

TO: James L. App, Executive Director
FROM: Meg Williamson, Assistant City Manager
SUBJECT: Exclusive Right to Negotiate Agreement – 729 Twelfth Street Partners
DATE: August 29, 2006

NEEDS: For the Redevelopment Agency to authorize the Executive Director to execute an Exclusive Right to Negotiate Agreement (ENA) with 729 Twelfth Street Partners for the sale and redevelopment of a Downtown City parking lot in a manner that would preserve an equivalent number of public parking spaces.

FACTS:

1. In September 2005, the City issued a Request for Proposals (RFP) to explore the potential uses of the public parking lot located on the north side of 12th Street between Spring and Park Streets.
2. On November 15, 2005 the City Council authorized the preparation of an Agreement to work exclusively with 729 Twelfth Street Partners (Dave Rowe and Joshua Yaguda) for the transfer of property and redevelopment of the approximate .16 acre public parking lot.
3. The City Attorney has drafted the Exclusive Right to Negotiate Agreement (ENA) consistent with the Council's November 2005 direction (document attached).
4. The ENA would establish a six (6) month term under which the City/Agency and 729 Twelfth Street Partners would develop and negotiate a Participation Agreement (PA).
5. The ENA does not bind the Agency or City Council to terms and conditions of sale. The ENA does set out a procedure and the standards by which the Redevelopment Agency and the developer will negotiate the terms and conditions of the PA for the development of a mixed use development on the City's property.
6. The PA document will include such terms as: sale price, developer financing, responsibility of on-going operation and maintenance of public parking spaces, the redevelopment project entitlement process, and CEQA clearances.
7. The open process for both the Participation Agreement and the mixed use redevelopment Project will provide ample opportunity for public review and input.
8. It would be beneficial for the Council/Agency to establish an ad hoc committee to help in the evaluation of the project and draft Participation Agreement.

ANALYSIS &
CONCLUSION:

Consistent with the City's General Plan and Economic Development Strategy, the purpose in exploring sale and redevelopment of the City parking lot is to encourage mixed-use development in a compact, pedestrian-oriented manner within the Downtown. To that end, at their meeting of November 15, 2005 the City Council authorized the preparation of an agreement with 729 Twelfth Street Partners to negotiate exclusively over the acquisition and redevelopment of the City's public parking lot to accommodate a mixed use redevelopment project that would preserve the continued use of public parking at that site.

The Exclusive Right to Negotiate Agreement will formalize the terms under which the City/Agency and 729 Twelfth Street Partners will develop a Participation Agreement over the next six months.

POLICY
REFERENCE:

Paso Robles General Plan, Redevelopment Plan and Economic Strategy.

FISCAL
IMPACT:

Successful redevelopment of the subject property would continue revitalization of the Downtown Area, potentially resulting in positive fiscal impacts. The fiscal impacts associated with the sale and redevelopment of the public parking spaces will be explored in conjunction with the Participation Agreement (PA) process. The final sale of the City parking lot would be contingent on the Planning Commission/City Council approval of a redevelopment project and successful completion of all terms and conditions of the PA.

An appraisal has already been conducted for the property. Next steps in the negotiation process will include obtaining a "Fair Re-Use Analysis" that will be used in establishing a sale price for the property and in the formulation of the developer's pro forma. Costs associated with this and legal assistance, are anticipated to be "recovered" in the final structure of the redevelopment transaction.

OPTIONS:

Option a.

1. For the Redevelopment Agency to adopt Resolution 06-XXX authorizing the Executive Director to execute the Exclusive Right to Negotiate Agreement attached as Exhibit A to the resolution, and
2. Appoint an Agency ad hoc committee to evaluate the redevelopment project and participation agreement.

Option b.

Amend, modify or reject above option.

Attachments:

1. RDA Resolution RA 06-XXX authorizing execution of the ENA

RESOLUTION RA 06- XX

RESOLUTION OF THE REDEVELOPMENT AGENCY OF
THE CITY OF PASO ROBLES AUTHORIZING THE EXECUTIVE
DIRECTOR TO ENTER INTO AN EXCLUSIVE RIGHT TO NEGOTIATE
AGREEMENT WITH 729 TWELFTH STREET PARTNERS, LLC. FOR SALE
AND REDEVELOPMENT OF A PUBLIC PARKING LOT
LOCATED ON THE NORTH SIDE OF 12TH STREET
BETWEEN SPRING AND PARK STREETS

WHEREAS, the City's General Plan and Economic Development Strategy encourage mixed-use development and fostering a compact, pedestrian-oriented Downtown area; and

WHEREAS, the City received unsolicited proposals for the use of City-owned property located on the north side of 12th Street between Spring and Park Streets that currently accommodates twenty (20) non-code-compliant off-street parking spaces; and

WHEREAS, in order to explore options which might lead to a more effective use of the city-owned property while still maintaining public parking in accordance with adopted City and Redevelopment policies, the City issued a Request for Proposal (RFP) for redevelopment of the property; and

WHEREAS, two proposals were received in response to the RFP which were in turn reviewed by City staff and a City Council appointed ad hoc committee; and

WHEREAS, on November 15, 2005 the City Council considered both proposals and authorized staff and the City Attorney to formulate an Exclusive Right to Negotiate Agreement (ENA) with 729 Twelfth Street Partners LLC to pursue the proposed purchase and redevelopment of the City parking lot; and

WHEREAS, the City Attorney has drafted the ENA document (attached hereto as Attachment 1 to this resolution) which will establish a six (6) month term under which the Agency and 729 Twelfth Street Partners LLC will negotiate a Participation Agreement (PA) for the development of a mixed use development on the City's property; and

WHEREAS, The 2006 Economic Strategy calls for the City to "Encourage community development in live/work, mixed use, and compact, pedestrian oriented forms to accommodate all income levels and lifestyles;" and to, "Create streetscapes, pathways, and public spaces of beauty, interest and functional benefit to pedestrians;" and to "Stimulate investment in strategic areas and under-utilized sites;" and

WHEREAS, the 2004 Redevelopment Implementation Plan recognizes that "parking lots create breaks in what otherwise would be a critical mass of commercial development needed to revitalize the downtown;" and

WHEREAS, the 2004 Redevelopment Implementation Plan establishes a 5 year Objective to “Revitalize the downtown through a comprehensive effort to include, but not be limited to: improving and developing public facilities; attraction of businesses such as theaters, restaurants, hotel and conference center; and commercial rehabilitation;” and

NOW, THEREFORE, BE IT FOUND by the Paso Robles Redevelopment Agency that the conceptual proposal made by 729 Twelfth Street Partners, LLC for a mixed use development which provides for retail, restaurant, office and residential land uses while preserving the existing 20 public parking spaces, would be consistent with and advance the policies and implementation/action items set forth in the 2004 Redevelopment Implementation Plan and the 2006 Economic Strategy;

NOW, THEREFORE, BE IT RESOLVED BY THE PASO ROBLES REDEVELOPMENT AGENCY to authorize the Executive Director of the Redevelopment Agency to enter into an Exclusive Right to Negotiate Agreement with 729 Twelfth Street Partners, LLC as attached in Attachment 1.

PASSED AND ADOPTED by the Redevelopment Agency of the City of Paso Robles this 29th day of August 2006 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Gary A. Nemeth, Chairman

ATTEST:

James A. App, Agency Secretary

Attachment 1

EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT

THIS EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2006, by and between the REDEVELOPMENT AGENCY OF THE CITY OF PASO ROBLES, a public body, corporate and politic (the "Agency") and 729 Twelfth Street Partners, LLC, a Limited Liability Company (the "Developer"), on the terms and provisions set forth below.

RECITALS

A. The City of Paso Robles is the owner of certain real property located on the north side of 12th Street between Spring and Park Streets (the "City Property"; APN 009-042-014,015). A map of the City Property is attached hereto as Exhibit "A" and incorporated herein by this reference.

B. The City Property is approximately .16 acres in size and is currently used for surface parking. The City's General Plan and Economic Development Strategy encourage mixed-used development and fostering a compact, pedestrian-oriented Downtown area. Projects that incorporate combinations of commercial, office and residential land uses would be consistent with this policy direction. In addition, the City Property is located within the Project Area of the Paso Robles Redevelopment Plan (the "Redevelopment Plan"), which the Agency is responsible for implementing. On September 9, 2005, the Agency issued a request for proposals ("RFP") from developers interested in negotiating the potential sale or ground lease of the City Property for development in a manner that would preserve the existing number of off-street public parking spaces and further the objectives of the Redevelopment Plan..

C. The Developer, among others, submitted a proposal in response to the RFP. The Developer's proposal was selected and accepted by the Redevelopment Agency on November 11, 2005. The Agency approved the execution of a exclusive right to negotiation with Developer, the purpose of which was to allow for the negotiation of the terms and conditions of a participation agreement (the "PA") for the development of a mixed-use project including the City Property.

D. The Agency and Developer desire to enter this Agreement to set out the procedures and standards by which the Agency and Developer shall enter and conduct a period of exclusive negotiations regarding the terms and conditions of a PA for development of a mixed use development including the City Property.

NOW, THEREFORE, THE AGENCY AND DEVELOPER HEREBY MUTUALLY AGREE AS FOLLOWS:

AGREEMENT

1. Incorporation of Recitals. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth in full.

2. Exclusive Negotiations. The Agency and Developer agree to negotiate exclusively with one another regarding execution of a PA by and between the Agency and Developer, in accordance with the terms and conditions of this Agreement for a development as set forth in the RFP, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference. The Agency agrees that during the term of this Agreement, it will not offer or negotiate with any other person or entity relating to the

acquisition of the City Property without the prior written consent of the Developer. During the term of this Agreement, the parties shall negotiate exclusively with each other and shall use good faith, best and diligent efforts in connection with this Agreement and such negotiations.

