A G E N D A

CITY OF SEASIDE	JOINT SPECIAL MEETING
CITY COUNCIL/SUCCESSOR	Council Chamber
AGENCY TO REDEVELOPMENT	440 Harcourt Avenue
AGENCY OF THE CITY OF SEASIDE	Thursday, July 7, 2016
	5:30 PM

PLEASE TURN OFF YOUR CELL PHONES UPON ENTERING THE MEETING

1. CALL TO ORDER

Ralph Rubio	Mayor/Chair
Ian N. Oglesby	Mayor Pro Tem/Vice Chair
Dennis Alexander	Council/Agency Member
Jason Campbell	Council/Agency Member
David R. Pacheco	Council/Agency Member

2. PLEDGE OF ALLEGIANCE

3. ORAL COMMUNICATIONS

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 minutes. Public Comments on specific agenda items are heard under that item. For the public record, please state your name.

4. CLOSED SESSION

A. PURSUANT TO GOVERNMENT CODE 54957.6 - CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiators: Craig Malin, City Manager; Daphne Hodgson, Deputy City Manager - Administrative Services; Roberta Greathouse, Human Resources Director; Lisa Saldana, Financial Services Manager, Donna Williamson, Labor Negotiator

Employee Organizations:

1. Seaside Police Officers' Association
2. Seaside Firefighters' Association
3. Seaside Public Safety Managers' Association

B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – GOVERNMENT CODE SECTION 54956.8

Property Location: 580 Broadway Avenue, Seaside, California, and is identified as

Monterey County Assessor's Parcel Number 011303008.

Owned by (i) Mary Alice Cerrito, as to an Undivided 50% Interest and (ii) Roger L. Brown and Gloria Brown, or their Successors, As Trustees of the Roger and Gloria Brown Family Trust Under Declaration of Trust Dated August 31, 2006 as to an Undivided 50% Interest in connection with the West Broadway Urban Village Infrastructure Improvements. The City negotiators are Craig Malin, City Manager, et al. Under negotiation are the price and terms for the acquisition of certain property interests from the subject property.

C. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9

City of Seaside v. City of Sand City: City Council of Sand City: does 1-10, inclusive, respondents King Ventures and Roes, does 1-10 inclusive, real parties in interest Monterey County Superior Court Case No. M126354

D. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (c) - POTENTIAL LITIGATION

Conference with legal counsel regarding the potential initiation of litigation (one potential case).

5. CONSENT AGENDA

A. APPROVE THE MINUTES FROM JUNE 16, 2016

RECOMMENDATION: To review and approve the minutes from the meeting.

B. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

PURPOSE: It is requested that the Successor Agency Board approve and file the accounts payable and wired payments made during the period of June 7, 2016 through June 27, 2016. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of June 9, 2016 and June 23, 2016 is requested. Total Accounts Payable and Payroll for the above referenced period is $38,066.60.

RECOMMENDATION: It is recommended that the Successor Agency Board approve and file the attached checks.

C. **CONSIDERATION OF APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH CARPENTER ROBBINS COMMERCIAL REAL ESTATE, INC. FOR DISPOSITION OF PROPERTIES IN ACCORDANCE WITH THE ADOPTED LONG RANGE PROPERTY MANAGEMENT PLAN.**

PURPOSE: The purpose of this item is for the City Council/Successor Agency to consider awarding a contract to Carpenter/Robbins Commercial Real Estate, Inc. for disposition of properties in accordance with the adopted Long Range Property Management Plan. Compensation for the contract will be a 6% commission for each property sold.

RECOMMENDATION: It is recommended that the City Council/Successor Agency adopt a resolution awarding a Professional Services Agreement for disposition of properties in accordance with the adopted Long Range Property Management Plan and authorize the City Manager to execute the contract.

6. ADJOURNMENT

Next Regularly Scheduled Meeting:
July 7, 2016
Seaside City Hall
5:30 PM

The City of Seaside is an ADA accessible facility and is committed to include the disabled in all of its services, programs and activities. Any person who requires accommodation to be able to participate in this meeting is asked to contact the office of the City Clerk at 899-6707, no fewer than two business days prior to the meeting to allow for reasonable arrangements.The City Council Chambers is equipped with a portable microphone for anyone unable to come to the podium. Assisted listening devices are also available.

Meetings that are held in the City Council Chambers are broadcast live to all Seaside residents on Comcast Channel 25 and U-verse Channel 99. Meetings are also available through live streaming at: http://cvp.telvue.com/player?id=T01629&video=52314&noplaylistskin=1&width=400&height=300 Videos of past meetings are available on demand through the City's website: http://www.ci.seaside.ca.us

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 Government Code Section 54954.2(a) or Section 54956.

CITY OF SEASIDE
STAFF REPORT

Item No.: 4.D.

TO: City Council

FROM: Craig Malin, City Manager

BY:

DATE: July 7, 2016

SUBJECT: **CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (c) - POTENTIAL LITIGATION**

PURPOSE

Conference with legal counsel regarding the potential initiation of litigation (one potential case).

RECOMMENDATION

BACKGROUND

FISCAL IMPACT

ATTACHMENTS

Reviewed for Submission to the
City Council by:

____
Craig Malin, City Manager

DRAFT MINUTES

CITY OF SEASIDE	JOINT SPECIAL MEETING
CITY COUNCIL/ SUCCESSOR	COUNCIL CHAMBER
AGENCY TO THE	Thursday, June 16, 2016
REDEVELOPMENT AGENCY	5:30 PM

1. **CALL TO ORDER**

   The meeting was called to order at 5:30 PM.

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

   Present: Alexander, Campbell, Oglesby, Pacheco, Rubio
   Absent: None

2. **PLEDGE OF ALLEGIANCE**

3. **BUSINESS ITEMS**

4. **ORAL COMMUNICATIONS**

   No requests to speak.

5. **CLOSED SESSION**

   The City Council adjourned to Closed Session at 5:32 PM.

   A. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS – GOVERNMENT CODE SECTION 54956.8**

   B. **PURSUANT TO GOVERNMENT CODE 54957.6 - CONFERENCE WITH LABOR NEGOTIATORS**

   The City Council reconvened to open session at 5:49 PM and there were no announcements for the public.

6. **CONSENT AGENDA**

   On motion by Council Member Alexander and seconded by Mayor Pro Tem Oglesby and passed by the following vote the City Council approved the Consent Agenda as presented.

RESULT:	**Approved**
MOVER:	Council Member Dennis Alexander
SECONDER:	Mayor Pro Tem Ian Oglesby
AYES:	Ralph Rubio, Dennis Alexander, Jason Campbell, Ian Oglesby, Dave Pacheco
NOES:	None

   A. **APPROVE AND FILE SUCCESSOR AGENCY CHECKS**

   Action: Approved

7. **ADJOURNMENT**

On motion, the meeting was adjourned at 5:51 PM.

Respectfully submitted,

_______________________________	_______________________________
Lesley Milton-Rerig, City Clerk	**Ralph Rubio, Mayor**

CITY OF SEASIDE
STAFF REPORT

Item No.: 5.B.

TO: Successor Agency to the Redevelopment Agency of the City of Seaside

FROM: Craig Malin, Executive Director

BY: Daphne Hodgson, Deputy City Manager Administrative Services
Krista Oberholtzer, Accounting

DATE: July 7, 2016

SUBJECT: **APPROVE AND FILE SUCCESSOR AGENCY CHECKS**

PURPOSE

It is requested that the Successor Agency Board approve and file the accounts payable and wired payments made during the period of June 7, 2016 through June 27, 2016. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of June 9, 2016 and June 23, 2016 is requested. Total Accounts Payable and Payroll for the above referenced period is $38,066.60.

RECOMMENDATION

It is recommended that the Successor Agency Board approve and file the attached checks.

BACKGROUND

In accordance with Government Code Section 37208, at each Agency meeting the Board is provided a listing of the payroll and general checks issued since the last report so that it can inspect and confirm these checks. Each purchase has been reviewed and approved by the department making the purchase at the time of procurement. The invoice has been reviewed by the Finance Department prior to payment to ensure that it conforms to the approved budget.

Therefore, in accordance with Government Code Section 37208, I hereby certify that the above referenced, and linked, list of checks conforms to the approved budget and has been paid. These checks are hereby submitted to the Agency Board for inspection and confirmation.

A description of the checks and wires exceeding $10,000 are as follows:

- $29,536.30 for Legal Fees-Seaside Resort Development.

The remaining checks, totaling $8,530.30 include payments to vendors for operating expenditures.

