



AMENDED
A G E N D A

CITY OF SEASIDE
CITY COUNCIL/SUCCESSOR
AGENCY TO REDEVELOPMENT
AGENCY OF THE CITY OF SEASIDE
PARKING AUTHORITY/JOINT
POWERS FINANCING AUTHORITY

JOINT SPECIAL MEETING
Council Chamber
440 Harcourt Avenue
Thursday, July 5, 2018
5:30 PM

PLEASE TURN OFF YOUR CELL PHONES UPON ENTERING THE MEETING

1. **CALL TO ORDER**

Ralph Rubio	Mayor/Chair
Dennis Alexander	Mayor Pro Tem/Vice Chair
Jason Campbell	Council/Agency Member
David R. Pacheco	Council/Agency Member
Kayla Jones	Council/Agency Member

2. **PLEDGE OF ALLEGIANCE**

3. **PUBLIC COMMENT**

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

4. **CONSENT AGENDA**

A. **APPROVAL OF MINUTES FROM JUNE 21, 2018**

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

PURPOSE & RECOMMENDATION: It is requested that the Agency Board approve and file the accounts payable and wired payments made during the period of June 12, 2018 through June 22, 2018. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of June 21, 2018 is requested. Total Accounts Payable and Payroll for the above referenced period is \$121.34.

5. **STUDY SESSION**

A. **RECEIVE PRESENTATION ON CITY HALL SOLAR PROJECT DRAFT
FEASIBILITY ANALYSIS**

PURPOSE & RECOMMENDATION: Receive presentation on the feasibility for City Hall Solar Energy Project at City Hall and provide staff direction.

6. BUSINESS ITEMS

A. CONSIDER ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING AMENDMENT NO. 2 TO THE JOINT EXERCISE OF POWERS AGREEMENT WITH RESPECT TO THE CITY OF SEASIDE JOINT POWERS FINANCING AUTHORITY;

AND A RESOLUTION OF THE PARKING AUTHORITY OF THE CITY OF SEASIDE APPROVING AMENDMENT NO. 2 TO THE JOINT EXERCISE OF POWERS AGREEMENT WITH RESPECT TO THE CITY OF SEASIDE JOINT POWERS FINANCING AUTHORITY;

AND A RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE APPROVING AMENDMENT NO. 2 TO THE JOINT EXERCISE OF POWERS AGREEMENT WITH RESPECT TO THE CITY OF SEASIDE JOINT POWERS FINANCING AUTHORITY

PURPOSE & RECOMMENDATION: It is recommended that the City Council consider and adopt a resolution approving Amendment No. 2 to the Joint Exercise of Powers Agreement with respect to the City of Seaside Joint Powers Financing Authority.

It is also recommended that the Board of the Parking Authority of the City of Seaside consider and adopt a resolution approving Amendment No. 2 to the Joint Exercise of Powers Agreement with respect to the City of Seaside Joint Powers Financing Authority.

It is also recommended that the Board of the Successor Agency to the Redevelopment Agency of the City of Seaside consider and adopt a resolution approving Amendment No. 2 to the Joint Exercise of Powers Agreement with respect to the City of Seaside Joint Powers Financing Authority.

Approval of the attached resolution and Amendment No. 2 to the Joint Exercise of Powers Agreement would allow the Parking Authority of the City of Seaside to become a member of the City of Seaside Joint Powers Financing Authority and the Successor Agency to the Redevelopment Agency of the City of Seaside to withdraw from the City of Seaside Joint Powers Financing Authority.

B. RESOLUTION OF THE PARKING AUTHORITY OF THE CITY OF SEASIDE APPROVING RESTATED BYLAWS OF THE PARKING AUTHORITY

PURPOSE & RECOMMENDATION: Consider and adopt the attached resolution of the Parking Authority of the City of Seaside Approving Restated Bylaws of the Parking Authority. Approval of the attached resolution and Restated Bylaws is desirable to update and clarify the rules and regulations applying to the governance of the Parking Authority,

which has been dormant since the 1970s.

C. RESOLUTION OF THE CITY OF SEASIDE JOINT POWERS FINANCING AUTHORITY AMENDING ITS REGULAR MEETING SCHEDULE AND BY-LAWS

PURPOSE & RECOMMENDATION: It is recommended that the Board of the City of Seaside Joint Powers Financing Authority consider and adopt the attached resolution amending its regular meeting schedule and by-laws. Approval of the attached resolution will provide more timing flexibility to the Authority in assisting the City in the financing and refinancing of public capital improvements and clarify and simplify the administrative governance of the Authority.

7. CLOSED SESSION

A. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (1)(d)

Conference with legal counsel regarding significant exposure to litigation (four potential cases).

B. CLOSED SESSION CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9

Keep Fort Ord Wild VS. City of Seaside (Real Party:
Alfred P. Govler, AP Glover Enterprises LLC) Case Number 18CV002418

8. ADJOURNMENT

Next Regularly Scheduled Meeting:
July 19, 2018
Seaside City Hall
5:30 PM

The City of Seaside is committed to providing accessible facilities and accommodating people with disabilities in all of its services programs and activities. If special considerations are needed by any person to fully participate in this meeting, they are asked to contact the City Clerk at 899-6707 no fewer than two business days prior to the meeting to allow reasonable arrangements. The City Council chamber is equipped with a portable microphone and assisted listening devices are available at all meetings.

City Council 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&noplaylists=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



DRAFT MINUTES

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

JOINT SPECIAL MEETING
COUNCIL CHAMBER
Thursday, June 21, 2018
5:30 PM

1. **CALL TO ORDER**

Mayor Pro Tem Alexander called the meeting to order at 5:30 PM.

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

PRESENT: Alexander, Campbell, Jones, Pacheco
ABSENT: Rubio

2. **PLEDGE OF ALLEGIANCE**

3. **PUBLIC COMMENT**

Mayor Pro tem Alexander invited comments from the public and had no requests to speak.

4. **CONSENT AGENDA**

On motion by Council Member Jason Campbell and seconded by Kayla Jones and passed by the following vote the City Council approved the Consent Agenda as presented.

RESULT: **Approved**

AYES: Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones

NOES: None

A. **APPROVAL OF MINUTES FROM JUNE 7, 2018**

Action: Approved

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

Action: Approved and filed

5. **CLOSED SESSION**

Mayor Pro tem Alexander invited comments from the public on the closed session items.

- Mitt Sawney questioned the negotiation with the Seaside Resort Development and requested that the Council share with the public the status of the development.

City Manager Malin spoke to the progress of the resort project assuring the Council and the public that the project is moving forward and still is on track to bring a world class, high quality project to Seaside and that the City is expected to close on the property in October and should be under construction by the end of the year.

The City Council adjourned to closed session at 5:36 pm.

A. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (d)(2)

Conference with legal counsel regarding significant exposure to litigation (four potential cases).

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

Property Location: Seaside Resort Development: 1 McClure Way

Negotiator for the City: Craig Malin, City Manager. Under Negotiation: Instructions to negotiator will concern price, terms of payment or both.

6. ADJOURNMENT

The City Council reconvened to open session at 6:43 PM

City Attorney Freeman reported that the City received a communication regarding the Nurse's Barracks project and reported that the City has an ordinance in place that requires a minimum of 45 years for affordable housing for any project. He further reported that while the project is 4.9 acres it is part of a larger 40 acre parcel currently owned by FORA and in the base reuse plan the full 40 acres is designated as a community park so the City Council intends to adopt a resolution stating that the remaining 35 acres will remain a community park. He said that height and lot coverage issues are under the City's purview and will be handled during the permitting process and that the project is looking to find ways to be more sustainable.

On motion, meeting was adjourned at 6:46 PM.

Respectfully submitted,

Lesley Milton-Rerig, City Clerk

Ralph Rubio, Mayor/Chair



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 4.B.

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

FROM: Craig Malin, City Manager

BY:

DATE: July 5, 2018

SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS

PURPOSE & RECOMMENDATION

It is requested that the Agency Board approve and file the accounts payable and wired payments made during the period of June 12, 2018 through June 22, 2018. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of June 21, 2018 is requested. Total Accounts Payable and Payroll for the above referenced period is \$121.34.

BACKGROUND

In accordance with Government Code Section 37208, at each Agency Board 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, the above referenced, and linked list of checks conforms to the approved budget and has been paid. These checks are submitted to the Agency Board for inspection and confirmation.

A description of the checks and wires exceeding \$10,000.00 is as follows:

* There were no checks over \$10,000.00 for the period of June 12 through June 22, 2018.

The Checks report is available on the City's website here:

<http://www.ci.seaside.ca.us/194/Check-Draft-Register>

FISCAL IMPACT

ATTACHMENTS

None

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 5.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer
Scott Ottmar, Senior Engineer

DATE: July 5, 2018

**SUBJECT: RECEIVE PRESENTATION ON CITY HALL SOLAR PROJECT
DRAFT FEASIBILITY ANALYSIS**

PURPOSE & RECOMMENDATION

Receive presentation on the feasibility for City Hall Solar Energy Project at City Hall and provide staff direction.

BACKGROUND

On February 16, 2016, the City issued a Request for Proposal (RFP) soliciting qualified firms to submit proposals to perform a feasibility study and develop plans and specifications for a photovoltaic (PV) system located at City Hall. On March 15, 2018, the City received 3 proposals from EDesignC Inc., Integral Group, and Sage Renewables. After review, careful consideration, and evaluation consistent with the selection process described in the RFP, Sage Renewables was identified as the most qualified firm to complete the scope of work and contract was approved on April 19, 2018.

The scope of work is broken into two phases consisting of a feasibility assessment in the first phase and design in the second phase. The goal of the feasibility assessment is to identify the optimal PV system size, conduct financial analysis over a 25 year period, and discuss a few financing options.

The analysis is underway and the presentation will be delivered at the meeting.

ENVIRONMENTAL COMPLIANCE

Per California Government Code 21080.35, the proposed solar project is exempt from CEQA requirements. A notice of exemption will be filed upon direction of the council to proceed with

the project.

FISCAL IMPACT

To be discussed at the Study Session.

ATTACHMENTS

None

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 6.A.

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

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: July 5, 2018

SUBJECT: **CONSIDER ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING AMENDMENT NO. 2 TO THE JOINT EXERCISE OF POWERS AGREEMENT WITH RESPECT TO THE CITY OF SEASIDE JOINT POWERS FINANCING AUTHORITY;**

AND A RESOLUTION OF THE PARKING AUTHORITY OF THE CITY OF SEASIDE APPROVING AMENDMENT NO. 2 TO THE JOINT EXERCISE OF POWERS AGREEMENT WITH RESPECT TO THE CITY OF SEASIDE JOINT POWERS FINANCING AUTHORITY;

AND A RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE APPROVING AMENDMENT NO. 2 TO THE JOINT EXERCISE OF POWERS AGREEMENT WITH RESPECT TO THE CITY OF SEASIDE JOINT POWERS FINANCING AUTHORITY

PURPOSE & RECOMMENDATION

It is recommended that the City Council consider and adopt a resolution approving Amendment No. 2 to the Joint Exercise of Powers Agreement with respect to the City of Seaside Joint Powers Financing Authority.

