an office that was built by General Electric for selling homes. The City had been trying to build a City Hall since 1993. Mr. Hernandez really energized those involved, and the new City Hall was finally under construction.

Mr. Hernandez was always very involved in the community, and he attended community meetings. He had a very good relationship with the public. He was customer service oriented.

Mr. Hernandez led staff to fulfill the vision of the Board. Employees did not have much appetite for moving forward with the downtown development, which included the new City Hall. He took the bull by the horns and made a very detailed PowerPoint presentation showing all the issues that their current City Hall had. He demonstrated how having a vibrant downtown area would benefit the City and residents. He did a nice job leading the project.

Mr. Hearn was not directly involved with the budget and finances, but in the course of their conversations he came to believe that Mr. Hernandez had good financial skills. Mr. Hernandez completed tasks by the deadline given.

Mr. Hernandez had not been involved in anything personally or professionally controversial. He left Fulton County because his family wanted to return to Florida. When an opportunity opened up on Broward County, he embraced it. He moved forward when doing so made sense.

Mr. Hearn would hire Mr. Hernandez and had a positive experience working with him. Mr. Hernandez would be a good City or County Manager. The five Commissioners and City Manager in Coral Springs loved working with Mr. Hernandez.

Words or phrases used to describe Roberto Hernandez:

- Energetic,
- Outgoing,
- Positive,
- Change agent,
- Engaged, and
- Active.

Strengths: Energetic; very much wanted to make decisions; could shepherd a project from A to Z very well.

Weaknesses: People’s greatest strengths are often their greatest weaknesses. Because he moves projects along so well, Mr. Hearn had to slow him down a little and occasionally reminded Mr. Hernandez of a step that needed to be taken in the process.

Prepared by: Danielle Dayton and Lynelle Klein
Colin Baenziger & Associates

CB&A Internet Research

WLRN News HD1 (FL)
February 21, 2020

Fort Lauderdale Officials Respond to \$1.8 Million State Fine for Sewage Spills

Author: *Alexander Gonzalez & Tom Hudson*

Pipes in Fort Lauderdale keep breaking--it's been an almost daily reality for many people living and working in the city. More than 200 million gallons of sewage have spilled from busted pipes in Fort Lauderdale since December. The state responded to the sewer spills this week. The Florida Department of Environmental Protection fined the city almost two million dollars. That amount is based in part on how much sewage has spilled. On the South Florida Roundup, host Tom Hudson talked about the issue with WLRN's Broward County reporter Caitie Switalski and Fort Lauderdale's deputy city manager **Rob Hernandez**.

Here's an excerpt of their conversation: Tom Hudson: What are the funding options if the city has to pay the state this \$1.8 million fine or any fine for that matter?

Rob Hernandez: Well, if we have to pay the fine, it's either going to have to come out of the Water and Sewer fund or the city's general fund. And again, we believe that \$1.8 million will best serve our local residents and our taxpayers by being reinvested into some of these projects rather than just going in and being deposited into a general fund at the state level. We're not being critical of the state. We understand that they were in the position where they felt that they had to take some sort of action. But we're hopeful that we'll be able to work something out that is slightly different than just the fine.

Caitie Switalski: When it comes to the punitive nature of the fine, \$1.4 million of the \$1.8 million is civil penalties based on how much sewage and how many days the sewage spill went on. I know the city is in the middle of weaning off trying to take money out of those funds [general or Water and Sewer funds] to balance the regular budget. That was a practice leftover from the last city administration. But if the city has to pay part of this fine out of those funds again, have you heard from any residents about that?

Hernandez: No, we haven't heard from any residents. And certainly I don't think it's going to change the practice. The city commission has made it abundantly clear that we were going to transition away from transferring funds from the Water and Sewer fund into the general fund. The city commission that's currently in office directed the city manager to transition us over a four-year period. They have since directed us to accelerate that transition. And that's something, going into next fiscal year, that we're certainly looking at. If there's an opportunity to return those funds at midyear this year, that's something that our city manager is looking at. But I don't think that the fine is going to derail us from making progress. And using your word, "weaning" ourselves off of that budget transfer. We're under clear direction that the funds that are generated by the Water and Sewer fund are going to go back into the necessary improvements that need to be made. And certainly we've been working in that direction for the last couple of years and we will continue to do so.

South Florida Sun Sentinel (FL)
July 23, 2019

Fort Lauderdale: Contractor Who Broke Water Main Wasn't Digging Where it told us

Author: *Larry Barszewski*

Fort Lauderdale never warned a contractor that a critical water line lay buried where workers planned to dig last week, a report shows, but city officials say that's because the contractor supplied the wrong address. The misinformation led to a failure that ultimately dried up the city's water supply and led to days of boil-water orders. Taps ran dry hours after the contractor drilled into the water supply line July 17. Countless businesses were forced to close, and more than 200,000 people were left without water to drink or shower. The contractor, Florida Communication Concepts, used a service called Sunshine 811 to find out whether there were underground utilities it had to watch out for while doing work for Florida Power & Light Co. The statewide utility service is authorized under Florida law and is the state's official resource for companies and individuals planning underground work.

The report shows Fort Lauderdale never told the contractor that the site in the back of 2525 NW 55th Court contained a 42-inch pipe that supplied raw water to the main water treatment plant. Instead, the city indicated that it didn't provide service there, according to the report from Sunshine 811. Deputy City Manager **Rob Hernandez** said the city's water line isn't on that property; it's 75 feet north. The digging was being done to the north and east of the requested location, he said. "It appears that where the contractor was digging is not where they indicated on the 811 ticket," **Hernandez** said. "Our investigation is still ongoing." The owner of Florida Communication Concepts, Tim Hicks, said he couldn't comment, and FPL has declined to answer reporters' questions.

Contractors contact Sunshine 811 to alert agencies about the work they plan to do and to find out whether there are pipes or underground facilities they need to avoid when digging. The service then alerts the utilities, which are supposed to inform the contractor whether they have lines in the area and mark them if they do. Florida Communication Concepts filed a ticket with Sunshine 811 on June 25 to install conduit in July for FPL near Fort Lauderdale Executive Airport, records show. Sunshine 811 notified Fort Lauderdale and nine other entities, based on maps they submitted to Sunshine 811 that indicated it was possible they could have equipment near the work site. Tamarac and Crown Castle Fiber responded that they had no facilities there. Oakland Park, Teco People's Gas of South Florida and CenturyLink said their lines were outside of the work site.

Others said they did have equipment in the area. Fort Lauderdale Executive Airport, Comcast Cable, AT&T and FPL indicated that they marked the locations of their lines for the contractor. Fort Lauderdale responded as well, but it used a code indicating that no city utilities were present at that excavation site. The code it used said "another company provides the services at this location." That code typically is used by utilities that do not have services at that exact location, according to Sunshine 811's online site. **Hernandez** said that's because the city doesn't have any water lines at the property address the contractor listed. He also said Florida Communication

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Roberto Hernandez

(Articles are in reverse chronological order)

Concepts said on its Sunshine 811 form that it would not be doing boring, but that's how the city's pipe was pierced. Fort Lauderdale receives dozens of requests each day from Sunshine 811 for underground line information. Sunshine 811 sent the city 20,501 notices last year and 12,635 so far this year, the service reported. The requests go to the city's distribution and collections chief for its water and wastewater services. A city police report filed at the time the line was punctured said the company had used the line-locating service. However, it cited Florida Communication Concepts for not having a permit for the work, violating city codes. It issued the contractor a "Notice to Appear" citation. City officials said a date has not been set for a hearing. It's not clear whether a permit was needed. **Hernandez** said last week that FPL has a franchise agreement with the city that does not require the utility to get a permit every time it digs.

Post Gazette (PA)
July 19, 2019

Fort Lauderdale gets 'Temporary Relief' While Crews Repair a Water Main Break

Author: *Dakin Andone & Emanuella Grinberg*

Officials in Fort Lauderdale, Florida, said a temporary fix water has running again after a main break left an estimated 220,000 customers without service Thursday. Water is flowing below normal pressure and is expected to return to "near normal" sometime Thursday night, Mayor Dean Trantalis said in an evening news conference. A subcontractor repairing electric lines on Wednesday struck a pipe that supplies water to a treatment plant, cutting off the city's water supply. No major incidents were reported as a result of the outage, the mayor said. A partial patch was placed on the hole, increasing water pressure, Mr. Trantalis said. Those involved in the repairs are "confident" that the patch will provide "temporary relief" while crews work to redirect the water flow through a backup line and replace the broken pipe, he said.

The installation could take through the weekend, Mr. Trantalis said. While repairs are underway, a boil water advisory is in effect until and water distribution sites will stay open until at least Saturday, Mr. Trantalis said. With repairs underway, he said the city's focus will shift to investigating the cause and seeking compensation for not only the city but hotels, restaurants and other businesses impacted by the service outage. "This was not just a minor incident, this impacted many hundreds of thousands of hundreds of people," Mr. Trantalis said. "It was clearly haphazard," he said. "It's clearly something that we're going to seek retribution for."

What the city is doing to fix the pipe

On Wednesday, a subcontractor working near the city's Executive Airport for Florida Power & Light damaged a 42-inch city pipe that supplies water from wellfields to the Fiveash Water Treatment Plant, the mayor said. The service outage impacted the city and surrounding municipalities that receive water through the city, including Lauderdale-by-the-Sea, Oakland Park, Wilton Manors and sections of Davie and Tamarac. An estimated 220,000 customers were impacted, Deputy City Manager **Rob Hernandez**. Crews are now building a concrete bunker around the broken pipe to seal the break and protect the pipe, Mr. Trantalis said. The bunker should be completed by 10 p.m. ET and the Fiveash Water Treatment Plant should be back to full and normal operation, he said. The temporary fix will give crews time to redirect the water flow through a backup line, Mr. Trantalis said. Once the backup line is in place, a replacement pipe for the primary main will be installed, likely over the course of the weekend, the mayor said.

Cause of outage under investigation

Earlier Thursday, Mr. Trantalis said crews responded immediately, but as they were working, the damaged pipe collapsed, forcing the city to turn off the water flow. During Thursday night's news conference, he suggested the subcontractor bore the brunt of the blame for "something they should not have done." The subcontractor has been cited and an enforcement action has been launched, the mayor said, although he was unable to identify the specific citation. When initially asked if there was anything the city could have done better, the mayor responded "no," then

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Roberto Hernandez

(Articles are in reverse chronological order)

added, "Yes -- we could have foreseen this but you can't foresee these types of things." Later in the press conference, the mayor maintained the incident an "accident" caused by "human error," but he also acknowledged that it put a spotlight on the city's redundancy systems.

Deputy City Manager **Rob Hernandez** said "difficulty" with at least one valve that was supposed to redirect water to the redundant system, leaving them unable to isolate the damaged section of pipe. "What [this] pointed out to us is that we need to pay more attention to our infrastructure needs and that we need to go back and make sure that these redundancies systems do work when they're supposed to work." Residents in need of bottled water can find it at the Beach Community Center on 33rd Avenue, Mills Pond Park on Northwest 9th Avenue and Riverland Park on Southwest 27th Avenue.

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Roberto Hernandez
(Articles are in reverse chronological order)

SavannahNow

Posted May 26, 2019 at 8:18 PM Updated May 27, 2019 at 12:29 AM

Savannah's city manager out on medical leave

By DeAnn Komanecky and Eric Curl

Savannah City Manager **Rob Hernandez** is out on medical leave, with Patrick Monahan now serving as acting city manager. **Hernandez** tendered his resignation on April 12 with a last work day date of June 30. Whether **Hernandez's** medical leave will change when he leaves his post is not known. City spokesperson Ken Slats said no other details are currently available. Monahan, a former Chatham County assistant manager, was hired in April as a consultant to work with **Hernandez**, starting in May. Monahan retired from the county in 2013 and has said he would only take the interim position temporarily, but is willing to stay long enough after this fall's election for the new city council to hire the long-term manager next year. He will be paid \$20,000 a month for up to 12 months, under the agreement.

Hernandez's resignation came after news broke of his pending departure for a job as deputy city manager of Fort Lauderdale, Florida. **Hernandez** declined interview requests regarding his resignation, but said in a subsequent press release that he and his wife decided to go back to south Florida to help their siblings care for their elderly mothers. He indicated there was more to the decision than just family reasons, however, in correspondence obtained by the Savannah Morning News. **Hernandez** said he intended to stay away from city manager positions for a while after being asked about his plans by Lake Wales, Florida, City Manager Kenneth Fields. "The last three years here have been tough as a (city manager)," **Hernandez** said. He responded in a similar manner to an April 12 email from Chatham County Engineer Leon Davenport. "Tough town," **Hernandez** said. "Going back to Fort Lauderdale."

The city council hired **Hernandez** as city manager Sept. 1, 2016, with a \$238,000 salary and \$600 monthly vehicle allowance, as well as a \$7,000 annual 457 retirement plan. After his arrival, **Hernandez** led the city through a major restructuring and successful development of a strategic plan. The city has also experienced two years of budget surpluses after **Hernandez** had implemented a hiring freeze and budget cuts. His impact was praised by some of his executive team following word of his departure.

City Management Coordinator Joe Shearouse Jr. wrote in response to his resignation notice that he thought a lot about the accomplishments **Hernandez** had made in Savannah. "Your impact on people is extensive and much more influential than a project or initiative," Shearouse said. "Your openness and eagerness to provide us opportunities to grow and learn is lasting and far reaching." Special Projects Coordinator Daphne Williams said in an email that it may be a long time before they get someone else comparable. "Our team was on fire," Williams said.

Hernandez also experienced his share of criticism, which began shortly after his arrival when he proposed cuts, which were ultimately restored, to arts organizations and social programs. And he was widely panned by residents following the implementation of a fee for fire service.

Hernandez had touted as a way to get all property owners — including those that are tax-exempt

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(Articles are in reverse chronological order)

— to contribute to the rising costs of providing fire protection. Public indignation only grew when **Hernandez** presented the council with a spending plan for a budget surplus from 2017 of more than \$10 million about five months after the fee was adopted. The fee was ultimately repealed, but **Hernandez** later attributed some subsequent job searches to the widespread opposition he encountered following its implementation.

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Roberto Hernandez
(Articles are in reverse chronological order)

Savannah Morning News (GA)
April 29, 2019

Savannah Could Get More Affordable Housing Under These Proposed City Programs

Author: *Eric Curl*

About 44 percent of Savannah families cannot afford quality housing, according to city officials. In other words, almost 24,000 local households are cost burdened because they spend 30 percent or more of their income on housing, said Housing and Neighborhood Services Director Martin Fretty. To address the issue, the city is considering some new affordable housing initiatives that were presented to the Savannah City Council during a workshop Thursday. The initiatives include a \$20 million investment to acquire, redevelop and sell 1,000 blighted properties over a 10-year period. The investment would provide more affordable housing, while also reducing the number of abandoned properties that cost the city an average about \$1,300 a year each in lost tax revenue and expenses related to police, fire and code enforcement services, Fretty said. The city is hoping to get \$10 million for the acquisition program included on the Special Purpose Local Option Sales Tax referendum going before voters this fall. The eventual sale of the properties would go back into a revolving fund and help drive down costs for future investments, Fretty said. "After a couple of years you ought to be able to recover, we think, 80 percent of what we invested in the properties to acquire them," he said. The city is expected to meet with Chatham County officials next month to discuss the SPLOST project list and determine Savannah's distribution share of the sales-tax revenue. Savannah affordable housing presentation by savannahnow.com on Scribd. Inclusionary zoning. The city is also contemplating the implementation of an inclusionary zoning policy, similar to one established in Atlanta last year. The policy would require developers of apartment projects to include a certain percentage of affordable units or pay a one-time fee into a city housing fund. In turn, the developer could select from a list of incentives that could allow for more units, reduced parking requirements and a streamlined permitting process. In Atlanta the program applies to areas where the city is experiencing the pressures of redevelopment, said Bridget Lidy, Savannah's director of planning and urban design. In Savannah, the Canal District, where the new arena is being built west of downtown, provides an opportunity for the program's launch, Lidy said. "It's ripe for this," she said. The proposal received general support from the council, although it is still early in the process. Lidy was encouraged to set up a meeting with Atlanta officials, who she said have expressed interest in helping Savannah establish their own initiative.

And City Manager **Rob Hernandez** said he thought the city would likely need to hire an outside consultant before they could develop an inclusionary zoning policy. "I think we need to bring in the resources from other communities that have gone through that process," **Hernandez** said. "We haven't and there is a lot of stakeholder involvement and a lot of legalities involved." In the meantime, the city has developed some proposed standards to reduce development costs and increase the amount of affordable housing, including the reduction of the minimum lot size and parking requirements in traditional neighborhoods. In addition, the city's proposed new zoning ordinance, NewZo, provides more flexibility for constructing accessory dwelling units, with no more than one bedroom, in some areas. City officials are planning for the new ordinance to be adopted in July after public hearings are held in June.

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Roberto Hernandez
(Articles are in reverse chronological order)

Savannah Morning News (GA)
April 13, 2019

Hernandez Formally Resigns Post

Author: *Savannah Morning News*

Savannah City Manager **Rob Hernandez** formally submitted his resignation letter Friday morning. "Such letters are never easy to write and I hope it conveys my appreciation to all of you and our great staff, especially those that sit around the table with me each Monday," **Hernandez** wrote in an email to the city council and city staff. "I know that I've made some mistakes along the way as I am far from perfect. Please know that I have always attempted to do what is in the best interest of the city in the long term, and endeavored to create a culture of fairness, professionalism, integrity, inclusion, diversity, opportunity and ingenuity. I'm fortunate to have been surrounded by a team of good people. I'm grateful to have known you. Together, we've gotten a lot done since October 11, 2016. I hope that I have served all of you well," he wrote. "Thank you for the opportunity to serve as your city manager."

Fort Lauderdale City Manager Chris Lagerbloom informed the Savannah Morning News on Thursday that **Hernandez** will be joining the city as deputy city manager later this summer. In a formal resignation letter addressed to the mayor and alderman, **Hernandez** touted the team's accomplishments, from upgrading the city's bond rating to launching the design of the new arena. "I have been honored with the privilege of serving as Savannah's eighth city manager since adoption of the council-manager form of government in 1951. I joined the City on the heels of Hurricane Matthew on October 11, 2016, and since then we've weathered literal and figurative storms and overcame numerous obstacles in providing exceptional municipal services," **Hernandez** wrote. "We accomplished much during this time while simultaneously creating an organizational spirit focused on one simple concept: Forward. Forward is a fanatical passion for momentum, progress and achievement. It is an obsession with what is possible rather than the status quo. It is the driver behind our biggest accomplishment - SAVANNAH FORWARD, our guide to strategic policy-making and investments through 2025."

Hernandez said in a press statement issued later that he and his wife decided to go back to south Florida to help their siblings care for their elderly mothers. His resignation is effective June 30. Savannah Mayor Eddie DeLoach has recommended that former assistant Chatham County Manager Pat Monahan serve as interim city manager, but he is awaiting support for that decision from the rest of the city council. A special meeting has been called for 6 p.m. Monday in the Media Room on the second floor of City Hall for the council to consider an interim city manager. The next city manager is not expected to be hired until after the new city council is sworn in next year following this fall's election.

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Roberto Hernandez
(Articles are in reverse chronological order)

Savannah Morning News (GA)
January 9, 2019

Savannah City Manager Rob Hernandez: Government Leadership Backs Savannah Fire Department

Author: ***Rob Hernandez***

There has been much discussion in recent days about staffing levels within Savannah's Fire Department. I would like to take this opportunity to address misinformation circulating in social and regular media outlets.

First, what the city government has not done:

- We have not closed any fire stations.
- We have not laid off any fire personnel.
- We have not left any neighborhood in Savannah unprotected.
- We have not taken steps that will delay Savannah Fire's response time to an emergency.

What we have done is eliminate vacant positions in Savannah Fire over the past two years. To put those reductions in context, I would like to take you back to 2014. For the first time that year, Savannah Fire was granted an ISO Class 1 rating — an insurance classification that evaluates a community's fire operations and water infrastructure. Less than 1 percent of fire departments in the nation are rated Class 1. The following year, in 2015, Savannah received a three-year, \$3.5 million FEMA grant designed to increase staffing levels in Savannah Fire. We did just that. In 2015, we added 15 firefighter positions. In 2016, we added another 15 firefighter positions. And in 2017, we grew by 10 more firefighter positions. Add it all up and over a three-year period we added 40 new firefighters to our payroll — a 12.6 percent staffing increase. At 366 total positions, including 341 firefighters, this was the highest staffing level in Savannah Fire's history.