The Checks report is available on the City's Website here:
http://www.ci.seaside.ca.us/194/Check-Draft-Register

FISCAL IMPACT

The listed checks have been budgeted and paid from the various funds, as appropriate.

ATTACHMENTS

Reviewed for Submission to the
City Council by:

____
Craig Malin, City Manager

CITY OF SEASIDE
STAFF REPORT

Item No.: 5.C.

TO:	Successor Agency to the Redevelopment Agency of the City of Seaside
FROM:	Craig Malin, City Manager
BY:	Diana Ingersoll, Deputy City Manager Resource Management Services Sharon Mikesell, Administrative Analyst
DATE:	July 7, 2016
SUBJECT:	**CONSIDERATION OF APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH CARPENTER ROBBINS COMMERCIAL REAL ESTATE, INC. FOR DISPOSITION OF PROPERTIES IN ACCORDANCE WITH THE ADOPTED LONG RANGE PROPERTY MANAGEMENT PLAN.**

PURPOSE

The purpose of this item is for the City Council/Successor Agency to consider awarding a contract to Carpenter/Robbins Commercial Real Estate, Inc. for disposition of properties in accordance with the adopted Long Range Property Management Plan. Compensation for the contract will be a 6% commission for each property sold.

RECOMMENDATION

It is recommended that the City Council/Successor Agency adopt a resolution awarding a Professional Services Agreement for disposition of properties in accordance with the adopted Long Range Property Management Plan and authorize the City Manager to execute the contract.

BACKGROUND

The former Seaside Redevelopment Agency (RDA) was dissolved on February 1, 2012, pursuant to ABx1 26, as amended by AB 1484. The redevelopment dissolution statutes govern the former RDA dissolution which includes the disposition of the former RDA's real property.

On March 16, 2015 the City issued a Request for Qualifications for On-Call Real Estate Services in the City of Seaside The purpose of the RFQ was to identify real estate professionals for miscellaneous undetermined projects including the disposition of former Redevelopment Agency properties. As a result, the City was able to identify professionals and firms with experience and sales of these types of properties and a proven track record working with former

Redevelopment Agencies and Successor Agencies.

On May 21, 2015, an On-Call List was approved by a joint meeting of the City Council of the City of Seaside and the Successor Agency to the Redevelopment Agency of the City of Seaside.

The On-Call List is comprised of the following firms:

Dutra Cerro Graden
Dublin, CA
CalBRE #01521674
Carpenter-Robbins
San Ramon, CA
CalBRE #013183338
Applied Development Economics, Inc/DTZ
Monterey, CA
CalBRE #00989268 (Michael Schoeder, DTZ)
Transwestern
San Jose, CA
CA BRE #01263636

On May 29, 2015, the California Department of Finance approved the Long Range Property Management Plan. This approval indicates that the City can move forward with dispositions of the properties.

On April 21, 2016, a presentation was made during a joint meeting of the City Council of the City of Seaside and the Successor Agency to the Redevelopment Agency of the City of Seaside indicating that the City would contact the On-Call Real Estate Services list to request proposals to accomplish the disposition work for the properties to be sold.

It should be noted that 1350 Del Monte Blvd has been sold to In N Out Burger and the property at 1264-1284 Broadway Avenue (Troia Building) has been appraised and an offer made for sale prior to issuance of the Request for Proposals. The other properties to be sold include:

1533-1535 Del Monte Avenue
1600 and 1624 LaSalle Avenue
1271 Canyon Del Rey
Broadway and Terrace Streets
307 Roberts Avenue

On May 26, 2016, a request for proposal letter was sent to the four firms on the On-Call Real Estate Services list requesting a proposal for each of the five remaining properties to be sold. Proposals were due by 5pm on June 17, 2016.

Carpenter/Robbins Commercial Real Estate made a proposal for disposition of each of the five properties and was the only firm that responded to the request. They have agreed to a commission fee of six percent (6%) for the sale of each of the properties. In the event of participation of a cooperating broker, the commission fee will be shared on a 50/50 basis with the cooperating broker.

It is recommended to award a Professional Services Agreement to Carpenter/Robbins Commercial Real Estate, Inc. for disposition of the properties to be sold under the approved Long Range Property Management Plan and to authorize the City Manager to execute the contract.

FISCAL IMPACT

There is no fiscal impact to the General Fund as a result of this item. The commission to be paid will come from the proceeds of the property sales.

ATTACHMENTS

1. Resolution 15-39 Approving On Call List Real Property Consultants
2. Long Range Property Management Plan-pages referencing five properties to be sold
3. Joint Resolution Approving Professional Services Agreement with Carpenter/Robbins Commercial Real Estate, Inc.
4. Agreement for Consultant Services-Carpenter/Robbins

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

RESOLUTION NO. 15-39 and 15-04 (SA)

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE AND THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE

APPROVING AN ON-CALL LIST OF REAL PROPERTY CONSULTANTS FOR 2015-2018

WHEREAS, a formal on-call list is needed to 1) provide equal opportunity to qualified real property services providers, and 2) ensure consultants have the qualifications and experience to provide the requested services; and

WHEREAS, on March 15, 2015, staff issued a Request for Qualifications (RFQ) to solicit Statements of Qualifications (SOQs) from eligible candidates to update the three year On-Call List; and

WHEREAS, on April 17, 2015, four (4) SOQs were received from Real Estate Professionals before the submission deadline; and

WHEREAS, it has been verified that the real property service providers listed in Exhibit "A" meet the minimum qualifications required and are in good standing with the California Department of Real Estate.

NOW THEREFORE, BE IT RESOLVED, by the Seaside City Council and the Successor Agency to the Redevelopment Agency of the City of Seaside that the real property service providers listed in Exhibit "A" are hereby approved to provide real property acquisition, disposition, and management services on an as needed basis for miscellaneous undetermined projects within the city for the next three years.

PASSED AND ADOPTED at a joint meeting of the City Council of the City of Seaside and the Successor Agency to the Redevelopment Agency of the City of Seaside held on the 21st day of May, 2015 by the following vote:

AYES:	COUNCIL/AGENCY MEMBERS: Alexander, Campbell, Oglesby, Pacheco Rubio
NOES:	COUNCIL/AGENCY MEMBERS: None
ABSENT:	COUNCIL/AGENCY MEMBERS: None
ABSTAIN:	COUNCIL/AGENCY MEMBERS: None

Ralph Rubio, Mayor

ATTEST:

Lesley E. Milton-Rerig, City Clerk

EXHIBIT "A"

Real Property Services On-Call List
2015-2018

Dutra Cerro Graden
Dublin, CA
CalBRE # 01521674

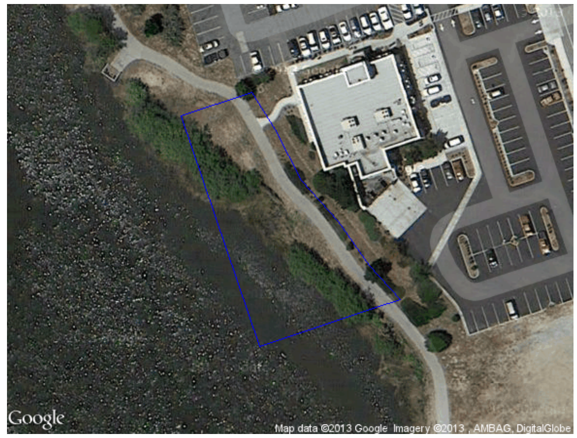
Carpenter-Robbins
San Ramon, CA
CalBRE# 01318338

Applied Development Economics, Inc./DTZ
Monterey, CA
CalBRE #00989268 (Michael Schoeder, DTZ)

Transwestern
San Jose, CA
Cal BRE# 01263636

1271 Canyon Del Rey Boulevard [No. 3]

To be Sold



Summary

The 1271 Canyon Del Rey Boulevard site is currently an undeveloped parcel located adjacent to the Chili's restaurant on Canyon Del Rey Boulevard and abutting the Laguna Grande Regional Park. Previously, the Bay Paper Company Inc. and Armstrong Paper Company operated at the site. The Agency acquired the property in 1994 for the purpose of assembling vacant parcels for development pursuant to the goals and objectives of the Laguna Grande Redevelopment Plan. The property is zoned as regional commercial/visitor serving and is part of the Local Coastal Program's Laguna Grande Subarea.