It is also recommended that the Board of the Parking Authority of the City of Seaside consider and adopt a resolution approving Amendment No. 2 to the Joint Exercise of Powers Agreement with respect to the City of Seaside Joint Powers Financing Authority.

It is also recommended that the Board of the Successor Agency to the Redevelopment Agency of the City of Seaside consider and adopt a resolution approving Amendment No. 2 to the Joint Exercise of Powers Agreement with respect to the City of Seaside Joint Powers Financing

Authority.

Approval of the attached resolution and Amendment No. 2 to the Joint Exercise of Powers Agreement would allow the Parking Authority of the City of Seaside to become a member of the City of Seaside Joint Powers Financing Authority and the Successor Agency to the Redevelopment Agency of the City of Seaside to withdraw from the City of Seaside Joint Powers Financing Authority.

BACKGROUND

Pursuant to the Joint Exercise of Powers Act, Government Code Section 6500, et seq. (the “Joint Powers Act”), the City and the Redevelopment Agency in 1988 created the City of Seaside Joint Powers Financing Authority, by entering into a Joint Exercise of Powers Agreement (the “JPA Agreement”). Under the Joint Powers Act, the Financing Authority has all of the powers common to its members, as well as additional, independent powers under the Joint Powers Act. The Joint Powers Act authorizes the Financing Authority to assist public agencies, such as the City and its related entities, in the financing and refinancing of public capital improvements.

Most recently, in 2006 the Financing Authority assisted the City with the financing of certain capital improvements to the irrigation system of the City’s Bayonet and Black Horse Golf Courses. It is expected that this year, the assistance of the Financing Authority will again be needed to assist the City in securing financing for the Cutino Park Improvement Project and the construction of road improvements authorized by the Transportation Agency for Monterey County Measure X sales tax.

The former Redevelopment Agency’s interest in the JPA Agreement was assigned to the Successor Agency to the Redevelopment Agency of the City of Seaside by operation of AB X1 26, which enacted the Dissolution Act. The Dissolution Act, as amended by AB 1484, enacted by the State Legislature on June 27, 2012, and as amended further by SB 107, enacted by the State Legislature on September 22, 2015, introduces complications to certain bond financing assisted by the Financing Authority. Added by AB 1484 and as amended by SB 107, Health and Safety Code Section 34187 specifies that the Successor Agency’s existence will terminate within a few months after the final payment of debt of the former Redevelopment Agency (or the disposal of all real property and resolution of all outstanding litigation). The last debt of the Redevelopment Agency matures in 2033, and assuming that all real property has been disposed of and that there is no litigation at the time, the Successor Agency’s existence will terminate within approximately 15 years from now.

To finance or refinance public capital improvements of the City and its related entities, it is expected that additional bonded indebtedness or obligations will be issued with the assistance of the Financing Authority, and having terms and maturities extending beyond termination of the Successor Agency. Amendment of the JPA Agreement to add another member is necessary in order to preserve the continued existence of the Financing Authority after the termination of the Successor Agency’s existence. The financing for the Measure X road improvements is expected to have a term of longer than 15 years, and the financing for the Cutino Park Improvement Project may have a term of longer than 15 years. Therefore, it is necessary to add the Parking

Authority as a member to the Financing Authority to assure the financial feasibility of these important projects proposed to be financed by bonds, as well as other future capital improvement projects of the City.

Attached Amendment No. 2 to the JPA Agreement would add the Parking Authority of the City of Seaside as a member of the Financing Authority and withdraw and terminate the Successor Agency as a member of the Financing Authority. Amendment No. 2 would facilitate the continued existence of the Financing Authority beyond the termination of the Successor Agency. In addition, the Successor Agency would no longer be subject to provisions of the JPA Agreement that could require the Successor Agency to contribute funds in the future. To date, no financial contributions have been required from the former Redevelopment Agency or the Successor Agency under such provisions.

FISCAL IMPACT

By withdrawal of the Successor Agency from the Financing Authority, the Successor Agency will no longer be subject to potential financial contribution requirements under the JPA Agreement. By addition of the Parking Authority of the City of Seaside to the JPA Agreement, the Financing Authority will continue in existence beyond the termination of the Successor Agency, thereby allowing the Financing Authority to continue to assist the City and its related entities in bond financings for significant public benefits, including (a) demonstrable savings in effective interest rate or bond issuance costs, (b) significant reductions in effective user charges levied, (c) employment benefits from undertaking the project in a timely fashion, or (d) more efficient delivery of local agency services to residential and commercial development.

ATTACHMENTS

1. City Resolution Approving Amendment No. 2 to JPA Agreement
2. Parking Authority Resolution Approving Amendment No. 2 to J
3. Successor Agency Resolution Approving Amendment No. 2 to JP
4. Amendment No. 2 to Joint Exercise of Powers Agreement (Seas
5. Seaside JPA Agreement with Amendment No. 1

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
APPROVING AMENDMENT NO. 2 TO THE JOINT EXERCISE OF
POWERS AGREEMENT WITH RESPECT TO THE
CITY OF SEASIDE JOINT POWERS FINANCING AUTHORITY**

RECITALS:

A. The Joint Exercise of Powers Act, California Government Code Section 6500, et seq. (the “Joint Powers Act”), provides that public agencies by agreement may jointly exercise any power common to the contracting parties.

B. Pursuant to Article 4 of the Joint Powers Act (also known as the Marks-Roos Local Bond Pooling Act of 1985), an authority created pursuant to Article 1 of the Joint Powers Act has additional, independent powers under the Joint Powers Act, including the power to issue bonds to pay the cost of any public capital improvement, and the power to make secured or unsecured loans to a local agency, including the City of Seaside (the “City”) and the Parking Authority of the City of Seaside (the “Parking Authority”), in connection with the financing of public capital improvements and to refinance indebtedness incurred in connection with public capital improvements undertaken and completed, and may purchase bonds issued by any local agency at a public or private sale and such bonds may be held by the authority or sold to public or private purchasers at public or negotiated sales.

C. Pursuant to the Joint Powers Act, the City and the Redevelopment Agency of the City of Seaside (the “Former Redevelopment Agency”) have heretofore entered into that certain Joint Exercise of Powers Agreement, dated as of April 1, 1988 (the “Original JPA Agreement”), pursuant to which the public entity known as the “City of Seaside Joint Powers Financing Authority” was created.

D. Pursuant to Section 16 of the Original JPA Agreement, the City and the Former Redevelopment Agency entered into Amendment No. 1 to Joint Exercise of Powers Agreement Between the City of Seaside and the Redevelopment Agency of the City of Seaside, dated as of May 4, 2006 (“Amendment No. 1”), which amended the Original JPA Agreement to clarify the powers of the City of Seaside Joint Powers Financing Authority. The Original JPA Agreement, as amended by Amendment No. 1, is referred to herein as the “JPA Agreement.”

E. On June 29, 2011, Assembly Bill No. 26 was enacted as Chapter 5 of Statutes of 2011 (“AB 26”), pursuant to which all redevelopment agencies in the State of California were statutorily dissolved as of February 1, 2012, including the Former Redevelopment Agency, and the Former Redevelopment Agency’s interests in and obligations under the JPA Agreement were assigned to the Successor Agency to the Redevelopment Agency of the City of Seaside (the “Successor Agency”) by operation of the law enacted by AB 26, including but not limited to California Health and Safety Code Section 34178(b)(3).

F. On June 27, 2012, Assembly Bill No. 1484 was enacted as Chapter 26 of Statutes of 2012 (“AB 1484”). California Health and Safety Code Section 34187(b), added by

AB 1484, provides that the Successor Agency shall terminate its existence within one year of the final payment of debt of the Former Redevelopment Agency.

G. On September 22, 2015, Senate Bill No. 107 was enacted as Chapter 325 of Statutes of 2015 (“SB 107”), pursuant to which California Health and Safety Code Section 34187(b) was amended to provide for the dissolution of the Successor Agency within several months of the final retirement or payment of all enforceable obligations of the Former Redevelopment Agency, disposal of all real property, and resolution of all outstanding litigation of the Successor Agency.

H. There continues to be a need within the City, consistent with the need described in the declarations of the State Legislature set forth in Article 4 of the Joint Powers Act, to expand, upgrade, and otherwise improve the public capital facilities of local government necessary to support the rehabilitation and construction of residential and economic development. The needs of local government for financing these facilities greatly exceed the amount of funds available from existing state, local, and federal sources.

I. The needs of the City to expand, upgrade, and otherwise improve the public capital facilities are expected to continue beyond the termination of the Successor Agency, and bonded indebtedness or other obligations that have been or may be issued with the assistance of the City of Seaside Joint Powers Financing Authority are expected to have terms and maturities extending beyond the termination of the Successor Agency.

J. Section 16 of the JPA Agreement provides that the JPA Agreement may be amended at any time by a supplemental agreement executed by the City and the Successor Agency, as successor by operation of law to the Former Redevelopment Agency.

K. The Parking Authority is a “public agency” within the meaning of that term under Section 6502 of the Joint Powers Act.

L. The common powers of the City and the Parking Authority include the power to issue revenue bonds for the purpose of financing the acquisition, construction, rehabilitation, refinancing, or development of public parking facilities and for the provision of capital improvements in connection with and determined necessary to the public parking facilities; the power to purchase bonds, notes or other obligations; the power to acquire and dispose of real and personal property; the power to pay for the cost of publicly owned improvements in connection with and determined necessary to the public parking facilities; and the power to accept financial assistance from various public sources. The City and the Parking Authority desire to jointly exercise certain powers common to the parties, as set forth herein, including the foregoing and including the expansion, upgrading and improvement of said public capital improvements, and to facilitate the continued existence of the City of Seaside Joint Powers Financing Authority, which may also exercise its independent powers authorized by the Joint Powers Act.

M. In furtherance of the purposes of the JPA Agreement and the Joint Powers Act, including Article 4 thereof, and pursuant to Section 16 of the JPA Agreement, the City and the Successor Agency desire to enter into Amendment No. 2 (as defined herein) to add the

Parking Authority as a party to the JPA Agreement, to provide for the withdrawal of the Successor Agency from the City of Seaside Joint Powers Financing Authority and the JPA Agreement, and to amend the stated term of the JPA Agreement, including clarifying changes necessitated by all of the foregoing.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SEASIDE
HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. The form of Amendment No. 2 to Joint Exercise of Powers Agreement (“Amendment No. 2”), dated as of July 1, 2018, by and among the City, the Successor Agency, and the Parking Authority, is hereby approved, and the Mayor is hereby authorized and directed, for and on behalf of the City, to execute and deliver Amendment No. 2 in substantially the form on file with the City Clerk and presented to this meeting, with such changes therein as the Mayor may approve, such approval to be conclusively evidenced by his execution and delivery thereof.

Section 2. The City Clerk shall cause a copy of Amendment No. 2 to be filed with the California Secretary of State pursuant to Section 6503.5 of the Joint Powers Act and with the California Controller and the local agency formation commission in the County of Monterey pursuant to Section 6503.6 of the Joint Powers Act.

Section 3. This Resolution shall take effect upon its adoption.

PASSED, APPROVED, AND ADOPTED, this 5th day of July, 2018.