That grant ended in 2017, and with it we faced a difficult decision: Do we ask Savannah taxpayers to continue funding this increased staffing level, or do we make reductions? We were facing flat revenues that year, and direction from city council to continue making investments in the police department. To balance the 2018 budget, we eliminated 45 vacant positions across the city government organization, including 18 within Savannah Fire. Council directed that those cuts come from Engine 16/Marine 1 — a specialized unit that operates the fire boat and a backup pumper truck at fire department headquarters on Oglethorpe Avenue. That same budget authorized a permanent funding solution for fire operations: the fire fee. That fee was rejected over the summer, and during months of public discussion we heard repeatedly from property owners that they preferred a smaller fire department over paying a new fee to fund fire services.

We contracted with the University of Georgia Carl Vinson Institute of Government to analyze Savannah Fire operations and make recommendations on better use of resources. I expect those recommendations within the month, but preliminary discussions with the report authors identified options for increased efficiency and reducing costs. The 2019 budget was balanced with the elimination of another 15 vacant positions. The UGA recommendations will drive where

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those reductions are made. It is important to note that even with the elimination of these 33 vacancies over the past two years, Savannah still has seven more firefighter positions today than we did in 2014, when we received our ISO-1 rating. And we are still well-staffed compared with communities our size; Charleston, for instance, has one fewer firefighter position than Savannah, and 24 percent more territory to cover.

As a resident or business owner in this city, you are served not just by the fire station located in your neighborhood, but a fire protection system consisting of 15 stations and 22 emergency response vehicles. The city government also maintains agreements with our adjacent cities, which provide us access to more than 20 other fire stations, firefighters, and equipment should they be needed in the unlikely event all of our resources are unavailable. No area of the city will ever be left without a response to a fire. We are fortunate to have one of the best fire departments in the nation. Savannah Fire will continue to be, even with these adjustments.

Rob Hernandez is Savannah's city government manager.

WTOC 11

April 9, 2019 at 11:21 PM EDT - Updated April 11 at 10:36 AM

City of Fort Lauderdale extends offer to Savannah city manager

By Sean Evans

SAVANNAH, GA (WTOC) - Several sources have confirmed that Savannah City Manager **Rob Hernandez** is leaving his job. "The city is losing a very smart and talented individual," Savannah Alderman John Hall said. "I wish Mr. **Hernandez** the best wherever he goes. Our loss is another city's gain." **Hernandez** said that he has not officially tendered his resignation or discussed this with all of city council as a group. He said he will not release a statement until he felt it was the appropriate time. We've reached out to the mayor's office and the city spokesperson for comment.

Hernandez came to Savannah from Broward County, FL in 2016. "He inherited a virtual mess. Remember, he came in in the middle of a hurricane. The first hurricane we'd had in what, 27 years," said District 4 Alderman, Julian Miller. In addition to dealing with the aftermath of Hurricane Matthew, **Hernandez** was tasked with completing a budget and coming up with a blueprint that would carry Savannah years into the future. "He has come up with the city's first strategic plan and gotten it going. He has refined our logo so we have the same logo everywhere. There's an awful lot he has done, most of which the public will never see," Alderman Miller said. Several things spear-headed by **Hernandez** have been very public, like re-establishing a Savannah Police Department after the de-merger with the county, the search for a new police chief, and the fire fee proposal.

Less than a year after the fire fee proposal was dropped by city council after public backlash, **Hernandez** referenced it in a moment of levity during his speech at a firefighter award ceremony Wednesday afternoon. "Believe it or not, the city actually imposed a fire fee way back in the early 1800's to provide fire protection services to all property owners of the city. I wish I would've known that a year-and-a-half ago. That could have helped us sell what we were trying to do a little easier to those that were opposed to what we were trying to do," he said.

If **Hernandez** is in fact out the door like sources tell us, city leaders know they need a similar leader to take the helm. "When you run a city, there are so many moving wheels and so many gears going in different directions. There's always going to be hundreds of things that have to be addressed. That's why it's going to take someone who really knows what they're doing to pick up the mantle and go forward," Miller said.

Hernandez's previous attempts to change jobs have been publicized. In August of 2018, it was announced that **Hernandez** did not get a county administrator position in Pinellas County, FL. The city of Savannah confirmed he was a finalist for the position. **Hernandez** was also on the shortlist for a city manager position in Brownsville, TX. At the time, **Hernandez** said he wasn't sure if the Savannah community wanted to work with him. "Criticism of government is healthy and important, and comes with the territory," he said in a statement in August of 2018. "I don't take it personally, even if some of the attacks on me have been very personal. What I do want is

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to work in a community that wants to work with me. I am not sure that is currently the case. Amid a sustained level of criticism and uncertainty, I have considered opportunities outside Savannah. While I have no desire to leave, I did feel it was a prudent move for me and my family.” **Hernandez** was a key architect of a proposed fire fee in Savannah that drew the ire of many in the city. The city council withdrew the fee from consideration after a tortured fine-tuning process. The mayor proposed to halve the fee weeks before it was withdrew.

Chaz Adams with the city’s strategic communications office says **Hernandez** has received an offer as Deputy City Manager for the City of Fort Lauderdale Florida. “The City of Fort Lauderdale has extended an offer to Roberto “Rob” **Hernandez** for the position of Deputy City Manager. The offer is contingent upon approval from the Fort Lauderdale City Commission. The commission plans to consider the item at their next meeting, which will take place on Tuesday, April 16,” Adams said. City council will hold its regularly scheduled meeting on Thursday. We’ll be following this closely to see if anything is announced regarding a resignation, as well as what’s next if the Savannah city manager position becomes vacant.

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Savannah Morning News (GA)
December 20, 2018

Savannah City Council Oks \$1M Fire Station Sale Despite Buyer's History of Code Violations

Author: *Eric Curl*

The Savannah City Council on Thursday approved the sale of a former fire station, despite the buyer's history of being cited for code and maintenance violations at multiple properties throughout downtown. The \$1.05 million sale to Inman Park Properties came after three proposals were submitted to the city and evaluated by a five-person staff committee. Inman received the highest score after proposing to preserve and restore the 72-year-old building at 6 W. Henry St. for use as a cafe and office space. Rajesh Patel had proposed paying \$525,000 for the property, while Lynch Associates Architects offered \$455,000. The sale was quickly approved without discussion by the city council, with the exception of Alderman Bill Durrence, who had stepped out of the chambers to speak with someone who was leaving.

Durrence, who represents the area where the building is located, said he probably would have voted for the sale also. It was his understanding that most of the property maintenance issues have been addressed and he was hoping to see something done with the building, Durrence said. "The bottom line for me is that it didn't matter how I voted because the majority of council made up their mind that for that price point, they were going to sell it," he said. Inman's proposal is expected to activate the "somewhat stagnant" block and generate 75 full-time jobs in the neighborhood, according to the developer's proposal. Inman reported that construction was expected to begin 120 days after closing and take one year to complete.

Staff had delayed consideration of the sale in October following inquiries from the Savannah Morning News into the buyer's past code and property maintenance issues. From 2012 through 2016, the city instigated 16 Chatham County Recorder's Court cases against Inman's owner, Jeff Notrica, for 14 downtown properties. Charges related to overgrown vegetation, maintaining a clean and sanitary property, safety, defacement of property, accumulation of garbage, and an unsafe building. The pending sale comes after the approved sale this year of multiple downtown city properties. City Manager **Rob Hernandez** has touted the sales as a way to return outdated properties to the tax rolls and raise revenue for the construction of a new municipal center west of the Historic District, where the city is building a new arena.

However, **Hernandez** said during an interview Tuesday that the sales revenue may instead go toward construction of the arena. The amount of current voter-approved Special Purpose Local Option Sales Tax is expected to raise \$120 million, while about \$22 million was raised during previous tax periods. Still, the city expects to need an additional \$20 million to \$40 million to cover the estimated \$140 million to \$160 million costs of the arena's construction, as well as relocating public works from the arena site and building a new complex for that department, **Hernandez** said. The city does not plan on adding the arena to the next SPLOST referendum going before voters this fall, he said.

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Savannah Morning News (GA)
November 16, 2018

Savannah Proposing Slight Property Tax Cut, Employee Wage Hike

Author: *Eric Curl*

The owner of a home valued at \$100,000 will save about \$8 a year under a proposal to reduce the property tax rate in 2019, according to city estimates. The reduction from 13.40 mills to 13.20 mills was requested by the Savannah City Council on Friday, the second day of a two-day budget retreat, after staff had initially proposed retaining the existing rate. Alderman Brian Foster advocated for the reduction to provide some relief to taxpayers after the rate was increased from 12.48 mills this year following the elimination of the widely opposed fire fee. "It's a start," Foster said. The council also directed staff to incorporate a 3.5 percent wage increase for employees next year. The proposed increase was agreed to as a compromise after Alderman Van Johnson had initially sought to bump staff's recommended 3 percent wage increase to 4 percent. "The fight for the best and the brightest is real and people ultimately go where they will be paid," Johnson said.

To maintain a balanced budget, while accommodating the council's wishes, staff said they increased their "conservative" projections for property tax revenue growth next year from 3 percent to 4 percent. In addition, staff plans to cut another \$1 million from the proposed budget to cover the remaining costs, said City Manager **Rob Hernandez**. The 2019 budget is expected to be presented to the city council for adoption next month. Since **Hernandez** arrived in late 2016, he has touted the need to address what he described as a structural imbalance resulting from expenses exceeding revenue. The fire fee adopted this year was an attempt to address that imbalance, but the council voted to repeal that new revenue source after facing widespread opposition from property owners.

Hernandez said he believes the city has made progress, but noted the concerns raised by the council during the retreat that funding was lacking for infrastructure and service improvements. "We're still imbalanced in that this budget is not able to adequately address those needs," he said. "We are addressing them, but the need really outstrips our ability to fund them." The next Special Purpose Local Option Sales Tax, which goes before voters next fall, has been touted by the council and staff as a way to fund needed infrastructure improvements, but **Hernandez** said the city cannot rely on the tax to resolve the issue. The city will also be looking at more models to fund municipal services, including a potential stormwater fee to cover the cost of drainage projects, **Hernandez** said. In July 2017, the city council unanimously approved a \$49,651 contract with Atlanta-based Stantec Consulting Services to study the feasibility of such a fee and how it would be implemented, but the study's findings have never been presented. "We continue to look at that and we will be bringing that back to City Council at the appropriate time," **Hernandez** said.

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Savannah Morning News (GA)
August 31, 2018

\$3.9M Mistake Mucks Up Arena Contract

Author: *Eric Curl*

The Savannah City Council on Thursday delayed by two weeks consideration of an \$11.2 million contract with AECOM Hunt to manage the construction of the new \$140 million arena, after learning the contract amount is actually about \$3.9 million more than city staff had initially reported. The vote for the delay came after staff explained during the morning workshop that a misreading of the fee proposal had led staff to initially report that the contract was \$7.3 million - the amount that was on the meeting agenda until Wednesday. The originally reported amount should have been a red flag since it was so much lower than the amounts submitted by the other two finalists for the contract, said Alderman Bill Durrence. Turner Construction had proposed serving as construction manager at a cost of about \$13.6 million, while JE Dunn's proposed cost amounted to almost \$12.7 million. "I'm very nervous," Durrence said. "I never spent \$140 million before." Pete Shonka, executive director of arena development, said that AECOM Hunt still had the lowest price and highest evaluation score after the error was corrected.

City Manager **Rob Hernandez** also said he felt confident in moving forward with the recommended contractor after determining the company had followed the process correctly, while acknowledging the error should not have occurred in the first place. "That reflects poorly on me and I apologize," **Hernandez** said. "We will double down to prevent circumstances like this in the future." Council members said they wanted more time to see how the error occurred before taking a vote. "The severity of it should not be lost," said Alderman Julian Miller. "We are going to be doing an awful lot of contracts and we need to have confidence on that." Walter Murphy, vice president at JE Dunn, had also spoken out against the contract being awarded to AECOM during the meeting and had informed the council that he had notified the city manager of the issue. "We were told it was a scrivener's error," Murphy said "I don't think so. I think the bid was non-responsive."

In other council news, city council approved the \$14 million sale of two downtown buildings. Mayor Eddie DeLoach joined Aldermen Carol Bell, Durrence, Brian Foster, John Hall and Miller in approving the sale of the historic Gamble Building next to City Hall for \$8.5 million, while Aldermen Van Johnson, Estella Shabazz and Tony Thomas cast the opposing votes. The buyer, Foram Development, plans to convert the building into a condo complex with rooftop gardens. Staff had recommended the sale as a way to rid itself of a building that requires extensive repairs and generate ongoing revenue by putting it back on the tax rolls. But Thomas said he disagreed with staff's assertion that the historic building was not adequate for city use. "I'm a little bit more of a sentimentalist," he said. "I believe the city is giving up its imprint on the riverfront."

The vote was similarly split with the council's approval of the sale of the former Catholic Diocese building at East Broad and Liberty streets for \$5.9 million to Standard Companies, which plans to develop the property as an apartment complex with commercial space. Johnson

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said he was afraid residents were being priced out of living in the city. "This was in my mind a wonderful opportunity to provide affordable and workforce housing for people to live downtown," he said. The approved sales come two weeks after the city council's vote to sell the Broughton Municipal Building to Columbia Ventures for \$4.5 million. The buyer intends to convert the mid-century building into a hotel with retail on the ground level. And in April 2017 the council approved the \$5 million sale of a 1.2 acre lot on Oglethorpe Avenue, where a developer plans to construct a mixed-use residential complex.

Hernandez said the funding from the sales is being invested into a reserve account for a modern municipal center he is considering building west of downtown near the arena to consolidate city departments. The total costs of that project, which would include a public safety complex, have not been determined, **Hernandez** said. "We still have a lot of work to do on that," he said. "We still have to flesh that concept out with city council." In the meantime, the city has been relocating staff into 36,538 square feet of leased office space on Chatham Parkway at an annual cost of about \$785,000.

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Savannah Morning News (GA)
July 11, 2018

City: Funding Problems not Over
Savannah May be Facing Tough Budget Process for 2019, Hernandez Warns
Author: *Eric Curl*

The recent repeal of the controversial fire fee may have been welcomed by property owners concerned about the additional expense, but city officials are not breathing easy as they look toward Savannah's financial future. With the elimination of the dedicated fee, which would have freed up millions in general funds, the city may be facing a difficult budget process for 2019, according to City Manager **Rob Hernandez**. **Hernandez** warned the Savannah City Council last week that their plan to increase the property tax rate by 0.92 mills, or 7.4 percent, will not resolve long-standing financial challenges that the fee was meant to help address. Almost a third of city parcels pay little or no property taxes due to being exempt or having low value, and tax digest growth has not kept pace with expenses, **Hernandez** said. "I don't want anyone leaving here today with a rosy picture of 2019's budget process," he said. "We are structurally imbalanced."

The mayor and aldermen are expected to adopt the tax increase on July 19 to restore almost \$10 million of the \$16.5 million in revenue lost with the elimination of the fire fee. The city also implemented a hiring freeze and cut expenses, including \$1 million Mayor Eddie DeLoach had sought for an early childhood learning center being planned by the Savannah-Chatham School Board. With the proposed tax increase, the city will be able to preserve funding for some priorities that included software upgrades, enhanced right of way maintenance, Waters Avenue streetscape improvements, increased city reserves, and the Savannah Shines neighborhood revitalization initiative that has already begun in Edgemere/Sackville, said Alderman Julian Miller. "I'm not sure if everyone understands how deplorable the city's computer system is," Miller said. "We're still running programs that most people have abandoned 20 years ago."

Alderman Brian Foster said the city will also maintain the full staffing levels of the police department after adding more than 120 officers to patrol the city following the department's split with Chatham County in February. "We are fully staffed and have been for a while in the first time in over a decade," Foster said. "That's what the public asked for and we have successfully done that." Savannah's property tax rate has been decreased or remained the same every year since 1994, aside from a six-month half-mill increase in 2010 that was dropped back to the previous rate the following year. The current rate of 12.48 mills has been in place since 2013. For the owner of a home with a fair market value of \$150,000, the proposed increase amounts to \$55.20 annually or \$4.60 per month.

Alderman Tony Thomas said that every effort would be made to reduce the rate in 2019, but **Hernandez** responded by casting doubt on that scenario. "I don't know at this point in time because it's still too early in the process for FY19 to determine, in fact, whether we are going to have a smooth budget process or we're going to have a rocky budget process like we've had the last couple years," **Hernandez** said. "So please do not leave here today thinking that budget

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process for FY19 is going to be a smooth one because I can't guarantee that." Savannah Alderman Van Johnson suggested that the city meet with residents before the budgeting process begins to reconcile what they want and what the city can afford. "We have a region that takes advantage of many of the services that we provide that they do not pay for," Johnson said. "So I think part of this discussion is educating individuals that we can give everybody what they want, but there is a cost to it." **Hernandez** said that the city's budget director, Melissa Carter, has already proposed holding several citizen engagement panels to walk residents through the budget process, "allowing them to see how difficult it is to put together a \$400 million budget for an enterprise the size of the city of Savannah." The council will hold two additional hearings at 9:45 a.m. and 2 p.m. July 19 before making a final vote on the tax rate increase.

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Savannah Morning News (GA)
June 8, 2018

City to Consider \$11M in Cuts
Council Approves Adding Sunday ‘Brunch Bill’ to November Ballot
Author: *Eric Curl*

With less than six months left to go, City Manager **Rob Hernandez** has been charged with cutting more than \$11 million from this year's budget. On Thursday, the Savannah City Council directed **Hernandez** to figure out over the next week what cuts can be made to make up for the anticipated loss in revenue, as the mayor and aldermen prepare to reduce the controversial fire fee by more than half in the face of widespread opposition. "We're just asking the city manager to go back and modify the numbers and bring us something forward that people can feel better about," said Mayor Eddie DeLoach. As proposed by the council, a property tax increase is not an option and the city would retain the one mill tax rate decrease that was approved in conjunction with the fire fee as part of the 2018 budget. The council's vote came after DeLoach announced on Wednesday a proposal to reduce the fee by 53 percent, which would bring the fee to \$120 for residential properties. The city is also offering discounts of up to 20 percent until June 15, which would bring the total to \$96. Mayor Pro Tem Carol Bell also suggested that **Hernandez** present an alternative option to cover the costs of eliminating the fire fee entirely. "As a council, let us determine if that's the way we want to go," Bell said. Previous attempts last month by Aldermen Van Johnson, Estella Shabazz and Tony Thomas to repeal or lower the fee were voted down by the remaining members of the city council during deliberations on how to spend \$10 million surplus from last year. On Thursday, Thomas said he was staunchly opposed to the fire fee, but was concerned the council was being unfair to **Hernandez** by not making the \$11 million reduction request when the surplus was presented. "I don't know if the city manager has truly analyzed that plan to see if he could reach that number," Thomas said. "And I don't know either what other options are completely out there." The surplus spending plan, which left the full fire fee intact, included funding to pay off the purchase of the Coastal Empire Fair site; complete the Cultural Arts Center; install computer security upgrades following a malware attack; fund a staff compensation study; and assist the Savannah-Chatham School Board in establishing an early learning center touted by DeLoach as an anti-poverty initiative.

Hernandez said Thursday he did not recommend using the surplus funds to make up fire fee cuts because the savings and unexpected revenue from 2017 were going toward one-time expenses and that the fire fee was meant to free up general funds for ongoing operational costs. "It would come back to bite us at some point in the future," he said. The proposed budget cuts are expected to be presented for the council's consideration during a budget workshop June 18. The tax rate has to be formally adopted by the end of the month and the council is expected to vote on the revised budget at their meeting June 21. Prior to the regular meeting, the council got a briefing on a hardship program the city is developing for low-income property owners who are unable to afford the fee. The city is now seeking a nonprofit social service provider to administer the program so applicants can also have an opportunity to get assistance with additional needs, said Tafanye Young, Chief Community Services Officer. "We're hoping that people will take advantage of this and see rewards beyond just the fire fee being waived," Young said.

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Savannah Morning News (GA)
April 12, 2018

The Sense in the City's Spare Cents

Author: *Eric Curl*

Savannah had a better year, financially, than expected, according to city officials. Now, the city is planning on providing \$2 million in funding needed to complete the new Cultural Arts Center, paying for security upgrades following a recent computer malware attack, and covering the full costs of a 3-percent performance-based pay increases for employees, after recently closing out the 2017 budget with a \$10 million surplus. The surplus stemmed from a combination of about \$5.2 million in revenue coming in higher than anticipated, in addition to expenses coming in about \$4.7 million below budgeted amounts after the city implemented a hiring freeze last year, said City Manager **Rob Hernandez**.