3. Term; Schedule. The term of the exclusive right to negotiate set forth in this Agreement shall be for six (6) calendar months, commencing on the date of this Agreement. This Agreement shall terminate on _____, 2006, unless its term is extended in writing by the parties hereto.

If, upon expiration of the term of this Agreement, the Developer has not signed a PA for submission to the Agency for approval, this Agreement shall automatically terminate unless this Agreement has been extended by mutual agreement of the parties. The Agency agrees to consider reasonable requests for extensions of time and shall, upon request, notify the Developer in writing of the reasons for any decision not to agree to any such extension(s) and/or execute the PA.

4. Deposit. Concurrently with the execution of this Agreement by the Agency, the Developer shall submit to the Agency a good faith deposit (the "Deposit") in the amount of FIVE THOUSAND DOLLARS (\$5,000). The Deposit shall be in the form of cash, and shall be deposited by the Agency in an interest-bearing account. All interest, when received by the Agency, shall become part of the Deposit.

If, notwithstanding the Agency's and the Developer's mutual diligent, good faith negotiations, the parties have not entered into a PA on or before expiration of the Term of this Agreement, or any extension thereof, the Agency shall return to the Developer the Deposit (or the unexpended portion thereof, as applicable), including any interest received thereon, and neither party shall have any further rights against or liability to the other under this Agreement. Upon execution of a PA by the parties, the Deposit (or the unexpended portion thereof, as applicable), including any interest earned thereon, shall continue to be held by the Agency, and shall thereafter be considered the Deposit, or applicable portion thereof, required under the PA. Thereafter, the disposition of the Deposit shall be governed by the terms and conditions of the PA.

5. Right of Entry. During the term of this Agreement the Agency grants to the Developer, its officers, employees and agents the right to enter upon the City Property to conduct inspections, surveys, soil tests (including, but not limited to, Phase II environmental surveys), engineering field inspections and other evaluations as the Developer deems necessary. The Developer shall give the Agency at least 24 hours prior notice of its intent to enter the City Property and conduct activities for the purposes set forth above if such activities might impact or impede use of the site for public parking or public access. Agency may require Developer to enter into a right of entry agreement as a condition to enter upon the City Property.

6. Indemnification. The Developer agrees to indemnify, defend and hold harmless the Agency and the City, and their officers, directors employees and agents, from and on account of any and all liability, claims losses, damages, injury and liability of any kind and description, including that for personal injury, death and property damage arising from the Developer's exercise of its rights and obligations under this Agreement, including, but not limited to, entry onto the City Property as set forth in Section 5 of this Agreement.

7. Limitation of Effects of the Agreement. By execution of this Agreement, the Agency is not committing to or agreeing to execution of a PA; disposition of land or any interest in property, or any other acts or activities requiring the subsequent independent exercise of discretion by Agency. Execution of this Agreement by each party is merely an agreement to conduct a period of exclusive negotiations in accordance with the terms hereof.

8. Assignment. The Developer's rights and obligations under this Agreement are not assignable or transferable without the express written consent of the Agency.

9. Compliance with Laws and Regulations. The Developer shall comply with all Federal, State and local laws and regulations in exercising its rights and obligations under this Agreement.

10. Attorneys' Fees. Should either party hereto institute any action or proceeding to enforce any provision of this Agreement, or for damages by reason of any alleged breach of this Agreement, or for a declaration of such party's rights or obligations under this Agreement, or for any other remedy, the prevailing party in such action or proceeding shall be entitled to recover from the losing party all costs and expenses incurred in any such action or proceeding, including, but not limited to, its reasonable attorneys' fees. "Prevailing party" shall mean the party legally entitled to recover its costs whether or not the suit proceeds to final judgment.

11. Waiver. No failure or delay by a party to insist upon the strict performance of any term, condition or covenant of this Agreement, or to exercise any right, power or remedy hereunder shall constitute a waiver of the same or any other term of this Agreement or preclude such party from enforcing or exercising the same or any such other term, conditions, covenant, right, power or remedy at any later time.

12. Modifications. Any alteration, change or modification of or to this Agreement must be in writing executed by both parties.

13. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

14. Notices. Any approval, disapproval, demand or other notice which either party may desire to give to the other party under this Agreement must be in writing and may be given by any commercially acceptable means, including first-class mail, personal delivery or overnight courier, to the party to whom the notice is directed, at the address of the party as set forth below, or at any other address as that party may later designate by notice.

If to the Agency: Redevelopment Agency of the City of Paso Robles
 1000 Spring Street
 Paso Robles, CA 93446
 Attn: Ron Whisenand, Director - Community Development

 tel: (805) 237-3970
 fax: (805) 237-3904

If to the Developer: 729 Twelfth Street Partners, LLC
 806 9th Street, Suite 1A
 Paso Robles, CA 93446
 Attn: Joshua M. Yaguda

 tel: (805) 238-6570
 fax: (805) 237-9181

15. Authority to Enter into Agreement. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and execute this Agreement on behalf of the Agency and the Developer.

16. Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, or by the parties executing separate counterpart signature pages, including facsimiles transmitted by telecopier, all of which shall be deemed to be original counterparts of this Agreement. Any party who transmits a facsimile of a signature page by telecopier shall provide to the other party an executed original of such signature page within 48 hours of the execution thereof by such party.

17. Laws of the State of California. The laws of the State of California shall govern the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set opposite their signatures. The effective date of this Agreement shall be the date set forth above.

"AGENCY"

_____, 2006

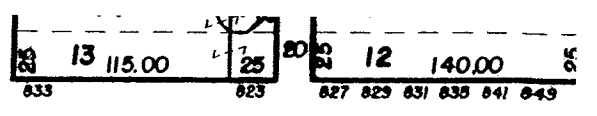
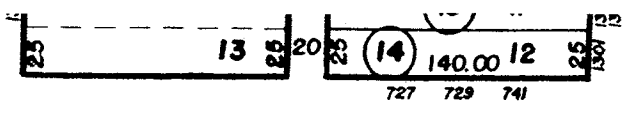
By: _____
James L. App
Executive Director

"DEVELOPER"

_____, 2006

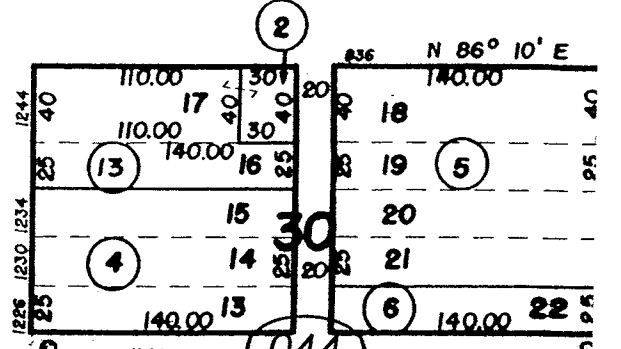
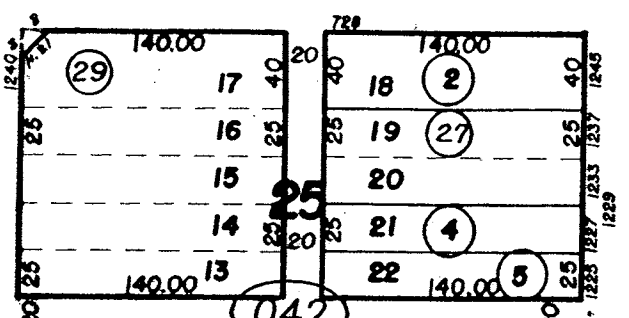
729 TWELFTH STREET PARTNERS, LLC.,
a California corporation

By: _____
Name: Joshua M. Yaguda
Its: _____

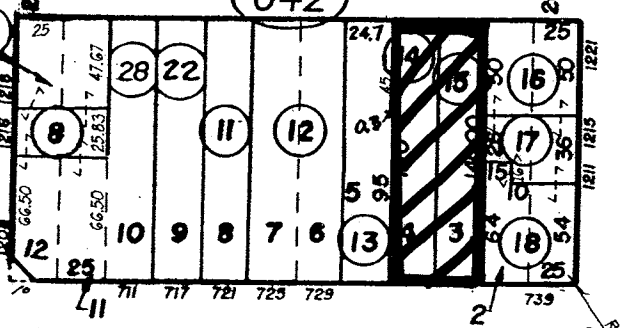


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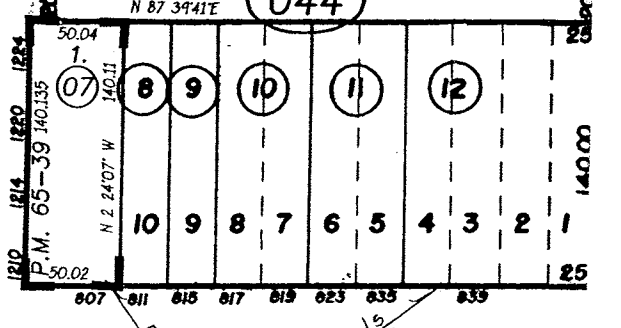
80 THIRTEENTH