MAYOR

ATTEST:

CITY CLERK

RESOLUTION NO. ____

**RESOLUTION OF THE PARKING AUTHORITY OF THE CITY OF
SEASIDE APPROVING AMENDMENT NO. 2 TO THE JOINT
EXERCISE OF POWERS AGREEMENT WITH RESPECT TO THE
CITY OF SEASIDE JOINT POWERS FINANCING AUTHORITY**

RECITALS:

A. The Joint Exercise of Powers Act, California Government Code Section 6500, et seq. (the “Joint Powers Act”), provides that public agencies by agreement may jointly exercise any power common to the contracting parties.

B. Pursuant to Article 4 of the Joint Powers Act (also known as the Marks-Roos Local Bond Pooling Act of 1985), an authority created pursuant to Article 1 of the Joint Powers Act has additional, independent powers under the Joint Powers Act, including the power to issue bonds to pay the cost of any public capital improvement, and the power to make secured or unsecured loans to a local agency, including the City of Seaside (the “City”) and the Parking Authority of the City of Seaside (the “Parking Authority”), in connection with the financing of public capital improvements and to refinance indebtedness incurred in connection with public capital improvements undertaken and completed, and may purchase bonds issued by any local agency at a public or private sale and such bonds may be held by the authority or sold to public or private purchasers at public or negotiated sales.

C. Pursuant to the Joint Powers Act, the City and the Redevelopment Agency of the City of Seaside (the “Former Redevelopment Agency”) have heretofore entered into that certain Joint Exercise of Powers Agreement, dated as of April 1, 1988 (the “Original JPA Agreement”), pursuant to which the public entity known as the “City of Seaside Joint Powers Financing Authority” was created.

D. Pursuant to Section 16 of the Original JPA Agreement, the City and the Former Redevelopment Agency entered into Amendment No. 1 to Joint Exercise of Powers Agreement Between the City of Seaside and the Redevelopment Agency of the City of Seaside, dated as of May 4, 2006 (“Amendment No. 1”), which amended the Original JPA Agreement to clarify the powers of the City of Seaside Joint Powers Financing Authority. The Original JPA Agreement, as amended by Amendment No. 1, is referred to herein as the “JPA Agreement.”

E. On June 29, 2011, Assembly Bill No. 26 was enacted as Chapter 5 of Statutes of 2011 (“AB 26”), pursuant to which all redevelopment agencies in the State of California were statutorily dissolved as of February 1, 2012, including the Former Redevelopment Agency, and the Former Redevelopment Agency’s interests in and obligations under the JPA Agreement were assigned to the Successor Agency to the Redevelopment Agency of the City of Seaside (the “Successor Agency”) by operation of the law enacted by AB 26, including but not limited to California Health and Safety Code Section 34178(b)(3).

F. On June 27, 2012, Assembly Bill No. 1484 was enacted as Chapter 26 of Statutes of 2012 (“AB 1484”). California Health and Safety Code Section 34187(b), added by

AB 1484, provides that the Successor Agency shall terminate its existence within one year of the final payment of debt of the Former Redevelopment Agency.

G. On September 22, 2015, Senate Bill No. 107 was enacted as Chapter 325 of Statutes of 2015 (“SB 107”), pursuant to which California Health and Safety Code Section 34187(b) was amended to provide for the dissolution of the Successor Agency within several months of the final retirement or payment of all enforceable obligations of the Former Redevelopment Agency, disposal of all real property, and resolution of all outstanding litigation of the Successor Agency.

H. There continues to be a need within the City, consistent with the need described in the declarations of the State Legislature set forth in Article 4 of the Joint Powers Act, to expand, upgrade, and otherwise improve the public capital facilities of local government necessary to support the rehabilitation and construction of residential and economic development. The needs of local government for financing these facilities greatly exceed the amount of funds available from existing state, local, and federal sources.

I. The needs of the City to expand, upgrade, and otherwise improve the public capital facilities are expected to continue beyond the termination of the Successor Agency, and bonded indebtedness or other obligations that have been or may be issued with the assistance of the City of Seaside Joint Powers Financing Authority are expected to have terms and maturities extending beyond the termination of the Successor Agency.

J. Section 16 of the JPA Agreement provides that the JPA Agreement may be amended at any time by a supplemental agreement executed by the City and the Successor Agency, as successor by operation of law to the Former Redevelopment Agency.

K. The Parking Authority is a “public agency” within the meaning of that term under Section 6502 of the Joint Powers Act.

L. The common powers of the City and the Parking Authority include the power to issue revenue bonds for the purpose of financing the acquisition, construction, rehabilitation, refinancing, or development of public parking facilities and for the provision of capital improvements in connection with and determined necessary to the public parking facilities; the power to purchase bonds, notes or other obligations; the power to acquire and dispose of real and personal property; the power to pay for the cost of publicly owned improvements in connection with and determined necessary to the public parking facilities; and the power to accept financial assistance from various public sources. The City and the Parking Authority desire to jointly exercise certain powers common to the parties, as set forth herein, including the foregoing and including the expansion, upgrading and improvement of said public capital improvements, and to facilitate the continued existence of the City of Seaside Joint Powers Financing Authority, which may also exercise its independent powers authorized by the Joint Powers Act.

M. In furtherance of the purposes of the JPA Agreement and the Joint Powers Act, including Article 4 thereof, and pursuant to Section 16 of the JPA Agreement, the City and the Successor Agency desire to enter into Amendment No. 2 (as defined herein) to add the

Parking Authority as a party to the JPA Agreement, to provide for the withdrawal of the Successor Agency from the City of Seaside Joint Powers Financing Authority and the JPA Agreement, and to amend the stated term of the JPA Agreement, including clarifying changes necessitated by all of the foregoing.

NOW THEREFORE, THE BOARD OF DIRECTORS OF THE PARKING AUTHORITY OF THE CITY OF SEASIDE HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. The form of Amendment No. 2 to Joint Exercise of Powers Agreement (“Amendment No. 2”), dated as of July 1, 2018, by and among the City, the Successor Agency, and the Parking Authority, is hereby approved, and the Chair of the Board of Directors is hereby authorized and directed, for and on behalf of the Parking Authority, to execute and deliver Amendment No. 2 in substantially the form on file with the Secretary of the Parking Authority and presented to this meeting, with such changes therein as the Chair of the Board of Directors may approve, such approval to be conclusively evidenced by his execution and delivery thereof.

Section 2. This Resolution shall take effect upon its adoption.

PASSED, APPROVED, AND ADOPTED, this 5th day of July, 2018.

CHAIR

ATTEST:

SECRETARY

RESOLUTION NO. ____

**RESOLUTION OF THE SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE
APPROVING AMENDMENT NO. 2 TO THE JOINT EXERCISE OF
POWERS AGREEMENT WITH RESPECT TO THE
CITY OF SEASIDE JOINT POWERS FINANCING AUTHORITY**

RECITALS:

A. The Joint Exercise of Powers Act, California Government Code Section 6500, et seq. (the “Joint Powers Act”), provides that public agencies by agreement may jointly exercise any power common to the contracting parties.

B. Pursuant to Article 4 of the Joint Powers Act (also known as the Marks-Roos Local Bond Pooling Act of 1985), an authority created pursuant to Article 1 of the Joint Powers Act has additional, independent powers under the Joint Powers Act, including the power to issue bonds to pay the cost of any public capital improvement, and the power to make secured or unsecured loans to a local agency, including the City of Seaside (the “City”) and the Parking Authority of the City of Seaside (the “Parking Authority”), in connection with the financing of public capital improvements and to refinance indebtedness incurred in connection with public capital improvements undertaken and completed, and may purchase bonds issued by any local agency at a public or private sale and such bonds may be held by the authority or sold to public or private purchasers at public or negotiated sales.

C. Pursuant to the Joint Powers Act, the City and the Redevelopment Agency of the City of Seaside (the “Former Redevelopment Agency”) have heretofore entered into that certain Joint Exercise of Powers Agreement, dated as of April 1, 1988 (the “Original JPA Agreement”), pursuant to which the public entity known as the “City of Seaside Joint Powers Financing Authority” was created.

D. Pursuant to Section 16 of the Original JPA Agreement, the City and the Former Redevelopment Agency entered into Amendment No. 1 to Joint Exercise of Powers Agreement Between the City of Seaside and the Redevelopment Agency of the City of Seaside, dated as of May 4, 2006 (“Amendment No. 1”), which amended the Original JPA Agreement to clarify the powers of the City of Seaside Joint Powers Financing Authority. The Original JPA Agreement, as amended by Amendment No. 1, is referred to herein as the “JPA Agreement.”

E. On June 29, 2011, Assembly Bill No. 26 was enacted as Chapter 5 of Statutes of 2011 (“AB 26”), pursuant to which all redevelopment agencies in the State of California were statutorily dissolved as of February 1, 2012, including the Former Redevelopment Agency, and the Former Redevelopment Agency’s interests in and obligations under the JPA Agreement were assigned to the Successor Agency to the Redevelopment Agency of the City of Seaside (the “Successor Agency”) by operation of the law enacted by AB 26 (as amended, the “Dissolution Act”), including but not limited to California Health and Safety Code Section 34178(b)(3).

F. On June 27, 2012, Assembly Bill No. 1484 was enacted as Chapter 26 of Statutes of 2012 (“AB 1484”). California Health and Safety Code Section 34187(b), added by AB 1484, provides that the Successor Agency shall terminate its existence within one year of the final payment of debt of the Former Redevelopment Agency.

G. On September 22, 2015, Senate Bill No. 107 was enacted as Chapter 325 of Statutes of 2015 (“SB 107”), pursuant to which California Health and Safety Code Section 34187(b) was amended to provide for the dissolution of the Successor Agency within several months of the final retirement or payment of all enforceable obligations of the Former Redevelopment Agency, disposal of all real property, and resolution of all outstanding litigation of the Successor Agency.

H. There continues to be a need within the City, consistent with the need described in the declarations of the State Legislature set forth in Article 4 of the Joint Powers Act, to expand, upgrade, and otherwise improve the public capital facilities of local government necessary to support the rehabilitation and construction of residential and economic development. The needs of local government for financing these facilities greatly exceed the amount of funds available from existing state, local, and federal sources.

I. The needs of the City to expand, upgrade, and otherwise improve the public capital facilities are expected to continue beyond the termination of the Successor Agency, and bonded indebtedness or other obligations that have been or may be issued with the assistance of the City of Seaside Joint Powers Financing Authority are expected to have terms and maturities extending beyond the termination of the Successor Agency.

J. Section 16 of the JPA Agreement provides that the JPA Agreement may be amended at any time by a supplemental agreement executed by the City and the Successor Agency, as successor by operation of law to the Former Redevelopment Agency.

K. The Parking Authority is a “public agency” within the meaning of that term under Section 6502 of the Joint Powers Act.

L. The common powers of the City and the Parking Authority include the power to issue revenue bonds for the purpose of financing the acquisition, construction, rehabilitation, refinancing, or development of public parking facilities and for the provision of capital improvements in connection with and determined necessary to the public parking facilities; the power to purchase bonds, notes or other obligations; the power to acquire and dispose of real and personal property; the power to pay for the cost of publicly owned improvements in connection with and determined necessary to the public parking facilities; and the power to accept financial assistance from various public sources. The City and the Parking Authority desire to jointly exercise certain powers common to the parties, as set forth herein, including the foregoing and including the expansion, upgrading and improvement of said public capital improvements, and to facilitate the continued existence of the City of Seaside Joint Powers Financing Authority, which may also exercise its independent powers authorized by the Joint Powers Act.