Most of the growth was from elastic revenues, such as lodging and sales taxes, that expand and contract with strength of economy, **Hernandez** said. "We have a general idea how the economy is going to perform but it's a guess and science at the same time," he said. "So in 2018 our budgeting numbers are a bit more optimistic than they were when we put together the '17 budget, but something could happen tomorrow." The funding plan going before the Savannah City Council Thursday will also increase reserve funds, pay a debt owed for purchasing the Coastal Empire Fairgrounds site, and cover costs associated with converting a section of Montgomery Street for two-way traffic. In addition, staff is recommending that the revenue go towards staff relocation costs related to the planned sale of two downtown buildings and a compensation study to address pay inequities.

"We also did a reorganization this year and created new job titles," **Hernandez** said. "We think we slotted them in the right place, but it's time that we do a real in-depth review of our pay and compensation practices." Almost 100 positions were eliminated as part of the reorganization, with about 40 of them vacant, but dozens of new positions were added and impacted employees were given the opportunity to apply for the jobs. Seven employees ended up not being placed either because there was nothing available or they did not accept the position offered, according to city officials. And after the city council voted to add 24 new positions to the police department this year, there ended up being a total net reduction of one position.

Hernandez said the surplus does not negate the need for the city's new fire services fee, which was implemented to correct a structural imbalance the city has faced for years. "If we didn't have the hiring freeze and agencies spent every dime we got budgeted, we would have only \$5.2 million in extra revenue," he said. "The fire fee provides us an opportunity to take \$21 million of pressure off of the general fund." The city council recently approved an ordinance that offers up to a 20 percent discount on the fee for installing safety equipment, developing emergency plans and participating in fire training programs. Property have between April 15 and June 1 to apply for the reduction before bills are sent out in the fall.

Meanwhile, the city also plans to spend about \$500,000 on new technology and services to boost

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security measures after a malware attack discovered in February impacted some city services. The malware appears to have been eliminated, but the city is still not accepting email attachments as a precaution, said city spokesperson Michelle Gavin. "We think that we've gotten it," Gavin said. "We've taken all the measures to wipe computers and have taken some extreme measures, but it's an ongoing thing."

Proposed surplus expenditures

Transfer to Reserves/General Fund Balance: \$2.5 million

Performance-based 1-percent employee pay increase: \$600,000

Cultural Arts Center Overrun: \$2 million

Montgomery Street redirection project: \$1 million

MPO agreement amendment: \$200,000

Revenue dept. relocation: \$500,000

Fairgrounds - Pay off Debt Service: \$1.4 million

IT/Malware Equipment Recovery: \$500,000

Relocation Contingency: \$100,000

Compensation study: \$300,000

Facility repairs and improvements: \$800,000

Rental of backhoe - Cemeteries: \$100,000

Total: \$10 million

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Roberto Hernandez
(Articles are in reverse chronological order)

Savannah Morning News (GA)
February 18, 2018

Savannah Restructures Government Operations
Officials Tout Plan as Way to Make City Operations More Efficient
Author: *Eric Curl*

New titles and responsibilities, along with salary increases in some cases, have been issued to a number of Savannah's department heads and top administrators as part of a government reorganization implemented by City Manager **Rob Hernandez**. Touted as a way to make city operations more efficient and achieve the Savannah City Council's priorities in a recently adopted strategic plan, new departments and positions have also been created, while others have been eliminated or modified. The restructuring consolidates two assistant city manager positions, one deputy to the assistant city manager position and five bureau chief positions into three executive officers. The employees selected for the new positions have the experience and personality to lead and get things done, **Hernandez** said. "That's what differentiates managers from leaders," he said. "I need leaders more than I need managers."

Paying for quality

Marty Johnston, formerly a deputy assistant to the city manager, was selected to fill the chief operating officer position, charged with asset management, customer service, special events coordination and oversight of the financial and internal service functions of the city. The move bumps her salary up from \$125,827 to \$148,000. Heath Lloyd was selected as Chief Infrastructure and Development Officer, after previously working as the public works and water resources operations director. Lloyd's responsibilities include ensuring the safety of the city's infrastructure, producing safe drinking water, protecting buildings and streets from flooding, and improving the development process. Lloyd's new salary amounts to \$148,000, up from his previous salary of \$109,414. Taffanye Young was hired as the city's Chief Community Services Officer after previously serving as the Community and Economic Development Bureau chief. Young is charged with unifying initiatives and programs focused on improving the lives of residents and providing them with clean, safe neighborhoods and access to quality housing, recreational facilities, leisure opportunities and supportive services. Her salary increased from \$132,282 to \$148,000.

The city's former budget director, Melissa Carter, also received a pay increase from \$89,400 to \$115,000 after being promoted to head the new Office of Management and Budget, which is responsible for preparing the city's yearly and long-term fiscal plans, as well as taking on an expanded role in grants development. And David Keating, who previously worked as a real property director, had his salary increased from \$84,025 to \$90,327 after being put in charge of a revamped Real Estate Services Department that now oversees property acquisitions, facilities maintenance, cemeteries, and the Civic Center. Pay was only increased for employees who have taken on additional responsibilities so that they are being fairly compensated, **Hernandez** said. "We want to keep the good ones," he said. "And also we have key positions we have to fill and we need to be able to compete and attract a quality workforce." Cutting grass and dysfunction After years of complaints about property maintenance issues and delays in completing planned

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projects, departments that never talked to one another were merged and new offices were launched as a way to eliminate government bureaucracy and improve focus, according to officials. To improve property maintenance, quality of life and tourism impacts, a new Code Compliance department was created. Previously, code-related activities were handled by multiple departments, prompting situations in which a property maintenance enforcement officer could not handle a zoning violation, or vice versa. In addition, property maintenance was only citing code violations on residential properties and letting violations on commercial properties go or referring them to the building department, **Hernandez** said. "So we said time out ... we're bringing all that in house," he said. "We're going to do cross-training and we're going to have commonality in how our code enforcement is handled and prosecuted."

Kevin Milton, a new employee with the city, has been hired as director of the department, with a salary of \$115,000. Former Property Maintenance Director Kimberly Corbin is now working as Code Compliance Assistant Director, with her salary remaining at \$80,368. Similar issues led to the consolidation of the city's landscape maintenance functions, including squares and monuments, into a new Greenscapes department. Prior to the consolidation, **Hernandez** said one team would cut an overgrown lot and then a different unit would come back a week later and cut the adjacent canal bank. And in some cases, **Hernandez** said, small equipment such as weed wackers would not be brought in until days after the larger mowers had cut down some city right-of-way. Now, work areas have been divided into grids that are maintained by regional teams responsible for basically anything that grows, **Hernandez** said. "They work a grid and don't leave that grid until everything is finished," he said.

Former Park & Tree Director Gordon Denney now heads the new department. His salary remains \$80,368. The reorganization also included the formation of the Capital Projects Management office, which **Hernandez** said put five full-time positions in charge of overseeing \$726 million in budgeted projects. That move was praised by Alderman Julian Miller recently when the council was given an update on the projects being funded by the voter-approved special purpose local option sales tax. Often-repeated concerns were raised about the time it has taken to complete some projects, and Miller noted that the department was created to address the issue. "This is one of those things going on behind the scenes that the public won't see that is really going to make a big difference," Miller said.

Staffing impacts

The restructuring came after the city imposed a hiring freeze upon **Hernandez's** arrival in October 2016, and at his direction only critical positions were filled for more than a year in anticipation of the changes. Almost 100 positions ended up being eliminated as part of the process, with about 40 of those vacant. Dozens of new positions were added, however, and impacted employees were given the opportunity to apply for those jobs. "In certain instances we were very lean in operations, and I think that was hurting us," **Hernandez** said. Seven employees ended up not being placed either because there was nothing available or they did not accept the position offered, according to city officials. And after the city council voted to add 24 new positions to the police department this year, there ended up being a total net reduction of one position, **Hernandez** said.

Not all employees' pay went up after getting a new position. One former assistant city manager,

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Peter Shonka, ended up having his pay reduced by \$15,624 to \$140,619 after he became head of a new arena development district office - the office focused exclusively on developing the new arena and stimulating private and public investment in the surrounding redevelopment area. Such pay reductions were unfortunate, but in some cases could not be avoided, **Hernandez** said. "There may have been several, although not widespread, due to reduction in responsibilities," he said. A number of other staffers retained the same salary, while taking on new roles. Bridget Lidy, former Tourism and Ambassadorship director, was hired as the new Planning and Urban Design director after her department was eliminated. Her salary remains \$85,703.

And Bret Bell, newly titled assistant to the city manager rather than deputy assistant, is now charged with handling legislative priorities, preparing the council's agenda, and working to ensure residents' concerns brought to the attention of aldermen are addressed. His salary remains \$107,205. In addition, former Economic Development Department Director Manuel Dominguez's salary of \$80,368 was left unchanged after he became head of what is now the Office of Business Opportunity, which is responsible for administering and coordinating the city's economic and small business development program. After being delayed for about two months as they attempted to find suitable jobs for all of the impacted employees, the reorganization became effective Feb. 1, said **Hernandez**, whose salary remains \$238,000. "One thing I want to stress to folks is patience," he said. "We just put this new organizational alignment into play."

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Roberto Hernandez
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Savannah Morning News (GA)
December 30, 2017

City Manager Talks ‘Funkification,’ Ferris Wheels in Savannah
Opinions Expressed on Preserving Historic Structures Modernizing Others

Author: *Eric Curl*

A modern looking arena could be in play, but a proposed Ferris wheel on River Street is out of bounds. City Manager **Rob Hernandez** recently shared his thoughts on architecture, historic preservation and development in Savannah, as the guest speaker at the Historic District Board of Review's recent retreat. During the hour-long discussion earlier this month, **Hernandez** also took time to describe one of his architectural "pet peeves." "I hate red brick," **Hernandez** said. "We seem to have this tremendous love affair with red brick." He said he would like the new arena the city plans to build west of the Historic District to have a more modern look, perhaps with stainless steel and glass, while still paying homage to history. "But it doesn't have to be rooted in red brick," he said.

The arena site is outside the board's jurisdiction, but Chairman Stephen Merriman Jr. later said he is not necessarily opposed to a more modern looking building being built at the site. "I would be more opposed to build an arena that appears like it was built in the 1850s," Merriman said. "It gives a false sense of history." **Hernandez** also made it clear that he believes City Hall is no longer an efficient place for himself and other city staffers to work or for the Savannah City Council to hold their meetings. He talked about his plan to build a modern municipal complex in order to consolidate the city's workforce, while possibly converting City Hall into a "working museum" where the mayor and aldermen could have offices. "We're going to preserve City Hall," **Hernandez** said. "We have to preserve it, but the day-to-day stuff can go somewhere else." The 111-year-old building is in serious need of repairs, and funds for the structure's restoration will need to be raised, possibly by including the project in the 2019 special purpose local option sales tax referendum, he said.

Hernandez got some pushback from board members when he said he was considering replacing City Hall's deteriorating wooden windows with modern faux-wood frames to make them more efficient and hurricane-resistant. Board members were concerned the move would ruin the building's historic integrity and lead to private developers also wanting to bypass ordinance requirements. They suggested the city install exterior wood windows with interior storm windows to achieve the results he is seeking. Otherwise, the historic protections in place would crumble, Merriman said. "That's one of the biggest things Savannah has going for it, is our ordinance," he said. There are some buildings that seem ripe for "funkification," such as the old East Side Theater on the corner of East Broad and East Gwinnett streets, **Hernandez** said.

The historic theater with the words "Hungry World" across the old marquee has sat vacant for decades. "Not to be disrespectful of its character, but you can do cool things with it," **Hernandez** said. "That building has a lot of potential." In a similar vein, he would like to "funkify" Martin Luther King Jr. Boulevard around the Interstate 16 flyover, which he considers an eyesore. There have been plans proposed to demolish the ramp into downtown, but **Hernandez** said he does not

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see the structure going anywhere anytime soon. But the city is too busy trying to put out daily fires and has little time to be creative, **Hernandez** said. "You're the folks that need to come up with those ideas and we'll support it when we can," he said. **Hernandez** also made it clear that some proposals will not fly as the city tries to balance the demands of tourism with preservation efforts and residential needs. Board members thanked him after **Hernandez** said he and the city council recently rejected a request to install a Ferris wheel on River Street.

The 137-foot-tall observation wheel would have been installed on a city parking lot along the water between the Abercorn and Lincoln street ramps at an initial rate of \$17,000 a month, under the lease agreement proposed by Missouri-based SkyStar Wheel. "When I looked at that request, I said no way," **Hernandez** said. **Hernandez**, who previously worked as the deputy county administrator of Broward County, Fla., became Savannah's city manager in October 2016.

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Roberto Hernandez
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Savannah Morning News (GA)
December 1, 2017

City Considers Budget Cuts, Fees to Cover its Shortfall
Hernandez: \$187 Million Proposal a Starting Point
Author: *Eric Curl*

Savannah staffers are proposing a variety of revenue generating options and expense cuts for the 2018 budget to determine whether the Savannah City Council wants to implement service enhancements or reductions in the face of projected funding shortfalls. The preliminary spending plan presented during the first day of a two-day budget retreat on Thursday amounts to a "bare bones, no frills and somewhat painful" general fund budget of \$187 million that includes almost \$13 million in cuts to personnel, services and capital project investment, said City Manager **Rob Hernandez**. "It's not even a recommended budget or a proposed budget," **Hernandez** said. "It's just a starting point for our conversation."

The second budget option of almost \$200 million would sustain existing services, as well provide funding for performance-based wage increases and increase reserve funds for unforeseen expenses. The third spending plan would be an "enhanced budget" of about \$213 million to cover expenses related to council priorities, such as additional police officers recommended by a consultant to improve emergency response times. Among the funding options staff presented was a proposed fee charged to all properties to cover the cost of fire department services and eliminate that department's dependence on tax revenue. Implementing a fee to cover the full cost of fire services would amount to \$370 per household and raise an estimated \$31.5 million, according to the budget report.

A consultant, Ecological Planning Group, also presented reduced rates as an option that would cover between 50 percent and 75 percent of fire service costs and raise about \$15.7 million to \$23.6 million. Property tax increases and decreases of between half a mill and two mills were also proposed, with revenue impacts ranging between \$2.5 million and \$10 million. "Anything you decide today for this budget is going to play out and have an effect for the next few years," said Erick van Malssen, who was working with the fire fee consultant. A hardship fund to assist low-income property owners is now being considered as part of the fire fee proposal, if it is adopted.

Savannah Alderman Van Johnson said he is still concerned about the fee's impact since renters would not be eligible to receive payments from the fund, even if the fee's cost was passed onto them by landlords. But Alderman Julian Miller said rental rates are established by the market and he does not expect tenants to be adversely affected as a result of the fee. Alderman Tony Thomas said renters would be impacted, but that the more than 5,800 tax-exempt property owners benefiting from fire services need to contribute to those costs. "Those folks have got to participate," Thomas said. "It's going to be tough for some people, but some people have been riding this system for decades."

The \$12.7 million in spending cuts are being proposed, despite projected increases in property

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tax revenue and other tax revenue streams this year and next. The shortfall is due to a combination of factors, including an increase of tax exemptions, operating costs and growing debt payments related to property purchases, infrastructure improvements and public safety purchases, **Hernandez** said. "We have a lot of needs in the city that far exceed the revenues available to us," he said. A surplus of about \$3.8 million is actually anticipated for 2017, due to higher than projected tax growth and salary savings from a hiring freeze. Those funds are proposed to be used to offset a budgeted use of reserve funds for 2017 and help cover expenses related to hurricane damages and capital project overruns.

The city is also anticipating some employee payouts due to some officers joining the county police department, following the split of Savannah-Chatham police. Planned civilian staff cuts stemming from a government restructuring should only result in a "handful" of employees actually leaving the organization since those impacted will have the opportunity to fill other positions, **Hernandez** said. The second day of the budget retreat is scheduled to begin at 8:30 a.m. Friday. During the workshop staff will need the council to make a decision on what type of funding options or cuts they want to move ahead with, **Hernandez** said. "I have to get some clarification on what they want to do because I have to put together a final budget," he said.

Savannah Now – Savannah Morning News (GA)
February 11, 2017

Poverty Persists in Savannah, Despite City Programs

Author: *Eric Curl*

Austin Spell, 20, wants to be a pipe-fitter or EMT. That is why he was recently sitting in a classroom at the Moses Jackson Advancement Center, where he and six others were registering for a GED program put on by Savannah Tech. Spell said he was pulled out of school by his stepfather in eighth grade and he does not have the educational background he needs to meet his career goals. “I’m planning on getting my bachelor’s degree and see what I can make out of myself,” he said. The GED program is one of many programs at the city-supported advancement center that are meant to help Savannah residents find employment. Still, Savannah’s high poverty level persists. The percentage of Savannah’s population living below the poverty level was almost 27 percent in 2015 — up from almost 22 percent in 2000, according to the US Census Bureau’s American Community Survey. The increase occurred as the city invested \$2.7 million in general funds in anti-poverty programs between 2011 and 2016, including \$642,600 to support the advancement center, according to a recent report presented by city staffers. During that time, another \$1.1 million was spent supporting Step Up Savannah’s job training and anti-poverty initiatives, and \$981,304 went toward various social service agencies.

About a million dollars in federal funds supported the advancement center and social services offered by America’s Second Harvest of Coastal Georgia, Union Mission and Lutheran Services of Coastal Georgia. Taffanye Young, Community and Economic Development Bureau chief, recently attributed the increased poverty rate to the recession when she presented the report to the Savannah City Council during an economic mobility workshop. “You had a lot of jobs that were lost,” Young said. “A lot of people with higher incomes and higher skills ended up taking some of the lower skilled jobs.” And job training is no “magic bullet” when residents have child care, transportation, substance abuse and criminal background issues to deal with, Young said. Only 17 percent of the 507 individuals who received job training through the city-funded programs since 2011 ended up becoming employed, according to the staff report. Those type of results are not satisfactory, City Manager **Rob Hernandez** told the council. “We may have to do something entirely different with some of these populations that have drastic barriers,” **Hernandez** said.

Hospitality programs

Other programs have fared better, however. The US Department of Labor’s Workforce Innovation and Opportunity Act only employed 34 percent of the 1,256 Chatham County participants since 2011, although many of those participants are still engaged in the program, according to the staff report. And since 2014, 316 adults received job training through the Step Up’s Chatham Apprentice Program, with 59 percent becoming employed. Another 159 jobs have been created or retained since 2011 for low- to moderate-income residents through a city-supported loan program administered by the Small Business Assistance Corporation. Goodwill of Southeast Georgia is helping residents find work with the launch this year of a hospitality training program at the advancement center. Rashena Platt, one of the six-week program’s

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participants, said that after three months of being unemployed, the program helped “get her foot in the door” and find a job as a housekeeper.

Whether hospitality-based jobs will help Savannah reduce the poverty rate has been a matter of local debate. The growing number of hotels has drawn some criticism from residents, who are concerned about the city becoming too dependent on what they contend are low paying jobs. But Borish Jenkins, a Goodwill Career Center assistant who conducts the training course, said the hospitality industry does offer opportunities for advancement and better pay. Hotel employees, for instance, can start as a housekeeper, go to front desk, then become a supervisor and from supervisor become a general manager, said Jenkins, a former hotel employee himself. “I know it can be lucrative,” he said. And some hotels, such as developer Richard Kessler’s Plant Riverside \$270 million hotel project being built along West River Street, are going to be offering higher pay, Jenkins said.

The Plant Riverside project is located in a state opportunity zone, which makes Kessler eligible for job tax credits for providing employment in an impoverished area. The hotel is supposed to create 700 full-time permanent positions with benefits, including health insurance, and Kessler is required to pay at least \$10.25 as part of the tax credit agreement, but he has said beginning wages could reach as high as \$15 an hour. As for Platt’s plans, she said she plans on working her way up to be a manager. “You always have an opportunity for advancement,” she said. “So just take your time and move up.”

‘Outside the box’

City staffers said that they plan on improving coordination among service providers, identify new revenue sources, aggressively promote programs, and think “outside the box” to reduce the poverty rate and provide more employment opportunities. Young said that the city may want to try to re-implement a partnership with a local church that had retirees provide training, such as brick laying, for residents seeking job skills. Staff is also working on a proposal that will hopefully address some of the hard to hire issues with respect to city contracts and city employment, **Hernandez** said.

<https://www.wsav.com/news/savannahs-city-manager-on-his-first-3-weeks/>

Nov 9, 2016

Savannah's City Manager on His First 3 Weeks

by: Andrew Davis

He was the choice of the council to lead the city of Savannah. In just three weeks on the job, City Manager **Rob Hernandez** has already been through a hurricane and multiple murders. But what does Savannah's City Manager think the next three weeks, months, even years may hold.

"Making decisions without having all the appropriate facts or knowing all the different facets of the community that could be dangerous," said **Hernandez**. That's why **Rob Hernandez** says he is in "listen, learn and observe" mode. Observing the community he now helps shape.