80 SPRING

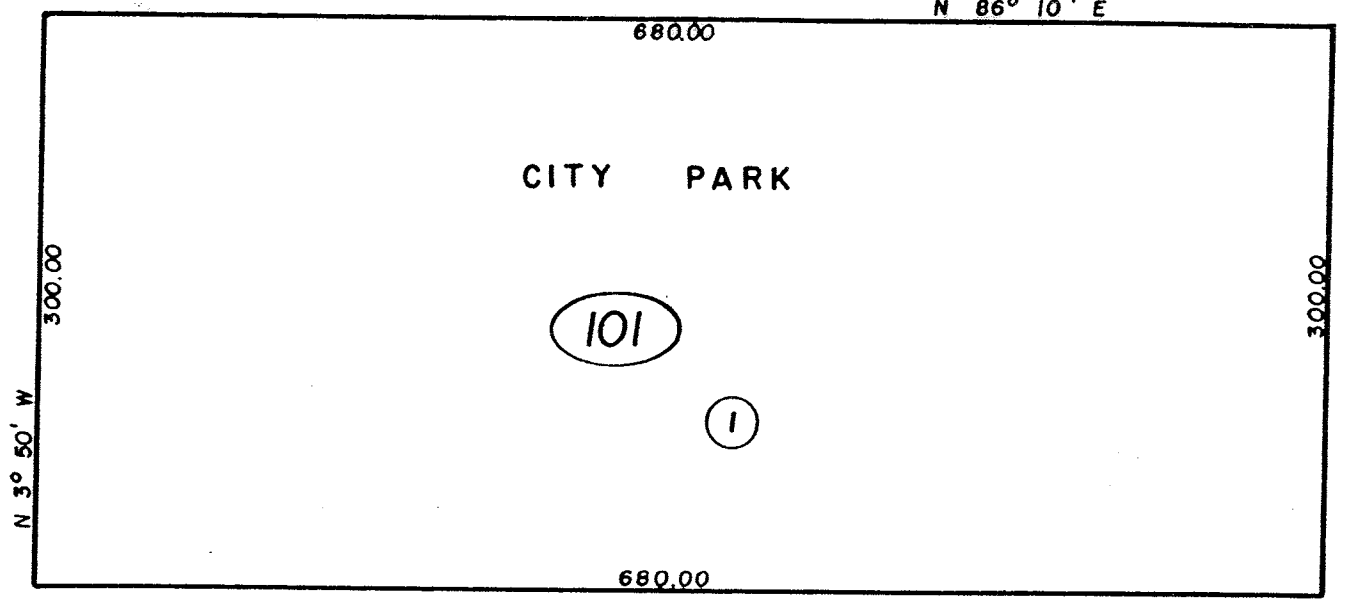


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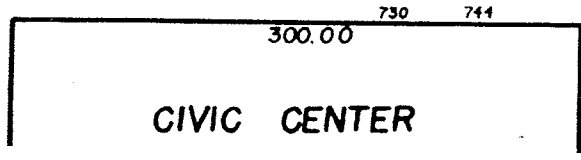
80 TWELFTH

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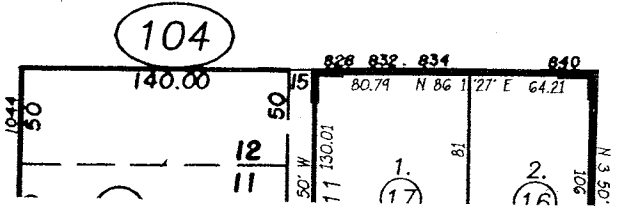
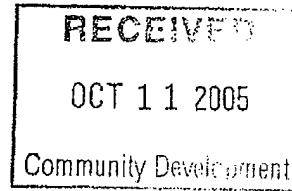


EXHIBIT A

Map of City Property

EXHIBIT B
(Attached as Pages 7A – 7P)
Developer's Proposal



October 11, 2005

City of Paso Robles
Community Development Director
1000 Spring Street
Paso Robles, California 93446

RE: Proposal for development of city-owned parking facility downtown Paso Robles, APN 009-042-014, 015

For ease of use we will refer to our proposed project as the "Rowe Building."

Who we are?

The Rowe Building project is a joint venture between the current adjacent property owner David Rowe, and the two Principals of Estate Financial, Inc., Karen Guth, President and Joshua M. Yaguda, Vice President. This joint venture will be called "729 Twelfth Street Partners, LLC."

David Rowe: 626 Shannon Hill Road, Paso Robles, CA 93446
805-238-0510 phone

David Rowe was born in Paso Robles in 1921, his contributions to the city and the community span decades and are simply too numerous to list here. To summarize, Dave has been a business owner, developer, and community servant. Suffice it to say that David would only undertake a project such as this if he was absolutely sure it was for the betterment of Paso Robles. David welcomes any inquiries and asks that you reach his at his home.

Karen Guth & Joshua M. Yaguda: 806 9th Street, Suite 1A, Paso Robles, CA 93446
805-238-6570 phone

Karen and Joshua own and operate several businesses in Paso Robles. The mother and son team's primary business is Estate Financial, Inc. EFI, as it's called, is a private money construction lender with assets in excess of \$250,000,000.00. Karen and Joshua have successfully run EFI for more than 13 years, and during this time they have overseen literally thousands of construction projects; including the construction of the 9th Street office building which recently won the city's beautification award. You may also recognize Karen and Joshua from there award winning olive oil, "Pasolivo," which is grown and produced locally.

806 9th Street, Suite 1A • Paso Robles • California 93446
800.777.7357 toll free • 805.238.6570 phone • 805.237.9181 fax
info@estatefinancial.com



Our Proposal

We propose to level the current building owned by David Rowe, then build a new multi-story, mixed use building utilizing David's lot and the city-owned lot next door. To facilitate this project we ask that the city sell us parcel 009-042-014,015. We would in turn grant the city a permanent easement for use of the parking facility.

In the design of this project we have made every attempt to address the needs and plans of the city in regards to the redevelopment of downtown and the critical parking situation that exists. Our Rowe Building design is a true multi-use project, and will provide for additional and superior parking than currently exists.

The Basics (Parking)

Existing on-street:	2
Existing off-street:	23 (including 2 physically disabled spaces)
Total:	<u>25</u>

Proposed on-street:	4
Proposed off-street:	13
Proposed underground:	16 (including 2 physically disabled spaces)
Total:	<u>33</u>

The Basics (Space Usage in Sq. Ft.)

Proposed ground floor:	2,650 Retail
Proposed 2 nd floor:	3,780 Commercial Office
	3,450 Restaurants
	291 Patio
Proposed 3 rd floor:	7,345 Commercial Office
Proposed 4 th floor:	6,132 Residential
Total:	<u>23,648</u>



Financing

David Rowe currently owns one of the two lots being used for this project. Construction financing and permanent financing will be done through Heritage Oaks Bank. All parties involved have significant net worth and strong borrowing capabilities. All parties have long standing banking relationship with Heritage Oaks Bank. Financials and referrals are available upon request.

Conflicts of Interest

None of the parties involved in this proposed project have a conflict of interest notable or otherwise.

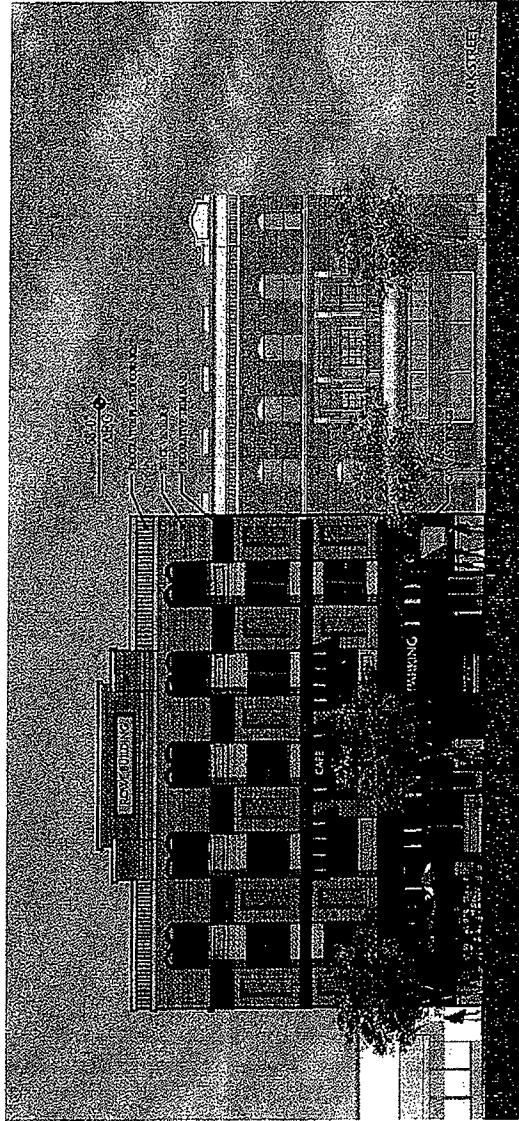
Thank you for your consideration.

Sincerely,

729 Twelfth Street Partners, LLC

By: Joshua M. Yaguda
Managing Member

A handwritten signature in black ink, appearing to read "Joshua M. Yaguda", written over a horizontal line. The signature is stylized with large loops and a long horizontal stroke extending to the right.