M. The Successor Agency desires to withdraw from the JPA Agreement.

N. In furtherance of the purposes of the JPA Agreement, the Joint Powers Act, including Article 4 thereof, and the Dissolution Act, and pursuant to Section 16 of the JPA Agreement, the City and the Successor Agency desire to enter into Amendment No. 2 (as defined herein) to add the Parking Authority as a party to the JPA Agreement, to provide for the withdrawal of the Successor Agency from the City of Seaside Joint Powers Financing Authority and the JPA Agreement, and to amend the stated term of the JPA Agreement, including clarifying changes necessitated by all of the foregoing.

NOW THEREFORE, THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. The form of Amendment No. 2 to Joint Exercise of Powers Agreement (“Amendment No. 2”), dated as of July 1, 2018, by and among the City, the Successor Agency, and the Parking Authority, is hereby approved, and the Chair of the Successor Agency is hereby authorized and directed, for and on behalf of the Successor Agency, to execute and deliver Amendment No. 2 in substantially the form on file with the Secretary and presented to this meeting, with such changes therein as the Chair of the Successor Agency may approve, such approval to be conclusively evidenced by his execution and delivery thereof.

Section 2. This Resolution shall take effect upon its adoption.

PASSED, APPROVED, AND ADOPTED, this 5th day of July, 2018.

CHAIR

ATTEST:

SECRETARY

AMENDMENT NO. 2 TO JOINT EXERCISE OF POWERS AGREEMENT

with respect to the

CITY OF SEASIDE JOINT POWERS FINANCING AUTHORITY

This Amendment No. 2 to Joint Exercise of Powers Agreement (this “Amendment No. 2”) is dated as of July 1, 2018 for reference purposes, and is made by and among the City of Seaside (the “City”), the Successor Agency to the Redevelopment Agency of the City of Seaside (the “Successor Agency”), and the Parking Authority of the City of Seaside (the “Parking Authority”), to amend that certain Joint Exercise of Powers Agreement, dated as of April 1, 1988 (the “Original JPA Agreement”), as amended by that certain Amendment No. 1 to Joint Exercise of Powers Agreement Between the City of Seaside and the Redevelopment Agency of the City of Seaside, dated as of May 4, 2006 (“Amendment No. 1”; and together with the Original JPA Agreement, the “JPA Agreement”).

RECITALS:

- A. The Joint Exercise of Powers Act, being California Government Code Section 6500, et seq. (the “Joint Powers Act”), provides that public agencies by agreement may jointly exercise any power common to the contracting parties.
- B. Pursuant to Article 4 of the Joint Powers Act (also known as the Marks-Roos Local Bond Pooling Act of 1985), an authority created pursuant to Article 1 of the Joint Powers Act has additional, independent powers under the Joint Powers Act, including the power to issue bonds to pay the cost of any public capital improvement, and the power to make secured or unsecured loans to a local agency, including the City and the Parking Authority, in connection with the financing of public capital improvements and to refinance indebtedness incurred in connection with public capital improvements undertaken and completed, and may purchase bonds issued by any local agency at a public or private sale and such bonds may be held by the authority or sold to public or private purchasers at public or negotiated sales.
- C. Pursuant to the Joint Powers Act, the City and the Redevelopment Agency of the City of Seaside (the “Former Redevelopment Agency”) have heretofore entered into the Original JPA Agreement, pursuant to which the public entity known as the “City of Seaside Joint Powers Financing Authority” was created.
- D. Pursuant to Section 16 of the Original JPA Agreement, the City and the Former Redevelopment Agency entered into Amendment No. 1 to Joint Exercise of Powers Agreement Between the City of Seaside and the Redevelopment Agency of the City of Seaside, dated as of May 4, 2006 (“Amendment No. 1”), which amended the Original JPA Agreement to clarify the powers of the City of Seaside Joint Powers Financing Authority. The Original JPA Agreement, as amended by Amendment No. 1, is referred to herein as the “JPA Agreement.”
- E. On June 29, 2011, Assembly Bill No. 26 was enacted as Chapter 5 of Statutes of 2011 (“AB 26”), pursuant to which all redevelopment agencies in the State of California were statutorily dissolved as of February 1, 2012, including the Former Redevelopment Agency, and the Former Redevelopment Agency’s interests in and obligations

under the JPA Agreement were assigned to the Successor Agency by operation of the law enacted by AB 26, including but not limited to California Health and Safety Code Section 34178(b)(3).

F. On June 27, 2012, Assembly Bill No. 1484 was enacted as Chapter 26 of Statutes of 2012 (“AB 1484”). California Health and Safety Code Section 34187(b), added by AB 1484, provides that the Successor Agency shall terminate its existence within one year of the final payment of debt of the Former Redevelopment Agency.

G. On September 22, 2015, Senate Bill No. 107 was enacted as Chapter 325 of Statutes of 2015 (“SB 107”), pursuant to which California Health and Safety Code Section 34187(b) was amended to provide for the dissolution of the Successor Agency within several months of the final retirement or payment of all enforceable obligations of the Former Redevelopment Agency, disposal of all real property, and resolution of all outstanding litigation of the Successor Agency.

H. There continues to be a need within the City, consistent with the need described in the declarations of the State Legislature set forth in Article 4 of the Joint Powers Act, to expand, upgrade, and otherwise improve the public capital facilities of local government necessary to support the rehabilitation and construction of residential and economic development. The needs of local government for financing these facilities greatly exceed the amount of funds available from existing state, local, and federal sources.

I. The needs of the City to expand, upgrade, and otherwise improve the public capital facilities are expected to continue beyond the termination of the Successor Agency, and bonded indebtedness or other obligations that may be issued with the assistance of the City of Seaside Joint Powers Financing Authority are expected to have terms and maturities extending beyond the termination of the Successor Agency and the current stated term of the JPA Agreement.

J. Section 16 of the JPA Agreement provides that the JPA Agreement may be amended at any time by a supplemental agreement executed by the City and the Successor Agency, as successor by operation of law to the Former Redevelopment Agency.

K. The Parking Authority is a “public agency” within the meaning of that term under Section 6502 of the Joint Powers Act.

L. The common powers of the City and the Parking Authority include the power to issue revenue bonds for the purpose of financing the acquisition, construction, rehabilitation, refinancing, or development of public parking facilities and for the provision of capital improvements in connection with and determined necessary to the public parking facilities; the power to purchase bonds, notes or other obligations; the power to acquire and dispose of real and personal property; the power to pay for the cost of publicly owned improvements in connection with and determined necessary to the public parking facilities; and the power to accept financial assistance from various public sources. The City and the Parking Authority desire to jointly exercise certain powers common to the parties, as set forth herein, including the foregoing and including the expansion, upgrading and improvement of said public

capital improvements, and to facilitate the continued existence of the City of Seaside Joint Powers Financing Authority, which may also exercise its independent powers authorized by the Joint Powers Act.

M. The Parking Authority desires to enter into this Amendment No. 2 to become a party to the JPA Agreement in furtherance of the Joint Powers Act, including Article 4 thereof.

N. The Successor Agency desires to withdraw from the JPA Agreement.

O. In furtherance of the purposes of the JPA Agreement and the Joint Powers Act, including Article 4 thereof, and pursuant to Section 16 of the JPA Agreement, the City and the Successor Agency desire to enter into this Amendment No. 2 to add the Parking Authority as a party to the JPA Agreement, to provide for the withdrawal of the Successor Agency from the City of Seaside Joint Powers Financing Authority and the JPA Agreement, and to amend the stated term of the JPA Agreement, including clarifying changes necessitated by all of the foregoing.

NOW, THEREFORE, the City, the Successor Agency, and the Parking Authority agree as follows:

Section 1. Amendments to the JPA Agreement.

A. The JPA Agreement is hereby amended to include the Parking Authority as a party to the JPA Agreement. By its signature to this Amendment No. 2, the Parking Authority agrees to be a party to the JPA Agreement and accepts the terms of the JPA Agreement.

B. The JPA Agreement is hereby amended to remove the Former Redevelopment Agency as succeeded by the Successor Agency, as assignee by operation of law to the Former Redevelopment Agency, as a member of the City of Seaside Joint Powers Financing Authority and as a party of the JPA Agreement and thus terminate its membership in the City of Seaside Joint Powers Financing Authority.

C. The recitals of the JPA Agreement are hereby amended to add eighth and ninth recitals as follows:

“WHEREAS, this Agreement has been amended by that certain Amendment No. 1 to Joint Exercise of Powers Agreement Between the City of Seaside and the Redevelopment Agency of the City of Seaside, dated as of May 4, 2006 (“Amendment No. 1”), which amended the Original JPA Agreement to clarify that the powers and purpose of the Authority include assisting the financing of certain public capital improvements of the City.

WHEREAS, this Agreement has been amended by that certain Amendment No. 2 to Joint Exercise of Powers Agreement, dated as of July 1, 2018, to reflect the addition of the Parking Authority of the City of Seaside as a member of the Authority and as a party to this Agreement and to reflect the

withdrawal of the Successor Agency to the Redevelopment Agency of the City of Seaside, as successor to the Agency by operation of law upon the Agency's statutory dissolution, from membership of the Authority and the JPA Agreement."

D. Section 1 of the JPA Agreement is hereby amended as follows:

1. The definition of "Bond Purchase Agreement" is hereby amended and restated in its entirety to read as follows:

The term "Bond Purchase Agreement" shall mean an agreement of the Authority to purchase Bonds of the City or the Parking Authority solely from funds received from the Authority's simultaneous sale of such Bonds to an underwriter named therein, on the terms and conditions set forth therein.

2. The definition of "Bonds" is hereby amended and restated in its entirety to read as follows:

The term "Bonds" shall mean bonds of the City or the Parking Authority authorized and issued pursuant to the laws of the State of California.

3. The following additional defined terms are hereby added to Section 1:

"Amendment No. 1" means that certain Amendment No. 1 to Joint Exercise of Powers Agreement Between the City of Seaside and the Redevelopment Agency of the City of Seaside, dated as of May 4, 2006, by and between the City and the Agency.

"Amendment No. 2" means that certain Amendment No. 2 to Joint Exercise of Powers Agreement, dated as of July 1, 2018, by and among the City, the Successor Agency to the Redevelopment Agency of the City of Seaside, as successor to the former Agency, and the Parking Authority.

"Parking Authority" means the Parking Authority of the City of Seaside, a public body, corporate and politic, duly organized and validly existing pursuant to the Constitution of the State of California and the Parking Law of 1949.

"Parking Law of 1949" means the Parking Law of 1949, being California Streets and Highways Code Section 32500, et seq., as amended from time to time.

E. Section 3 of the JPA Agreement is hereby amended and restated in its entirety to read as follows:

"SECTION 3. TERM

This Agreement shall become effective as of the date hereof and shall continue in full force and effect until terminated by the parties hereto pursuant to a supplemental agreement executed by the City and the Parking Authority. This

Agreement may be terminated at any time that no Bonds or other obligations of the Authority are outstanding.”