Shaping with a community and a staff he has already seen deal with a hurricane, and thrive under pressure. "The reverse would be that i'm here 6 months or a year and we would have a crisis and what would be going through my mind would be, well i don't know who I would rely on, I don't know how this team is going to perform, I now know that," explained the City Manager. He also knows is that crime in Savannah is a problem. "The community is very concerned about it, the community expects us to take proactive measures and we have," said **Hernandez**.

But the same community also may be too focused on each and every criminal act. "When we have an instance of crime that happens here it's unfortunate," explains **Hernandez**. "But it stands out more i think in the community mindset because it's out there its closer to them it gets publicized more in the city of Savannah." But he is not ready to rubber stamp the high cost of putting more officers on the streets. Stressing Fiscal responsibility, he hopes to find "progressive" ways to get police what they want in 2017. "My job is to balance all the competing needs in the community and to try to make a fiscally sound and operationally sound recommendation to the nine that eventually have to make the decisions," explained the City Manager.

The decisions about growth of our city is foremost on **Hernandez's** mind. "We can't afford to be as methodical as we have been in the past again because the world is moving at a breakneck speed, and we have to keep up with the world," said **Hernandez**. "Are we behind?" "I'm not saying we are behind. But we have to pick up the pace." Pace of life, and pace of drawing businesses to Savannah. "Make sure they know Savannah more than just a great place to visit. A great place to relocate your business," said **Hernandez**. "Oh and by the way they have a really great local government as well."

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Roberto Hernandez
(Articles are in reverse chronological order)

Sun Sentinel
SEP 21, 2016

Deputy Broward administrator leaving for Savannah

By Brittany Wallman

The No. 2 official in Broward County government has resigned, after accepting a job in Georgia. Roberto "Rob" **Hernandez**, deputy county administrator, said in a letter to County Administrator Bertha Henry earlier this month that it was with "great sorrow" he submits his resignation.

Hernandez was responsible for a large portion of county government, and also brokered the deal with the Florida Panthers that increased the hockey club's public subsidy but helped ensure the team would stay. In a handwritten note on the resignation letter, he thanked Henry for mentoring him, and giving him "the tough tasks to take on, like the arena."

Besides the deputy position, Henry has two assistant county administrators, Monica Cepero and Alphonso Jefferson, and two assistants to the county administrator, Gretchen Cassini and Alan Cohen.

Hernandez has been the deputy in Coral Springs and in Atlanta's Fulton County. But he said his professional goal was to be in the top position. "I'm not getting any younger and the years are just flying by, so this was the right time and the right community," the 50-year-old **Hernandez** said in an email recently. "I did not want to take any city manager or county manager job just for the sake of it, unless the community was right. Savannah is a nice town with lots of positive attributes and challenges, too." **Hernandez's** resignation is effective Oct. 9.

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Roberto Hernandez
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WTOC 11 (GA)
August 11, 2016

City of Savannah Names Roberto Hernandez as Sole Finalist for City Manager

Author: *Sean Evans*

The City of Savannah held a news conference on Thursday to discuss updates in the search for the new city manager. After a nationwide search, and in a unanimous consensus and recommendation, **Roberto Hernandez**, deputy county administrator of Broward County, Florida, has been named the sole finalist for the position of City Manager of Savannah. Choosing **Hernandez** was a unanimous decision by city council members, and **Hernandez** has accepted the offer pending contractual negotiations according to Mayor Eddie DeLoach. DeLoach said **Hernandez's** hands-on approach, experience in government and energy are some of the qualities that separated him from the other candidates.

According to the Broward County Government website:

Hernandez is an ICMA-Credentialed Manager with more than twenty years of progressive and responsible local government management experience. He re-joined Broward County in July 2013 as Deputy County Administrator. Previously, he served as Deputy City Manager for the City of Coral Springs overseeing various city functions as well as the city's community redevelopment agency. Prior to Coral Springs, he served as Deputy County Manager for Fulton County, Ga., where he oversaw public safety agencies, unincorporated area services, the Office of the Child Attorney, offender reentry program, and coordinated with the County's constitutional and judicial agencies. He previously served Broward County in a variety of capacities from 1994 through 2008, including serving as an Assistant to the County Administrator from November 2003 to June 2008. **Rob** retired from the U.S. Army Reserves in 2008 after a 23-year career, most recently serving as a senior instructor in civil-military operations.

Hernandez was a finalist for two other jobs previously. He was a finalist for the El Paso County, TX County Administrator position earlier this year, and was a finalist for the Delray Beach City Manager position in 2014. **Hernandez** talked about the advantages the region presents, with the ports, travel opportunities with Savannah-Hilton Head International Airport and the proximity to the beach and overall rich history, as well as the military presence. "I was very impressed by the passion from the city council in terms of what they see happening in the city over time, and their strong dedication to the community. That really, that really sold me," said **Hernandez**. While in Fulton County, **Hernandez** oversaw multiple departments including police, fire and rescue and also served as the county manager's liaison with judicial agencies.

Mayor DeLoach says he believes **Hernandez** could come in and start working right away with the police department and judicial services in Savannah to address crime. Alderwoman Carol Bell says she was impressed with how much **Mr. Hernandez** knew about the city and its operations already. So WTOC asked the front-runner what he's observed so far and hopes to achieve as the next city manager. "The need for continued re-investment in certain communities, a progressive strategy for bringing new investment for the community, for growing jobs. For

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fixing and updating the condition of the infrastructure. Those are the things that everybody goes through, it's very common. But that's certainly something that I'm going to have to tackle once I get there," said **Hernandez**. Savannah City Council members met on Wednesday to hear from the search committee about where they are on the final candidates up for the position. The council and search committee then met behind closed doors in an executive session.

Current City Manager Stephanie Cutter announced her retirement at the beginning of the year, setting into motion a nationwide search for her replacement. So, what exactly was the city looking for when they put out the posting for a new city manager? It's an important question given that at least the last two city managers were not what the respective city councils eventually wanted in the role. First of all, for those who forgot or perhaps never knew, ours is a Council/City manager form of government. Meaning while the council appoints a city manager, the city manager runs the city and some might argue, the city council itself.

First and foremost council was looking for a person who had worked with and understood the challenges of a diverse community, not just racially but economically. Someone who could bring new ideas for breaking the cycle of poverty among those living in certain neglected parts of Savannah. And, of course, someone who bring new ideas to the table when it comes to fighting violent crime, in particular, gun violence. Here's an interesting role they want this person to fill: possible ax-man. Council, at least the newest members, want this new city manager to review city government top to bottom and start cutting if Savannah's City Hall has gotten too big, and taxpayers are paying too much for something that could be done with fewer people and resources.

For filling this role, our new city manager will receive the city's benefits package and a salary between \$210,000 and \$300,000. That's yet to be negotiated if **Roberto Hernandez** is our man. We mention briefly where this candidate has been and what positions he's held in the past. You may be thinking of all his deputy roles that this guy has always been the groomsman and never the groom. And **Hernandez** anticipated that issue in his actual resume' saying, "...I've resisted the temptation to 'chase' city manager positions solely for the sake of becoming a city manager at any cost. Instead, I've judiciously and patiently served in deputy roles in great organizations and exceptional communities."

Hernandez considers himself a pretty simply, straight-forward guy. He says his management style is fluid. It adapts to the specific situation. Not that we're looking yet, but **Hernandez** will tell you he is clean. This is what he told recruiters before tossing his hat in the ring: "...There is 'no dirt' on me. I live a clean, simple life, prefer to tell things as I see it, and sleep well at night." We will continue to follow those negotiations and let you know exactly what the city decides when it comes to salary, contract length, start time and other allowances.

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Roberto Hernandez
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Tribune Content Agency News Service (USA)
May 20, 2016

Is Broward ready for a hurricane hit? Drill shows how rescue would work

Author: *David Fleshler*

May 20--After raking the Florida Keys and Miami-Dade County, Hurricane Kimo reached Miramar as a lethal Category 3 storm, with sustained winds of 129 mph, and tore a diagonal corridor to Deerfield Beach. The slow-moving storm bore into the county for seven hours. A tornado struck Pembroke Pines, Cooper City, Davie and Fort Lauderdale. An eight-foot storm surge trapped people on barrier islands. With cell towers damaged, many smart phones became useless. This was the scenario Thursday as Broward County conducted a full-scale hurricane drill at the Emergency Operations Center in Plantation to prepare for the June 1 opening of hurricane season. About 300 people gathered on the operations center's vast open second floor to practice receiving calls for help, coordinating responses and dealing with the countless challenges of a natural disaster.

"We've got to get it right the first time," **Rob Hernandez**, deputy county administrator, told the group. "The public expects that we'll get it right the first time. We can't offer them excuses. There are no alibis, there are no mulligans." The scenario began seven hours after the all-clear, as the county lay damaged, darkened by power outages and full of a untold crises, with fatalities reported, residents trapped by floodwaters and many situations requiring immediate attention. Like much of contemporary life, the response to the crisis would be coordinated largely through a computer software program, in this case WebEOC 8.0, a crisis-management system developed by Intermedix Corp. of Fort Lauderdale.

As calls for help and reports of problems such as power outages came in, it was up to those in the room to route them to the right agency or issue the correct orders to deal with them. The group included representatives of law enforcement agencies, fire departments, the county government, Florida Power & Light Co., city governments, the Red Cross and many other organizations. A call to rescue four people trapped on a roof in Oakland Park was routed to the Broward Sheriff's Office, said Major Kevin Shults, who headed the Sheriff's Office group at the emergency operations center. But the law enforcement agency's helicopters didn't have the sort of basket-and-line system required for such an endeavor. They asked the Coast Guard to do it instead. A call for water came from Pompano Beach, where the storm damaged the treatment plant, reducing its output by half. Alan Garcia, director of the county's division of water and wastewater services, ordered emergency interconnects from a county water plant that would temporarily provide the city with sufficient water.

In the pressroom, public communications specialist Cindy Malin scrawled occasional updates on a white board: "Flooding and tornado damage throughout county. Exact location TBD." "Drones being used to assess damage." As the various reports, crises and calls for help came in, evaluators in green vests observed the work in each area. They will prepare written reports. The Red Cross, which operates shelters, faced a crisis when 2,500 people showed up at a Coconut Creek shelter that was already full. The issue was "escalated" to a high-ranking group of

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decision-makers, who authorized the opening of an additional shelter. "The exercise is to test our abilities to collaborate, communicate and respond," said Roberto Baltodano, the Red Cross' regional communications manager. "These are things that could happen during a real hurricane. We've had these hurricane scenarios." The county has not seen a direct hit from a hurricane since Wilma in 2005. "It's been 11 years since we had one," County Mayor Marty Kiar said to the group before the drill began. "Hopefully this will be another year that we're hurricane-free. But eventually we're going to get hit."

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Roberto Hernandez
(Articles are in reverse chronological order)

South Florida Sun Sentinel (FL)
Dec 8, 2015

Deal helps Panthers, helps Broward more

The Broward County Commission should approve a new agreement today with the Florida Panthers because the deal would better protect the public's investment in the BB&T Center. One can argue persuasively the county was wrong to make that investment of tourist tax revenue 20 years ago, when the Panthers wanted out of the old Miami Arena. A National Hockey League team draws fewer tourists than Broward's beaches and the convention center. The county, however, can't back out of that commitment. With that in mind, county administrators make their more persuasive case for the front-loaded \$86 million deal that would run through 2028.

One argument against the deal is the public shouldn't subsidize the rich owners of the Panthers. Deputy County Administrator **Roberto Hernandez** responds that the money -- none of it property tax revenue -- would go toward the arena, not the Panthers. The team owners also run the company that manages the BB&T Center. They would have to spend the \$86 million on improving, operating and promoting the arena, of which the team is the main tenant. The county would have to sign off on the improvements. The team also would continue to pay \$5.3 million per year toward the arena's debt, which will be paid off in 2028. So the county's investment would go to the county's facility.

The other main argument against the deal is the county should spend the money on projects that better play to Broward's tourism strengths -- such as beaches. Two other key priorities are an expanded convention center and a convention center hotel. The arena is far from the county's major tourism hubs. **Hernandez** acknowledged, "We are very sensitive to that." He believes, however, the county can "meet all of our obligations" regarding tourism promotion, especially beach renourishment. County officials, **Hernandez** said, routinely have made conservative estimates of 3 percent for increases in tourist tax revenue. In fact, annual increases have been more like 5 percent.

The county has put much of that balance in reserve, **Hernandez** said. A recent study of the tourist tax questioned the amount of money held in reserve. Doing so, **Hernandez** said, means the county can use that money for one-time projects like beach renourishment and still pay the recurring expenses of the Panthers deal. Part of this story is the coming debate over raising the tourist tax from 5 percent to 6 percent, even though none of that potential revenue is part of the Panthers deal. It is generally agreed money from the sixth cent would go toward convention center expansion.

Hernandez said the county is waiting for bids on the expansion. When administrators have an idea of the cost, the county will start discussions on raising the tax. Miami-Dade and Palm Beach counties have raised their tourist taxes to 6 percent. +The deal would cut the county in for a share of profits if the money-losing Panthers became big winners on the ice and financially. The arena would have a better chance of getting an all-star game, and the team would continue to help youth hockey in Broward. All are nice points, but the focus of the deal, correctly, would remain

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(Articles are in reverse chronological order)

on the BB&T Center. The healthier it is, the better for the county. Losing the Panthers would mean losing 40 dates, and the BB&T Center has lots of regional competitors. So the arena is healthier with the Panthers, and with the team having a better chance to succeed.

Having studied the financials, **Hernandez** said, "We came to the conclusion that it would cost the county almost as much if the team stayed as if the team left. It's almost an economic wash. So if we would pay with or without them, it's better to have them." The deal would allow the Panthers to leave after eight years, but the team would have to repay the \$72 million in tourist tax revenue it had received. If the team left after eight years, the county would have enough money to repay the arena debt. As long as the Panthers stay, **Hernandez** said, "We transfer a lot of the responsibility to the team." The county also would get development rights to land around the arena. One other point in the deal is worth noting. Two decades ago, the county committed to spending two cents of tourist tax revenue on the arena. The county hasn't met that obligation. Under the deal, **Hernandez** said, the Panthers would drop all claims to any unspent money. There might be emotional reasons to reject the Panthers deal. There are better business reasons to approve it.

Capital Gazette (PA)
March 3, 2015

Broward Commission Brainstorms Ways to Help Struggling Center Pocket of County

Author: *Brittany Wallman*

In the heart of Broward County is a zone of economic depression that even the most dramatic real estate boom didn't lift out of poverty. The unincorporated neighborhoods in the 33311 zip code — roughly between Interstate 95 and U.S. 441, north of Broward Boulevard — were left behind by the cities around them. No city will take them. County commissioners are their only local government. Commissioners met Tuesday to talk about the central county community — four mostly African-American neighborhoods of about 7,000 people — and agree on a host of small efforts to help. Only \$4.8 million is allotted for economic development there — a sliver of the county's overall \$4.1 billion budget. County Commissioner Dale Holness, the area's only direct local representative, said it's the first economic development money the county has spent there since the 1980s. About \$30 million has been spent on improvements of roadways, bus shelters, drainage and the like. The moves commissioners endorsed Tuesday are hardly dramatic: Relocating a Boys and Girls Club to Delevoe Park, continuing building homes on 144 lots the county owns, working with small businesses to improve properties by offering loans or grants, giving a makeover to some of the roadways, improving parks, and banking land for future redevelopment. No one promised an immediate turnaround. "It doesn't happen overnight," county Economic Development Director Sandy-Michael McDonald warned. But county leaders said they support a renewed focus. "I'm glad to see we're moving forward with some planning," Holness said, "because the community desperately needs it." While the rest of Broward enjoys a rebound from the Great Recession, with three years now of positive economic growth, the central county zone remains stagnant. "These communities look to us to guide them along the way to economic prosperity in their neighborhoods," Deputy County Administrator **Rob Hernandez** said.

Joblessness is down to about 5 percent countywide. But in Central Broward, it ranges from 21 percent in Boulevard Gardens, to 22 percent in Roosevelt Gardens, to 32 percent in Washington Park, to an astounding 44 percent in Franklin Park. Holness said many residents there lack transportation and job skills, and some have criminal backgrounds — all obstacles to employment. Countywide, the median household income is \$51,251. In the central county area, it's significantly lower, at \$33,432, Assistant County Administrator Alphonso Jefferson said. Crime is down there, county officials said. Still, the number of rapes, burglaries, car thefts and assaults are relatively high in such a small area, county leaders said, and residents complain they regularly witness drug deals and prostitution, as well as assaults. Broward County Administrator Bertha Henry said she would begin implementing the economic development ideas discussed Tuesday. McDonald said he hoped to leverage the money to spark private investment from business owners. Each project will return to a County Commission agenda for approvals. Across downtown, at the Fort Lauderdale City Commission, Commissioner Robert McKinzie asked that the city take another look at annexing the unincorporated areas. The city will move in that direction.

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Roberto Hernandez
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Broward New Times (FL)
March 18, 2014

Florida Panthers Asking for Public Money, but Proposal Seems to Benefit Only the Team

Author: *Chris Joseph*

Looks like the Florida Panthers' latest proposal to Broward County has altered language that would basically screw over the county while they make the big dough, according to a rundown of the proposal by the Sun Sentinel. The first proposal the Panthers made at the beginning of the year had asked the county for something around \$70 million, claiming that they had been losing \$20 million and that they need public funds to keep from being dissolved from the NHL. This latest proposal asks for \$80 million or more. The Panthers also want to develop 22 acres north of the BB&T Center for a casino-hotel that the county is also supposed to pay for. The Panthers turned over the 57-page proposal to Broward County commissioners and, according to the Sentinel's findings, it boils down to more money for the team while the county gets the shaft. Those wishes are not far off from when the team asked for county money originally back in January. The team's original proposal included taking \$4.5 million of its annual payment off the books and having it picked up by Broward County. The team also asked the county to contribute \$500,000 a year toward maintenance.

The latest proposal says the Panthers need a hotel-tax subsidy package worth \$80 million over the next 14 years to keep them from losing money. But the overall deal would seem to benefit only the Panthers. "As currently written in their proposal," Deputy County Administrator **Rob Hernandez** told the Sun-Sentinel, "it would definitely have an impact on our ability to share in any of the profits." County officials say they won't support the proposal without a better return for Broward's taxpayers. Back in September, the Panthers were bought for \$240 million by Cliff Viner and Sunrise Sports & Entertainment to a group led by New York businessman Vincent Viola. The Panthers have had an operating loss of \$12 million for the 2011-12 season and were worth \$170 million, according to Forbes. As for Panther and hockey fans' reaction to this, they took to Twitter with the usual vitriol.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

US Fed News (USA)
August 11, 2013

Broward County Names New Deputy County Administrator

Author: *Staff*

Broward County has issued the following news release:

Broward County Administrator Bertha Henry has announced the appointment of **Roberto "Rob" Hernandez** as the new Deputy County Administrator. **Hernandez** is an experienced public servant who served as deputy county manager for Fulton County, Georgia, and most recently as deputy city manager for Coral Springs in Broward County. He is returning to County Government, where he first began serving the County in 1994 and most recently served as an assistant to the county administrator from 2003 to 2008. As deputy county administrator, **Hernandez** will assist the administrator in managing the day-to-day operations of the County, and oversee the activities of several large departments, including Public Works, Human Services and Environmental Protection and Growth Management, as well as the Parks and Recreation, Libraries and Cultural divisions. Also reporting to **Hernandez** will be the Office of Economic and Small Business Development, Office of Public Communications, Office of Intergovernmental Affairs and Professional Standards, and the Office of the Medical Examiner and Trauma Services.

Henry said, "We are excited to have **Rob** back with Broward County. He has dedicated much of his professional life to public service and has a keen understanding of how county government programs and services help meet the needs of our residents, businesses and visitors. He will be a valuable asset to the County and the community." **Hernandez** has a bachelor's degree in public administration from Florida International University, and a master's degree in public administration from Nova Southeastern University. He is a graduate of the Broward Fire Academy and the U.S. Army John F. Kennedy Special Warfare Center and School. He retired from the U.S. Army Reserves in 2008 after a 23-year career, most recently serving as a senior instructor in civil-military operations.

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Roberto Hernandez
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McClatchy-Tribune Regional News (USA)
February 6, 2013

Brief: Coral Springs Offers Incentive to Company

Author: *Lisa J. Huriash*

Taxpayers will be handing over cash to a new business considering coming to town, although they don't know yet who is getting the check. City officials said the business, described as a "pharmaceutical manufacturing, research and development" company, is a coup for the city. The company is expected to bring 108 jobs and a new source of tax revenue to the city.

