



**Sacramento
Housing &
Redevelopment
Agency**

REPORT TO REDEVELOPMENT AGENCY
City of Sacramento
915 I Street, Sacramento, CA 95814-2671
www.CityofSacramento.org

Consent
June 5, 2007

Honorable Chair and Members of the Board

Title: Agreement: La Valentina Development Site

Location/Council District: 317 – 429 12th Street; 1209 E Street, Alkali Flat
Redevelopment Area/Council District 3

Recommendation: Adopt a **Redevelopment Agency Resolution** authorizing the Executive Director or her designee to execute an Exclusive Right to Negotiate Agreement with Domus Development, LLC for potential development on Agency-owned property adjacent to the La Valentina light rail station.

Contact: Christine Groth Weichert, Assistant Director, Community Development, 440-1353; Gregory I. Ptucha, Management Analyst, 440-1399 x 1249

Presenters: None

Department: Sacramento Housing and Redevelopment Agency

Description/Analysis

Issue: In November 2006, the Sacramento Housing and Redevelopment Agency (Agency) issued a Request for Qualifications (RFQ) to attract private development teams with the expertise and financial capacity to complete a pre-development planning process and propose a specific development project for vacant, Agency-owned property adjacent to the La Valentina light rail station stop in Alkali Flat. The La Valentina Development Site (Site) is comprised of seven parcels that total just under 1.1 acres in size (see Attachment 1, Site Map). The seven parcels are zoned either C-2 (General Commercial) or RMX (Residential Mixed Use). The Site parcels are not contiguous, but rather are interrupted by two public rights-of-way: D Street and the alley between D and E streets.

The Selection Committee organized to review the four RFQ responses unanimously recommended a team led by Domus Development, LLC (Domus). Other team members include Carter-Burgess for architecture, site planning and engineering and David Baker and Partners as consulting architects. The Domus team is proposing to evaluate the feasibility analysis of a mixed-use project that

would incorporate rental and ownership housing above ground floor retail and live/work loft space.

This report recommends approval of an Exclusive Right to Negotiate (ERN) agreement between the Agency and Domus. The ERN would have a nine month term during which Agency and Domus will negotiate the terms of a potential Disposition and Development Agreement (DDA) for consideration by the Agency governing board after appropriate environmental review. During the ERN period, the Domus team and the Agency would complete due diligence on a variety of issues and seek community input. During the ERN period, conceptual and design development planning will be completed, which is intended to result in an economically feasible project.

Policy Considerations: The recommended action is consistent with the following goals of the Alkali Flat Redevelopment Plan: 1) Provide safe, decent, adequate & sanitary housing through the development of a mixture of housing types for all income groups; 2) Create additional employment opportunities for Project Area residents; and 3) Maximize private participation and investment in the redevelopment effort.

Environmental Considerations: The proposed action is exempt from environmental review per California Environmental Quality Act (CEQA) Guidelines Section 15262 as a planning activity for the purpose of defining the project. National Environmental Policy Act (NEPA) does not apply.

Committee/Commission Action: *Alkali Flat Redevelopment Advisory Committee (RAC):* At its meeting on April 5, 2007, the RAC voted to support staff's recommendation for a nine-month ERN as the next step in a process intended to lead to a DDA. The votes were as follows:

AYES: Camacho, Delgado, Miller, Poe, Prosser, Williams

NOES: None

ABSENT: Kivela, Valle

Sacramento Housing and Redevelopment Commission: At its meeting on May 16, 2007, the Sacramento Housing and Redevelopment Commission considered the staff recommendation for this item. The votes were as follows:

AYES: Burns, Burruss, Chan, Fowler, Gore, Hoag, Piatkowski, Shah, Stivers

NOES: None

ABSENT: Coriano

Rationale for Recommendation: If the ERN results in a DDA and implementation, the approved project would be designed to achieve goals of the Alkali Flat Redevelopment Plan. Additional benefits would be a return of the Site to the tax rolls and a commensurate increase in tax increment revenues. The completed project would provide needed retail/commercial outlets and employment opportunities for project residents and for the community. The completed project would be designed for "eyes-on-the-street" effects that would be intended to ameliorate social problems currently associated with the La Valentina light rail station.

Financial Considerations: If approved and executed, the proposed ERN would obligate the Developer and the Agency to make good faith efforts to negotiate the terms of the DDA. The Developer will pay a deposit of \$39,000 to cover the Agency's costs for third-party consultants needed to complete certain pre-development activities.

M/WBE Considerations: The items discussed in the report have no M/WBE impact; therefore, M/WBE considerations do not apply.