F. Subsection D.4 of Section 4 of the JPA Agreement is hereby amended and restated in its entirety to read as follows:

“(4) The City Council of the City shall determine the charges to be made against the Authority for the services of the treasurer and controller.”

G. The first sentence of the first paragraph of Section 5 of the JPA Agreement is hereby amended and restated in its entirety to read as follows:

“The Authority shall have the power to purchase, with the amounts received or to be received by it pursuant to a Bond Purchase Agreement, Bonds issued by the City or the Parking Authority at public or negotiated sale, for the purposes set forth in Section 2 hereof, all in accordance with the Law.”

H. The third paragraph of Section 5 of the JPA Agreement is hereby amended and restated in its entirety to read as follows:

“Such power shall be exercised subject only to such restrictions upon the manner of exercising such power as are imposed upon the City in the exercise of similar powers, as provided in Section 6509 of the Law.”

I. Section 8 of the JPA Agreement is hereby amended and restated in its entirety to read as follows:

“SECTION 8. DISPOSITION OF ASSETS

Upon termination of this Agreement as set forth in Sections 3 and 6 hereof, all assets of the Authority shall, after payment of all unpaid costs, expenses and charges incurred under this Agreement, be distributed among the parties hereto in accordance with the respective contributions of each of the parties and subject to Section 9 hereof.”

J. Except for the Recitals of the JPA Agreement and the defined terms of the JPA Agreement amended or added by Section 1.D. of this Amendment No. 2, which shall read as set forth in such Section 1.D., and except as otherwise amended by the foregoing provisions of this Section 1, all references in the JPA Agreement to the “Agency” are hereby amended and restated to refer to the “Parking Authority.”

Section 2. JPA Agreement to Remain in Effect. Save and except as expressly amended by this Amendment No. 2, the JPA Agreement shall remain in full force and effect.

Section 3. Filing with Secretary of State and State Controller. The Executive Director of the Authority shall cause to be filed, or shall confirm the filing of, a notice of this Amendment No. 2 with the office of the Secretary of State within 30 days of its effective date, as required by Section 6503.5 of the Joint Powers Act, and a copy of this Amendment No. 2 together with the

Original JPA Agreement and Amendment No. 1 to be filed with the Controller and the local agency formation commission in the County of Monterey as required by Section 6503.6 of the Joint Powers Act.

Section 4. Counterparts. This Amendment No. 2 may be executed in counterparts, and photocopies or facsimile copies of this Amendment No. 2 may be used as originals.

Section 5. Effective Date. The effective date of this Amendment No. 2 shall be the date upon which the resolution of the Oversight Board for the Successor Agency approving this Amendment No. 2 is effective pursuant to Sections 34179(h) and 34181(f) of the California Health and Safety Code.

[signatures on next page]

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. 2
as of the date first written above.

CITY OF SEASIDE

Mayor

ATTEST:

City Clerk

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF
SEASIDE

Chair

ATTEST:

Secretary

PARKING AUTHORITY OF THE CITY OF
SEASIDE

Chair

ATTEST:

Secretary



State of California
March Fong Eu
Secretary of State

FILE NO. 875

FILED
In the office of the Secretary of State
of the State of California

MAY 18 1988

March Fong Eu
MARCH FONG EU
SECRETARY OF STATE

(Office Use Only)

NOTICE OF A JOINT POWERS AGREEMENT
(Government Code Section 6503.5 or 6503.7)

Instructions:

1. Complete and mail to: Secretary of State,
P.O. Box 704, Sacramento, CA 95812-0704 (916) 324-6778
2. Include filing fee of \$5.00.
3. Do not include attachments, unless otherwise specified.

The name of the agency or entity created under the agreement and responsible for the administration of the agreement is: City of Seaside Joint Powers Financing Authority

Mailing address: 1600 LaSalle, Seaside, California 93955

Provide a short title of the agreement if applicable: Joint Exercise of Powers Agreement
by and between City of Seaside and Redevelopment Agency of the City
of Seaside

The public agencies party to the agreement are:

- (1) City of Seaside
- (2) Redevelopment Agency of the City of Seaside
- (3) _____

if more space is needed, continue on a separate sheet and attach it to this form.

The effective date of the agreement is: April 1, 1988

Provide a condensed statement of the agreement's purpose or the powers to be exercised: to assist
in the financing of certain redevelopment activities of the Agency.

Brenda Wadlington
Signature

Brenda Wadlington, Legal Assist.

Typed Name and Title

JOINT EXERCISE OF POWERS AGREEMENT

BY AND BETWEEN

CITY OF SEASIDE

AND

REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE

JOINT EXERCISE OF POWERS AGREEMENT

THIS AGREEMENT, dated for convenience as of April 1, 1988, by and between the CITY OF SEASIDE, a municipal corporation duly organized and existing in the State of California, under and by virtue of the laws of the State of California (herein called the "City"), and the REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE, a public body, corporate and politic, duly organized and existing under and by virtue of the laws of the State of California (herein called the "Agency").

W I T N E S S E T H:

WHEREAS, Articles 1 and 2 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California authorize the City and the Agency to create a joint exercise of powers entity (herein called the "City of Seaside Joint Powers Financing Authority" or the "Authority") which has the power to jointly exercise any powers common to the City and the Agency;

WHEREAS, the City and the Agency are each empowered by law to undertake certain projects and programs;

WHEREAS, the City is authorized to issue bonds, expend bond proceeds, borrow and loan money for certain public purposes pursuant to the Government Code of the State of California;

WHEREAS, the Agency is authorized to issue bonds, expend bond proceeds, borrow and loan money for any of its corporate purposes pursuant to the provisions of the Community Redevelopment Act of the State of California;

WHEREAS, Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Marks-Roos Local Bond Pooling Act of 1985") authorizes and empowers the Authority to purchase bonds issued by the Agency for financing public capital improvements, working capital; liability and other insurance needs, or projects whenever there are significant public benefits, as determined by the Agency;

WHEREAS, the Marks-Roos Local Bond Pooling Act of 1985 further authorizes and empowers the Authority to sell bonds so purchased to public or private purchasers at public or negotiated sale; and

WHEREAS, by this Agreement, the City and the Agency desire to create and establish the City of Seaside Joint Powers Authority for the purposes set forth herein and to exercise the powers described herein;

NOW, THEREFORE, the City and the Agency, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

SECTION 1. DEFINITIONS

Unless the context otherwise requires, the terms defined in this Section 1 shall for all purposes of this Agreement have the meanings herein specified.

Act

The term "Act" means the Community Redevelopment Law of the State of California (being Part I of Division 24 of the Health and Safety Code of the State of California, as amended) and Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, and all laws amendatory thereof or supplemental thereto.

Agency

The term "Agency" shall mean the Redevelopment Agency of the City of Seaside, a public body, corporate and politic, duly organized and existing under and by virtue of the laws of the State of California.

Authority

The term "Authority" shall mean the City of Seaside Joint Powers Financing Authority created by this Agreement.

Board

The term "Board" shall mean the governing board of the Authority.

Bond Purchase Agreement

The term "Bond Purchase Agreement" shall mean an agreement of the Authority to purchase Bonds of the Agency solely from funds received from the Authority's simultaneous

sale of such Bonds to an underwriter named therein, on the terms and conditions set forth therein.

Bonds

The term "Bonds" shall mean bonds of the Agency authorized and issued pursuant to the Act.

City

The term "City" shall mean the existing municipal corporation known as the City of Seaside, a city duly organized and existing under and by virtue of the laws of the State of California.

Law

The term "Law" shall mean Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (Sections 6500-6599), including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

SECTION 2. PURPOSE

This agreement is made pursuant to the Law and for the purpose of assisting the financing of certain redevelopment activities of the Agency by exercising the powers referred to in the recitals hereof and described in Section 5 herein.

SECTION 3. TERM

This Agreement shall become effective as of the date hereof and shall continue in full force and effect until April 1, 2028, unless extended or earlier terminated by a supplemental agreement of the Agency and the City.

SECTION 4. AUTHORITY

A. Creation of Authority

There is hereby created pursuant to the Law an agency and public entity to be known as the "City of Seaside Joint Powers Financing Authority." As provided in the Law, the Authority shall be a public entity separate from the City and the Agency. The debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of the City or the Agency.

Within 30 days after the effective date of this Agreement or any amendment hereto, the Authority will cause a notice of this Agreement or amendment to be prepared and filed with the office of the Secretary of State in the manner set forth in Section 6503.5 of the Law.

B. Governing Board

The Authority shall be administered by the Board whose members shall be, at all times, the members of the City Council and of the Board of Directors of the Agency. The term of office as a member of the Board of each member of the City Council or of the Board of Directors of the Agency shall terminate when such member of the Board shall cease to be a member of the City Council or of the Board of Directors of the Agency; and the successor to such member of the City Council or of the Board of Directors of the Agency shall become a member of the Board.

Members of the Board shall not receive any compensation for serving as such, but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

C. Meetings of Board

(1) Regular Meetings. The Board shall hold at least one regular meeting each year, and, by resolution, may provide for the holding of regular meetings at more frequent intervals. The date upon which, and the hour and place at which, each such regular meeting shall be held shall be fixed by resolution of the Board.

(2) Legal Notice. All meetings of the Board shall be called, noticed, held and conducted subject to the provisions of the Ralph M. Brown Act (Chapter 9 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (Sections 54950-54961)) or any successor legislation hereinafter enacted.

(3) Minutes. The secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to the City and the Agency.

(4) Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn meetings from time to time.

D. Officers; Duties; Bonds

(1) The Board shall elect a chairman of the Authority and a vice-chairman of the Authority from among its members and shall appoint a secretary of the Authority who may, but need not, be a member of the Board.

(2) The Finance Director of the City is hereby designated as treasurer of the Authority. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the treasurer is designated as the depositary of the Authority to have custody of all the money of the Authority, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Law.

(3) The Finance Director of the City, who performs the functions of auditor and controller for the City, is hereby designated as controller of the Authority, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Law. He shall draw checks to pay demands against the Authority when the demands have been approved by the Authority.

(4) The Board of Directors of the Agency shall determine the charges to be made against the Authority for the services of the treasurer and controller.

(5) The treasurer and controller of the Authority are designated as the public officers or persons who have charge of, handle, or have access to any property of the Authority, and each such officer shall file an official bond in the amount of \$25,000 as required by Section 6505.1 of the Law.

(6) The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

SECTION 5. POWERS

The Authority shall have the power to purchase, with the amounts received or to be received by it pursuant to a Bond Purchase Agreement, Bonds issued by the Agency at public or negotiated sale, for the purposes set forth in Section 2 hereof, all in accordance with the Law. Any such bonds so purchased may be held by the Authority or sold to public or private purchasers at public or negotiated sale, in whole or in part. The Authority shall set any other terms and conditions on any purchase or sale contemplated herein as it deems to be necessary, appropriate and in the public interest, in furtherance of the Law.

The Authority is authorized, in its own name, to do all acts necessary for the exercise of said powers for said purposes, including but not limited to any or all of the following: to make and enter into contracts; to employ agents and employees; and to sue and be sued in its own name.

Such power shall be exercised subject only to such restrictions upon the manner of exercising such power as are imposed upon the Agency in the exercise of similar powers, as provided in Section 6509 of the Law.