Property Inventory Information

<u>Parcel Data</u>

APN	011-371-005-000, 011-371-021-000, 011-371-022-000
Address	1271 Canyon Del Rey Boulevard
Lot Size	0.94 acres
Current Zoning	Regional Commercial (CRG)
Current Use	Undeveloped Parcel

<u>Current Value and Revenue Generation</u>

Estimate of Current Value	$500,000
Date/Value Basis for Estimate	April 19, 2007
Revenue Generated by Property	$0
Requirements for Revenue Use	Not applicable
RDA Project Area	Laguna Grande Redevelopment Project Area

<u>Acquisition Information</u>

RDA Acquisition Date	January 27, 1994 and March 3, 1994

Acquisition Purpose	The former RDA acquired the vacant land for development of a visitor-serving commercial center in accordance with the Laguna Grande Redevelopment Plan.[44]
Value at Time of Acquisition	January 27, 1994: $480,000; March 3, 1994: $129,740 CDBG per Reso 93-23

History of Environmental Contamination/Remediation

In August 2003, Giles Engineering Associates, Inc. prepared a Phase I Environmental Site Assessment for the then-proposed Chili's Grill and Bar, located on the northwest corner of the assembled parcels. Based on a site visit and database research, the Phase I report concluded that there is no evidence or known historical record of environmental contamination at the site. Soil and groundwater samples showed concentrations of DDT and TRPH that are considered de minimis.

History of Development Proposals and Activity

The parcel was previously developed as part of Bay Paper Company Inc. with Bay Paper Company Inc. and Armstrong Paper Company formerly operating at the site. On January18, 2007, RDA staff presented two development options for 1271 Canyon Del Rey to the former RDA Board.

Option one was for the development of a mid-sized restaurant between 2,500 and 3,000 square feet in size that would complement the adjoining Chili's restaurant use. The City's Zoning Ordinance requires one parking space to be provided for each three seats in a restaurant. A 2,500 square foot restaurant on the vacant site could contain upwards of 80 seats, thus requiring approximately 30 parking spaces.

Option two was for the expansion of Laguna Grande Regional Park by constructing a larger and improved presentation stage and relocating the existing picnic area and parking lot to the vacant parcel. Amendments to the City's General Plan and Zoning Ordinance would be required to permit an expansion of the park. Additionally, the City would have to budget for the costs of such an expansion.

The Board of the former RDA directed staff to gather additional information on the costs, obstacles, and benefits of both options. As part of this effort, staff obtained an appraisal for the property. The appraisal indicated a market value of the fee simple interest in the property of $500,000 as of April 19, 2007.

Private parties approached the former RDA to acquire the property in 2006 and 2008. Proposals included parcel swaps and restaurant uses.

Transit Oriented Development Potential and Advancement of Planning Objectives

1271 Canyon Del Rey is located in proximity to Monterey-Salinas Transit's 8, 12, 20, 21, and 55 bus lines.

[44] City of Seaside, Resolution No. 93-23 Resolution Approving the Statement of Objectives and Use of Funds 1993-94 Community Development Block Grant Program, Page 7.

The property is zoned Regional Commercial, which is applied to areas of the City that are appropriate for large scale commercial development with retail, entertainment, and/or service uses, and business parks of a scale and function to serve a regional market.

Restrictions on Disposition of the Property

A portion of the parcel is located within the City's California Coastal Zone Boundary. Development within the Coastal Zone may not commence until a Coastal Development Permit (CDP) has been issued by the City under its certified Local Coastal Program (LCP). The California Coastal Commission retains the authority to hear appeals of the City's CDP decisions, review and approve any amendments to the certified LCP, and review the LCP at least every five years to ensure proper implementation and continued compliance with the Coastal Act. Future development on the site is subject to the policies and standard of the City's certified LCP, which require development to be set back a minimum of 50 feet from marsh or riparian vegetation. The requirements also restrict buildings to one story and a maximum height of 15 feet. The maximum floor area ratio per the Zoning Code is 1:1.

The former RDA purchased the property in part with CDBG funds, which are restricted federal grant funds. Federal guidelines define the sale or long term lease of real property purchased or improved with CDBG funds as program income (24 CFR 570.500(a) 1)(i)]. The City's local Housing and Urban Development Department representative provided written confirmation that in this case the proceeds from the sale of the property, prorated to reflect the percentage of CDBG funds used to acquire and improve the property, are considered program income. As such, the City is obligated to meet CDBG requirements for the use of proceeds from the sale of the property. Sales proceeds would be considered program income and would be required to be re-invested in the community and re-programmed for CDBG eligible activities.

Property Disposition

Pursuant to HSC §34191.5(c)(2)(B), the Successor Agency will sell the property to a prospective purchaser at fair market value. The Agency further recommends that it either 1) enter into discussions with the Monterey Regional Parks District, an adjacent land owner, to buy the property, and to identify funding to improve the property for parking and relocated picnic area uses, or 2) determine if the other adjacent property owner, Brinker International, dba Chili's, is interested in acquiring the property for business or parking expansion.

Disposition Timing

The Successor Agency will list the property for sale within six month of DOF's approval of the LRPMP. If reasonable progress is not made and a buyer is not identified within 18 months of placing the property for sale, the property will be transferred to the City to be retained for future economic development.

Disposition Proceeds

Pursuant to AB 1484, upon the sale of the property by the Successor Agency to the highest bidder, the City will either use the proceeds to pay enforceable obligations or distribute any net unrestricted proceeds from the sale or lease to each taxing entity in an amount proportionate to its share of property tax revenues. The calculation of net unrestricted proceeds shall take into account the transaction costs incurred by the Successor Agency in marketing the property and processing the sale.

Should the Agency transfer the property to the City to retain for future development, the City of Seaside intends to enter into a compensation agreement or agreements with the affected taxing entities. The City anticipates the compensation agreement(s) would specify that any net unrestricted proceeds from sale of the property would be distributed to all of the affected taxing entities on a pro rata basis in proportion to each entity's respective share of the property tax base, and that the calculation of net unrestricted proceeds would take into account the transaction costs incurred by the City in marketing the property and processing the sale or lease, as well as the costs incurred by the City in carrying or maintaining the property and in preparing and improving the site for development. The provisions of this paragraph regarding compensation agreements will not be operative if a court order or decision, legislation or Department of Finance policy eliminates the need for any compensation agreements.

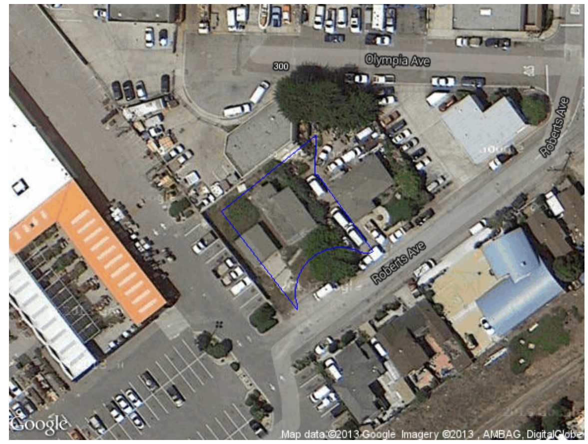
Disposition Process

Should the City retain the property for future development, the City will be able to ensure that a project is developed that meets the City General Plan and zoning guidelines, and meets the objectives of the former RDA. In addition, by retaining the property, the City can identify a developer with the necessary experience and expertise to complete a development project in a realistic timeframe while avoiding a buyer who is interested in a more speculative real estate investment.

The City will dispose of the 1271 Canyon Del Rey site to a qualified developer who will acquire and develop the property in a timely manner and in accordance with an approved Disposition and Development Agreement (DDA), which will set the terms of the land acquisition between the City and the selected developer. The developer will be selected through an application process involving solicitation of interested prospective developers with a Request for Qualification (RFQ), Request for Proposals (RFP), qualified bid, or similar means.

307 Roberts Avenue [No. 7]

To be Sold



Summary

In 1972, the former RDA acquired 307 Roberts Avenue for the purpose of future development. In 1977, the City transferred a portion of the Roberts Avenue cul-de-sac turn-around to the former RDA, increasing the property to its current square footage. With vehicular access off of Roberts Avenue, the property is rectangular in shape. Zoned Heavy Commercial, the site is improved with a single family dwelling and a free-standing garage/carport, both of which have stood vacant since the late 1990s and are currently in poor condition. The property has been abated for asbestos and lead paint to allow for demolition.