Dubbed "Project Rock Solid," the business will receive \$540,000 in state, county and city money in incentives through the state's qualified target industry tax refund program. In addition to the city's portion of \$54,000, city commissioners agreed Tuesday to allow \$825,000 in credits that would normally be paid for fees such as building permits.

"The bottom line is if we don't offer incentives, somebody else will," said **Rob Hernandez**, deputy city manager. "It's the cost of doing business." The company is allowed by state law to remain unknown to the public while it's in this process of receiving incentive money. **Hernandez** said the company asked to remain anonymous for competitive reasons.

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Roberto Hernandez
(Articles are in reverse chronological order)

McClatchy-Tribune Regional News (USA)
December 13, 2012

Coral Springs to Consider building New City Hall

Author: *Lisa J. Huriash*

City commissioners said Tuesday they were open to the idea of spending millions of dollars to construct a brand new City Hall. "To me, the short answer is yes," said Commissioner Claudette Bruck. "We should proceed and we should proceed now." City leaders must now decide if they really want the new building, where it will go and how to pay for the estimated \$25 million cost. It will eventually be a "financial decision," said Vice Mayor Tom Powers. "There's way too many questions." For about a year, former Mayor Roy Gold had proposed closing both City Hall buildings on the north and south sides of Sample Road to construct one large facility.

But while some commissioners had previously said the project could become unwieldy and too expensive and they doubted there would be public support, the majority now seem open to at least further discussion. Deputy City Manager **Rob Hernandez** said the 45-year-old building was "outdated and functionally obsolete." "You can go anywhere and hear conversations in the next office," he said. And, the current building is "not a source of civic pride." "That's depressing," Bruck said. **Hernandez** also said the current building is expensive to keep up, with \$1 million alone needed to retrofit the building to accommodate a new telephone system.

"If we're pouring money into a facility that is no longer worth pouring money into," the commission should consider a new building, said Commissioner Dan Daley. City Manager Erdal Donmez said the city staff will come back with "more refined numbers" in late January with the projected costs to build a new City Hall at various spots, which include the current location, Mullins Park, and the area envisioned to be built as a downtown.

Several South Florida cities have recently built new City Hall complexes. Doral earlier this year spent \$22 million on its new building and Wellington built its new building last year for \$10.5 million. In Coral Springs, officials said municipal bonds would be the best way to cover the expense Commissioner Larry Vignola said he has always opposed the plan and still does. "Is it a top priority to spend more than \$20 million on? Not in my opinion, and not in the opinion of the majority of our residents. I don't why we're still talking about this. I don't think now is the time for a project like that."

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Roberto Hernandez
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South Florida Sun Sentinel (FL)
November 24, 2011

Springs Gets New Deputy City Manager

Author: *Arun Sivasankaran*

Roberto Hernandez, who has over 20 years of progressive and responsible local government management experience, has been appointed Coral Springs Deputy City Manager. "I look forward to leveraging **Rob's** operational expertise to continue delivering exceptional services to our community with the best possible level of service," City Manager Erdal Donmez said. Prior to joining Coral Springs, **Hernandez** was the Deputy County Manager for Fulton County since 2008. **Hernandez** also served as an Assistant to the County Administrator for Broward County. Before that, **Hernandez** served in a number of key roles with local government.

His professional experience includes key positions in public safety, housing and community development, and social services. In addition, his military service includes more than 23 years in the U.S. Army Reserves. He has held several leadership positions and has served on Active Duty in support of several military operations. **Hernandez** holds a Master of Public Administration degree from Nova Southeastern University and a Bachelor of Public Administration from Florida International University. **Hernandez** also obtained his certification in firefighting from the Broward Fire Academy.

The Atlanta Journal-Constitution (GA)
May 25, 2011

Illegal Dumping

Putting the Brakes on Tire Dumping

It's no Easy Task as Illegal Activity Stealthily Spreads Across State

Author: *Ernie Suggs*

Over 10 days last fall, someone made three trips to the Arts Exchange and dumped more than 1,000 old, dirty tires onto the property. The location was ideal. Easy access off I-20 in southeast Atlanta. A dead-end road. A wide-open space. Across Georgia, there are hundreds of examples of illegal tire dumping such as this, on public and private lands, creating a problem that is as much health hazard as it is eyesore. Of 10 million scrap tires generated in the state annually, an estimated 1.5 million are discarded illegally, the Georgia Environmental Protection Division said. And Atlanta finds itself at the center of this rubberized abandonment, with its city council compelled this week to form a separate tire commission to combat the violators. The city annually deals with 450,000 scrap tires, nearly 70,000 of them dumped illegally, said Winthrop Brown, Georgia EPD program manager.

Not surprisingly, money is at the heart of this problem: Tire salvagers get paid to collect tires but many of them won't pay for recycling. So they dump the tires. Everywhere they can. "It is a very significant problem in the state, because of the expense and because these tires are breeding spots for mosquitoes and vectors," said Brown, noting that Newton County last year collected 67,000 dumped tires. "Dumping is bad in metro Atlanta because of the population, but dumping is increasing in rural areas because of the distance they have to travel to get rid of tires."

As part of his job, the EPD's Brown regulates how tires are disposed from car dealerships and tire shops, among others. Businesses must pay for a carrier to pick up truckloads of old tires. Otherwise, there is little concentrated enforcement. Tire dumping is a felony, but there are just five criminal cases currently pursued by the state, though several people previously have served prison time for this offense, Brown said. "If nobody calls it in, we have a hard time prosecuting," Brown said, adding there are only a few local jurisdictions, such as Columbus and Macon, that have their own laws on the books, though state regulations exist. In April, Atlanta Councilwoman Joyce Sheperd, who pushed for the tire commission, led a clean-up in District 12 in which 2,000 tossed tires were collected. In southeast Atlanta, she has overseen the retrieval of 4,711 tires this year, and more than 10,000 over the past five years.

Fulton County Deputy Manager **Rob Hernandez** said south Fulton has the same problem as Atlanta with illegal tire dumping and no ready solution. The county has considered putting a deposit price on used tires, similar to glass bottles, to encourage residents to take them to a landfill. "It's difficult to prosecute offenders unless they're caught in the act," **Hernandez** said, "and Fulton lacks the staff to try to trace tires back to suppliers and find out who they were sold to." Last summer, the Fulton County health department spent \$23,000 on a tire drive that netted 2,100 tires. The public works department pays \$50,000 per year to dispose of old tires. "This has been a real problem for us," said Cheryl Odeleye of the Arts Exchange, surveying the endless

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and unwanted black mountain left near the center. "It is a health hazard. And it is a morale downer for someone to come in and be so disrespectful to us."

Piles of old tires don't necessarily present toxic health issues, rather they serve as nesting places for rats, snakes and mosquitoes, little consolation to those left with this mess. Across metro Atlanta, jurisdictions vary in how to deal with dump sites. DeKalb County officials said they defer to state law in dealing with tire dumping. In Clayton County, illegal dumping can land someone in jail for six months. Cobb County claimed it hasn't had much of an issue with discarded tires, outside of a few isolated incidents. "What a lot of people don't understand is that there are a lot of expenses involved in tire disposal," Dewey Grantham of Liberty Tire Recycling said.

If operating lawfully, a carrier takes used tires to a recycler, where in Georgia there is a 90 percent chance these tires will be converted to fuel. A carrier typically charges \$2 per tire, but has to pay the recycler \$1 for each, cutting into the profit. An illegal carrier might charge \$1.50 per tire on pick-ups, bypass the recycler and leave the tires at an isolated place like the Arts Exchange. There also have been cases in which people have rented trucks and abandoned them filled with old tires. Bolder criminals have stocked empty warehouses with worn tires. The state lacks funding to properly monitor tire disposal. For every new tire larger than 12 inches and sold in Georgia, a consumer pays a \$1 fee, which was supposed to go to a solid waste fund. Yet for two years, state lawmakers have diverted the funds elsewhere, covering other needs. Limited state spending also has resulted in fewer inspectors, making it harder to monitor and clean up tire dump sites.

The Arts Exchange, even with more than 1,000 tires, had what was considered a small clean-up. Liberty Tire Recycling volunteered to remove the tires, employing four workers. The tires were loaded in less than two hours. Grantham said his company processes 25,000 tires daily. "What is unfortunate is that illegal tire dumping gives tire recycling a bad name," Grantham said.

Tire disposal

Number of scrap tires generated in Georgia annually: 10 million

Number of those that are disposed of illegally: 1.5 million

Fulton public works department's expense each year for tire disposal: \$50,000

State fee charged on each new tire larger than 12 inches that is supposed to fund a solid waste fund, but has been diverted for the past two years for other purposes: \$1

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Roberto Hernandez
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The Atlanta Journal-Constitution (GA)
May 16, 2011

Your Tax Dollars

Grumbling Greet's Amphitheater

Supporters See Boon for South Fulton; Opponents Question Use of Funds

Author: *Johnny Edwards*

South Fulton has a lot to brag about these days. After last week's announcement that Porsche would leave Sandy Springs to build its North American headquarters near Hapeville, Fulton County officials will open the new 5,200-seat Wolf Creek Amphitheater. Supporters are counting on the venue becoming another Chastain Park, a regional draw where picnicking music fans take in classy, intimate concerts. Fulton County Commissioner William "Bill" Edwards, who has championed the \$6.1 million project for the past decade, predicts it will draw the spending power of concertgoers from throughout the metro area to nearby stores and restaurants, bolstering a local economy hit hard by the recession.

But the amphitheater is a sore subject for north Fulton residents who say it's another case of the county government using their tax money for projects that don't benefit them. State Rep. Lynne Riley, R-Johns Creek, who opposed the amphitheater when she was a Fulton commissioner, said the \$6.1 million shouldn't have come from the county's general fund. "Every citizen of Fulton County, regardless of where they live, top to bottom, is underwriting the cost of operating that facility," she said, "whether it's a gain or a loss."

Edwards said south Fulton residents pay county taxes, too. "South Fulton needs to be able to live, work and play right where they are," he said. Business owners between the amphitheater, which is off Camp Creek Parkway, and I-285 expect a boost. Anwar Noorali, owner of Camp Creek World of Beverage, predicts a 15 percent to 20 percent increase in business on concert days from wine shoppers. "Any economic activity, and concerts that bring in a lot of people, will definitely be good for the local economy," Noorali said.

But some point to the location -- in the flight path of the world's busiest airport -- as an issue. Michael Fitzgerald, a Johns Creek resident and member of the Milton County Legislative Advisory Committee, said he can't fathom making a 45-mile drive to attend a show there, not with the constant roar of jet planes overhead. "One of the problems with Fulton County is it's too big, and that's a long way," he said.

The Wolf Creek Amphitheater has stirred tensions along the way. When the construction contract was approved in 2008, Riley and Commissioner Tom Lowe were outvoted 4-2. Riley contended that figures from a 2005 feasibility study -- which predicted the amphitheater would be profitable after three years -- needed to be updated. Edwards fired back that she and Lowe were trying to sabotage a revenue-generating project that south Fulton wanted. Edwards also brought up that the county spent \$1 million on Alpharetta's Verizon Wireless Amphitheatre, which was privately built. The county's contribution came through a trade-off for north Fulton not having garbage service at the time. Gary Bongiovanni, editor-in-chief of Pollstar Magazine,

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said a 5,200-seat venue will have a tough time up against the 6,500-seat Chastain Park in Buckhead, the 12,000-seat Verizon amphitheater, and the 19,000-seat Aaron's Amphitheatre at Lakewood in southeast Atlanta. The proximity to Hartsfield-Jackson International Airport won't help, Bongiovanni said. "Especially if you're talking about doing any acoustic acts," he said.

Fulton County Arts Council interim Director Michael Simanga, whose department will run the amphitheater, said he isn't worried about planes. Before construction began, the county held free concerts at the site, including Atlanta Symphony Orchestra performances. "You can't really hear it, once the music is playing," Simanga said. Grammy-winning soul/R&B singer India Arie will perform a free concert June 4 for the grand opening. No shows have been booked after that, he said, though he's in negotiations for some. Riley questions whether Wolf Creek will cover its operating costs.

The county doesn't have a detailed operating budget yet. Deputy County Manager **Rob Hernandez** said planners didn't expect the facility to be finished this soon, so the upcoming concert season will be something of a trial run, with 10 shows at the most. The plan is to recoup costs through concert bookings, and the County Commission has approved a fee schedule. Expenses should be limited to electricity, water, janitorial maintenance and groundskeeping, like any public park, **Hernandez** said.

Wolf Creek was the shooting venue for the 1996 Olympics, and it currently houses a police training center. A new library is in the works, and other plans include a sports complex, walking trails, horse trails, and an arts, cultural and events center, which also could generate revenue through bookings, Edwards said. Alre Alston, owner of the Ultimate Bar and Grille in Camp Creek Pointe shopping center, expects the amphitheater to bring him customers before and after shows. "I think it will be a good thing, as long as they bring in the quality clientele, not the rough clientele," he said.

Edwards said the county won't allow hard-core rap acts. He's looking for shows that appeal to south Fulton residents, citing performers that played free concerts -- R&B groups such as the Manhattans, the Spinners, the Dells and the O'Jays. However, he said, north Fulton residents are welcome to book shows, too. The amphitheater also can be used for church functions and graduations. On a recent visit, Edwards showed off the massive stage, the pristine dressing rooms for stars and the 4 feet of legroom between the rows of seats. He said he has no doubt the project will pay for itself. "It isn't about being sustaining," Edwards said. "Let me tell you what we want to pay: lights and water. This is for the people, for people to come out here and have a good time."

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Roberto Hernandez
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The Atlanta Journal-Constitution (GA)
January 22, 2011

Fulton Hikes Club Fees Despite Suit
Judge Declared Adult Ordinance Invalid after Free Speech Dispute
Strip Joints' Attorneys Debating Next Step

Author: *Johnny Edwards*

Fulton County will raise fees on strip clubs by hundreds of dollars this year and double them for nude dancers, even though the county remains locked in litigation over the fees after a federal judge recently declared the adult entertainment ordinance unconstitutional. With no discussion, the commission voted 5-1 this week to raise a list of fees on businesses and residents in unincorporated south Fulton expected to generate an extra \$303,601 per year. Amid new and increased rates for false alarms, fire safety inspections, escort services and door-to-door salesmen were several license and permit hikes on the county's three nude bars off Fulton Industrial Boulevard.

Attorneys for the clubs say they are considering what to do: whether to seek an injunction or pay the fees and hope to recoup them as damages. "I don't know what right they have to increase them when the case is still being litigated," said Jim Cline, who represents Riley's Showbar. "I guess they can do whatever they want. I guess we can argue about it when we get to the end." **Rob Hernandez**, the deputy county manager for the South Fulton Special Services District, said the county attorney advised officials that since the lawsuit is still pending, Fulton is justified in raising the fees. If a club refuses to pay, it could have its license revoked and would face closure, he said. "There was an injunction ordered on certain aspects of the ordinance, but not all aspects of the ordinance," **Hernandez** said.

County Attorney R. David Ware did not return messages from The Atlanta Journal-Constitution inquiring about the issue. The judge's ruling arose from a First Amendment lawsuit filed by a group of clubs in 2001 that challenged the county's revved-up regulation of nude dancing as a prior restraint on free speech, part of a larger battle being waged throughout metro in both state and federal courts. The clubs won the 2001 case in U.S. District Court. It was reversed on appeal, and then it was sent back to District Court. In November 2010, Senior U.S. District Judge Robert Vining ruled that the code illegally put the clubs through a bureaucratic wringer, making them wait indefinitely for approval from police, fire and building departments. While Vining withheld judgment on whether the fees were too high, he did say that if sections of the ordinance don't hold up, none of it can stand. "Judge Vining has said that we don't have an ordinance," Cline said. "Unless they appeal, then there's no ordinance unless they go back and pass one."

But starting Feb. 1, the county will raise the cost of an adult entertainment license from \$6,000 to \$6,400 and annual license renewal from \$4,000 to \$4,300. Employee permits will rise from \$300 to \$325, permit renewals from \$50 to \$100, employee background checks from \$50 to \$55 and fire inspections from \$30 to \$75. The increases are expected to generate an additional \$11,590 per year. Cary Wiggins, an attorney for Fannie's Cabaret, said that since nude dancing is protected speech, a county's licensing fees can be no more than the cost of regulation. He said

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Roberto Hernandez

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there is no evidence that nude bars cause any more problems for police than regular bars, and he doesn't see how Fulton can charge \$4,000 to renew a license, much less \$4,300. "I'm just unaware of any evidence justifying a rate hike," Wiggins said.

The third club off Fulton Industrial, Club Babe's, isn't taking part in the lawsuit. Managers at all three declined interview requests. Wiggins also represents two Sandy Springs clubs that, while no longer in unincorporated Fulton, are seeking back compensation from the period before Sandy Springs became a city. As with the state government and other local jurisdictions, the Fulton fee hikes are part of a strategy to make up for declining revenue without burdening property-tax payers. **Hernandez** said he is also trying to recover costs and adjust an array of charges, many of which haven't changed in five years, for inflation. North Fulton Commissioner Liz Hausmann cast the sole dissenting vote Wednesday. She told the AJC that she opposes raising any fees or taxes in this economy without reducing spending. She said she wasn't aware of the strip club issue.

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Roberto Hernandez
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The Atlanta Journal-Constitution (GA)
May 17, 2010

County Targets Image Change
Campaign is to Clean up Fulton Industrial
Code Enforcers, Police Start out Cracking Down on Boulevard's Motels
Author: *Steve Visse*

Fulton County has an image problem with its huge warehouse district: Its legitimate economic opportunities sometimes have been overshadowed by its undesirable qualities. This has caused companies to bypass it and take their business across the Chattahoochee River to Cobb and Douglas counties, or get out of Fulton and relocate. "We have had tenants who have been there for years and years and who decided to move across the river," said Tom Flanigan, ING Clarion asset manager. "I don't think it was taxes." To attract new business and keep what it has, Fulton is pushing a campaign designed to clean up what it says is the 10 percent of Fulton Industrial Boulevard that gives the rest of it a bad name. For starters, code enforcers and police have targeted motels that allegedly were centers for sex and drug trades; three were closed for health and safety violations, and a fourth was sold to a new owner, who refurbished the property and secured a Days Inn franchise.

The new motel has posted rules in the lobby banning unregistered guests from rooms and requiring identification to reserve a room as a customer. "We got rid of a hub of criminal activity," said Tom Phillips, county code enforcement administrator. "You can walk in there now and say, 'I can stay here.' Two years ago you wouldn't have said that. You might not even have walked in there." At its last meeting, the County Commission banned truck drivers from parking their big rigs in vacant lots off the boulevard and using them as unofficial truck stops. "Truck stops, as you know, have a link to prostitution," Phillips said. Even strip clubs such as Fannies' Cabaret are seeking a more orderly boulevard. Fannies' is trying to distance itself from prostitution, specifically the hookers who regularly have solicited the club's clientele when arriving and leaving. The club hired security to run them off. "It didn't used to be this way 15 years ago," said Thomas Madden, Fannies' Cabaret general manager.

Police have cracked down, making 107 prostitution arrests in the past two years compared to 41 in the three previous years, according to county statistics. The county is committed to restoring a clean-cut image to the boulevard's seven-mile roadway that runs from Fulton County Airport at Charlie Brown Field to Campbellton Road in south Fulton, according to Deputy County Manager **Rob Hernandez**.

The area has 89 million square feet of warehouse and commercial space but a county study released in March showed that several buildings and warehouses, developed in the 1960s and 1970s, are practically unusable. Seven properties are listed on the Georgia Hazardous Site Inventory, including five for the presence of cancer-causing vinyl chloride. Noting its potential, the study described the boulevard as potentially one of the largest and most prestigious warehousing and transportation hubs east of the Mississippi River. "Today it may still be the largest, but it has lost much of its prestige," the report concluded. Last month, the county used

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the area blight and vacant warehouses to have the district reclassified as an opportunity zone urban redevelopment area. That allows it to borrow \$26 million from a federal bond program and give employers a \$3,500 tax credit for each new job for 10 years. **Hernandez** said the county wants to use the bond money to install crime surveillance cameras in the area. A \$100,000 federal grant already was secured to increase police patrols and hire seven officers specific for south Fulton. "We're serious about this," **Hernandez** said. "We have put together everything we have available in our tool box to assist Fulton Industrial."

Satellite offices for county services and commissioners Emma Darnell and Bill Edwards have been set up to show the county is committed to improving the area. People have noticed. Companies recently either bought or leased separate industrial properties that cover a combined 260,000 square feet. With upgrades, the area should be able to sell itself. It is located in the center of a metro area that promotes itself as a national transportation hub. Fulton Industrial offers a regional airport and is close to Hartsfield-Jackson International Airport. I-20 is located nearby, as is the Norfolk Southern Intermodal container shipping yard in Austell, an industrial area crisscrossed by railroad tracks.