Notwithstanding the foregoing, the Authority shall have any additional powers conferred under the Law, insofar as such additional powers may be necessary to accomplish the purposes set forth in Section 2 hereof.

SECTION 6. TERMINATION OF POWERS

The Authority shall continue to exercise the powers herein conferred upon it until the termination of this Agreement or until the City and the Agency shall have mutually rescinded this Agreement.

SECTION 7. FISCAL YEAR

Unless and until changed by resolution of the Board, the fiscal year of the Authority shall be the period from July 1 of each year to and including the following June 30, except for the first fiscal year which shall be the period from the date of this Agreement to the following June 30.

SECTION 8. DISPOSITION OF ASSETS

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 6 hereof, all assets of the Authority shall be distributed to the Agency, subject to Section 9 hereof.

SECTION 9. CONTRIBUTIONS AND ADVANCES

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by the City and the Agency for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution. Any such advance shall be made subject to repayment, and shall be repaid, in the manner agreed upon by the City or the Agency, as the case may be, and the Authority at the time of making such advance. It is mutually understood and agreed that neither the City nor the Agency has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though either may do so. The City or the Agency may allow the use of personnel, equipment or property in lieu of other contributions or advances to the Authority.

SECTION 10. AGREEMENT NOT EXCLUSIVE

This Agreement shall not be exclusive and shall not be deemed to amend or alter the terms of other agreements

between the City and the Agency, except as the terms of this Agreement shall conflict therewith, in which case the terms of this Agreement shall prevail.

SECTION 11. ACCOUNTS AND REPORTS

The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority shall be open to inspection at all reasonable times by the City and the Agency and their representatives. The Authority shall give an audited written report of all financial activities for each fiscal year to the City and to the Agency within 150 days after the close of each fiscal year.

The treasurer and controller of the Authority shall either make or contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Authority. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of an account and records is made by a certified public accountant or public accountant, a report thereof shall be filed as public records with the City and the Agency. Such report shall be filed within 12 months of the end of the fiscal year or years under examination.

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants, in making an audit pursuant to this section shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for the purpose.

In any year the Board may, by unanimous vote and with the unanimous approval of the City and the Agency, replace the annual special audit with an audit covering a two-year period.

SECTION 12. CONFLICT OF INTEREST CODE

The Authority by resolution shall adopt a Conflict of Interest Code as required by law.

SECTION 13. BREACH

If default shall be made by the City or the Agency in any covenant contained in this Agreement, such default shall not excuse either the City or the Agency from fulfilling its obligations under this Agreement and the City and the Agency shall continue to be liable for the payment of contributions and the performance of all conditions herein contained. The City and the Agency hereby declare that this Agreement is entered into for the benefit of the Authority created hereby and the City and the Agency hereby grant to the Authority the right to enforce by whatever lawful means the Authority deems appropriate all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted

are cumulative and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

SECTION 14. SEVERABILITY

Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

SECTION 15. SUCCESSORS; ASSIGNMENT

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties. Except to the extent expressly provided herein, neither party may assign any right or obligation hereunder without the consent of the other.

SECTION 16. AMENDMENT OF AGREEMENT

This Agreement may be amended by supplemental agreement executed by the City and the Agency at any time.

SECTION 17. FORM OF APPROVALS

Whenever an approval is required in this Agreement, unless the context specifies otherwise, it shall be given, in the case of the Agency, by resolution duly and regularly adopted by the Board of Directors of the Agency, and, in the case of the City, by resolution duly and regularly adopted by the City Council of the City, and, in the case of the

Authority, by resolution duly and regularly adopted by the Board. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

SECTION 18. NOTICES

Notices to hereunder shall be sufficient if delivered to the City Clerk of the City Council.

SECTION 19. SECTION HEADINGS

All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.



State of California
Secretary of State

AMENDMENT TO A JOINT POWERS AGREEMENT
(Government Code Section 6503.5 or 6503.7)

FILE NO. 1511

FILED
In the office of the Secretary of State
of the State of California
JUN 18 2006

(Office Use Only)

Instructions:

1. Complete and mail to: Secretary of State, P.O. Box 942877, Sacramento, CA 94277-0001 (916) 653-3984
2. Include filing fee of \$1.00.
3. Do not include attachments.

Date of filing initial notice with the Secretary of State: May 18, 1988

File number of initial notice: 875

Name of Joint Powers agreement: City of Seaside Joint Powers Financing Authority

Mailing Address: 440 Harcourt Avenue, Seaside, CA 93955

Complete one or more boxes below. The agreement has been amended to:

- ☐ Change the parties to the agreement as follows: _____
- ☐ Change the name of the administering agency or entity as follows: _____
- ☒ Change the purpose of the agreement or the powers to be exercised as follows: For the purpose of assisting the financing of certain public capital improvements of the City and certain redevelopment activities of the Agency
- ☐ Change the short title of the agreement as follows: _____
- ☐ Make other changes to the agreement as follows: _____

June 13, 2006
Date

Daphne H. Hodgson
Signature

Daphne Hodgson, Finance Director
Typed Name and Title

AMENDMENT NO. 1 TO JOINT EXERCISE OF POWERS
AGREEMENT BETWEEN THE CITY OF SEASIDE AND THE
REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE

THIS AMENDMENT NO. 1 TO JOINT POWERS AGREEMENT BETWEEN CITY OF SEASIDE AND THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE (the "Amendment") is made as of May 4, 2006, by and between the City of Seaside (the "City") and the Redevelopment Agency of the City of Seaside (the "Agency"), with respect to the following facts:

WHEREAS, the City and the Agency entered into a joint exercise of powers agreement (the "Agreement") on April 1, 1998 creating the City of Seaside Joint Powers Financing Authority (the "Authority").

WHEREAS, the City and the Agency now wish to amend the Agreement to further clarify the powers of the Authority.

THE AGREEMENT, THEREFORE, is hereby amended as set forth below.

- 1) Section 2 is hereby amended to read in full as follows:

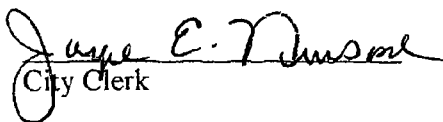
SECTION 2. PURPOSE. This Agreement is made pursuant to the Law and for the purpose of assisting the financing of certain public capital improvements of the City and certain redevelopment activities of the Agency by exercising the powers described in Section 5 herein.

IN WITNESS WHEREOF, the City and the Agency hereto have caused this Amendment No. 1 to be duly executed and attested as of the date first written above.

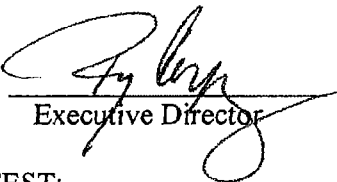
CITY OF SEASIDE

By: 
Mayor

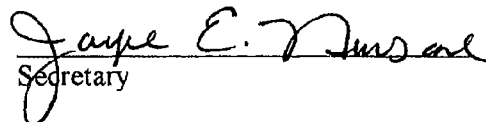
ATTEST:


City Clerk

REDEVELOPMENT AGENCY OF THE
CITY OF SEASIDE

By: 
Executive Director

ATTEST:


Secretary



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 6.B.

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

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: July 5, 2018

SUBJECT: RESOLUTION OF THE PARKING AUTHORITY OF THE CITY OF SEASIDE APPROVING RESTATED BYLAWS OF THE PARKING AUTHORITY

PURPOSE & RECOMMENDATION

Consider and adopt the attached resolution of the Parking Authority of the City of Seaside Approving Restated Bylaws of the Parking Authority. Approval of the attached resolution and Restated Bylaws is desirable to update and clarify the rules and regulations applying to the governance of the Parking Authority, which has been dormant since the 1970s.

BACKGROUND

On November 4, 1971, the City Council adopted its Resolution No. 71-78, which activated and established the Parking Authority of the City of Seaside, as provided by the Parking Law of 1949 (Part 2 of Division 18 (commencing with Section 32500) of the California Streets and Highways Code). Pursuant to Section 32661.1 of the Parking Law of 1949 and Resolution No. 71-78, the City Council declared itself to be the Parking Authority, thereby constituting the governing body of the Parking Authority as the members of the City Council of the City.

The Parking Authority was originally established to assist with construction of parking facilities for a shopping center located in the Laguna Grande Redevelopment Project. Since then, the Parking Authority has been dormant.

At this point in time, the Parking Authority is needed to facilitate the continued existence of the City of Seaside Joint Powers Financing Authority in the face of the wind-down and eventual dissolution of the Successor Agency to the Redevelopment Agency of the City of Seaside.

Pursuant to the Joint Exercise of Powers Act, Government Code Section 6500, et seq. (the "Joint Powers Act"), the City and the Redevelopment Agency in 1988 created the Financing Authority, by entering into a Joint Exercise of Powers Agreement (the "JPA Agreement"). The Joint Powers Act authorizes the Financing Authority to assist public agencies, such as the City and its

related entities, in the financing and refinancing of public capital improvements. Most recently, in 2006, the Financing Authority assisted the City in the financing of certain capital improvements to the irrigation system of the City's Bayonet and Black Horse Golf Courses.

The former Redevelopment Agency's interest in the JPA Agreement was assigned to the Successor Agency by operation of AB X1 26, which enacted the Redevelopment Dissolution Act. The Redevelopment Dissolution Act requires the Oversight Board to direct the Successor Agency to terminate any agreement between the former Redevelopment Agency and any public entity located in the same county, or any private parties, to reduce liabilities and increase net revenues to taxing entities, in any instance where the Oversight Board has found that early termination would be in the best interest of the taxing entities. This mandate includes withdrawal of the Successor Agency from membership in the Financing Authority and termination of the Successor Agency's interest in the JPA Agreement.

Amendment of the JPA Agreement to add another member, in lieu of the Successor Agency, is necessary in order to preserve the continued existence of the Financing Authority. The Parking Authority, like the City, also has the power to issue bonds, and similar to the former Redevelopment Agency and the Successor Agency, the governing body of the Parking Authority consists of the same individuals as the members of the City Council. In anticipation of two City projects that will require the assistance of the Financing Authority to secure financing - the Cutino Park Improvement Project and certain Measure X road improvements - the already existing Parking Authority is well-positioned to be replace the Successor Agency as a member of the Financing Authority.

The replacement of the Successor Agency by the Parking Authority as a member of the JPA Agreement is on the agenda for this meeting as a subsequent item. With the Parking Authority coming out of dormancy for such purpose, staff recommends that the Parking Authority approve the attached Restated Bylaws to update and clarify the rules and regulations applying to the governance of the Parking Authority.

FISCAL IMPACT

The proposed action for the Parking Authority to adopt Restated Bylaws does not have any financial impact and is recommended for administrative clarity for the Parking Authority's governance.