Property Inventory Information

Parcel Data

APN	011-561-035-000
Address	307 Roberts Avenue
Lot Size	0.02 Acres
Current Zoning	Heavy Commercial (CH)
Current Use	Vacant Single Family Residence and Carport

Current Value and Revenue Generation

Estimate of Current Value	$225,000
Date/Value Basis for Estimate	March 15, 2010 Appraisal
Revenue Generated by Property	$0
Requirements for Revenue Use	Not Applicable
RDA Project Area	Laguna Grande Redevelopment Project Area

Acquisition Information

RDA Acquisition Date October 24,1972 (Reel 805, Page 405 Official Records)
October 30, 1972 (Reel 806, Page 773 Official Records)
August 2, 1977 (Reel 1168, Page 191 Official Records)

Acquisition Purpose Elimination of blight and future development

Value at Time of Acquisition $27,060

History of Environmental Contamination/Remediation

The City planned to demolish the building and, in 2002, contracted Ream Construction for a pre-demolition asbestos and lead paint survey. Ream Construction conducted an assessment for asbestos and lead paint for 307 Roberts Avenue and abated lead paint and asbestos-containing materials to the extent necessary to allow for demolition of the structures.

History of Development Proposals and Activity

The former RDA acquired the property for the potential expansion of the adjacent parking lot that supported the retail commercial center. One of the blighting conditions identified in the Laguna Grande Project Area was the presence of incompatible uses. Although much of the Project Area is developed for residential uses, the primary zoning designations for the area are commercial oriented and residential uses are incompatible with the uses envisioned for the area. Zoned Heavy Commercial, the property is improved with a 1,091 square foot single family dwelling and a free-standing 441 square foot garage/car port that have been vacant since the late 1990s. Both structures are in poor condition. The structures have been abated for asbestos and lead paint to allow for demolition.

The former RDA issued a Notice Inviting Bids for the Sale of Real Property on October 7, 2010. At the time, the property was offered for sale "as is" with a minimum bid price of $225,000, based on a property appraisal. One bid was received, however, it was subsequently withdrawn.

The City has been approached by private parties to acquire the property. Proposals have included parcel swaps and business expansion.

Transit Oriented Development Potential and Advancement of Planning Objectives

307 Roberts is located in proximity to Monterey-Salinas Transit's 8, 12, 20, 21, and 55 bus lines.

The Heavy Commercial zone applied to areas of the City suitable for wholesale, heavy commercial, and light industrial uses that are best suited away from areas regularly generating large amounts of pedestrian traffic. The existing single-family residence and freestanding garage/carport are incompatible uses within this zoning.

Restrictions on Disposition of the Property

No restrictions.

Property Disposition

Pursuant to HSC §34191.5(c)(2)(B), the Successor Agency will sell the property to a prospective purchaser at fair market value and the net proceeds of the sale of the property will be distributed as property tax to the taxing entities.

Disposition Timeline

The Successor Agency anticipates that the property will be disposed of in 2015. The property would be listed for sale within six months of DOF's approval of the LRPMP. The highest bidder would be identified within two months of putting the property out to bid, and the property would be transferred within two months of identifying the highest bidder.

Disposition Proceeds

Pursuant to AB 1484, upon the sale of the property by the Successor Agency to the highest bidder, the Agency will either use the proceeds to pay enforceable obligations or distribute any net unrestricted proceeds from the sale or lease to each taxing entity in an amount proportionate to its share of property tax revenues. The calculation of net unrestricted proceeds shall take into account the transaction costs incurred by the Successor Agency in marketing the property and processing the sale.

1533-1535 Del Monte Boulevard [No. 8]

To be Sold

Summary

The former RDA acquired 1533-1535 Del Monte Boulevard, an undeveloped parcel, for the purpose of eliminating blight, encouraging development, and fostering economic revitalization. Located near the Del Monte Boulevard and Canyon Del Rey Boulevard intersection, the parcel is approximately 4,000 square feet, with onsite improvements including a 20'x30' concrete slab and an 8'-high chain-link fence across the center of the lot.

Property Inventory Information

Parcel Data

APN	011-301-007-000
Address	1533-1535 Del Monte Boulevard
Lot Size	0.088 acres
Current Zoning	Mixed Use (MX-WBUV)
Current Use	Undeveloped parcel

Current Value and Revenue Generation

Estimate of Current Value	$57,500
Date/Value Basis for Estimate	April 30, 2014 Broker Opinion
Revenue Generated by Property	$0
Requirements for Revenue Use	Not applicable
RDA Project Area	Laguna Grande Redevelopment Project Area

Acquisition Information

RDA Acquisition Date	December 11, 2002 (recorded document 2002119245)
Acquisition Purpose	Elimination blight and future development
Value at Acquisition	$110,000 (August 2002 Appraisal)
Purchase Price	$111,154

History of Environmental Contamination/Remediation

No known history of environmental contamination.

History of Development Proposals and Activity

The former RDA purchased the property from the Braille Institute, Shriner's Hospitals for Crippled Children, and the Salvation Army, each of which had a one-third undivided interest in the property. The size of the site limits its potential development, as many commercial uses would not be feasible due to its size.

Restrictions on Disposition of the Property

There are no known restrictions on disposition of the property.

Transit Oriented Development Potential and Advancement of Planning Objectives

1533 Del Monte Avenue is located in proximity to Monterey-Salinas Transit's 8, 12, 20, 21, and 55 bus lines.

As part of the West Broadway Urban Village Specific Plan, Del Monte Boulevard is envisioned as a commercial corridor connecting the future multi-modal transit station that is currently being planned by the Transportation Agency of Monterey County at the corner of Del Monte Boulevard and Contra Costa and the existing and planned hotels on Canyon Del Rey Boulevard. The Mixed Use (MX) land use designation is intended to accommodate a well-integrated mix of high intensity residential, commercial, office and civic uses that contribute to the revitalization and vibrancy of the Plan Area. Mixed use buildings will be two to five stories in height, with ground floor retail and upper floor offices. Ground floor retail will cater to visitors and residents of the Urban Village and those using the transit station.[45]

Redevelopment

Development of the parcel would address blighting conditions associated with vacant parcels in the Laguna Grande Redevelopment Project Area and meet the Project Area's purpose and intent of encouraging and fostering economic revitalization.[46] In addition, this would comply with the redevelopment goals, objectives and programs outlined in the Amended and Restated Redevelopment Plan for the Merged Redevelopment Projects, which states the following:

> *The goals and objectives of the Agency's redevelopment program for each constituent project in the Merged Project Area are set forth in the Implementation Plan adopted on December 1, 1994, by Agency Resolution No. 94012 GEN, which covers all of the Constituent Projects, including any areas added to any constituent project by amendment. The principal goal and objective of the Merged Project shall be to eliminate all remaining blight and complete all Agency assisted redevelopment activities as quickly as possible consistent with the needs of the Constituent Projects and the availability of financial resources to fund them.*
>
> *Redevelopment of the Merged Project Area pursuant to this Redevelopment Plan an the above goals and objectives will attain the purposes of the California Community Redevelopment Law by:*

[45] West Broadway Urban Village Specific Plan, City of Seaside, January 21, 2010, Prepared by Design, Community & Environment, Page 95.

[46] Amended and Restated Redevelopment Plan for the Merged Noche Buena, Del Monte Heights, Hannon, Gateway, Laguna Grande, Gateway Auto Center Expansion and City Center Revitalization Area Redevelopment Projects, adopted March 21, 1996, p. 17.

(1) elimination of areas suffering from economic dislocation and disuse; (2) replanning, redesign and/or redevelopment of areas which are stagnant or improperly utilized, and which could not be accomplished by private enterprise acting along without public participation and assistance; (3) protecting and promoting sound development and redevelopment of blighted areas and the and the general welfare of the citizens of the City by remedying such injurious conditions through the employment of appropriate means…[47]

The Redevelopment Activities authorized by the Amended Redevelopment Plan include, among others, the following:

2. Acquisition of real property;

…

7. Disposition of property for uses in accordance with this Plan.[48]

Property Disposition

Pursuant to HSC §34191.5(c)(2)(B), the Successor Agency will sell the property to a prospective purchaser at fair market value and the net proceeds of the sale of the property will be distributed as property tax to the taxing entities. (From the disposition proceeds, the Successor Agency may "net out" and retain an amount to cover its reasonable costs in connection with the disposition process, attorneys' fees, title insurance premiums, closing costs, and transfer taxes.)

Disposition Timeline

The Successor Agency anticipates that the property will be disposed of in 2015. The property would be listed for sale within six months of DOF's approval of the LRPMP. The highest bidder would be identified within two months of putting the property out to bid, and the property would be transferred within two months of identifying the highest bidder.