12th STREET ELEVATION

1/8" = 1'-0"

AN URBAN INFILL PROJECT FOR:

729 12TH STREET

DOWNTOWN PASO ROBLES
PASO ROBLES, CA



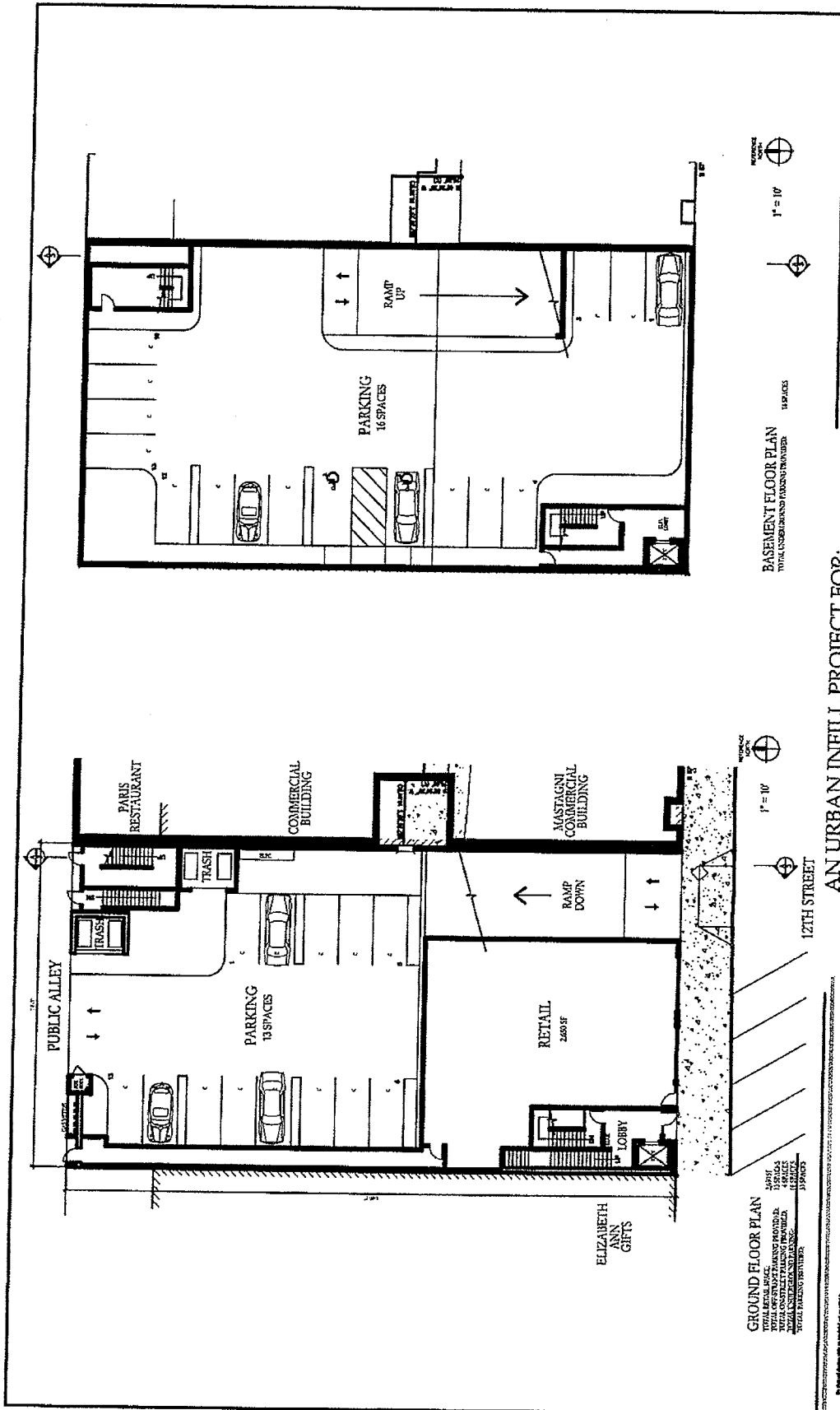
REA RICHMOND LUKER
ARCHITECTS
1000 UNIVERSITY AVENUE, SUITE 200, PASO ROBLES, CA 93226
(805) 238-1100 FAX (805) 238-1101
www.rea-rl.com

RFP SHEET 1
OF 4 SHEETS

SHEET TITLE: 12th STREET ELEVATION
 PROJECT: 729 12TH STREET
 DATE: OCTOBER 2, 2008
 PURPOSE: REQUEST FOR PROPOSAL
 PROJECT NUMBER: R810X
 BLDG DEPT. / APL. NO.: -

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ORIGINAL SCALE: 1/8" = 1'-0"



AN URBAN INFILL PROJECT FOR:
729 12TH STREET
 DOWNTOWN PASO ROBLES
 PASO ROBLES, CA

RFP SHEET 2
 OF 4 SHEETS

RR
 ARCHITECTS
 1111 BROADWAY, SUITE 1000
 PASO ROBLES, CA 93201
 (805) 331-4491

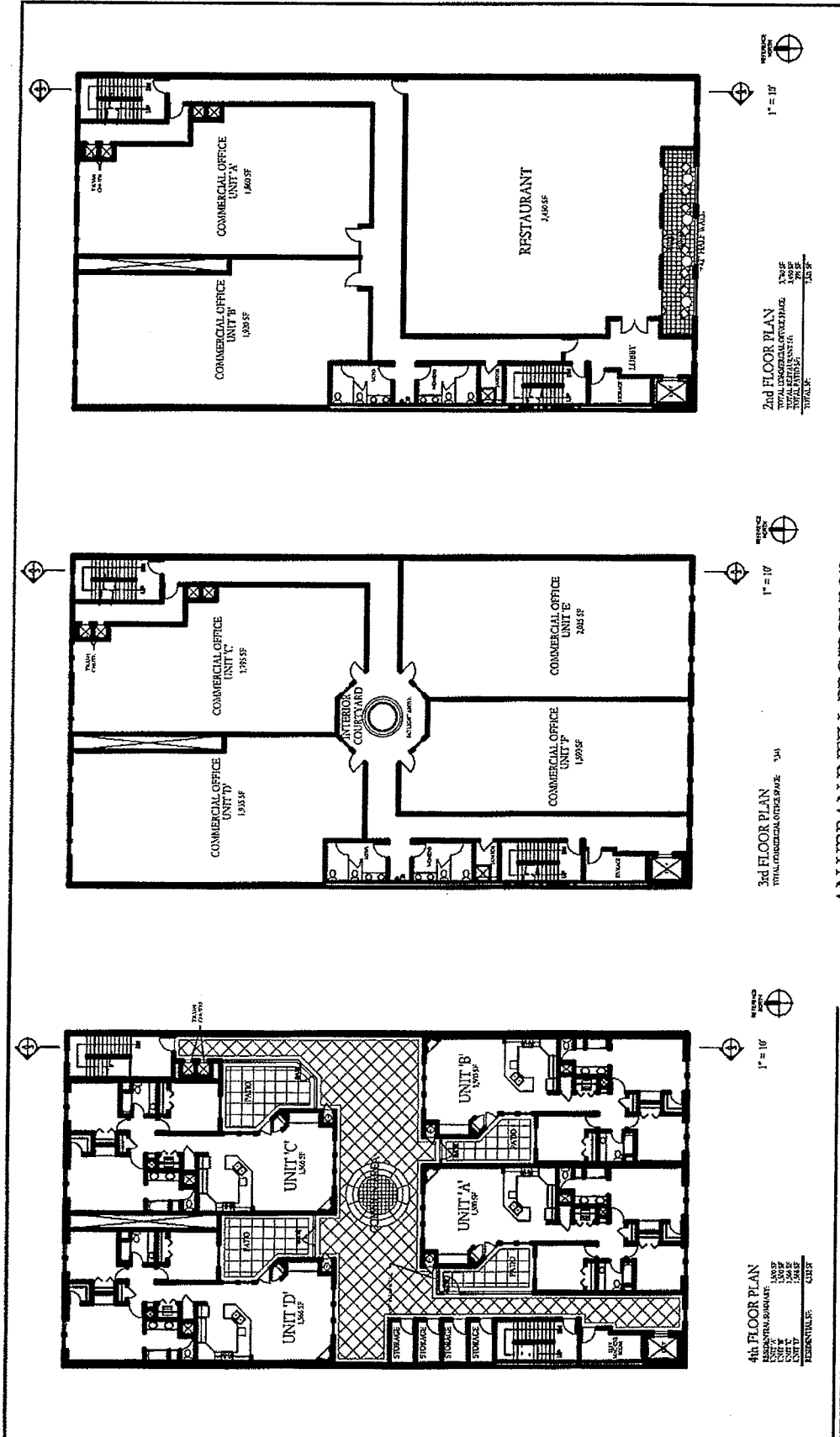
RR
 ARCHITECTS
 1111 BROADWAY, SUITE 1000
 PASO ROBLES, CA 93201
 (805) 331-4491

RR
 ARCHITECTS
 1111 BROADWAY, SUITE 1000
 PASO ROBLES, CA 93201
 (805) 331-4491

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 PASO ROBLES, CA 93201
 (805) 331-4491