ATTACHMENTS

1. Resolution Approving Restated Bylaws (Seaside Parking Authority)
-

Reviewed for Submission to the
City Council by:

Meeting Date: July 5, 2018



Craig Malin, City Manager

RESOLUTION NO. ____

**A RESOLUTION OF THE PARKING AUTHORITY OF THE CITY OF SEASIDE
APPROVING RESTATED BYLAWS OF THE PARKING AUTHORITY**

Recitals:

A. On November 4, 1971, the City Council of the City of Seaside (the “City”) adopted its Resolution No. 71-78 determining that there is a need for the parking authority described in, and governed by, Part 2 of Division 18 (commencing with Section 32500) of the California Streets and Highways Code (the “Parking Law of 1949”) to function in the City, thereby authorizing the Parking Authority of the City of Seaside to transact business and exercise any powers under the Parking Law of 1949.

B. Pursuant to Section 32661.1 of the Parking Law of 1949 and Resolution No. 71-78, the City Council declared itself to be the City’s Parking Authority, thereby constituting the governing body of the Parking Authority as the members of the City Council of the City.

C. The Parking Authority desires to adopt Restated Bylaws, which will supersede any prior bylaws previously adopted by the Parking Authority.

NOW THEREFORE, THE PARKING AUTHORITY OF THE CITY OF SEASIDE HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. The Restated Bylaws of the Parking Authority of the City of Seaside, attached hereto as Exhibit A, are hereby approved and adopted as the official bylaws of the Parking Authority.

PASSED, APPROVED AND ADOPTED this 5th day of July, 2018.

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair

ATTEST:

Secretary

EXHIBIT A
RESTATED BYLAWS
OF THE
PARKING AUTHORITY OF THE CITY OF SEASIDE

ARTICLE I - THE PARKING AUTHORITY

Section 1. Name of Parking Authority. The name of the Parking Authority shall be the “Parking Authority of the City of Seaside.”

Section 2. Seal of Authority. The Parking Authority may have a seal. The seal of the Parking Authority shall be in the form of a circle and shall bear the name of the Parking Authority and the year of its organization.

Section 3. Office of Authority. The office of the Parking Authority shall be at the offices of the City of Seaside, 440 Harcourt Avenue, Seaside, California 93955.

Section 4. Governing Body. The members of the City Council of the City of Seaside shall constitute the governing body of the Parking Authority, which governing body shall be known as the Board of Directors.

ARTICLE II - OFFICERS

Section 1. Officers. The officers of the Parking Authority shall be a Chair, a Vice-Chair, a Secretary, a Treasurer and a Chief Administrative Officer. An officer shall sign all contracts, deeds and other instruments made by the Parking Authority.

Section 2. Chair. The Chair shall be the member of the Board of Directors who is the then current Mayor of the City of Seaside. The Chair shall preside at all meetings of the Parking Authority.

Section 3. Vice-Chair. The Vice-Chair shall be the member of the Board of Directors who is the then current Mayor Pro Tem of the City of Seaside. The Vice-Chair shall perform the duties of the Chair in the absence or incapacity of the Chair.

Section 4. Secretary. The Secretary shall be the then current City Clerk of the City of Seaside. The Secretary shall keep the records of the Parking Authority, shall act as Secretary of the meetings of the Board of Directors and record all votes, and shall keep a record of the proceedings of the Parking Authority in the form of minutes to be kept for such purpose, and shall perform all duties incident to the office of Secretary. If the Parking Authority determines to have a seal pursuant to Section 2 of Article I of these Bylaws, the Secretary shall keep in safe custody the seal of the Parking Authority and shall have power to affix such seal as necessary and to the extent required to contracts and instruments authorized by the Board of Directors to be executed. The Secretary may attest to signatures of other officers of the Parking Authority.

Section 5. Treasurer. The Treasurer shall be the then current Finance Director of the City of Seaside. The Treasurer shall keep regular books of accounts showing receipts and expenditures and shall render to the Board of Directors, at least once annually and as additionally requested by the Board of Directors, an account of the transactions of the Parking Authority and shall perform any other duties that are designated from time to time by the Parking Authority. The Treasurer, or in the absence of the Treasurer, a person appointed by the Treasurer or the Board of Directors, shall have the care and custody of all funds of the Parking Authority. The Treasurer may enter into agreements on behalf of the Parking Authority with any financial institution authorized to accept deposits of public funds, providing for the transfer of funds between accounts maintained therein by the Parking Authority upon request by telephone. Such agreements may also provide for the investment upon request by telephone of funds maintained in such accounts, in property or securities in which public agencies may legally invest money subject to their control. Such agreements shall designate the accounts maintained by the Parking Authority which are subject thereto, and the persons who may, from time to time, make such transfers and direct such investments by telephone request.

Section 6. Chief Administrative Officer. The Chief Administrative Officer shall be the then current City Manager of the City of Seaside. The Chief Administrative Officer shall conduct day-to-day administration of the Parking Authority's business and affairs, subject to the direction of the Board of Directors.

Section 7. Additional Duties. The officers of the Parking Authority shall perform such other duties and functions as may from time to time be required by the Parking Authority or these Bylaws or by resolution, rules and regulations or by motion of the Board of Directors. All orders and checks for the payment of money, notes or other evidences of indebtedness under the direction of, issued in the name of, or payable to the Parking Authority shall be signed by or endorsed by the Treasurer, unless otherwise provided by law (including, but not limited to, California Streets and Highways Code Section 33135) or pursuant to an agreement approved by the Board of Directors by resolution.

Section 8. Assistants and Deputies; Additional Personnel.

(a) Whenever an officer of the Parking Authority or the City is designated an officer of the Parking Authority, the assistants and deputies of such officer from time to time shall also be, ex officio, officers of the Parking Authority; and whenever a power is granted to, or a duty imposed upon, such officer, the power may be exercised, or the duty performed, by such assistant or deputy. The Board of Directors may from time to time employ such other personnel as it deems necessary to exercise its powers, duties and functions. The selection and compensation of such officers and other personnel shall be determined by the Board of Directors.

(b) Pursuant to the authority granted by Sections 32811 and 32812 of the California Streets and Highways Code and to avoid the unnecessary duplication of effort or expense, all of the remaining departments and officers of the City shall furnish to the Parking Authority, upon the request of the Chief Administrative Officer and with the general consent of the Board of Directors and the City Council, services and the use of City department facilities in connection with matters within the scope of the normal activities of the particular department. The furnishing of such services and the use of such department facilities shall be subject to

reimbursement by the Parking Authority to the City, to the extent approved by the Board of Directors and the City Council, for not more than the reasonable value thereof.

ARTICLE III - MEETINGS

Section 1. Regular Meetings. A regular meeting of the Board of Directors of the Parking Authority shall be held at the time and place of each regular meeting of the City Council of the City of Seaside. In the event an agenda for a regular meeting of the Parking Authority is not posted timely in accordance with the provisions of Section 54954.2 of the California Government Code, such regular meeting is cancelled without any further action of the Board of Directors or any officer of the Parking Authority.

Section 2. Applicability of Ralph M. Brown Act. Meetings of the Parking Authority shall be held, notice given and the business of the Parking Authority conducted, all as provided in the Ralph M. Brown Act, being California Government Code Section 54950, et seq.

Section 3. Quorum. Three members of the Board of Directors shall constitute a quorum for the purpose of conducting its business and exercising its powers and for all other purposes, but a smaller number may adjourn from time to time until a quorum is obtained. Action may be taken by the Board of Directors upon a vote of a majority of a quorum, unless a higher vote is required by law.

Section 4. Manner of Voting. The manner of voting on resolutions and on other matters shall be as prescribed by the Chair.

ARTICLE IV - REPORTS

Section 1. Financial Reports.

(a) In furtherance of Section 5 of Article II herein and Section 32663 of the California Streets and Highways Code, the Treasurer shall render to the Board of Directors, at least once annually and as additionally requested by the Board of Directors, a detailed report of all of the transactions of the Parking Authority, including a statement of all revenues and expenditures.

(b) In furtherance of Section 32664 of the California Streets and Highways Code, at least once annually, the Parking Authority shall submit a statement of all its financial affairs, audited by independent certified public accountants, to the City Council of the City.

ARTICLE V - AMENDMENTS

Section 1. Amendments to Bylaws. The Bylaws of the Parking Authority may be amended by resolution of the Parking Authority.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 6.C.

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

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: July 5, 2018

**SUBJECT: RESOLUTION OF THE CITY OF SEASIDE JOINT POWERS
FINANCING AUTHORITY AMENDING ITS REGULAR MEETING
SCHEDULE AND BY-LAWS**

PURPOSE & RECOMMENDATION

It is recommended that the Board of the City of Seaside Joint Powers Financing Authority consider and adopt the attached resolution amending its regular meeting schedule and by-laws. Approval of the attached resolution will provide more timing flexibility to the Authority in assisting the City in the financing and refinancing of public capital improvements and clarify and simplify the administrative governance of the Authority.

BACKGROUND

The Authority was created by the City and the former Redevelopment Agency pursuant to a Joint Exercise of Powers Agreement, dated as of April 1, 1988 (the "JPA Agreement") for the purpose of assisting the City and the former Redevelopment Agency to finance and refinance public capital projects. To provide such assistance, from time to time the Authority may issue its bonds, may enter into leasing arrangements with the City, or may purchase bonds on a negotiated basis from the City, all as authorized under the Joint Exercise of Powers Act (Government Code Section 6500 et seq.).

On October 11, 2009, the State Legislature enacted Senate Bill No. 99 which, among other things, added Section 6592.1 to the Government Code, effective January 1, 2010. Section 6592.1 provides that a resolution authorizing bonds or any issuance of bonds or accepting the benefit of any bonds or the proceeds of bonds shall be adopted by an authority only during a regular meeting held pursuant to the Ralph M. Brown Act.

Section 4.C.1 of the JPA Agreement and Section 41 of the By-Laws of the Authority provide that the Board by resolution may provide for the holding of regular meetings at more frequent intervals than one regular meeting each year. From its creation to date, to the extent bond-

related actions have been necessary on dates other than the Authority's regular meetings, the Authority has held a special meeting to consider such bond-related actions.

Because Section 6592.1 now requires that these bond-related actions may only be adopted at a regular meeting of the Authority, staff recommends that the Board adopt the attached Resolution to provide more flexibility to the Authority in assisting the City in the financing and refinancing of public capital improvements. The attached resolution would amend the Board's regular meeting schedule to establish periodic regular meetings which coincide with regular meetings of the City Council. The attached resolution would also provide that in the event an agenda for a regular meeting of the Authority is not timely posted in accordance with the Brown Act, that regular meeting is cancelled without any further action of the Board or any officer of the Authority.

To clarify and simplify the administrative governance of the Authority, the attached Resolution also would amend the By-Laws of the Authority to designate its officers as the corresponding officers of the City administering the equivalent functions and having similar responsibilities.

FISCAL IMPACT

The proposed action does not have any direct financial impact on the Authority. However, adoption of the proposed resolution would provide more timing flexibility to the Authority in assisting the City and its related entities in the financing and refinancing of public capital improvements. It is expected that this year, the assistance of the Authority will again be needed to assist the City in securing financing for the Cutino Park Improvement Project and the construction of road improvements authorized by the Transportation Agency for Monterey County Measure X sales tax. The attached resolution would allow the Authority's approval of bond documents for these financings to be approved on any date coinciding with the City Council's regular meetings.