Disposition Proceeds

Pursuant to AB 1484, upon the sale of the property by the Successor Agency to the highest bidder, the Agency will either use the proceeds to pay enforceable obligations or distribute any net unrestricted proceeds from the sale or lease to each taxing entity in an amount proportionate to its share of property tax revenues. The calculation of net unrestricted proceeds shall take into account the transaction costs incurred by the Successor Agency in marketing the property and processing the sale.

[47] Amended and Restated Redevelopment Plan for the Merged Noche Buena, Del Monte Heights, Hannon, Gateway, Laguna Grande, Gateway Auto Center Expansion and City Center Revitalization Area Redevelopment Projects, adopted March 21, 1996, p. 2.

[48] Amended and Restated Redevelopment Plan for the Merged Noche Buena, Del Monte Heights, Hannon, Gateway, Laguna Grande, Gateway Auto Center Expansion and City Center Revitalization Area Redevelopment Projects, adopted March 21, 1996, p. 4.

Broadway Avenue and Terrace Street [No. 9]

To be Sold

Summary

The former RDA owned 13 parcels located on the block bounded by Broadway Avenue, Terrace Street, Olympia Avenue, and San Lucas Street. Currently, two of the parcels are developed. A 3,272 square foot building is located at 1137 Broadway. The 45 year old building has been used for personal services, including a hair studio, and is currently partially leased. The 5,299-square-foot commercial building located at 1173 Broadway is currently vacant. The former RDA identified the need for revitalization and rehabilitation of the commercial and residential uses within the area and the City considers this site an opportunity for economic development. The former RDA assembled the parcels over a period of 16 years with the intention of blight elimination and future economic development.

Property Inventory Information

<u>Parcel Data</u>

APN	13 parcels[49]
Address	1104, 1116 & 1128 Olympia; 1125, 1137, 1173, 1193 Broadway Additional parcels on Broadway
Lot Size	2.57 Acres (total)
Current Zoning	Commercial Mixed Use (CMX)
Current Use	Vacant parcels, partially leased building, and a vacant building

<u>Current Value and Revenue Generation</u>

Estimate of Current Value	$ 2,058,000
Date/Value Basis for Estimate	April 30, 2014 Broker Opinion
Revenue Generated by Property	$1,167 per month from lease of 1137 Broadway
Requirements for Revenue Use	No Restrictions

[49] 012-191-001-000; 012-191-002-000; 012-191-003-000; 012-191-004-000; 012-191-013-000; 012-191-016-000; 012-191-017-000; 012-191-021-000; 012-191-023-000; 012-191-024-000; 012-191-025-000; 012-191-028-000; 012-191-029

RDA Project Area: City Center Redevelopment Project Area

Acquisition Information

RDA Acquisition Date(s) The former RDA assembled the site through four different transactions.

June 29, 1988 .... The former RDA acquired eight parcels located at the northeastern corner of Broadway Avenue and Terrace Street and the southeastern corner of Terrace and Olympia Avenue, for $511,000. (Note: the City acquired nine parcels, of which eight were transferred, and the other remains in the ownership of the City.)

May 29, 1993 .... The former RDA acquired one parcel (APN 012-191-028) for $290,000.

May 29, 1998 .... The former RDA acquired two parcels at the northwestern corner of Broadway Avenue and San Lucas Street for $275,000.

December 30, 2004 .... The former RDA purchased two parcels, for $686,287.

Acquisition Purpose The former RDA purchased the parcels with the intention of future mixed use development including a new public library and a County services complex.

Value at Time of Acquisition The eight properties acquired in 1988 were appraised at $1,358,000 in April 2002.

History of Environmental Contamination/Remediation

There is no known history of significant contamination on the parcels.

A 1993 soils test for 1137 Broadway revealed low level contamination of heavy metals, but the concentrations did not exceed the regulatory action level. The appraisal for the two parcels purchased in 2004 recommended completing a Phase 1 Study.

History of Development Proposals and Activity

The property was primarily developed as residential with several small homes and sheds. In 1978, the State of California purchased the property on Terrace Street between Broadway Avenue and Olympia Avenue with the intention of developing Employment Development Department's offices on the site. However, the State did not go forward with the development. The City purchased the property from the State in 1988.[50]

In 1993, the former RDA was considering developing the Terrace Landing project, which would have included the construction of two office buildings and approximately five single-family homes on the 2.4-acre vacant parcel east of the Seaside Post Office, at the corner of Broadway and Terrace Avenue. The former RDA contracted with Harding Lawson Associates to complete a site investigation for the property on Terrace Street between Broadway Avenue and Olympia

[50] Harding Lawson Associates Engineering and Environmental Services, Site Investigation Report Terrace Landing Project Seaside, California HLA Project No. 24328 001. May 26 1993.

Avenue. The study identified the presence of some heavy metals but at concentrations lower than regulatory limits.

In a joint effort that began in 1996, the former RDA and Monterey County planned to construct a new County library on Broadway Avenue, and the former RDA agreed to contribute $3 million of Redevelopment funds for the project. According to the General Plan Land Use Element, the State Office of Library Construction Review Panel noted that the existing library was inadequate to meet the need of the population due to inadequate space for all services and functions, inadequate telecommunications, inefficient energy use, poor lighting, non-conformance with Americans with Disability Act (ADA) codes, and problematic and inflexible functional spatial relationships.[51] The City identified the need to relocate the library and identified the corner of Broadway and Terrace Street as the relocation site.

In 1998, the Agency contracted with Noll & Tam to develop a City/Community Service Center master plan to include a new County library and potential facilities of the County Health and Social Services Departments, the Employment Development Department, Office of Employment Training, and other facilities agreed to by the Agency and County. The proposed site encompassed 2-blocks on the north side of Broadway Avenue from Terrace Street to Noche Buena Street.

At a Special City Council Meeting held November 13, 1999, Noll & Tam presented their findings. Noll & Tam recommended focusing on the Library project and setting aside the One-Stop Center for the time being due to increased costs associated with relocation expenses and property acquisition on the two-block site. Not all of the properties within this site were owned by the Agency at that time. The proposed Library project site was to be on former RDA-owned property located at the northeast corner of Broadway Avenue and Terrace Street. Noll & Tam completed a preliminary needs assessment and, after numerous community presentations, produced a conceptual site layout and design for the proposed Seaside Library at the Broadway and Terrace site. City Council, the County of Monterey, and the community approved the design.

In March 2000, California voters approved a $350 million bond measure to construct new public libraries. At its February 2001 meeting, the California Public Library Construction and Renovation Board voted to allocate the funds in three cycles; a maximum of $150 million in the first cycle, $110 million in the second, and all remaining funds in the third cycle. In June 2001, the California Public Library Construction and Renovation Board adopted the application deadlines for each cycle as June 14, 2002, March 28, 2003 and January 16, 2004, respectively. The City of Seaside prepared and submitted applications for all three rounds. The City was not awarded funding.

On November 17, 2005, staff presented to the City Council for consideration a project update and funding options for the Seaside Library Project. With the unsuccessful attempts to obtain grant funding from the Proposition 14 Bond Act of 2000, staff informed the City Council of two possible funding options: Senate Bill 1161 (SB 1161) and General Obligation Bond Issue. Senate Bill 1161 was for a $600 million State general obligation bond to construct and improve library facilities. The City Council elected not to pursue a General Obligation Bond at that time in the hope that voters would approve SB 1161. The Bond Measure failed in the June 2006 election.

[51] Seaside General Plan, Land Use Element, August 2004, LU 28.

The City continued to evaluate options and alternatives with regards to the proposed Seaside Library Project. It was determined that the proposed library would not require the square footage as originally designed and that a new location within the city's downtown would be a catalyst for economic development. As part of the effort to revitalize its downtown, the City prepared the West Broadway Urban Village Specific Plan, which the City Council adopted in January 2010. The Specific Plan identifies the proposed site for the public library as the block between Hillsdale and Alhambra streets and Broadway and Olympia Avenues. Development at this downtown site is envisioned to include the public library, public parking structure, and a combination of retail, office, residential, and/or community space.

In 2008, the Police Department and the Police Activities Leagues (PAL) representatives proposed rehabilitating the existing structure at 1173 Broadway for a possible use as a studio for martial arts, dancing, tutoring, and related youth activities, along with accessory offices and storage. The proposed project would be permitted under the CMX zoning. In order to proceed with this proposed redevelopment, the building would have required significant renovation to bring it into general conformance with the construction code and to make it accessible to and safe for children. Updates would have included asbestos abatement, roof repairs, and upgrades to the HVAC system. At the time, the City and former RDA did not have sufficient available funding to commit to the proposed project.