RR
 ARCHITECTS
 1111 BROADWAY, SUITE 1000
 PASO ROBLES, CA 93201
 (805) 331-4491



2nd FLOOR PLAN
 TOTAL EXISTING AREA: 4,390 SF
 TOTAL EXISTING AREA: 4,390 SF
 TOTAL AREA: 4,390 SF

3rd FLOOR PLAN
 TOTAL EXISTING AREA: 7,340 SF
 TOTAL EXISTING AREA: 7,340 SF
 TOTAL AREA: 7,340 SF

4th FLOOR PLAN
 TOTAL EXISTING AREA: 4,260 SF
 TOTAL EXISTING AREA: 4,260 SF
 TOTAL AREA: 4,260 SF

AN URBAN INFILL PROJECT FOR:
729 12TH STREET
 DOWNTOWN PASO ROBLES
 PASO ROBLES, CA

CLIENT: GUSTAVO MALDONADO
 PASO ROBLES, CA

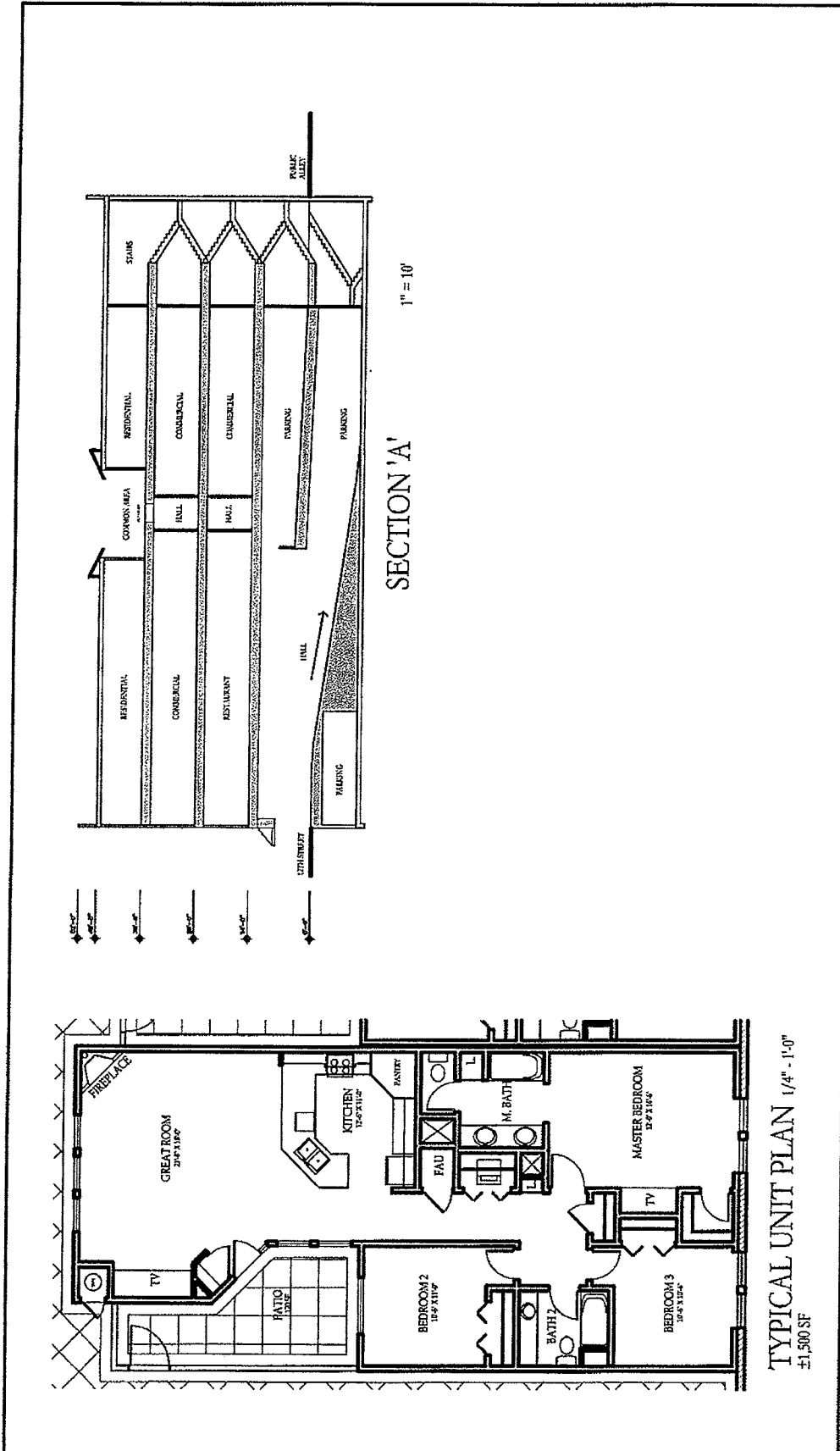
PROJECT NUMBER: 16010
 BLDG. DEPT. / APPL. NO.:

DATE: OCTOBER 1, 2014
 PURPOSE: REQUEST FOR PROPOSAL

PROJECT TITLE: BUILDING FLOOR PLANS

SCALE: 1" = 10'

RJA ARCHITECTS
RJA RICHMOND LUKER
 ARCHITECTS
 1400 12TH STREET, SUITE 200
 PASO ROBLES, CA 93271
 TEL: (805) 735-1111 FAX: (805) 735-1112
 WWW.RJALINK.COM



TYPICAL UNIT PLAN 1/4" = 1'-0"
±1,500 SF

AN URBAN INFILL PROJECT FOR:

729 12TH STREET

DOWNTOWN PASO ROBLES
PASO ROBLES, CA



REA RICHMOND LURER
1440 14TH STREET, SUITE 200, PASO ROBLES, CA 93271
(559) 335-1111 FAX (559) 335-1112

RFP SHEET 4
OF 4 SHEETS

PROJECT TITLE: UNITS/TRANS / SECTION 'A'
 SHEET NO.: 4
 CLIENT: STATE OF CALIFORNIA
 PURCHASE: REQUESTOR PROPOSAL
 PROJECT NUMBER: RFP# 14
 BIDDING DEPT. / APL. NO.:
 DATE: OCTOBER 3, 2005
 ARCHITECT: REA RICHMOND LURER ARCHITECTS
 PASO ROBLES, CA
 SCALE: AS SHOWN
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

RECEIVED
OCT 11 2005
Community Development



REA RICHMOND LUKER

444 Higuera Street, Ste 201
San Luis Obispo, CA.
Tel: (805) 541-6294
Fax: (805) 541-2739

Page 7H

ABOUT US

Rea, Richmond and Luker, Architects, LLP = R²L Architects

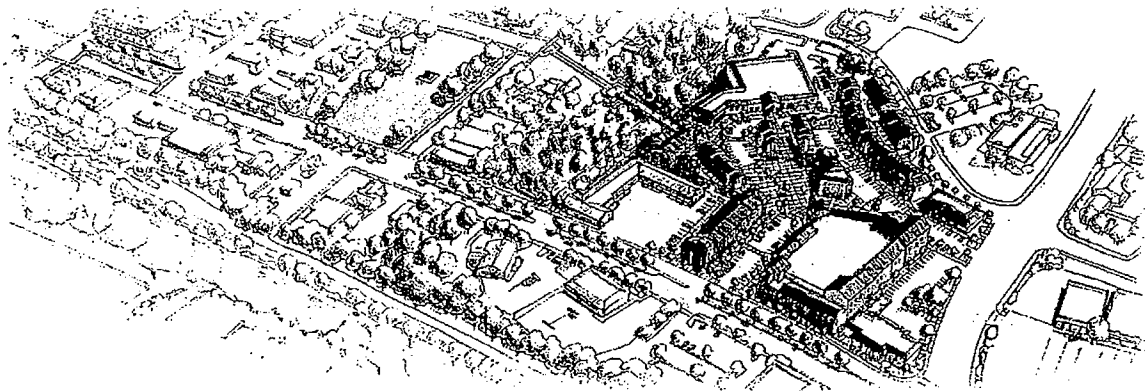
We Listen. Advise. Create.

The next generation of two established firms, R²L Architects combines a history of success with a focus on the future. Built on the solid foundations of APS Architects Inc. and The Robert Richmond Company, R²L Architects is committed to advancing the tradition of excellence.

Located on California's central coast in the city of San Luis Obispo, R²L Architects is a full-service architectural firm. Presently, there are twelve employees including three architect principals. Together, the professionals at R²L Architects offer a complementary mix of skills to meet the demands of any project.

Our portfolio includes commercial developments such as mixed-use, professional, industrial, medical, food service, retail projects, and tenant improvements. The firm also has extensive experience in single and multi-family housing, luxury custom residences, and specialty housing including senior, infill, and affordable projects. Projects are located throughout the western United States ranging from urban to rural settings.

With an emphasis on creativity, R²L Architects is dedicated to producing high quality, effective solutions suitable for our rapidly changing world. As problem-solvers, we thrive on challenges and seek to reveal the possibilities they hold, creating value in the process. Design expertise, technical ability, and exceptional ingenuity make us uniquely qualified to lead the way into the next century.



REA, RICHMOND, LUKER, ARCHITECTS, LLP

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HISTORY

1974 - Robert Richmond is a founding partner of Richmond, Rossi, Montgomery (now RRM Design Group). In his 15 years as Director of Architecture, Mr. Richmond was responsible for over 1200 projects with a combined construction value in excess of 1.5 billion dollars. Over the next several years, both Randolph Rea and Lauren Luker will work for this firm.

1987 - Architectural Production Services is founded by Randolph Rea. The firm provides drafting and design services to developers and other clients on residential and commercial projects.

1989 - Mr. Richmond sells his interest in RRM to focus on high-end residential design. Known as Bob Richmond Design, this firm creates over 35 luxury homes throughout California.

1991 - Architectural Production Services changes its name to APS Architects to emphasize their full-service capabilities. Lauren Luker joins the firm the following year. Projects expand to include retail, mixed-use, and industrial projects.