ATTACHMENTS

1. Financing Authority Resolution amending regular meeting sch
2. Bylaws for Seaside Joint Powers Financing Authority

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. _____

**RESOLUTION OF THE CITY OF SEASIDE JOINT POWERS
FINANCING AUTHORITY AMENDING ITS REGULAR
MEETING SCHEDULE AND BY-LAWS**

RECITALS:

WHEREAS, the City of Seaside Joint Powers Financing Authority (the “Authority”) is a joint exercise of powers authority created pursuant to a Joint Exercise of Powers Agreement, dated as of April 1, 1988 (as heretofore amended, the “Agreement”) for the purpose of assisting the City of Seaside (the “City”) and its related entities in the financing and refinancing of public capital improvements, and in order to provide such assistance the Authority issues its bonds from time to time or, pursuant to Government Code Section 6589, purchases bonds on a negotiated basis from the City and its related entities from time to time; and

WHEREAS, Section 6592.1 of the Government Code, enacted in October 2009 and effective as of January 1, 2010, provides that a resolution authorizing bonds or any issuance of bonds, or accepting the benefit of any bonds or the proceeds of bonds, shall be adopted by a joint exercise of powers authority only during a regular meeting held pursuant to the Ralph M. Brown Act; and

WHEREAS, Section 4.C.1 of the Agreement and Section 41 of the By-Laws of the Authority, adopted on April 7, 1988, provide that the Authority Board by resolution may provide for the holding of regular meetings at more frequent intervals than one regular meeting each year; and

WHEREAS, in order to provide more flexibility to the Authority in providing assistance to the City and its related entities in the financing and refinancing of public capital improvements, the Authority Board wishes to establish periodic regular meetings which coincide with regular meetings of the City Council of the City; and

WHEREAS, in order to clarify and simplify the administrative governance of the Authority, the Authority Board at this time also desires to amend the By-Laws of the Authority to designate its officers as the corresponding officers of the City administering the equivalent functions and having similar responsibilities.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE CITY OF SEASIDE JOINT POWERS FINANCING AUTHORITY AS FOLLOWS:

Section 1. Amendment of Dates and Times of Regular Meetings. Effective as of the date of approval of this Resolution and pursuant to Section 4.C.1 of the Agreement and Section 41 of the By-Laws, a regular meeting of the Authority Board shall be held at the date and time of each regular meeting of the City Council of the City.

Section 2. Circumstances Under Which A Regular Meeting Is Cancelled. In the event an agenda for a regular meeting of the Authority Board is not posted timely in accordance

with the provisions of Section 54954.2 of the Government Code, such regular meeting is cancelled without any further action of the Authority Board or any officer of the Authority.

Section 3. Amendment of By-Laws. Effective as of the date of approval of this Resolution, Article II of the By-Laws is hereby amended as set forth below.

(a) Section 21 of the By-Laws is hereby amended and restated in its entirety as follows:

“Section 21. Officers. The Officers of the Authority shall be the Chairman, Vice-Chairman, Executive Director, Secretary, and Treasurer and Controller.”

(b) The first two sentences of Section 22 of the By-Laws are hereby amended and restated in their entirety as follows:

“Section 22. Chairman. The Mayor of the City of Seaside shall serve as the Chairman of the Authority Board.”

(c) Section 23 of the By-Laws is hereby amended and restated in its entirety as follows:

“Section 23. Vice-Chairman. The Mayor Pro Tem of the City of Seaside shall serve as the Vice-Chairman of the Authority Board. The Vice-Chairman shall perform the duties of the Chairman in the absence or incapacity of the Chairman.”

(d) The first sentence of Section 24 of the By-Laws is hereby amended and restated in its entirety as follows:

“Section 24. Secretary. The City Clerk of the City of Seaside shall serve as Secretary of the Authority. The Secretary shall serve at the pleasure of the Authority Board.”

(e) Article II of the By-Laws is hereby amended by adding a new Section 28 to read as follows:

“Section 28. Executive Director. The City Manager of the City of Seaside shall serve as Executive Director of the Authority. The Executive Director shall conduct day-to-day administration of the Authority’s business and affairs, subject to the direction of the Authority Board.”

Section 4. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

PASSED, APPROVED AND ADOPTED this 5th day of July, 2018.

AYES:

NOES:

ABSENT:

ABSTAIN:

CHAIRMAN

ATTEST:

SECRETARY

Fred's

BY-LAWS OF THE CITY OF SEASIDE
JOINT POWERS FINANCING AUTHORITY

Adopted April 7, 1988

ARTICLE I - THE AUTHORITY

Section 1. Name. The official name of the Authority shall be "City of Seaside Joint Powers Financing Authority".

Section 2. Authority Board Members. The Authority shall be administered by a governing board whose members shall be, at all times, the members of the Agency of Seaside (the "City") and the Redevelopment Agency of the City of Seaside (the "Agency") (herein, the "Authority Board"). The term of office as a member of the Authority Board of each member of the City or the Agency shall terminate when such member of the Authority Board shall cease to be a member of the City or the Agency; and the successor to such member of the City or the Agency shall become a member of the Authority Board.

Section 3. Office and Place of Meetings. The business office of the Authority shall be at 440 Harcourt Avenue, Seaside, California 93955 or at such other place as may be designated by the Authority Board. Regular meetings shall be held at the business office of the Authority, or at such other place as the Chairman may designate.

Section 4. Compensation. Members may receive their actual and necessary expenses, including traveling expenses incurred in the discharge of their duties, but only when authorized by the Authority and if there are unencumbered funds available for such purpose.

ARTICLE II - OFFICERS

Section 21. Officers. The Officers of the Authority shall be the Chairman, Vice-Chairman, Secretary, Treasurer and Controller.

Section 22. Chairman. The Chairman of the Authority shall be elected by the Authority Board from among its members. The term of office shall be from the date of his or her election through the date of the first regular meeting of the Authority in the next succeeding calendar year; provided that he or she shall serve until a successor has been elected. The Chairman shall preside at all meetings of the Authority, and shall submit such information and recommendations to the Authority Board as he or she may consider proper concerning the business, policies and affairs of the Authority. The Chairman shall also serve as the chief executive officer of the Authority and shall be responsible for execution and supervision of the affairs of the Authority. Except as otherwise authorized by resolution of the Authority Board, the Chairman or the Chairman's designee shall sign all contracts, deeds and other instruments executed by the Authority.

Section 23. Vice-Chairman. The Vice-Chairman shall be elected by the Authority Board from among its members. The term of office shall be from the date of his or her election through the date of the first regular meeting of the Authority

in the next succeeding calendar year; provided that he or she shall serve until a successor has been elected. The Vice-Chairman shall perform the duties of the Chairman in the absence or incapacity of the Chairman. In case of the resignation or death of the Chairman, the Vice-Chairman shall perform such duties as are imposed on the Chairman, until such time as the members shall elect a new Chairman.

Section 24. Secretary. The Secretary shall be appointed by the Authority Board and shall serve at the pleasure of the Authority. The Secretary shall keep the records of the Authority, shall act as Secretary at the meetings of the Authority and record all votes, and shall keep a record of the proceedings of the Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to the office.

Section 25. Treasurer. The Finance Director of the City shall be the Treasurer and the Controller of the Authority, and shall perform the duties set forth in the Joint Exercise of Powers Agreement.

Section 26. Election of Officers. Election of officers shall be the first order of business at the first meeting of the Authority, regular or special, held in each calendar year.

Section 27. Authority to Bind Authority. No member, officer, agent or employee of the Authority, without prior specific or general authority by a vote of the Authority

Board, shall have any power or authority to bind the Authority by any contract, to pledge its credits, or to render it liable for any purpose in any amount.

ARTICLE III - EMPLOYEES AND AGENTS

Section 31. Appointment of Employees and Agents.

The Authority may from time to time request from the City or the Agency the services of such personnel, counsel or agents, permanent or temporary, as may be necessary to carry out the business and affairs of the Authority. The Authority Board may in addition employ temporary professional and technical personnel on such terms and at such rates of compensation as the Authority Board may determine, for the performance of Authority business and affairs, provided that adequate sources of funds are identified for the payment of such temporary professional and technical services.

ARTICLE IV - MEETINGS

Section 41. Regular Meetings. Regular meetings shall be held at the business office of the Authority, or at such other place as the Chairman may designate, on dates and at a time as fixed by Resolution of the Authority. If at any time any regular meeting falls on a legal holiday, such

regular meeting shall be held on the next business day at the same time.

Section 42. Special Meetings. A special meeting may be called at any time by the Chairman or upon the request of two of the members of the Authority by delivering written notice to each member and to each person or entity entitled by law to receive such notices. Notices to the Authority Board shall be sufficient if delivered to the City Clerk of the City Council. Notices to other persons or entities entitled by law to receive notices must be delivered personally or by mail and must be received at least 24 hours before the time of such meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at such meetings by the Authority Board. Such written notice may be dispensed with as to any member who at or prior to the time the meeting convenes files with the Secretary of the Authority a written waiver of notice. Such waiver may be given by telegram. Such written notice may also be dispensed with as to any member who is actually present at the time it convenes.

Section 43. Closed Sessions. Nothing contained in these bylaws shall be construed to prevent the Authority Board from holding closed sessions during a regular or special meeting concerning any matter permitted by law to be considered in a closed session.

Section 44. Public Hearings. All public hearings held by the Authority Board shall be held during regular or special meetings of the Authority Board.

Section 45. Adjourning Meetings and Continuing Public Hearings to Other Times or Places. The Authority Board may adjourn any meeting to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. If all members are absent from any regular meeting or adjourned regular meeting the Secretary or Acting Secretary of the Authority may declare the meeting adjourned to a stated time and place and shall cause a written notice of the adjournment to be given in the same manner as provided for special meetings unless such notice is waived as provided for special meetings. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the meeting was held within 24 hours after the time of the adjournment. When a regular or adjourned regular meeting is adjourned as provided in this section, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings.

Any public hearing being held, or any hearing noticed or ordered to be held at any meeting may by order or notice of continuance be continued or recontinued to any

subsequent meeting in the same manner and to the same extent set forth herein for the adjournment of the meetings; provided that if the hearing is continued to a time less than 24 hours after the time specified in the order or notice of hearing a copy of the order or notice of continuance shall be posted immediately following the meeting at which the order or declaration of continuance was adopted or made.

Section 46. Meetings to be Open and Public. All meetings of Authority members to take action or to deliberate concerning Authority business and its conduct shall be open and public. All persons shall be permitted to attend any such meetings except as otherwise provided or permitted by law and Section 43 of these bylaws.

Section 47. Quorum. A majority of the members of the Authority Board shall constitute a quorum for the purpose of conducting its business and exercising its powers and for all other official purposes, except that less than a quorum may adjourn from time to time until a quorum is obtained.

Section 48. Order of Business. At the regular meetings of the Authority, the following shall be the general order of business:

1. Roll Call
2. Approval of Minutes
3. Reports
4. Unfinished Business
5. New Business

6. Matters Not Appearing on the Agenda

7. Adjournment

Section 49. Parliamentary Procedure. The rules of parliamentary procedure set forth in Robert's Rules of Order shall govern all meetings of the Authority, except as otherwise herein provided.

ARTICLE V - AMENDMENTS

Section 51. Amendments to By-Laws. These by-laws may be amended by the Authority at any regular or special meeting by majority vote, provided that the proposed amendment to any particular section is included in the notice of such meeting.