The City's Housing Element Update 2009-2014 identifies this site as a location for future residential development. A conceptual site plan illustrated development that could include a multi-family apartment building, townhomes and a mixed use building.

Transit Oriented Development Potential and Advancement of Planning Objectives

According to the General Plan Urban Design Element, the development of the Broadway Terrace site is an integral component to revitalizing the Broadway Corridor.[52]

> *The Broadway Corridor includes 47 acres of land along both sides of Broadway, north to approximately Olympia and south to Palm, between Del Monte Boulevard and Noche Buena.… The Broadway Corridor is the central core of the community and is characterized by a mix of residential and commercial uses. Vacant lots are scattered throughout the area on both sides of Fremont and Broadway. Broadway, a four lane roadway, experiences heavy traffic in each direction.*
>
> *Primary issues to consider in this area include possible roadway and other infrastructure improvements needed to improve the corridor and attract persons and businesses to the area, the need for revitalization and rehabilitation of the commercial and residential uses, opportunities for economic development, and compatibility between existing and proposed land uses.*
>
> *In concert with the Broadway Avenue Improvement Plan, a variety of pedestrian-oriented mixed residential, and visitor serving and community commercial uses are recommended for this area. Specifically, high turnover sit-down restaurants with outdoor seating, high density residential uses above commercial and office, public parking, museums, galleries, a visitor center, coffee shops, bookstores, a family health center, and a library would be appropriate for this area. Pedestrian improvements should tie the hotels on Del Monte to this planned central business district.*

Restrictions on Disposition of the Property

There are no known disposition restrictions on the property.

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[52] Seaside General Plan, Urban Design Element, August 2004, UD-7.

Property Disposition

Pursuant to HSC §34191.5(c)(2)(B), the Successor Agency will sell the property to a prospective purchaser at fair market value and any net unrestricted proceeds of the sale of the property will be distributed as property tax to the taxing entities.

Disposition Timeline

The Successor Agency will list the property for sale within six months of DOF's approval of the LRPMP. If reasonable progress is not made and a buyer is not identified within 18 months of placing the property for sale, the property will be transferred to the City to be retained for future economic development.

Disposition Proceeds

Pursuant to AB 1484, upon the sale of the property by the Successor Agency to the highest bidder, the Agency will either use the proceeds to pay enforceable obligations or distribute any net unrestricted proceeds from the sale or lease to each taxing entity in an amount proportionate to its share of property tax revenues. The calculation of net unrestricted proceeds shall take into account the transaction costs incurred by the Successor Agency in marketing the property and processing the sale.

Should the Successor Agency transfer the property to the City to retain for future economic development, the City of Seaside intends to enter into a compensation agreement or agreements with the affected taxing entities.. The City anticipates the compensation agreement(s) would specify that any net unrestricted proceeds from sale of the property would be distributed to all of the affected taxing entities on a pro rata basis in proportion to each entity's respective share of the property tax base, and that the calculation of net unrestricted proceeds would take into account the transaction costs incurred by the City in marketing the property and processing the sale or lease, as well as the costs incurred by the City in carrying or maintaining the property and in preparing and improving the site for development.

Disposition Process

Should the City retain the property for future development, the City will be able to achieve the former RDA's plan for the site. The City will also be able to ensure that a project is developed that meets the City General Plan and zoning policies. In addition, by retaining the property, the City can identify a developer with the necessary experience and expertise to complete a development in a realistic timeframe while avoiding a buyer who is interested in a more speculative real estate investment.

The site will be disposed of to a qualified real estate developer to acquire (or ground lease) and develop the property in a timely manner in accordance with an approved Disposition and Development Agreement (DDA), which will set the terms of the land acquisition or ground lease between the City and the developer. The Developer will be selected through an appropriate selection process involving solicitation of interested prospective developers through a Request for Qualifications (RFQ), Request for Proposals (RFP), qualified bid or similar selection process.

1600 and 1624 La Salle Avenue [No. 11]

To be Sold

Summary

Through multiple transactions in 1966 and 1967, the former RDA acquired property located on La Salle Avenue between Mendocino Court and Highland Street. At the time of acquisition, three building structures occupied the property and had the following addresses: 1893 Mendocino Court; 1624 La Salle Avenue; and 1600 La Salle Avenue. On February 18, 2009, the building structure at 1893 Mendocino was demolished. On August 24, 2010, the former RDA filed Conditional Certificates of Compliance, including a Recording of Survey, which split APN 013-853-023 into two legally conforming parcels: APN 013-853-025 (1600 La Salle Avenue) and APN 013-853-026 (1624 La Salle Avenue).

1600 La Salle Avenue is an approximately 6,803 square foot lot with a 1,661 square foot structure and a 422 square foot attached garage. The building was used by the City's Historical Society for office, meetings, and storage. 1624 La Salle Avenue is an approximately 6,860 square foot lot with a 1958-built, 1,050 square foot house and a 289 square foot, attached, one-car garage. The building was used by the former RDA as office space. These buildings are currently vacant.

Property Inventory Information

<u>Parcel Data</u>

APN:	012-853-025-000 and 012-853-026-000
Address:	1600 and 1624 La Salle Avenue
Lot Size:	0.16 acres each
Current Zoning:	Medium Density Single Family Residential (RM)
Current Use:	Vacant Single Family Residential

<u>Current Value and Revenue Generation</u>

Estimate of Current Value:	1600 La Salle Avenue ($270,000) 1624 La Salle Avenue ($200,000)
Date/Value Basis for Estimate:	March 15, 2010 Appraisal

Revenue Generated by Property: $0
Requirements for Revenue Use: Not applicable
RDA Project Area: Hannon Redevelopment Project Area

Acquisition Information

RDA Acquisition Date: October, 7, 1966, (Reel 479, Page 462 Official Records) October 26, 1966 (Reel 481, Page 214 Official Records) and April 6, 1967 (Reel 500, Page 218 Official Records)
Acquisition Purpose: Blight elimination and offices for former RDA
Value at Time of Acquisition: Purchased in 1966 for $50,500 and land for $390,000 in 1993

History of Environmental Contamination/Remediation

No known history of environmental contamination. However, due to their age, the buildings may contain asbestos building materials and/or lead-based paint.

History of Development Proposals and Activity

Three building structures were located on Agency-owned property commonly known as 1893 Mendocino Court, 1624 La Salle Avenue, and 1600 La Salle Avenue (APN 013-853-023). The City's Historical Society had used 1600 La Salle for office, meetings, and storage. Since its prior use as a single-family residence, the original floor plan of the house has been altered. In 2002, the former RDA contracted for termite treatment and a new roof for 1624 La Salle Avenue.

On February 18, 2009, the 1893 Mendocino building structure was demolished. On August 24, 2010, the Agency filed Conditional Certificates of Compliance, including a Recording of Survey, splitting APN 013-853-023 into two legally conforming parcels: APN 013-853-025 (1600 La Salle Avenue) and APN 013-853-026 (1624 La Salle Avenue).

In November 2010, the former RDA prepared to sell the property. 1600 La Salle was appraised at a value of $270,000 and this amount was established as the minimum bid amount. At the time, 1624 La Salle was appraised at a value of $200,000 and this amount was established as the minimum bid amount. No bids were received.

In 2011, the former RDA was approached by Habitat for Humanity with a proposal to purchase the properties for affordable housing purposes. According to the staff report for the May 19, 2011 Agency Board meeting, the former RDA was to consider entering into an Exclusive Negotiating Agreement (ENA) with Habitat for Humanity, where the latter would pay fair market value for the properties in question and complete rehabilitation of the houses located on the properties. As a result of the dissolution of redevelopment, the former RDA did not take further action on this item.

Transit Oriented Development Potential and Advancement of Planning Objectives

La Salle Homes are located in proximity to Monterey-Salinas Transit's 11 and B bus lines at La Salle/Yosemite.

Restrictions on Disposition of the Property

There are no known disposition restrictions on the property.

Property Disposition

Pursuant to HSC §34191.5(c)(2)(B), the Successor Agency will sell the property to a prospective purchaser at fair market value and the net proceeds of the sale of the property will be distributed as property tax to the taxing entities. (From the disposition proceeds, the Successor Agency may "net out" and retain an amount to cover its reasonable costs in connection with the disposition process, attorneys' fees, title insurance premiums, closing costs, and transfer taxes.)