A next step would be to develop a Community Improvement District, which has happened elsewhere in Fulton and in Cobb, DeKalb and Gwinnett counties. CIDs require commercial property owners to tax themselves to pay for development plans, transportation alternatives and security. Boulevard activists so far have been unable to obtain 51 percent approval of the property owners to install a CID, which increases tax bills by 3 or 4 mills. Yet one man on board with this idea is Madden, the strip club manager, who recognizes that even the adult entertainment business needs better security. "We have to keep it clean here," he said.

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Roberto Hernandez
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The Atlanta Journal-Constitution (GA)
October 9, 2008

Fulton Begins Taking Steps to Aid 911 Center

Author: *D. L. Bennett*

Fulton County has begun making changes that officials hope will improve a 911 center beset by chronic understaffing and dangerous operator errors. By filling 12 vacancies and promising reforms to reduce job-related stress, county officials say they should be able to boost both work quality and employee retention. "We are adamant when we say we are going to solve the problems in the center," said **Roberto Hernandez**, deputy county manager. "Once we know all the facts, we will address it immediately. We will fix it."

Problems at the center that takes emergency calls and dispatches aid were discovered in August when an operator mistakenly sent help to the wrong location for a Johns Creek woman who later died. An Atlanta Journal-Constitution investigation found more than 1,000 write-ups of employees during the past five years for everything from fighting, dispatching mistakes and chronic tardiness to falling asleep on the job. Current and former employees complained that understaffing leads to workers being routinely forced to work 12- and 16-hour days, straining family life and causing conflicts in the center, dispatching and call-taking errors. The inquiry found mistakes that endangered not only callers seeking help but the emergency crews sent to provide aid.

Fulton also has launched three of its own investigations -- one by an outside consultant reviewing center operations, another by police of the incident on Aug. 2 and a third by **Hernandez** and others looking at employee satisfaction issues. Rather than wait for those all to be complete, County Manager Zachary Williams has filled 12 of 33 openings for communications officers and supervisors by reassigning operators who previously provided service for the city of Milton under contract. Milton dispatching is now handled by Alpharetta.

"This definitely should add value and reduce stress on the staff," said Commissioner Lynne Riley, who represents the city of Johns Creek, where Darlene Dukes died Aug. 2. Fulton also has in process two classes of trainees who should be able to fill all the remaining spots, a move he hopes will cut down on stress at the center and reduce conflict and mistakes. Everyone should be on the job within six months, **Hernandez** said.

"We remain committed to excellence in all public safety services, and recognize that 911 operators are the first link in the chain of emergency response," said Williams. "These men and women save lives each day." The auditor's report is now due Nov. 10. The internal probe by police should wrap up this week. **Hernandez** said the committee's work on employee issues is ongoing and its plans address issues like child care for employees who work odd hours and stress management.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

The Atlanta Journal-Constitution (GA)
October 5, 2008

Not Enough Workers and a lot of Slack

Author: *Heather Vogell & D. L. Bennett*

A supervisor told 911 worker JoLynn Griffin she didn't have any days left for vacation. The Fulton County emergency center had barely enough workers to cover shifts. But Griffin went on a cruise anyway. She returned to find her job waiting, her personnel file shows, just as it had been when she'd missed work before. Chronic absenteeism and tardiness are among the center's most vexing problems, records and interviews suggest, accounting for roughly a quarter of all personnel infractions and aggravating a staffing shortage that can mean marathon shifts for the dispatchers who do show up. Griffin is one of scores of Fulton 911 employees who racked up roughly 280 sanctions for arriving late or not at all -- often on multiple days -- a database of personnel actions since January 2004 reveals. The problem is likely worse; officials say their data is not comprehensive.

No-shows were counseled, warned and occasionally suspended. But they were rarely fired, data show. Some workers accumulated long disciplinary histories that included 911 call errors as well as absences, and they weren't terminated, according to personnel files. "It appears that certain violations of performance were tolerated or forgiven, for lack of a better word, in order to maintain the staffing required to operate the center," said Lynne Riley, a Fulton commissioner. Losing trained employees wasn't an attractive option for the 911 center. In recent weeks, as many as a third of the center's total positions have sat vacant. Deputy County Manager **Rob Hernandez** said staffing shortages are common at 911 centers, but Fulton's center needs to train more new workers and improve retention. A county consultant should address discipline problems such as absenteeism, he said. "In general, discipline was used like a tool -- a management tool -- rather than as a last resort," he said. "It may have lost its intended effect."

Data show at least eight 911 workers have been sanctioned 10 or more times for playing hooky or walking in late since 2004. Migraines, oversleeping and not feeling well were regular excuses, files say. Employees also blamed a pet illness, panic attack, traffic, getting back in town late, driving a child to school, car problems and a broken toilet. Even current center director Crystal Williams has filed her share of tardy slips, records show, citing late starts, trouble finding parking, feeling ill and, on at least three days, alarm clock malfunctions. Reached by phone, she declined to comment. Former 911 center employees said chronic tardiness and absenteeism led to feuding among staffers. Cassandra Eloi said that during her year at the center it was common to be held over for extra work because others failed to show. Those who did come in often worked 12 to 16 hours straight, she said. "You are running a 911 center on minimal staffing every day," said Eloi, who was fired for being rude to callers. "You have calls holding. You have calls dropping, every day."

Griffin left without permission for the cruise and two other short vacations between September 2003 and March 2004 -- in addition to taking dozens of sick days and showing up late at least 14 times, records show. Alfred "Rocky" Moore, the center's director at the time, wrote in a March

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

2004 letter that he was considering dismissing her. "Your personal vacation [cruise] did not justify an emergency vacation," he wrote. But Griffin hung on, volunteering for a demotion instead. Her tardiness continued. One night in January 2006, the call center sent a Fulton sheriff's car to pick her up for work because she had car trouble, records show. Later that year, she was suspended after supervisors said an error she made delayed response to a fire call. She took disability retirement in mid-2007.

Griffin, a 23-year center veteran who was called "an excellent supervisor" in a 1995 job review, said in an interview she disputes that she caused a delay on the fire call, or that her unpaid leave resulted in a staffing shortage that couldn't be covered. She said she was singled out for infractions that others -- including supervisors -- also committed. She felt Moore had a grudge against her. "There was no reason to deny me," Griffin said of her vacation requests. "It's not like I didn't do my share of covering for people, either."

Other workers also complained discipline was not handed out evenly. "There are subjects who manage to be sick every payday weekend and never receive any type of discipline from your same staff," communications officer Francesca Pearson wrote in an April memo to Moore. Pearson could not be reached for comment for this article. Morale was low. After a supervisor threatened one employee with suspension for tardiness, she responded: "go ahead and suspend me that's one less day that I have to work here," a note in her personnel file said. Moore, who was reassigned, did not return three phone messages seeking comment.

The 911 center hasn't lacked the money to fill vacancies. For the past three years, the center -- funded by fees tacked onto phone bills -- has ended the year with excess cash in its salary account, records show. In 2007, it finished nearly \$1 million richer than it started. Instead, **Hernandez** said the center appears unable to keep up with attrition. Some drop out during the intense six-month training period. Others start but find the pressure and night shifts unworkable. Child care and worries about job security as some cities encroach on Fulton's call territory are also factors, he said. He said he does not want to second-guess center managers on their handling of absent employees. But it is a serious problem. "I know my boss would consider that to be job abandonment," he said.

Data analysts John Perry and Megan Clarke and staff writer Cameron McWhirter contributed to this article. 32 emergency calls delayed. Six of those calls were delayed more than 20 minutes. * 23 instances of employees being orally abusive, fighting, being unprofessional or disruptive in the call center. 34 write-ups for poor customer service. 9 instances of dispatchers sleeping on duty. 280 write-ups of not showing up to work or showing up late. 147 write-ups for not meeting monthly standards for speed and safety by the department. * Numbers based on a review of the incomplete database of disciplinary actions against employees at Fulton County's 911 center.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

Sun Sentinel - Fort Lauderdale (FL)
April 29, 1997

Conditions for Planned Shelter don's Allay Fears

Author: *Robin Benedick*

No matter how many conditions the city puts on the proposed homeless shelter on West Sunrise Boulevard, they won't appease nearby property owners who worry about transients congregating near their homes, businesses and public parks. "Those conditions won't keep vagrants from wandering around the neighborhoods," said Fort Lauderdale Vice Mayor Tim Smith, who is among the shelter's harshest critics. "Unless there are incredibly stringent rules that you can only go in by vehicle and leave by bus, that neighborhood is going to be overrun."

Smith and neighborhood leaders are hoping to derail Broward County's plans for a \$7.7 million shelter at 600 W. Sunrise Blvd. Their first chance comes at a special meeting of the city Planning and Zoning Board at 6:30 p.m. Wednesday at City Hall, 100 N. Andrews Ave. The board's recommendation goes to city commissioners for hearings. One of the conditions the city wants to put on the proposed 200-bed homeless assistance center is that it accept no walk-ins - only tenants who are referred there by an agency or police. That means homeless people now accustomed to staying the night at Tent City, the dingy open-air camp in a downtown parking lot, won't get into the new shelter without referrals.

Opponents are pushing the planning board to delay approval until Broward hires a not-for-profit group to run the center and community leaders raise \$3 million in private donations for the project. The shelter is expected to be completed in 18 months once city approvals are granted. Broward County's architect, Edward Seymour, has designed a two-story shelter patterned after one in Miami. The building would face Sunrise Boulevard, but entrances and parking would be at Northwest Sixth and Seventh avenues. The fenced campus would have separate men's and women's dormitories with room for families, classrooms, a medical clinic, day-care center, dining hall and courtyard.

City planners are recommending approval with these conditions:

- Availability: Center must give priority to Fort Lauderdale's homeless who are within two miles of the center.
- Security: Center must pay for 24-hour security inside and outside the campus.
- Curfew: Center must require tenants to be inside from 8 p.m. to 7 a.m. daily. Exceptions would be made for school or work.
- No walk-ins: Center must not accept people without a referral. Center also must establish a no-loitering policy on the property and post signs.
- Citizen board: Center must set up a neighborhood advisory board.

County officials said they were designing a shelter that wouldn't be a magnet for uninvited homeless people. "The word will quickly get out among the homeless that this facility does not accept walk-ins," said **Rob Hernandez**, Broward County's assistant director of Human Services. With more than 5,000 homeless people in Broward, the shelter is billed as the first of several to

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

address a growing problem that could get worse under new federal and state welfare reforms. Homeless advocates worry that police will enforce trespassing and other city laws too eagerly to chase transients from public places. "Being homeless is not a crime and it shouldn't be that they go to jail for that," said Dianne Sepielli, a member of the county's homeless advisory board.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

Sun Sentinel - Fort Lauderdale (FL)
March 13, 1994

New Refugees like Broward Cuban Immigrants Find more Opportunities, Less Congestion
Author: *Lyda Longa*

When Geovanny Montes de Oca and 11 of his friends set sail from Havana for the United States aboard a rubber raft in October, Montes de Oca's friends couldn't stop talking about Miami. But after the men were rescued by the U.S. Coast Guard and taken to Key West, Montes de Oca set his sights on a different place: Broward County. His relatives had described Broward as an area where plenty of opportunities could be found. "I like Miami, but up here, there's less congestion and life is more relaxed," Montes de Oca said in Spanish. "I love it here because I'm learning English, I have a job and I even got a car," he said. Montes de Oca works at the Fort Lauderdale-Hollywood International Airport's catering service. Montes de Oca, who lives with friends in west Hollywood, is not alone. In the past six months, a colony of about 50 or 60 Cuban rafters has taken root in Hollywood and Fort Lauderdale.

The reason is simple: The rafters believe that employment and housing are easier to get in Broward than in Dade County. Historically, rafters have flocked to Dade County because they felt more comfortable among their Cuban countrymen, said **Roberto Hernandez**, executive director of Hispanic Unity of Florida. But that's changing. "Lately, the rafters have learned that in Broward there is less congestion and a better chance of finding a job," **Hernandez** said. "Many of them also have friends and family in the area who have told them that Broward County has less Hispanics and less competition for work."

According to the 1990 U.S. Census, there were roughly 109,000 Hispanics in Broward County compared to almost 1 million in Dade. Of those, there were 24,000 Cubans in Broward and almost 570,000 Cubans in Dade. Hector Nodarse, 29, heard about Broward County when he was still in Havana earlier this year. Nodarse was a sound technician with El Ballet Nacional de Cuba - the Cuban National Ballet. "I like the hustle and bustle of Miami because it reminds me of Havana, but I already have a job here {in Broward}," Nodarse said. "Broward is a little too quiet for me, but I'll get used to it."

Brothers Roberto and Raydel Rivera of Dania are two more Cuban rafters who ended up in Broward. The Riveras arrived in Miami aboard a rubber raft in December; they came from the Cuban port town of Mariel. Both are learning English at a night school in Hollywood. "I lived in Miami for about a month before I came to Dania, and I tell you life is better here," Roberto Rivera, 22, said in Spanish. "I'm learning English, I just got my driver's license and soon, I know I'll have a job. Once I get that I'll get my own apartment. Life is good here."

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

Sun Sentinel - Fort Lauderdale (FL)
February 22, 1994

Planned Center may Help Elderly Hispanics

Author: *Lyda Longa*

Inez Carrascillo is an elderly Hispanic woman who wants somebody to talk to. When you're 76 and the only language you speak is Spanish, it's hard to make friends in a neighborhood filled mostly with young working Anglos. Soon, Carrascillo, who is Cuban, and other elderly Hispanics in Broward County could have a place to spend time together, working on arts and crafts and chatting in Spanish.

Roberto Hernandez, director of Hispanic Unity of Broward, said he hopes to open the county's first senior center for Hispanics in the next few months. The proposed center, which would be in Hollywood, would provide activities, meals, transportation and companionship for Broward Hispanics over 60. The 1990 U.S. Census estimated there were 11,891 elderly Hispanics in the county. "There is no single place in Broward County where elderly Hispanic people can go just to talk and relax with their peers," **Hernandez** said. "When you reach a certain age, you want to be with other people who share a similar culture and can understand you."

Hernandez, 27, has applied for a \$100,000 county grant that would pay for four full-time employees for the planned center. Last year he purchased a 7,000-square-foot building at 5840 Johnson St. for the center with the help of a grant from the city of Hollywood. Edith Lederberg, executive director of the Area Agency on Aging, said she has promised **Hernandez** that her organization would provide meals for the center once it opens.

Although there are a handful of senior centers scattered throughout the county, Lederberg and other social service officials agree that none cater specifically to Broward's Hispanic elderly. "We have several senior centers throughout the county, but elderly Hispanic people won't go there because they feel uncomfortable and out of place," Lederberg said.

That feeling is not limited to elderly Hispanic people. Gema **Hernandez**, a sociologist and associate professor at Nova University's School of Business, said the sentiment is shared by most elderly people of varying ethnic backgrounds. "As we age, most of us have a need to return to our ethnic roots," **Hernandez** said. Carrascillo, who stays alone during the day in her west Hollywood home while her daughter and grandchildren go to work and school, said she needs someone to interact with during those long hours.

Research Compiled by: Amanda Dillabough
 Colin Baenziger & Associates

Appendix D

St. Johns County, FL Resolution Thanking CB&A for Its Outstanding Service

RESOLUTION NO. 2007-23

**A RESOLUTION OF THE COUNTY COMMISSION
OF ST. JOHNS COUNTY, FLORIDA, THANKING
COLIN BAENZIGER & ASSOCIATES FOR ITS
OUTSTANDING EFFORTS IN CONDUCTING THE
EXECUTIVE SEARCH FOR THE COUNTY'S NEW
ADMINISTRATOR; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, St. Johns County retained Colin Baenziger & Associates (CB&A) to identify and recommend strong candidates to be the County Administrator;

WHEREAS, CB&A's staff worked diligently to find and produce excellent candidates, and then provided the County Commission with comprehensive materials concerning the candidates' aptitude, experience, background, complete and thorough interviews, references, extensive checks of criminal, civil and financial history, verification of employment and education, and exhaustive reviews of Internet and newspaper archives of these candidates; and

WHEREAS, CB&A's process was completely open, fair and unbiased and was extremely well received by the County Commission, county staff, the press, and the public; and

WHEREAS, the County Commission wishes to express its gratitude to Colin Baenziger & Associates for its efforts on behalf of the county;

**NOW BE IT THEREFORE RESOLVED BY THE COUNTY COMMISSION OF
ST. JOHNS COUNTY, FLORIDA AS FOLLOWS:**

Section 1: Recitals. The preceding recitals are true and correct and are incorporated herein by this reference.

Section 2: Acknowledgement. The County Commission wishes to express its sincere appreciation and gratitude to Colin Baenziger & Associates for its outstanding work and effort in assisting the county in finding its County Administrator.

Section 3: Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 21 day of August, 2007.

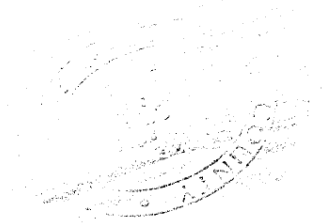
ATTEST: Cheryl Strickland, Clerk

**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**

By: Pam Halterman
Deputy Clerk

By: Ben Rich
Ben Rich, Chairman

Rendition Date: 8/23/07



Appendix E

Comments from Dale Martin on CB&A's Vetting Process

Fernandina Observer™

A JOURNAL OF NEWS AND OPINION

Weekly comments from Dale Martin

By Dale Martin, City Manager, City of Fernandina Beach

March 18, 2016 1:00 a.m.

The vetting process employed by Mr. Colin Baenziger following my application to the City of Fernandina Beach was the most thorough review of my career, credentials, and references that I have ever experienced. In the months leading to my appointment here, I was interviewed in several other communities for similar City Manager positions. Despite getting to the interview stage in those communities, none of my references ever indicated to me that they had been contacted. As part of the selection process here, I was required to provide an exhaustive list of references, some very specific, such as my current Town Attorney, auditor, Chamber of Commerce, etc. To the best of my knowledge, every single reference provided was contacted.

The historic information provided to the City Commission for each candidate was extensive. Reading through the older newspaper articles rekindled so many memories- the personalities and issues from earlier days illustrate some peaks and valleys over the past twenty years. It has been a wonderful ride.

Note: Mr. Martin reminisces about his career for the remainder of the article. The full article can be found at:

<http://fernandinaobserver.com/2016/03/18/weekly-comments-from-dale-martin-5/#more-65218>



**CITY OF SEASIDE
PROFESSIONAL SERVICES AGREEMENT
Executive Recruitment Services for City Manager
Recruitment**

This agreement is made by and between the City of Seaside (City), and Colin Baenziger & Associates (Consultant).

- A. Engagement: The City agrees to engage the Consultant to provide executive recruitment services for the position of City Manager, as described in Exhibit A, for a fixed price of \$39,500, which includes all the expenses incurred in the search with the exception of a one-night hotel stay for the Colin Baenziger & Associates representative, to facilitate the final interviews. It is recommended the not to exceed fixed cost of the professional services agreement be \$39,650.
- B. Relationship: The Consultant is an independent contractor and is not an agent or employee of the City.
- C. Compensation: The City shall pay consultant professional fees for the executive recruitment services and one night lodging not to exceed the amount of \$39,650 (thirty-nine thousand six hundred and fifty dollars) and at the City Council's request, Consultant may provide additional services as outlined in the proposal for a not to exceed cost of \$150 (one hundred and fifty) per hour. See the professional fees and expenses outlined in Exhibit A.
- D. Method of Payment: The City shall pay within 30 days in accordance with Consultant's Fee Schedule, attached hereto in Exhibit A, upon receipt of a written invoice from Consultant detailing services rendered.
- E. Term: The term of this agreement shall commence on _____ and terminate June 30, 2025.
- F. Termination: This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.

- G. Indemnity and Limitation of Liability: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of services under this agreement. Consultant's duty to indemnify and hold harmless City shall not extend to the City's sole or active negligence. Consultant's liability to the City and any other party for any losses, injury or damages to persons or properties or work performed arising out of in connection with this Agreement and for any other claim, whether the claim arises in contract, tort, statute or otherwise, shall be limited to the amount of the total fees due to Consultant from City for the particular project assignment giving rise to the claim. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CONSULTANT SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, LOST PROFITS, OR PUNITIVE DAMAGES SUSTAINED OR INCURRED IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.
- H. Duty to Defend: In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this agreement, and upon demand by City, Consultant shall defend the City at Consultant's cost or at City option, to reimburse City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Consultant's negligent acts, errors or omissions. Payment by City is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and City, as to whether liability arises from the sole or active negligence of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely or actively negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.
- I. Insurance: Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as identified in Exhibit B as follows;

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed

in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than two years after completion of the services required by this agreement.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

J. Project Management. The City's Acting Human Resources Director/Risk Manager will represent the City for all purposes under this Agreement. The Project Manager will be Consultant's point of contact with respect to performance, progress and execution of the Services. The City may designate an alternate Project Manager from time to time.