1993 - The Robert Richmond Company (RRC) is started by Mr. Richmond to expand his practice and combine his commercial experience with his love of residential architecture. The firm specializes in boutique hotels, resorts, and spa projects.

2003 - R²L Architects is established. Partners Randolph Rea, Robert Richmond, and Lauren Luker join together to lead the firm into the future.



THE PRINCIPALS

The principals at R²L Architects are a complementary mix of experience and expertise. Each individual brings unique qualities and talent to the group, creating a well-rounded base to lead the firm.

Randolph L. Rea, A.I.A.

An accomplished professional, Mr. Rea has extensive knowledge of building systems and code, as well as superior management and communication skills. With experience in commercial, residential, industrial, and healthcare projects, his proficiency in the overall process and ability to successfully direct the project team is a valuable resource.

After graduating from Cal Poly State University San Luis Obispo in 1973 with a Bachelor of Architecture, Mr. Rea worked for several prominent firms in the area before founding APS Architects, Inc. in 1987. His past affiliations have resulted in diverse project experience and helped build lasting relationships with other local professionals who respect his significant knowledge and abilities.

Licensed in California in 1978, Mr. Rea is also registered to practice architecture in Oregon, Washington, Utah, Nevada, Arizona, and Hawaii. He is a member of the American Institute of Architects (AIA) and is accredited by the National Council of Architectural Review Boards. He is a Past President of the local AIA chapter and currently serves on the AIACC Recognition Advisory Committee and the City of San Luis Obispo Board of Construction Appeals.

Robert Richmond, A.I.A.

With his exceptional design talent, Mr. Richmond is renowned for creating unique, outstanding projects. A California licensed architect, he is the recipient of more than 70 national, regional, and local awards for design excellence and has been published in numerous magazines and books.

While receiving his formal education at Cal Poly San Luis Obispo, Mr. Richmond was a founding partner of Richmond Rossi Montgomery (now RRM Design Group). During his 15 years there, Mr. Richmond served as Senior Vice President, Director of Architecture, and Chief Financial Officer, helping to build it into a 75 person multi-disciplined architecture, engineering, planning, and interior design firm. After selling his interest in RRM, Mr. Richmond focused his efforts on high-end residential projects as Bob Richmond Design. Later, to combine his commercial experience with his love of residential architecture, he started The Robert Richmond Company (RRC). This firm designed numerous boutique hotels, resorts, and spas throughout 11 western states.

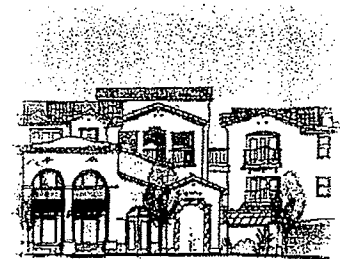
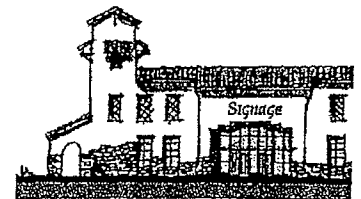
Mr. Richmond is an active member of numerous professional and civic organizations including the AIA. He is also a guest lecturer and design critic at the Cal Poly San Luis Obispo School of Architecture.

Lauren L. Luker, A.I.A.

With extensive experience in various architectural, planning, and interiors projects, Ms. Luker is familiar with many aspects of design practice. She is a creative problem solver and good listener who works closely with the client and project team to transform ideas into reality.

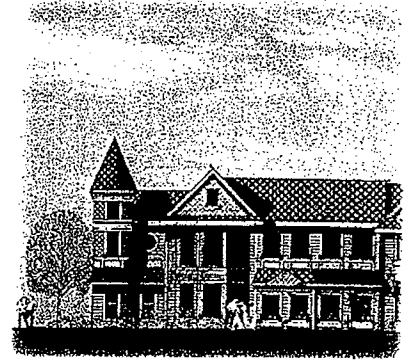
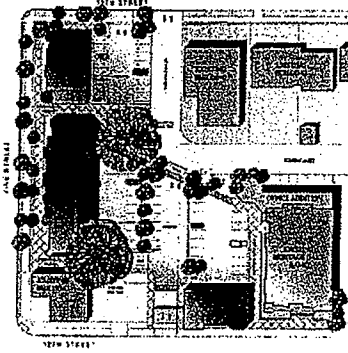
Ms. Luker's interest in architecture began early and she excelled in drafting and design classes. Her first job "on the boards" was with a distinguished firm where, at age 16, she worked on international projects including luxury resort hotels and housing. While earning her Bachelor of Architecture degree at Cal Poly San Luis Obispo, Ms. Luker continued to balance the theoretical aspects of design studies with the realities of practice by concurrently working for RRM Design Group on residential, commercial, office, and fire station projects.

Following licensure in 1992, Ms. Luker joined APS Architects, working as a designer and project manager on affordable and senior housing, custom residence, office, and retail projects. As a principal at R²L Architects, she is also involved in marketing efforts and specification writing. Ms. Luker is accredited by the National Council of Architectural Review Boards, is a member of the AIA, and serves as Treasurer for the AIA Central Coast Chapter.



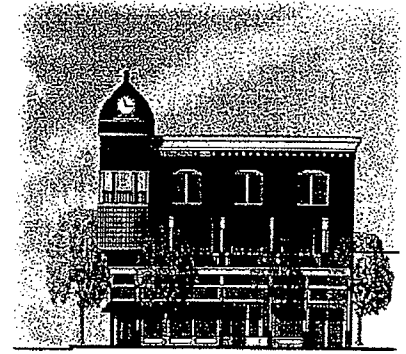
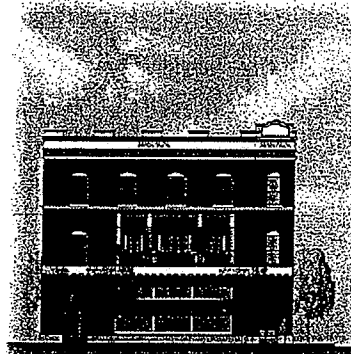
Heritage Oaks Bank
Paso Robles, California (R2L)

A new commercial complex is planned for this half city block in a historic Victorian area of downtown. It provides 20,000 sq.ft. (3700 sq.m.) of office space and involves remodel and expansion of a major bank on the site. The design is meant to complement and enhance the surrounding historic neighborhood while infusing new life into the area.



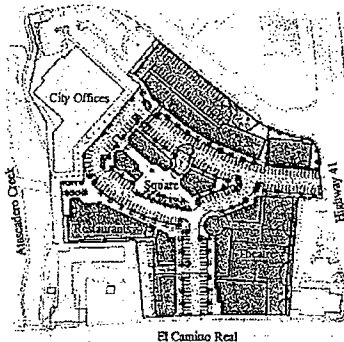
Mastagni Buildings
Paso Robles, California (R2L)

These two buildings replace historic structures destroyed by the San Simeon earthquake in December 2003. The design replicates the original 1890's style, incorporating modern construction methods and materials. Overlooking the city's central park, these new buildings will house retail, restaurant, and professional offices in approximately 37,000 sq.ft. (3440 sq.m.) of total area.



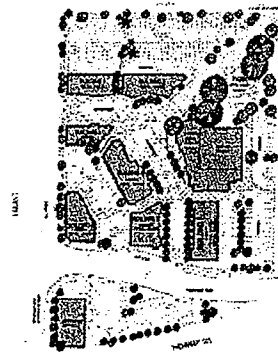
Colony Square Mixed Use
Atascadero, California (R2L)

A key project in the rebirth of downtown Atascadero, this mixed-use development contains a 10-screen stadium seating theater, shops, restaurants, offices, and live-work residences. The site will be connected to the historic downtown with a new pedestrian bridge over Atascadero Creek. A new creek walk, sidewalks, and town square will be lined with outdoor cafe seating and landscaping to create a lively atmosphere.



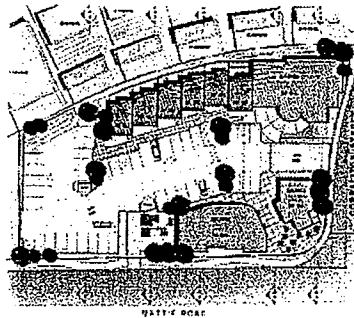
Nipomo Commons Mixed Use
Nipomo, California (R2L)

This mixed-use development captures attention as a hub of retail, entertainment, and housing in downtown Nipomo. Encompassing over 50,000 sq.ft. (4650 sq.m.), features include a 10,000 sq.ft. (930 sq.m.) common park, 51 residential units, and underground parking. The mainstreet concept recalls turn of the century architecture.



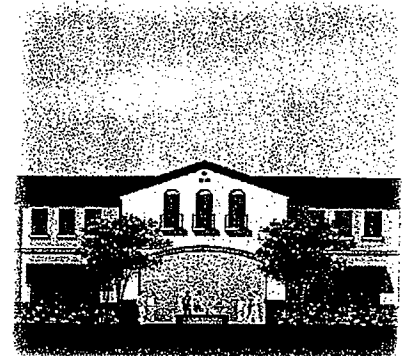
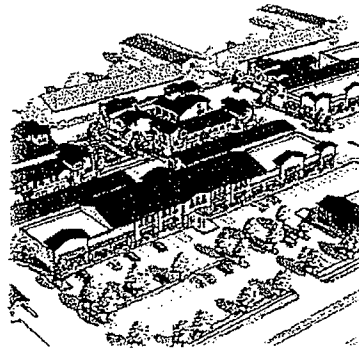
Mattie Road Mixed Use
Pismo Beach, California (R2L)

On a challenging site overlooking the ocean with many constraints and restrictions, this project is a small village-style complex of office, retail and residential uses. At just over one acre, the development includes 10,000 sq.ft. (3,530 sq.m.) of commercial space and 7 dwelling units, while respecting height, noise and view corridor requirements.