Disposition Timeline

The Successor Agency anticipates that the property will be disposed of in 2015. The property would be listed for sale within six months of DOF's approval of the LRPMP. The highest bidder would be identified within two months of putting the property out to bid, and the property would be transferred within two months of identifying the highest bidder.

Disposition Proceeds

Pursuant to AB 1484, upon the sale of the property by the Successor Agency to the highest bidder, the Agency will either use the proceeds to pay enforceable obligations or distribute any net unrestricted proceeds from the sale or lease to each taxing entity in an amount proportionate to its share of property tax revenues. The calculation of net unrestricted proceeds shall take into account the transaction costs incurred by the Successor Agency in marketing the property and processing the sale.

RESOLUTION NO. 16
RESOLUTION NO. 16-SA

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
AND
THE SUCCESSOR AGENCY OF THE
REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CARPENTER ROBBINS COMMERCIAL REAL ESTATE, INC FOR DISPOSITION OF PROPERTIES IN ACCORDANCE WITH THE ADOPTED LONG RANGE PROPERTY MANAGEMENT PLAN AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACTG

WHEREAS, the former Seaside Redevelopment Agency (RDA) was dissolved on February 1, 2012, pursuant to ABx1 26 as amended by AB 1484 and

WHEREAS, the redevelopment dissolution statutes govern the former RDA dissolution which includes the disposition of the former RDA's real property.

WHEREAS, on May 21, 2015, an On-Call list was approved by a joint meeting of the City Council of the City of Seaside and the Successor Agency to the Redevelopment Agency of the City of Seaside.

WHEREAS, on May 29, 2015, the California Department of Finance approved the City of Seaside's Long Range Property Management Plan.

WHEREAS, the property at 1350 Del Monte Boulevard has been sold to In N Out Burger and the property at 1264-1284 Broadway Avenue has been appraised and an offer made for sale prior to the issuance of a Request for Proposals for property disposition services

WHEREAS, on May 26, 2016, a request for proposal letter was sent to the four firms on the On-Call list requesting a proposal for each of the five remainingproperties to be sold

- 1533-1535 Del Monte Avenue
- 1600 and 1624 LaSalle Avenue
- 1271 Canyon Del Rey
- Broadway and Terrace Streets
- 307 Roberts Avenue.

WHEREAS, Carpernter/Robbins Commercial Real Estate, Inc. made a proposal for dispostition of each property and have agreed to a commission fee of six percent (6%) for the sale of each of the propreties and in the event of participation of a cooperating broker, the commission fee will be shared on a 50/50 basis with the cooperating broker.

NOW, THEREFORE, BE IT RESOLVED that the City Council and the Agency Board hereby award a Professional Services Agreement to Carpenter/Robbins Commercial Real Estate, Inc. for disposition of the properties to be sold under the approved Long Range Property Management Plan and to authorize the City Manager to execute the contract.

PASSED AND ADOPTED at a Joint Special Meeting of the City Council and the

Successor Agency duly held on the 7th day of July, 2016 by the following vote:

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

____
Ralph Rubio, Mayor/Chair

ATTEST:

____
Lesley Milton-Rerig, City Clerk/Agency Secretary

CITY OF SEASIDE

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, is made and effective as of July 7, 2016 between the City of Seaside, a municipal corporation ("City") and Carpenter/Robbins Commercial Real Estate, Inc., a 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 July 7, 2016, and shall remain and continue in effect until tasks described herein are completed, as outlined in the Long Range Property Management Plan, Request for Proposal and Proposal 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 and B.

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. CITY MANAGEMENT

City's Economic Development Manager shall represent City 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. City's City Manager shall be authorized to act on City'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 City 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, a commission fee of 6% for the sale of each of the properties referenced in Exhibit C. In the event of participation from a cooperating broker, the commission fee would then be shared on a 50/50 basis with the cooperating broker.

(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 City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall such sum exceed twenty four thousand nine hundred ninety nine dollars ($24,999.00). Any additional work in excess of this amount shall be approved by the City Council.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City 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 City 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 City 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 City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City 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, City 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 City 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 City 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 City 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 City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts there from 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 at the City of Seaside's City Hall for a minimum 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 original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend 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 attorney's fees and costs to the extent same are caused in whole or in part by any act, error or omission of Consultant, its officers, agents, employees or sub consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit C without the written consent of the Consultant.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shallindemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub consultants of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub consultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.

10. INSURANCE

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

11. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City 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 City 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 City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City 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, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City 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 City, 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 City of Seaside 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 City of Seaside 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 City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, 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 City's prior written authorization. Consultant, its officers, employees, agents, or sub consultants, shall not without written authorization from the City Manager or unless requested by the City 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 City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or sub consultants 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 there under or with respect to any project or property located within the City. City 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 City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(c) Consultant covenants that neither he/she nor any officer of principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent or sub consultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer()s and/or property owner(s) and or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its sub consultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

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 City:	City of Seaside 440 Harcourt Avenue Seaside, California 93955 Attention: City Clerk
To Consultant:	Carpenter/Robbins Commercial Real Estate, Inc. 3160 Crow Canyon Road, Suite 200 San Ramon, CA 94583 Alyce Rados, President

17. ASSIGNMENT

The consultant shall not assign the performance of this Agreement, not any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this agreement, only the personnel listed in Exhibit A shall perform the services described in this Agreement.

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 City 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 Monterey County, or the federal district court with jurisdiction over the City of Seaside.

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. 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.

CITY OF SEASIDE	CONSULTANT
By:________________________	By:________________________
[City Manager or Mayor]	(Signature)

TASKS TO BE PERFORMED

A.1. Scope of Work

The Carpenter/Robbins Commercial Real Estate, Inc. (Carpenter/Robbins) team will be organized as follows:

Co-Team Leader and Principal Contact – Alyce Rados
Responsibility for Contract: Conduit between Carpenter/Robbins and the City of Seaside (City); coordinate with team to establish pricing, market data, and work through offer, negotiation, and closing processes.

Co-Team Leader– John Robbins
Responsibility for Contract: Coordinate to establish pricing, develop marketing program and property information/brochures, conduct tours/showings, buyer negotiations, reporting, offer procurement and evaluation, assist in price and terms negotiation, and coordinate sale through escrow to closing.

Team Members
Tim Pavek and Shamm Kelly
Responsibility for Contract: Assist with the transactional work throughout the procurement process as needed, including market research, showing properties to interested parties, strategizing negotiations, and working through closing the sale.

Tom Hixson
Responsibility for Contract: Oversee the transactional process from a government real estate perspective to ensure all government rules and regulations are followed in every step of the process and to ensure that protests by unsuccessful offerors are avoided; oversee quality control of documentation.

Evelyn Johnson
Responsibility for Contract: Coordinate and execute any third party due diligence work needed foı the transactions (i.e., appraisals, environmental studies, title work, site surveys, etc.).

Alyce Rados will be the primary point of contact with the City during the contract as well as monitoring the program. Tom Hixson will be responsible for oversight of government compliance and quality control. At the commencement of each assignment, Carpenter/Robbins and the City will agree on a timeline for each project and work progress will be measured against the timeline. A weekly update will be provided to the City by electronic reporting and telephone conference calls. A monthly progress meeting will be held in person if desired by the City.

A.2. Plan of Proposed Approach and Process for Evaluating Options

Once tasked with a real estate disposition transaction project for the City, Carpenter/Robbins would begin by developing a comprehensive work plan to organize and schedule individual and concurrent tasks in such a way that preliminary and final reports were not only thorough, but completed quickly and efficiently. Tasks at this stage would include:

- A detailed analysis of the subject property, including appraisal, environmental, local code and variance issues, location, zoning, transportation, vehicular and pedestrian access, historical, past use, adjacent property use, and other issues which might affect the use and/or value of the subject property to the extent such research has not been done.

- A thorough review of recent similar property sales or rents in the area for comparison purposes. In the case of all of the properties being evaluated comparison will be extended with adjustments to a wider area with similar characteristics.
- With the use of multiple tools for analyzing comparable data and utilizing relevant experts such as appraisers or appropriate technical consultants, a preliminary approach identifying the greatest property potential would be developed, balanced by the needs of the City to consider the surrounding community's plans, future use, and goals.
- Should the environmental report findings indicate that the subject property does in fact contain hazardous materials contamination, Carpenter/Robbins would consult with environmental firms familiar with the area and the process in order to evaluate the findings and then discuss with the City the best approach, as well as adjustment of time lines for execution of a transaction for this particular site.
- After a thorough assessment of the parcels, there may be a discussion to group several parcels in the portfolio together and sell as one transaction. This would allow several parcel transactions to occur at once, therefore lowering the transactional expense to the City, increasing the demand for some less desirable or usable pieces of land, and having the overall potential of increasing the return on investment for the City.