K. Ownership of Work Product:

- a. Ownership of all imagery, reports, data, studies, surveys, charts, memoranda, and any other documents, which are developed, compiled, or produced as a result of this agreement, whether or not completed, shall vest with the City.
- b. Materials developed under this agreement are the property of the City and may be used by the City as it sees fit, including the right to distribute, review or publish the same without limitation.

- c. The City agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans, specifications, drawings, maps, models, computer files and other documents for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

L. Assignment

- a. The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

M. Conflict of Interest

- a. Consultant shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.
- b. If City determines Consultant comes within the definition of Consultant under the Political Reform Act (Government Code §87100 et seq.) Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing Consultant's and/or such other person's financial interests.

N. Miscellaneous:

- a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
- b. Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the City.
- c. This agreement shall be modified only by written agreement duly executed by the City and the Consultant.
- d. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- e. This agreement shall be governed by and construed in accordance with the laws of the State of California.
- f. All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

Wherefore, the parties have entered into this agreement as of the later of the dates stated below.

Approved:

Dated:

9/13/2024

Consultant: Colin Baenziger & Associates

By:

Colin Baenziger

Title: Owner & Principal

Address: 2055 S. Atlantic, DBS, FL 32118

Dated: _____, 2024

City of Seaside:

By Craig Malin
Title: City Manager

Attachments:

Exhibit A
Exhibit B

Consultant's Proposal
Insurance Requirements

COLIN BAENZIGER & ASSOCIATES
EXECUTIVE RECRUITING



**PROPOSAL TO PROVIDE EXECUTIVE RECRUITMENT SERVICES
FOR
THE CITY OF SEASIDE, CA**

Volume I: Proposal

Submitted on: August 29, 2024

Colin Baenziger & Associates

Contact Person:

Colin Baenziger (561) 707-3537
Colin Baenziger & Associates
2055 South Atlantic Avenue • Suite 504
Daytona Beach Shores, FL 32118
e-mail: Colin@cb-asso.com
Fax: (888) 635-2430

...Serving Our Clients with a Personal Touch...

PROPOSAL TO PROVIDE EXECUTIVE SEARCH FIRM SERVICES

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August 29, 2024

The Honorable Mayor Ian Oglesby, Mayor Pro Tem Dave Pacheco, and Councilmembers Rita Burks, Alexis Garcia-Arrazola, and Alex Miller
Attn: Ms. Samantha Alcaraz Sakhrani, Acting Human Resources Director/Risk Manager
salcaraz@ci.seaside.ca.us
City of Seaside City Hall
440 Harcourt Avenue
Seaside, CA 93955

The Honorable Mayor Oglesby, Mayor Pro Tem Pacheco, and Councilmembers Burks, Garcia-Arrazola, and Miller:

Colin Baenziger & Associates (CB&A) would like to thank you for the opportunity to submit this proposal to assist in finding your next City Manager. While selecting key personnel is never easy, CB&A has developed a problem-free process that has been tested across the country and found to be extremely effective.

CB&A is a municipal recruiting firm with a national reach. We have conducted assignments from Florida to Alaska and Maine to California. We pride ourselves on providing not just high-quality results, but, equally important, providing a great deal of personal attention to each of our local government clients. To conduct a proper recruitment, we feel the project manager must do more than just drop by occasionally. He/she must get to know the appropriate government officials and the community firsthand. That effort takes time, but it is the only way to ensure the candidates we recommend are well qualified and a good fit for your community. As a result, we only take a few clients at a time and focus on getting the job done properly. Further, we routinely complete our work in sixty to ninety days. This timeframe includes preparation of recruitment and advertising materials, candidate outreach, candidate screening, finalist interviewing, and selection. We also offer one of the better warranties in the industry.

Nationally we have found City Managers for Ankeny, IA; Bellevue, WA; Doraville, GA; Fayetteville, NC; Portland, ME; Roanoke, VA; Scottsdale, AZ; Tacoma, WA; Thornton, CO; and Winchester, VA. We have also found the Borough Manager for Matanuska-Susitna Borough,

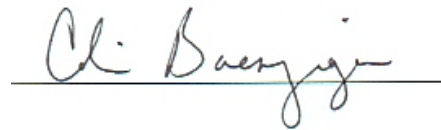
Alaska (a county the size of West Virginia) as well as County Managers for Brevard County, FL; Clackamas County, OR; Clay County, FL; El Paso County, TX; James City County, VA; Polk County, IA; St. Lucie County, FL; St. Johns County, FL; and Union County, NC.

Some of our current searches include City Managers/Administrators for Crystal River, FL, Davenport, IA, Eagle Mountain City, UT, Fernandina Beach, FL, and Fruitland Park, FL; Assistant County Manager for Douglas County, NV; City Attorneys for Deltona, FL and Moline, IL, and a Human Resources Director for St. Johns County, FL.

Those authorized to bind the company are myself, Colin Baenziger, Senior Consultant Scott Krim, and Senior Vice President for Operations Lynelle Klein.

We look forward to formally presenting our credentials and working with you in the near future. If you have any questions, please feel free to contact me at (561) 707-3537.

Sincerely,



Colin Baenziger
Principal / Owner

...Serving Our Clients with a Personal Touch...

I. Qualifications and Experience of the Firm

The Firm, Its Philosophy, & Its Experience

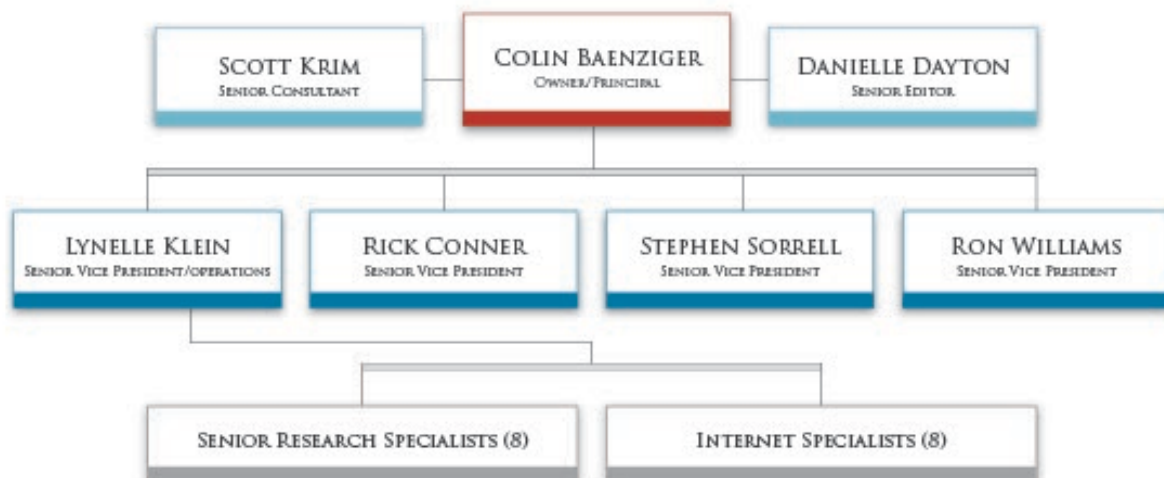
Colin Baenziger & Associates (CB&A) is a nationally recognized executive recruiting firm established in 1997 and owned and operated by Colin Baenziger. We are a sole proprietorship headquartered in Volusia County, FL with satellite offices in Grand Junction, CO, Live Oak, FL, Ogden, UT, and Pensacola, FL. As a sole proprietorship, we are not registered with any state as a corporation, foreign or otherwise.

Colin Baenziger & Associates' outstanding reputation is derived from our commitment to the quality of our product and the timeliness of the delivery. Further, our work is not done until you are fully satisfied. That means we go the extra mile and, at times, expend more effort and energy than originally anticipated in our action plan. When we do so, we do not ask for more than the originally quoted price. We feel you are hiring us as your experts and once a contract is signed, we have an obligation to fulfill its requirements with excellence, on time, and within budget. We simply do not believe in unforeseen circumstances.

Since beginning our executive search practice in 1998, we have conducted searches for clients in thirty-four states. Overall, we have sought over 230 CEOs for cities, counties, and special districts. We have also conducted over 415 searches overall. The basic approach outlined herein has been refined to the point where it is problem-free.

Technical Capabilities and Organizational Structure

Colin Baenziger & Associates has developed its business model over the past 26 years, and it has proved to be extremely effective. Our work has focused primarily on Executive Search and our staff is extremely capable and experienced. See Section III for more details. The structure of our firm is outlined below.



I. Qualifications and Experience of the Firm (continued)

Completion of Projects within Budget

Colin Baenziger & Associates is proud of its record of completing searches within budget. Once we quote a price to the client, that price is what the client will pay, no matter how difficult the search is or what circumstances may develop. ***We have never requested anything beyond the originally quoted price, even when we were probably entitled to do so, and we never will.***

Completion of Projects on Schedule

Colin Baenziger & Associates routinely completes its assignments within ninety days. Further, since CB&A began performing recruitments, ***it has never missed a significant project milestone.***

Diversity

CB&A has extensive contacts with individuals and organizations representing women and minorities. We are thus able to identify and bring a diverse group of finalists to the City. The proof is that since 2012, 38% of the candidates selected as semi-finalists have been females and/or minorities. Some years have been as high as 52%.

Prior Names and Litigation

Colin Baenziger & Associates has always operated under its current name and has never been involved in any litigation, except to testify as an expert witness on behalf of one of the parties. Our performance has never been questioned nor have we or any of our clients been involved in any legal action as a result of our work.

Insurance

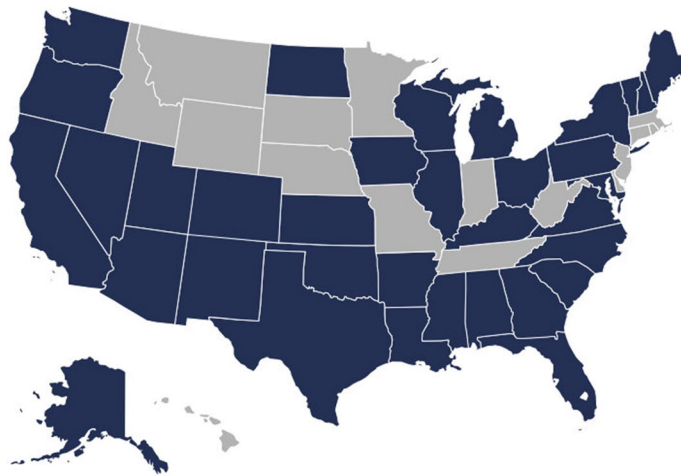
To protect our clients, Colin Baenziger & Associates maintains the following insurance coverages: (1) general liability insurance of \$2 million combined single limit per occurrence for bodily injury, personal injury, and property damages, (2) automobile liability insurance of \$1 million per accident, and (3) professional liability insurance of \$1 million per occurrence and \$2 million aggregate. Further, we carry the required workers compensation insurance for all our employees.

I. Qualifications and Experience of the Firm *(continued)*

Geographic Reach

Since initiating its search function in 1998, CB&A has become a nationwide recruiting firm. See Figure I below for the states we have conducted searches in 35 states. A complete list of our searches can be found in Appendix A.

Figure I: We have served clients in the states highlighted in blue.



II. Proposed Work Plan

The following search methodology has been refined over the past twenty-six years and is virtually foolproof. That said, we will integrate any ideas you have into the process to the extent possible. Our goal is to ensure you have the right people to interview as well as all the information you need to make the right decision.

Phase I: Information Gathering / Needs Assessment / Brochure Preparation

Task One: Needs Assessment

An important part of the recruiter's work is selling the community to the very best candidates (including those who are not actively looking for the next job) while providing an honest portrayal of the community and the opportunity. As such, CB&A must first determine the needs of the client and the characteristics of the ideal candidate. Our approach is as follows:

- Gather information from the jurisdiction, its website and other sources;
- Interview the elected body and other key parties (such as City staff). Our goal is to develop a strong sense of your organization, its leadership, its short- and long-term expectations, and its challenges;
- Determine the characteristics of the ideal candidate. These will include experience, longevity, education, personality, demeanor, skills, and achievements as well as other items you and the community consider important;
- Determine a reasonable compensation package; and
- Finalize the timeline with the City so both the elected body and the candidates will know when the interviews will be held and when they need to be available.

If the City wishes, we will gladly incorporate meetings with other stakeholders (such as the business community, non-profit organizations, the religious community, and so on) to gather their insights. We can also solicit the input of your residents through an on-line survey.

Task Two: Develop Position Description and Recruitment Materials

Based on the information we gather, CB&A will next develop a comprehensive recruitment profile for your review. We will then incorporate any additional suggestions you may have and finalize the document. A sample profile is included as Appendix B. Other examples can be found on our firm's website under the "Executive Recruitments" / "Active Recruitments" tabs.

II. Proposed Work Plan (Continued)

Phase II: Recruitment

Task Three: Recruit Candidates

CB&A uses a number of approaches to identify the right people for your position. We say people (and not person) because our goal is to provide you with six to ten outstanding semi-finalists. You then select the top three to five people to interview and ultimately choose the candidate who is the best fit with you and your community. The approaches we use are:

- ***Networking:*** The best approach is diligent outreach. We will network with potential candidates and consult our database of government professionals. As we identify outstanding candidates (many of whom are not in the market), we will approach them and request that they apply. Often excellent candidates are reluctant to respond to advertisements because doing so may alienate their current employers.
- ***Advertising:*** While we will network to find the best, we will not ignore professional organizations and trade press which sometimes yield strong candidates. These might include the International City/County Management Association, California City Management Foundation, Municipal Management Associations of Northern and Southern California, LinkedIn, and sites aimed at female and minority candidates.
- ***CB&A Website:*** We will also post the recruitment on our website, www.cb-asso.com. With our reputation, many candidates consult it regularly.
- ***Email:*** We will e-mail the recruitment profile through our listserv of over thirteen thousand managers and professionals who are interested in local government management positions. One of the advantages of e-mail is that if the recipient is not interested, he/she can easily forward the recruitment profile to someone else who may be interested.

We generally do not use local newspapers, national newspapers, or generic websites because while they produce large numbers of applications, they generally do not produce the caliber of candidates we are seeking. If the City wants to have ads placed in these venues, it will need to bear the cost.

Phase III: Screening and Finalist Selection

Task Four: Evaluate the Candidates

Based on our most recent recruiting efforts, we anticipate receiving resumes from forty to sixty applicants. We will use the information we developed in Phase I to narrow the field. Selecting strong candidates is, in reality, more of an art than a science and a mixture of in-depth research and subjective evaluation. While we consider standard ranking factors and the elements of the job, ultimately the most important factor is who we believe will be an outstanding fit with the City and the community as your next City Manager.

II. Proposed Work Plan (Continued)

Specifically, our efforts will involve:

Step One. Resume Review. CB&A will evaluate all resumes and identify the eight to fifteen candidates of the highest quality.

Step Two. Screening Interview. Our lead recruiters, and possibly other senior representatives of the firm, will interview each of the top candidates. Using what we learned in Phase I and our experience as managers and recruiters, as well as our unique ability to assess candidates, we will determine whether to consider each candidate further.

Step Three. Evaluate the Best Candidates. We will conduct thorough research into the backgrounds of the best six to twelve candidates. Specifically, CB&A will:

- **Ask the Candidates to Prepare a Written Introduction:** We will ask the candidates to answer a series of questions about themselves as an adjunct to their resumes and cover letters. By so doing, (1) the candidates can tell their story *in their own words* and balance the negativity that is so often characteristic of the press, and (2) the City to evaluate the candidates written communication skills.
- **Interviews of References:** We provide the candidate with a list of references with whom we wish to speak. These will include current and former elected officials, the municipal attorney, the external auditor, staff members, peers, news media representatives, the director of the local chamber of commerce, community activists, the Human Resources Director they work with, and others who know the candidate. All told, the list will include approximately 20 individuals. We will also attempt to contact some individuals who are not on the candidate's list. Typically, we reach eight to twelve people and prepare a written, approximately page long summary of each conversation.
- **Legal Checks:** Through our third-party vendor, American DataBank, we will conduct the following checks: criminal records at the county, state, and national level; civil records for litigation at the county and federal level; motor vehicle records; and bankruptcy and credit. As an aside, while only police departments have access to the gold standard for criminal records (the NCIC database), our vendor has developed a very reliable substitute.
- **Search the Internet, Newspaper Archives, and Social Media:** Virtually every local newspaper has an electronic archive that provides stories about perspective candidates, the issues they have dealt with, how they resolved them and the results. These articles can also provide valuable insights into the candidate's relationship with the public and the governing body. Of course, not all news sources are unbiased, and we consider that in our evaluation. Further, we will review the candidate's social media accounts.
- **Verification of Education and Work History:** We will verify all claimed educational degrees, as well as the candidate's work history for the past 15 years to ensure the candidate has been completely forthright.

II. Proposed Work Plan (Continued)

- **Candidate Disclosure Statement:** We ask candidates to disclose anything controversial in their background that we need to be aware of. While it is unlikely that they will disclose anything we are not already aware of at this point, we believe redundant checks are beneficial.

As part of our efforts, we will crosscheck sources, search for discrepancies, and resolve them. When sensitive or potentially embarrassing items are discovered, they will be thoroughly researched. Depending on what we discover, we may decide to drop the candidate or to present them with an explanation.

Note: We firmly believe that all background work and checks should be completed prior to presenting them to you. That way you will know the individuals you select to interview are all top performers and do not have anything embarrassing in their pasts that might come to light after selection. It also means that once you have made a selection, you can move forward promptly, negotiate a contract and make an announcement.

Task Five: Preparation and Presentation of Candidate Materials

CB&A will select six to ten candidates and present them for your consideration as finalists. We will provide you electronically a complete written report for each recommended candidate which will include: the candidate's cover letter, resume, introduction, references, background checks and internet / newspaper archive search results. A complete sample candidate report is included as Appendix C. We will also provide advice on interviewing, a series of questions the elected officials may wish to ask (as well as outlining questions that are not appropriate to ask), and some logistical information.

Task Six: Finalist Selection

Approximately a week after the City has received the candidate materials, CB&A will meet with the elected officials to discuss our findings and to select finalists (ideally five with an alternate) to be invited to interview.

Task Seven: Notify All Candidates of Their Status

We will notify the finalists by telephone and give them the opportunity to ask additional questions. Additionally, we will provide them with information concerning the interviews and travel if necessary.

CB&A will also contact those not selected to be interviewed. Part of the notification will include advice concerning their application materials, even though they were not selected to go forward, they will have gained something valuable from participating in the process.

II. Proposed Work Plan (Continued)

Phase IV: Coordinate the Interview Process and City Manager Selection

Task Eight: Coordinate the Candidate Assessment Process

Prior to the interviews, we will recommend an evaluation process including mechanisms to assess the candidates' communication skills, interpersonal skills, and decision-making skills. Typically, we suggest the Council observe the finalists in three settings: a social setting (since the selected candidate will frequently represent the City at community functions), one-on-one interviews, and a Council meeting.

Day #1: The finalists are given a tour of the community by a knowledgeable staff member or resident. Communities often also include a reception with the City's senior staff at this point.

Later, that evening, the Council can host a reception for the candidates. The purpose is to observe how the finalists respond to a social situation. As noted, your next City Manager will, after all, represent your local government in a variety of venues. It is thus important to know how the individual will respond to your citizenry. The reception also serves as an icebreaker whereby the Council Members and the candidates get to know one another informally.

Day #2: The next morning, each candidate will interview individually with each Council Member for approximately 40 minutes. These meetings provide you with an opportunity to assess how the candidates might interact with you on an individual basis. Ultimately, Managers succeed or fail based on their interaction with the Council and its individual members. One-on-one interviews are an excellent way to test that interaction.

After lunch, the Council, as a group, will interview each finalist one at a time for approximately 30 minutes. Part of the interviews might include a PowerPoint presentation, so the Council can observe the candidates' presentational skills.

We recommend you invite the finalists' spouses to the interviews, so they can become familiar and feel comfortable with the community.

Finally, if it would make you feel more comfortable, we can recommend several third-party management and personality assessment tools that the City can use to provide additional input. They are available at a relatively small cost and are not included in our fee.

Task Nine: Debriefing and Selection

After the interviews are completed, we have developed a simple methodology that moves the elected body quickly and rationally to selecting your next Manager.