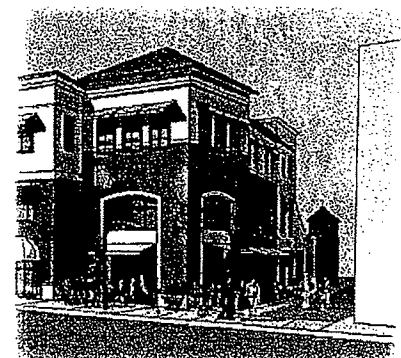
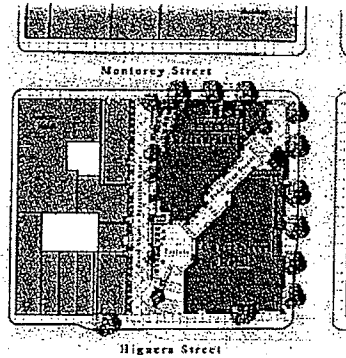
Fargo Crossing
Hanford, California (R2L)

Fargo Crossing is a mixed-use environment that combines 47,900 sq.ft (4450 sq.m.) of retail space with 8,000 sq.ft. (740 sq.m.) of office space in central Hanford. With a drug store, shops, restaurants, quick food establishments, and a gas station, the development provides needed services for the adjoining residential neighborhoods. There are also 80 apartment units, all incorporating a Mediterranean theme.



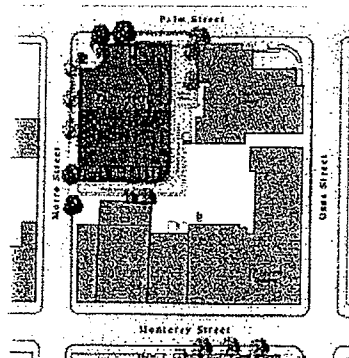
Court Street Mixed Use Project
San Luis Obispo, California (APS)

Envisioned by the same developer of the Downtown Center, this former city-owned surface parking lot will soon be transformed into a three-story complex with almost 40,000 sq.ft. (3700 sq.m.) of retail, 19,300 sq.ft. (1800 sq.m.) of office and 5,800 sq.ft. (540 sq.m.) of restaurant. Designed to complement adjacent historical structures, the project was meant to attract major retailers to the downtown. The project is currently under construction.



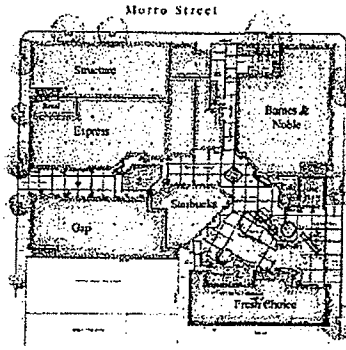
Palm Morro Garage and Offices
San Luis Obispo, California (APS-Watry)

This private property, across from City Hall, was traded with the city to enable development of the Court Street project. The six-story structure will house 242 parking spaces to help replace those lost on the Court Street site. The building also includes over 20,200 sq.ft. (1900 sq.m.) of new city offices.



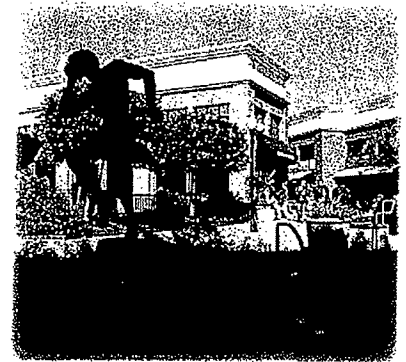
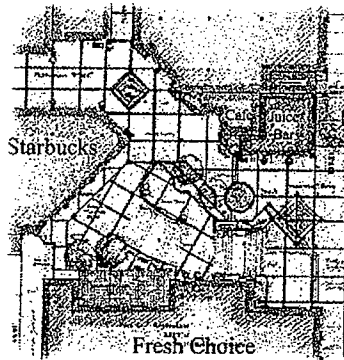
Downtown Center
San Luis Obispo, California (APS)

The Downtown Center is a retail complex located in the heart of the city. The 90,000 sq.ft. (8360 sq.m.) project consists of major national retailers, restaurants, and a seven screen movie theater. With its plazas and pedestrian "streets," the Downtown Center has proved to be a popular, vibrant gathering place. After completion, the project won a prestigious Design Award from the International Council of Shopping Centers.



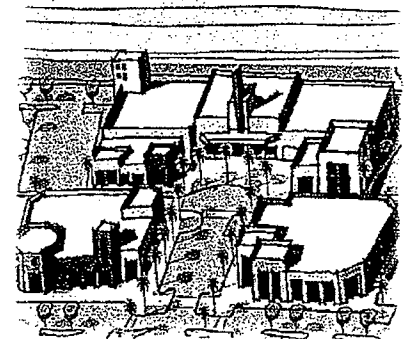
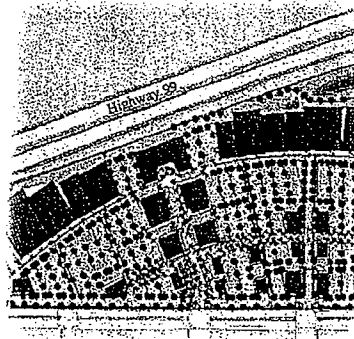
Downtown Centre Cinemas
San Luis Obispo, California (APS)

A popular seven screen motion picture theatre complex located in the Downtown Centre, the project occupies 30,000sq.ft. (2790 sq.m.) of basement area accessed by a grand outdoor stairway where a projection booth shows film clips to waiting moviegoers in the plaza. The scope of work included design of the facility and interiors and working with various acoustical, film, and auditorium consultants on the complex structure and systems.



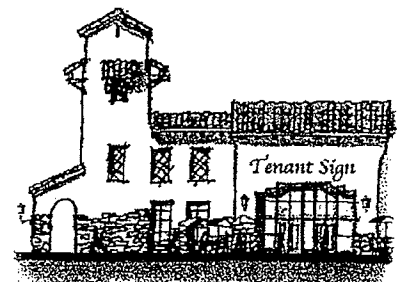
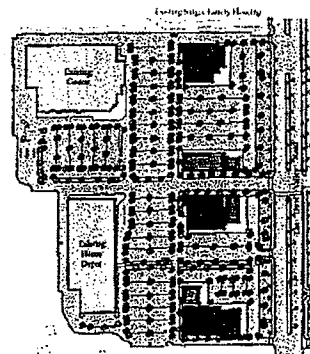
Delano Vineyard Plaza
Delano, California (R2L)

This project is envisioned as a major shopping and entertainment center. The centerpiece of the development, which contains over 500,000 sq.ft. of retail space, is a 10-screen multiplex theater that anchors a main street lined with restaurants and shops. Extending from this area is a promenade lined with retailers. The distinctive architecture of this project has a clean, bold, modern feel characterized by strong colors and dynamic building forms.



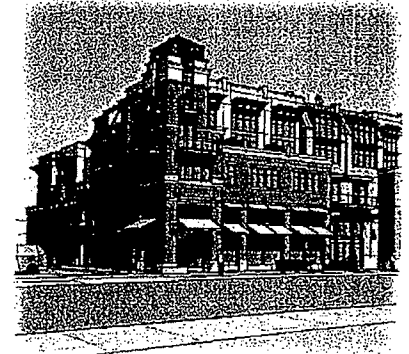
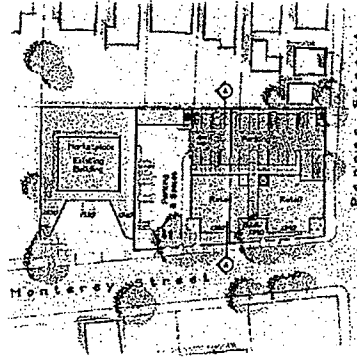
Irish Hills Plaza
San Luis Obispo, California (R2L)

Irish Hills Plaza is a 140,000 sq.ft. big-box store retail center located on Los Osos Valley Road in San Luis Obispo. It is part of an existing big-box area of development that includes stores such as Home Depot and Costco.



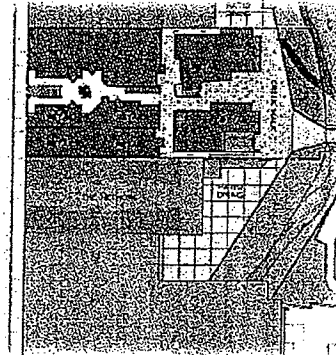
Monterey Street Lofts
San Luis Obispo, California (R2L)

Located on Monterey Street in downtown San Luis Obispo, this mixed use building consists of 24 residential lofts, office space, commercial space, and underground parking. Designed to complement this part of town, it has both a pedestrian and visual link between the downtown core and the upper Monterey Street hotel district. Design cues are taken from the adjacent railroad bridge and nearby old town residential neighborhoods.