At this point, it would be extremely important to review initial findings with the City as multiple possibilities are likely to result from the preliminary research.

Familiarizing appropriate City departments with project status at this stage would help ensure that Carpenter/Robbins and the City were moving in the appropriate direction or directions. At this key point, feedback from the City would help refine further direction and the most advantageous action plans could be further developed.

Once Carpenter/Robbins completed the preliminary approach review with the City and had developed a clear plan (or multiple plans), more detailed analysis would be developed accordingly and utilize the following types of information for the final reports:

- Valuation of the property under a variety of scenarios;
- Recommended best uses;
- Recommended pricing, if it differs from the current value
- Current market conditions report (also taking into account pertinent investment and lending dynamics), which would provide recommendations for optimal market timing;
- Analysis of advantages/disadvantages to the City for each approach; and
- Implementation schedule, including City approval times, marketing, negotiations, review and approval, contract preparation, escrow close, etc. should it vary from the proposed timelines.

Once again, it would be necessary to review Carpenter/Robbins' final recommendation report with the City and adopt, as necessary, any revisions based on the City's input. The development of a final plan and implementation schedule would then require the City's approval.

A.2.1. Comprehensive Marketing Plan
Carpenter/Robbins' approach to developing a comprehensive marketing plan for the disposition of subject property would include the following:

a. **Specific Steps** – Carpenter/Robbins has a specific program of steps leading to a successful close. In the process, Carpenter/Robbins will reduce the City's risk by:

   - Helping select the best buyer;

- Managing the due diligence process; and
- Ensuring that the property is carefully marketed, a pool of qualified buyers is selected, and a sale is completed in an agreed time frame.

b. Superior Services – Carpenter/Robbins will provide in-house due diligence, analytical and investment brokerage resources, research, administration, and graphics. The combination of these services offers superior access to developers, investors, brokerage services, financial services, and local market knowledge and expertise with a vast transaction experience base.

c. Maximum Return on Investment – The marketing strategy is designed to create maximum qualified interest in the property by exposing it to the widest market of qualified buyers, creating a sense of urgency on the part of investors. Carpenter/Robbins will target local and regional developers and end users for the property. Specifically, we will use our vast experience in working with private and regional developers and users to secure the ideal buyer.

d. Experience and Skill of the Listing Team – Carpenter/Robbins personnel are experienced with marketing and disposing of commercial real estate and have had sale offerings continually in the market for over 25 years.

e. Marketing Reach – Our marketing strategy has (1) the ability to reach buyers within and outside of the local buyer pool; (2) a proven marketing process; (3) strong market and product knowledge; (4) a continually updated real-time list of the most active buyers in the market; and (5) no conflicts with competing sales in the submarket.

f. Marketing Package – Our marketing package will be the heart of our marketing plan, using the highest quality analytic presentations combined with the use of on-line distribution and presentation. Marketing materials are as believably aggressive as possible on the matters subject to assumption, and they manage how information subject to due diligence is disclosed to a prospective buyer. They will focus the prospective buyer on the highlights of the property. We understand that our role is to provide a prospective buyer with all the information they require to be able to make their offer with confidence. The marketing package will consist of:

- A detailed color brochure in hard copy and HTML/PDF format summarizing the property address, property and site characteristics, location overview, opportunity discussion, zoning summary, parcel size, APN, pricing, and terms of sale.
- Procedure for submission of offers and detailed procedural instructions should a call for offers date be required.

g. Direct Marketing – While technology has given information to buyers of real estate worldwide, direct marketing of the City's property also still requires reaching out to logical local and regional developers and end users. We are familiar with the individuals and firms that comprise these groups:

- Developers – There are numerous local and regional real estate developers who might have interest in this site. The properties will be presented to them individually.
- 1031/1033 Exchange Developers – Developers coming out of a 1031 or 1033 Exchange and looking for a trade property might have interest in this parcel.
- Local Users – We will contact surrounding property occupiers and local businesses.

We will primarily be contacting these prospective buyers directly by phone and electronically. We may also mail a few marketing packages out, but this marketing approach has become almost non-existent in the past 36 months.

h. Broker and Interested Investor Communications – Full cooperation with outside brokers is not only a policy, it is simply good business. A key aspect of professional promotion in the real estate industry is willing cooperation with other agents and brokers. No listing company controls the entire marketplace; so through our cooperating approach to working with other brokerage firms, we encourage brokers to expose the property to as many of their client buyers as possible.

Broker cooperation includes providing all information upon request, mailings of brochure/offering memorandum, and prompt replies to all questions. It also means making sure other agents are provided with a full package of information that they can use to accurately describe the property's potential to their clients.

Distribution to brokers (some resources are also accessible to principals) include the following:

- LoopNet™ and CoStar™ (an on-line, combined commercial real estate subscription service to the industry with 200,000 commercial users);
- Property Send (120,000 commercial brokers);
- SIOR® listing service (3,000 commercial brokers); and
- CCIM broadcast website (13,000 commercial brokers).

i. Showings – Serious buyers must be taken on-site to truly understand the features of any given property. It is part of the broker's responsibility to be present whenever someone wishes to walk the site and has serious interest in the property. We want to be certain the property is shown in the most favorable light and that all questions are answered on-site or in a follow-up call or communication.

Follow-Up As Appropriate – Quick responses will be made to contacts in a professional manner; and the analysis of proposals, counter-proposals, buyer qualifications, and other details will be completed promptly until the property has sold. If substantial interest is generated – which we feel will be the case – then with the City's approval, we may do a call for offers by a specific date.

Analysis and Evaluation – Part of the service you can expect is assistance in the evaluation of offers and ensuring a timely and smooth close of escrow. We are all interested in accepting offers only if we believe the buyer is serious, realistic, and capable. We will help you evaluate all aspects of offers received, including the following characteristics of the buyer:

- Past performance;
- Financial capability;
- Prior experience in developing public/private properties; and
- Reputation in the market, and the buyer's compatibility with local government goals for the property and the adjacent community's development.

EXHIBIT B

PAYMENT SCHEDULE

A commission fee of 6 percent (6%) will be paid for the sale of each property. In the event of participation of a cooperating broker, the commission fee would then be shared on a 50/50 basis with the cooperating broker.

A.3. Proposed Timeline and Schedule for Completing Assignments

PROJECT SCHEDULE

Activity	Time Frame	Updates
(1) Due diligence as needed	10-15 days	Upon completion
(2) Develop prospective purchaser/developer list for each parcel	15-25 days	Update City weekly
(3) Develop discussion points with the City and create marketing materials	15-30 days	Update City weekly
(4) Market to targeted buyers and developers	30 days	Update City bi- weekly
(5) Negotiations/discussions with candidates	15 days	Update City immediately as required
(6) Provide report and recommendation for City review	10 days	At end of 10 days
(7) Finalize terms with buyer	10 days	Update City immediately as required
(8) Assist City with finalizing contract and transaction closing	30-60 days	Update City as needed

A.4. Conflict of Interest Statement

Carpenter/Robbins does not have any known conflicts of interest relating to these properties, City, Successor Agency or Oversight Board, or Scope of Work under this Request for Proposals. In addition, Carpenter/Robbins is not aware of any company that might submit a qualification statement on a City of Seaside and/or Successor Agency property sale. As a matter of company policy, Carpenter/Robbins will only act as an agent of the City in any transaction. There will be no dual agency.

EXHIBIT C

LOCATION SCHEDULE

1271 Canyon Del Rey Boulevard
307 Roberts Avenue
1533-1535 Del Monte Blvd
Broadway Avenue and Terrace Street
1600 and 1624 LaSalle Avenue

EXHIBIT D

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than $1,000,000 per occurrence, $2,000,000 aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less that $1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 per accident or disease.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than
$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurers that *are admitted carriers in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII.*

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors, and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

4. 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 City and approved of in writing. .No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

5. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

6. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

7. Certificate(s) are to reflect that the insurer will provide 30 days' notice to City of any

cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

8. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.

9. Consultant agrees to ensure that 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 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 subcontractors and others engaged in the project will be submitted to City for review.

10. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall reviewoptions with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

11. The City 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 City will negotiate additional compensation proportional to the increased benefit to City.

12. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

13. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

14. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

15. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

16. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

17. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. 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 limiting or all-inclusive.

18. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

19. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

20. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.