II. Proposed Work Plan (Continued)

Phase V: Negotiation and Continuing Assistance

Task Ten: Notification, Contract Negotiations and Warranty

If requested, we will assist in the employment agreement negotiations. Generally, a member of the elected body and the attorney conduct the actual negotiations while we provide advice and assistance concerning the compensation package and contract. We can also take the lead role in the negotiations if desired. We have a standard contract you are welcome to use with the selected candidate. Your attorney, of course, will prepare the final contract. Since the basic parameters will have been discussed with the candidates, and the candidates have been thoroughly vetted, we expect prompt agreement.

Task Eleven: Continuing Assistance

Our work is not done when the contract is executed. We will stay in touch with you and your new City Manager. Our goal is to be there to assist in resolving any issues that arise before they become intractable. We simply feel it is part of our job to ensure a successful relationship.

Communications: We will provide weekly reports about the status of the search, in writing or by phone, depending upon your preference. At significant milestones we will make the reports in person. We are also available at any time, day or night, to address any questions you have along the way. To do so, we will provide you with our cellphone numbers and you should feel comfortable contacting us whenever you have a question whether it is directly related to the search or, for that matter, anything else related to local government. We are, in addition to being exceptional recruiters, students of local government, and can often provide insights and names of parties who have dealt a wide variety of issues, often with innovative solutions. We want to be responsive and to assist in any way we can.

The City's Obligations

The City will be responsible for providing the facilities for the interview process, coordinating lodging for candidates from outside the area, and making arrangements for the reception. The City will also be responsible for reimbursing the candidates (and spouses, if invited) for all expenses associated with their travel, meals, and incidentals for the interview process.

II. Proposed Work Plan (Continued)

Proposed Project Schedule

The following is the schedule we would suggest and assumes CB&A is selected to complete the search on September 19th. It can be adjusted based on the availability of the Mayor and Council.

Phase I: Needs Assessment / Information Gathering

- September 27th: CB&A begins meeting with the Council Members and other stakeholders to understand the job and its challenges.
- October 8th: CB&A submits the draft of the full recruitment profile to the City for its review.
- October 15th: City provides comments on the recruitment profile.

Phase II: Recruiting

- October 18th: CB&A posts the full recruitment profile on its website and submits it to the appropriate publications. It is also e-mailed to over 13,500 local government professionals.
- November 8th: Closing date for submission of applications.
- November 13th: CB&A reports on the results of the recruitment.

Phase III: Screening, Reference Checks and Credential Verification

- December 17th: CB&A forwards its reports and materials to the City for the recommended candidates. These will include the candidates' cover letters, resumes and introduction as well as the results of our reference, background, and Internet/newspaper archives/social media checks.
- December 23rd: City selects approximately five finalists and an alternate to interview.

Phase IV: Interview Process Coordination and City Manager Selection

- January 2nd: City holds reception for the finalists.
- January 3rd: One-on-one and full Council interviews and decision.

Phase V: Negotiation, Warranty & Continuing Assistance

- Post-Selection: CB&A works with City representatives and the selected candidate on an employment agreement.

III. Proposed Project Team

Project Team and Involvement

Colin Baenziger & Associates has assembled an outstanding project team to serve your needs.

Colin Baenziger will have overall responsibility for the execution of the search. Mr. Baenziger has spent ten years in local government as a senior manager and over 30 years as a consultant. In addition to his 25 years in executive search, he specialized in operational reviews of governmental agencies and private sector clients such as the Recording Industry Association of America, and the Marriott Corporation. Mr. Baenziger has a master's degree with distinction in public administration from Cornell University's Graduate School of Management, and a Bachelor of Arts degree from Carleton College. He is also active in the International City Management Association and the Florida City and County Management Association.



Lynelle Klein, Senior Vice President for Operations, is a skilled professional with extensive expertise in executive search. Starting as a research assistant with CB&A 12 years ago, she has now firmly established herself as the number two person at CB&A. Prior to joining the firm, she worked primarily in the private sector providing financial and administrative services. Ms. Klein has an associate degree from Brigham Young University in Rexburg, Idaho. She currently resides in Mesa County, CO.



Stephen Sorrell, Senior Vice President, brings over 35 years of management and technical experience in municipal, county, state, and special district agencies in addition to his work with Colin Baenziger & Associates (CB&A). Some of the leadership positions Steve has held include serving as Executive Director, Emerald Coast Utilities Authority in Pensacola, Florida, and as City Manager, Director of Public Safety, Assistant City Manager, and Director of Finance, all for Hamilton, Ohio. He is a P.E. and earned a Bachelor of Science in Civil Engineering Degree from the University of Dayton, Ohio, and Master of Public Administration Degree from the University of Cincinnati, Ohio. He is a member of the International City/County Management Association, Florida City/County Management Association, Florida Finance Officers Association, American Water Wastewater Association, President of the Exchange Club, President of the Safety Council, Chairman of the Neighborhood Watch Program, and served on the Board of Directors for Senior Services and the Chamber of Commerce. One day, he hopes to slow down – just not yet.



III. Proposed Project Team *(continued)*

Ron Williams, Senior Vice President. While Mr. Williams is technically relatively new to CB&A, he worked with the firm in its infancy and helped develop the operating methodology that has led to our growth and success. His public sector career began as a budget analyst for the City of Miami and culminated as the City Manager for Palmetto Bay (an affluent suburb of Miami, FL with 24,000 residents) and then for Live Oak (a rural city of 7,000 about 100 miles west of Jacksonville, FL). Along the way, he served in high level positions in the juvenile justice, public works, and general services. What excites him now is finding the people you need to fill your key positions, and he is exceptionally good at it. Ron has a Bachelor of Science in Management and a Master's Degree in Public Administration from the University of West Florida. He has also taught at Miami Dade College and in the County's public school system.



Rick Conner, Senior Vice President, has over 30 years of experience in executive recruiting and in local government (serving as a city manager in Florida and Texas) as well as a public works and utilities director. That experience provides him with an excellent perspective of the needs of local government operations and staffing. Rick earned Bachelor of Science Degrees in Business Administration and Engineering from the University of Missouri. He is a Registered Land Surveyor and a Professional Engineer in Missouri, as well as a Professional Engineer in Florida, Tennessee, and Texas. In his spare time, he invents scuba diving equipment and accessories.



G. Scott Krim, Senior Consultant, has 20 years' experience in the public and private sectors and offers an abundance of managerial and analytical experience. He is a versatile leader with proven expertise in operations optimization, personnel selection and retention, and internal / external stakeholder relationships. Prior to joining our firm, Scott worked for five years in Utah's District Courts. He is a member of the Association for Public Policy Analysis & Management, the Society of Human Resource Management, and the American Communication Association. Scott has a Master of Public Administration (emphasis in state and local government) from Southern Utah University, and a Bachelor of Science in Organizational Communication from Weber State University in Ogden, Utah. Scott is a certified Professional and Technical Writer.



IV. References

City Administrator, Bradenton, FL (population: 55,509)

Contact: Mayor Gene Brown at (941) 932-9450, or
gene.brown@cityofbradenton.com

CB&A was hired in March of 2021 to find the next City Administrator for Bradenton, Florida. The City was in the process of transitioning from an Administrator type of government to a City Manager form. While they had done much of the preliminary work, they were waiting until the next Administrator was hired to complete the process. Our work included searching for just the right person, completing background checks, recommending finalists for the City to interview, and assisting with contract negotiations. *Rob Perry, former Chief Administrative Officer for the City of Albuquerque, New Mexico*, was selected. He remains with the City.



City Manager, Fircrest, WA (population 7,215)

Contact: Mayor Brett L. Wittner at (253) 312-8556 or bwittner@cityoffircrest.net

Brimming with Pacific Northwest charm, the City of Fircrest is known for its welcoming parks, popular festivals and recreation programs, peaceful neighborhoods, engaging Police Department, and charming small businesses. CB&A was hired right before Christmas 2022 to find their next City Manager. We began work on January 11, 2023. We created the recruitment profile, advertised the position, interviewed the candidates, conducted thorough background checks, and recommended finalists. The interviews were held on April 21, 2023. The Council had never been through an interview process quite like ours and were very complimentary of it. The City selected *Dawn Masko, former Finance Director for Pacific, WA*, and the City is well pleased with her performance. She remains with the City.



City Manager, Mill Creek, WA (population: 20,930)

Contact: Mayor Brian Holtzclaw at 425-745-1891 or
bholtzclaw@cityofmillcreek.com
Councilmember Melissa Duque at
mduque@cityofmillcreek.com

CB&A was selected in March 2022 to assist the City in finding its next City Manager. As part of our work, we interviewed the City Council to determine what they were looking for in a City Manager, conducted extensive outreach networking to local and regional governments, thoroughly researched the backgrounds of the top applicants, provided the materials to the City, and then coordinated the interview process. *Martin Yamamoto, former Deputy City Manager for Mill Creek, Washington*, was selected on June 28, 2022. He remains with the City.



IV. References (continued)

Candidate References

While it is important to deliver what the City expects, it is also important to keep candidates informed and to treat them with respect and dignity. Accordingly, we have provided references from five of those candidates.

Placement	Recruited To Be	Contact at
Dale Martin <i>Former City Manager for Winchester, CT</i>	City Manager, Fernandina Beach, FL <i>Appointed September 2015. He left in February 2023 and is currently the City Manager of Flagler Beach, FL.</i>	(904) 557-5047 dallmartin@yahoo.com
Eden Freeman <i>Former Assistant City Manager for Sandy Springs, GA</i>	City Manager, Winchester, VA <i>Appointed June 2014, she left in March 2020. She returned to Sandy Springs as the City Manager in January 2022.</i>	(404) 683-4816
Bryan Hill <i>Former Deputy Administrator for Beaufort County, SC</i>	Administrator, James City County, VA <i>Appointed July 2014. Hired as the Fairfax County, VA, CEO in January 2018.</i>	(843) 368-7458
Chris Morrill <i>Former Assistant City Manager for Savannah, GA</i>	City Manager, Roanoke, VA <i>Appointed December 2009. Hired as the Executive Director of the Government Finance Officers Association in 2017.</i>	(843) 368-7458
Raymond “Boz” Bossert, Jr. <i>Former Village Administrator for Port Edwards, WI</i>	General Manager, Sun ‘N Lake of Sebring Improvement District, FL <i>Appointed July of 2023 and remains with the District.</i>	(706) 215-4567

V. Fee and Warranty

Fee

CB&A offers a firm, fixed price of \$39,500, which includes all the expenses we will incur in the search with one exception. The City will make a reservation and pay for one night's stay for the CB&A representative in the same hotel as the finalists when they come to interview for the City Manager position so we can help facilitate the final stage of the recruitment process. The only other expenses the City will incur are those associated with bringing the finalists (and spouses, if invited) to interview with the City (travel, meals, hotel etc.). Bills will be rendered as the search progresses and due at the end of each Phase as indicated below:

Requested Services	
Phase I: Needs Analysis / Information Gathering	\$ 4,000
Phase II: Recruiting	16,000
Phase III: Screening	16,000
Phase IV: Interview Process Coordination and Selection	2,500
Phase V: Negotiation and Warranty	1,000
Firm, Fixed Fee Total*	\$39,500

If the City asks us to perform work that is clearly beyond the scope of this proposal, it will be billed at a rate of \$150 per hour. No such work will be performed without your written authorization. Please note, as previously stated, that we have never billed nor requested additional funds beyond our originally quoted fee – even when circumstances suggested we were entitled to them and where the work we performed extended beyond the scope of our assignment.

Warranty

Colin Baenziger & Associates offers one of the best warranties in the industry. We can offer it because we have confidence in our work. Provided we conduct the full search (Phases I-V), follows our recommendations, and selects from among the candidates we recommend, we warrant the following:

- 1) We will not approach the selected candidate for any other position as long as the individual is employed by the City.
- 2) If the selected individual leaves for any reason other than an Act of God (such as total incapacitation or death) within the first year, CB&A will repeat the search for the reimbursement of our expenses only.
- 3) If you are not satisfied with the candidates we present, CB&A will repeat the search until you are satisfied.
- 4) Our price is guaranteed and will not be exceeded for any reason, even if conditions change after the contract is executed.

VI. Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Candace Maloman	
Fulton Agency, Inc.		PHONE (A/C, No, Ext): (954) 510-4485	FAX (A/C, No):
660 E Hillsboro Blvd		E-MAIL ADDRESS: candace@fultonagency.com	
Ste 105		INSURER(S) AFFORDING COVERAGE	
Deerfield Beach FL 33441		INSURER A: Hiscox Insurance Co	NAIC #
INSURED		INSURER B: Progressive Express Insurance Company	10193
Colin Baenziger		INSURER C: CFC Underwriting LTD	
Colin Baenziger & Associates		INSURER D:	
2055 South Atlantic Ave Suite #504		INSURER E:	
Daytona Beach Shores FL 32118		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 20565

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	N	N	P102.235.805.2	01/08/2024	01/08/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	N	N	963401112	11/19/2023	11/19/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE ☐ OTH-ER ☐
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liability	N	N	PSM0539804111	11/19/2023	11/19/2024	GENAG \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks: Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Proof of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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VI. Insurance (continued)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/05/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068		CONTACT NAME: Automatic Data Processing Insurance Agency, Inc. PHONE (A/C, No, Ext): 1-800-524-7024 FAX (A/C, No): E-MAIL ADDRESS:	
INSURED Baenziger, Collin 2055 S ATLANTIC AVE STE 504 Daytona Beach FL 32118		INSURER(S) AFFORDING COVERAGE INSURER A: Technology Insurance Company, Inc. NAIC # 42378 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 3504082 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		TWC4364678	01/01/2024	01/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER 	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CITY OF SEASIDE STAFF REPORT

Item No.: 10.E.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Sheri Damon, City Attorney

DATE: September 19, 2024

**SUBJECT: ADOPT A RESOLUTION APPROVING CAMPUS TOWN PHASE 1A
STREET NAMES**

RECOMMENDATION

Adopt a resolution approving the Campus Town Phase 1A revised street names and make appropriate findings.

BACKGROUND

The City and KB-Bakewell Seaside Venture, LLC, a California limited liability company ("Developer") and the City of Seaside, approved the conventional naming criteria for the property described as the 103.5 acre in size site referred to as the Campus Town Project ("Property") on April 24, 2023.

On March 28, 2023, Kimley-Horn provided a Memorandum detailing the addressing criteria. The street naming policy is derived from the Request for Change or New Address form from the Building & Code Enforcement Department. The naming policies are as follows:

1. Names shall be unique, easily discernable, and simple to pronounce for public safety consideration. Similar sounding or duplicate street names shall not be considered.
2. North and South thoroughfares shall be called streets, and East and West thoroughfares shall be called avenues or boulevards.
3. Street names may recognize native wildlife, flora, fauna or natural geologic features related to the community and the City of Seaside.
4. Names with the same theme (i.e. flowers, states) are suggested for naming

streets in an entire subdivision, as a means of general identification.

5. Street names shall not contain more than 18-letter characters, including any combinations of spaces, or letters, designations in the base portion of the name.
6. Cumbersome, corrupted or modified names, discriminatory or derogatory names, from the point of view of race, sex, color, creed, ethnicity, religious affiliation, political affiliation or other social factors are not acceptable.

The street naming is in conformance with Campus Town Specific Plan Section 3.3, Thoroughfare Types and Standards. Additionally, the street names are reflective of the Seaside community. The street names were circulated to fire and police for approval on February 2, 2023. The Chief Building Official approved the street names and addressing approach for Phase 1A on April 24, 2023.

The street names require approval by the City Council. Approved street names will be incorporated in the final Campus Town Phase 1A subdivision map as part of the map modification as shown on **Exhibit A**.

FISCAL IMPACT

Neutral to positive as to the Street Names. However, buildout of Phase 1A will benefit the City.

ATTACHMENTS

1. Resolution-street names
2. Exhibit A: CT Phase 1 A Street Names

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

RESOLUTION NO. 24-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING CAMPUS TOWN PHASE 1A STREET NAMES

WHEREAS, the City adopted the Campus Town Specific Plan on March 5, 2020 which contained Section 3.3, Thoroughfare Types and Standards; and

WHEREAS, Seaside Municipal Code section 12.16 provides that the City Council may name streets by Resolution; and

WHEREAS, the city has adopted street naming policy to establish a uniform policy regarding requests for the naming or renaming of City-owned land and facilities including parks, recreation facilities, buildings, streets, and the designation of commemorative street names and plaques, that are compatible with community interest and will enhance the values and heritage of the City of Seaside; and

WHEREAS, the Developer proposed street names and those names were reviewed by City of Seaside Fire, Police and the City's Building Official and they have confirmed the names meet the public safety and other technical requirements of the City; and

WHEREAS, once approved, the street names will be included upon a modified Final Map for Campus Town Phase 1.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEASIDE, CALIFORNIA, AS FOLLOWS:

1. The City Council does hereby approves the following street names for inclusion in the Campus Town Phase 1A subdivision map, as more specifically identified in Exhibit A to this resolution, all in conformance with the Seaside Municipal Code and the Seaside Park, Recreational Facility, City-Owned Building and Street Naming Policy:

Rucker Avenue
Rubio Avenue
Jordan Avenue
Watts Court
Bakewell Court
Smith Court
DeBerry Court

2. The City Council finds that this action is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that naming the streets will have a significant effect on the environment.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California on the ____th day of September, 2024.

AYES: COUNCIL MEMBERS
NOES: COUNCIL MEMBERS
ABSTAIN COUNCIL MEMBERS
ABSENT: COUNCIL MEMBERS

APPROVED:

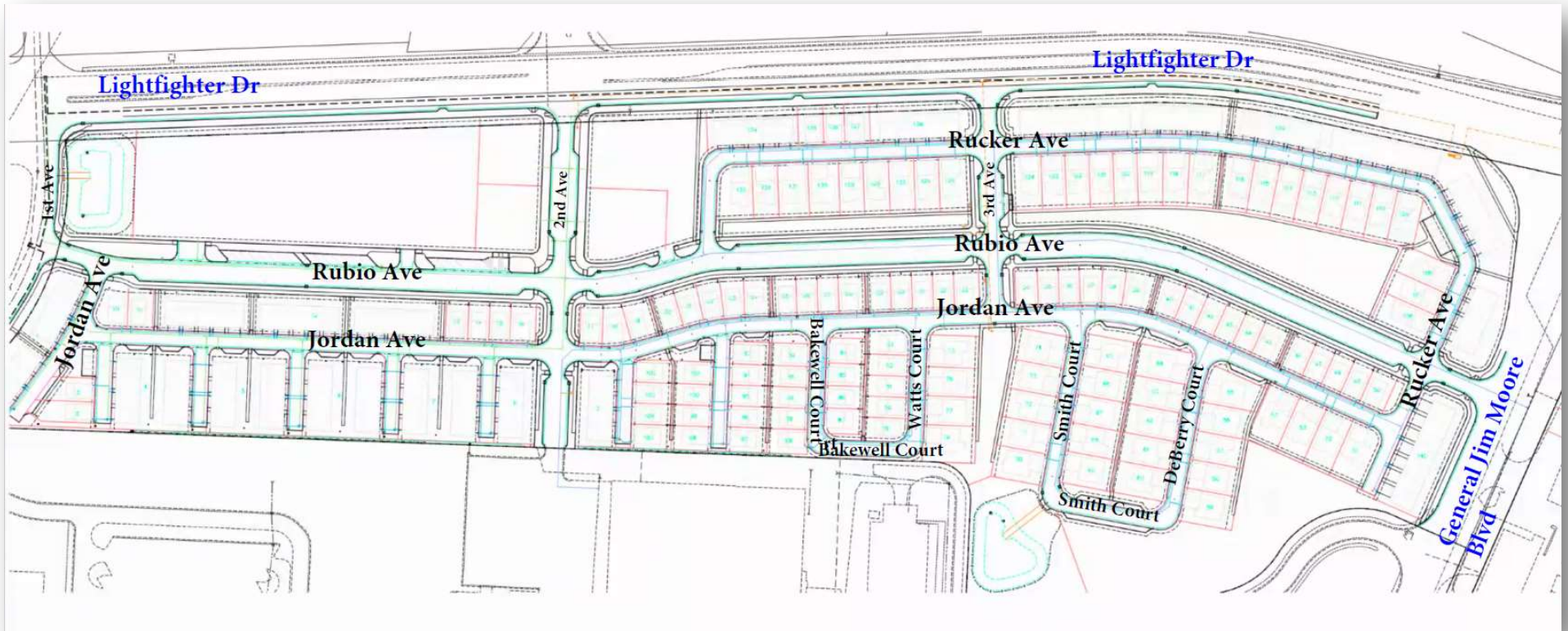
Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney



Attachment 2

Campus Town Phase 1A Street Names