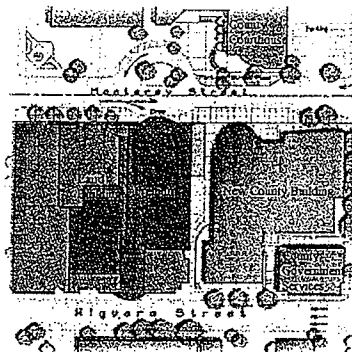
Warden Building
San Luis Obispo, California (R2L)

This is a multi-phased project involving a seismic upgrade to a historic mixed-use building in the heart of downtown. Work includes restoration of the front elevation to its original 1890's facade. A pedestrian link lined with shops will connect Higuera Street with the creek and Mission Plaza. The upper floor will continue to house residential and office tenants.



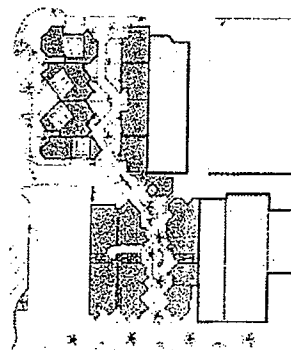
Fremont Square
San Luis Obispo, California (R2L)

This is an important project in the continued renewal of downtown San Luis Obispo. An additional screen with stadium seating is proposed in the historic Fremont Theater. Work includes a new entry, marquee, and restaurant at the rear of the theater. These elements will tie into the new cafeteria, plaza and pedestrian walk in the new County Government Center building.



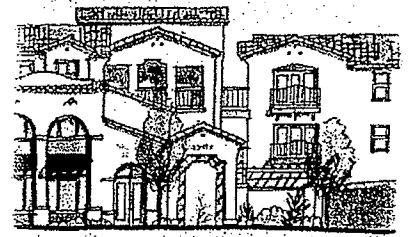
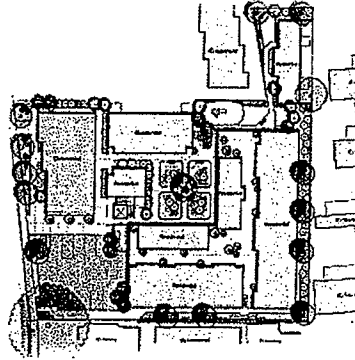
Front Street Mixed Use Development
Avila Beach, California (R2L)

Located in the heart of Avila Beach, this three level, 38,000 sq.ft. (3,530 sq.m.) project, contains beach rentals, retail shops, restaurants, and parking. The shops and residences are grouped around a central pedestrian street connecting the Avila Pier with an existing surface parking area at the rear of the site. This link is designed to compliment the retail shops and residences above with a series of landscaped courtyards, plazas, and water features.



3085 South Higuera
San Luis Obispo, California (R2L)

Targeted for low-income residents and those with special needs, this mixed-use infill project is located on slightly less than one acre. It includes approximately 6,000 sf of commercial and community space along street frontage, with 30 apartments surrounding an open courtyard behind. Some units are above an open parking deck, which provides raised terraces overlooking the courtyard.



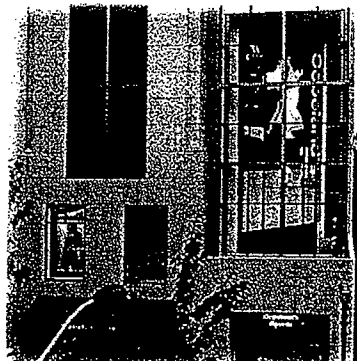
Copeland's Sports Superstore
Thousand Oaks, California (APS)

This existing 27,000 sq.ft. two-story structure required extensive remodeling to accommodate golf, outdoor, athletic, fitness, bike, surf & ski departments. Demolition, fire sprinkler, electrical, and mechanical work were done plus interior improvements and fixture layouts. Exterior upgrades were also required by the landlord. This project mandated close coordination with city agencies and the landlord including extensive design review approvals.



Copeland's Sports Superstore
Portland, Oregon (APS)

This retail store is one in a series of expansions for the San Luis Obispo based sporting goods retailer. The two-story 33,000 sq.ft. store is located on the lower levels of a new high-rise structure in the heart of downtown. Work involved turning the empty shell into retail space for Copeland's "Super Store" format. Improvements included finishes, fixturing, and signage. This is one of almost 50 stores in the successful chain.



Camino Real Fashion Outlet
Atascadero, California (APS)

APS was selected as the local architectural contact and tenant coordinator for this project designed by an architect in Southern California. Tasks included coordination with national retailers, as well as review and/or preparation of construction documents for tenant spaces, permit processing, leasing exhibits, and construction assistance.

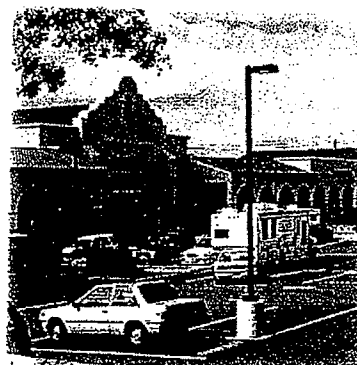


EXHIBIT C

(Attached as Pages 8A – 8C)

Request for Proposal

REQUEST FOR PROPOSALS
DEVELOPMENT OF CITY-OWNED PARKING FACILITY
DOWNTOWN PASO ROBLES
ASSESSOR PARCEL NO. 009-042-014, 015

A. Introduction:

The City's General Plan and Economic Development Strategy encourage mixed-used development and fostering a compact, pedestrian-oriented Downtown area. Accommodating projects that incorporate combinations of commercial, office and residential land uses would be consistent with this policy direction.

The City has received unsolicited proposals for the use of City-owned property located on the north side of 12th Street between Spring and Park Streets. The subject property is a city-owned public parking lot that currently accommodates twenty (20) off-street parking spaces, including two spaces for the physically disabled.

The purpose of this Request for Proposals (RFP) is to provide an opportunity for all interested parties to submit proposals for the development of the City's parking lot in a manner that would preserve the existing number of off-street public parking spaces.

Based on the nature and quality of proposals received, the City / Redevelopment Agency may consider authorizing an Agreement for an exclusive right to negotiate the potential sale or ground lease of the City's parking lot.

The City's goal is to explore options which may lead to a more effective use of city-owned property. By requesting proposals for the possible redevelopment of the City owned parking lot, the City / Redevelopment Agency is not committed to entering into a sales agreement.

B. Submittal Deadline:

Three (3) copies of any proposal must be received by the Director of Community Development no later than October 14, 2005. Proposals must be delivered or mailed to:

City of Paso Robles
Community Development Director
1000 Spring Street
Paso Robles, CA 93446

C. Existing / Available Information That May be of Assistance:

1. The 2002 Downtown Parking and Circulation Action Plan.
2. The City's 2003 General Plan.

 **FILE**

3. The Environmental Impact Report that was prepared in conjunction with adoption of the 2003 General Plan.
4. Zoning Map and Zoning Code.
5. City digitized base maps for parcels, General Plan, and Zoning.
6. Economic Development Strategy, 1998.

D. Contents of the Proposal:

1. Format and requirements: Although there is no maximum proposal length, proposals should be kept to the minimum length necessary to address the requirements of the RFP. Proposals shall be 8.5 inch by 11 inch in size, with pages numbered sequentially.
2. Padding the proposal with "boiler plate" material is strongly discouraged. Please focus on the specific proposal for the use of the City's property and examples of directly related experience.
3. Proposal contents:
 - a. Firm or personal identification, including firm / person name, address, telephone and e-mail address; name and telephone number of contact person; a list of the firm's principals with experience, background, academic training and registrations.
 - b. Describe how your proposal for the use of the City parking lot would both preserve the number of existing off-street parking spaces and at the same time address the mixed-use development goals and objectives of the City's General Plan and Economic Development Strategy.
 - c. Present the professional qualifications of your project team.
 - d. Provide graphic illustrations of the architectural character of proposed structures and their relationship to nearby properties.
 - e. Detail any specific parameters applicable to your proposal, including but not limited to how you would propose to address the incremental increase in demand for off-street parking that is anticipated to result from project implementation.

- f. Provide evidence of your financial ability to carry out the project if your proposal is selected for consideration and exclusive negotiation with the City's Redevelopment Agency.
- g. Signature: Proposal shall be signed by an authorized corporate officer whose signature is binding upon the firm / partnership and a statement regarding for how long the proposal will remain valid.
- h. Conflict of interest: Proposal shall include a statement that no conflicts of interest exist in terms of presenting the proposal.
- i. Appendix: Include supplemental information, if any, such as firm brochure, fees for additional services, etc., at the end of the proposal.

E. The Selection Process:

The City will establish a screening committee to review all proposals received and to rank the proposals. The City may decide to interview project proponents with the most competitive proposals. Criteria used by the City / Redevelopment Agency in selecting a person or firm that will be considered for an exclusive right to negotiate an Agreement with the Redevelopment Agency includes the following:

1. Demonstrated experience in preparing and implementing similar types of development projects.
2. Project proponent's understanding of the City of Paso Robles' desires and general approach to the project.
3. How proposal requirements established in this RFP are included in the Proposal.

The top ranked firms may be invited for an interview / presentation. The most qualified firm will be invited to refine its proposal and negotiate a consultant services agreement.

The City reserves the right to reject any or all proposals, and to negotiate modifications or acceptance of parts of a proposal. Other terms and conditions of contract will be negotiated if and when the City Council / Redevelopment Agency authorizes an Exclusive right to Negotiate, in a manner subject to approval of the City Attorney.

F. For More Information...

Contact Bob Lata (Community Development Director) or Susan DeCarli (City Planner) at (805) 237-3970, or bob@prcity.com / sdecarli@prcity.com

Granting of this contract may require disclosure of personal financial interests under the Political Reform Act