Respectfully Submitted by: 
ANNE M. MOORE
Executive Director

Recommendation Approved:


RAY KERRIDGE
City Manager

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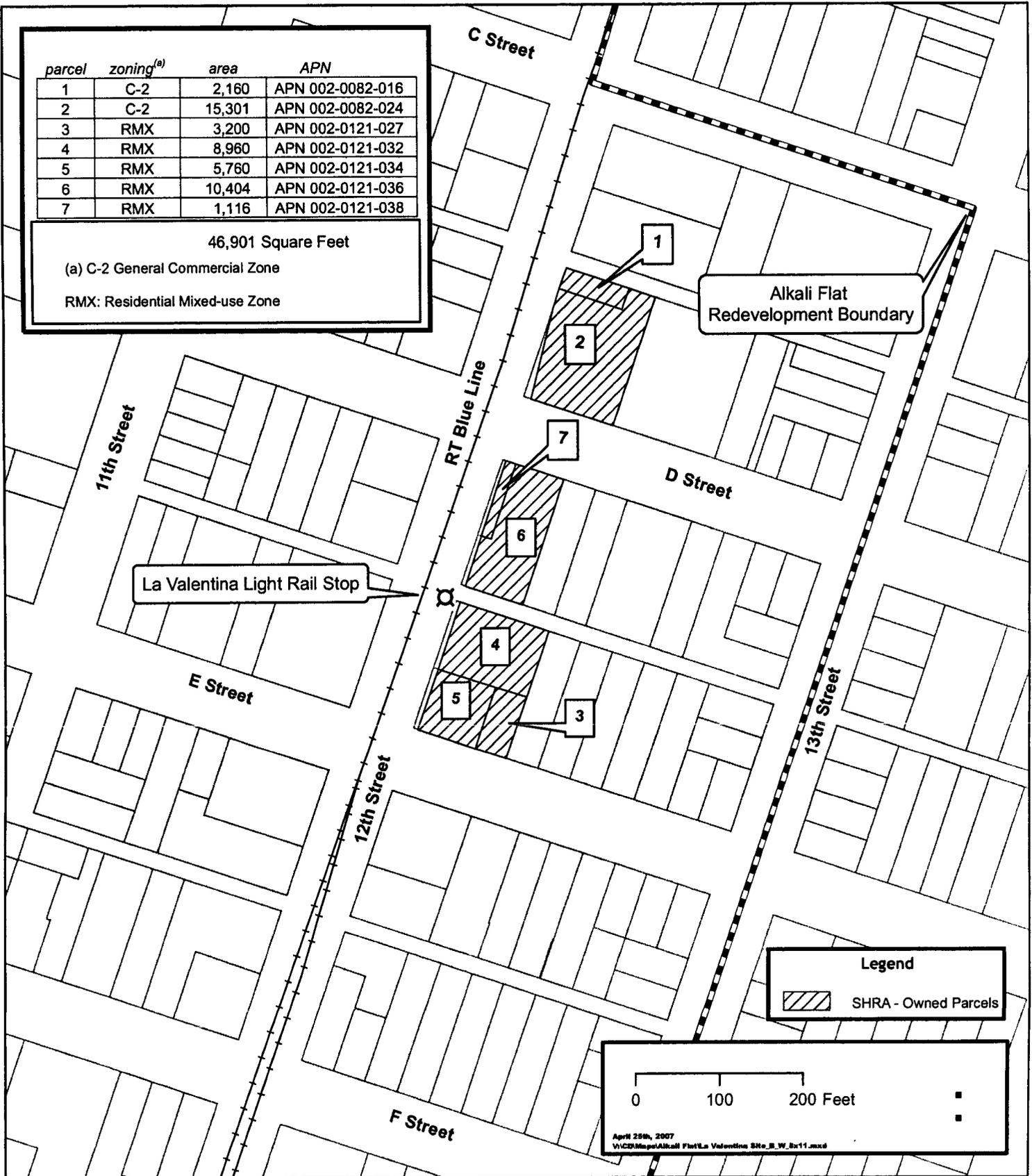
La Valentina Site

parcel	zoning ^(a)	area	APN
1	C-2	2,160	APN 002-0082-016
2	C-2	15,301	APN 002-0082-024
3	RMX	3,200	APN 002-0121-027
4	RMX	8,960	APN 002-0121-032
5	RMX	5,760	APN 002-0121-034
6	RMX	10,404	APN 002-0121-036
7	RMX	1,116	APN 002-0121-038

46,901 Square Feet

(a) C-2 General Commercial Zone

RMX: Residential Mixed-use Zone



April 28th, 2007
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Background – Proposed La Valentina Development Site ERN

From mid-1986 through early 1994, the Sacramento Housing and Redevelopment Agency (Agency) incrementally acquired a total of seven parcels of real estate along 12th Street in the Alkali Flat Redevelopment Project Area. Twelfth Street is the commercial corridor running through the neighborhood and serves as one of the main routes into Sacramento's downtown from the north. The neighborhood is well-served by public transportation with a light rail line and buses that run along 12th Street.

The seven parcels (the Site) total approximately 1.1 acres of vacant land. The Site is directly adjacent to the Alkali Flat/La Valentina Light Rail Station operated by the Sacramento Regional Transit District (RT). This station is well-used, and ranks in the top one-third of 24 stops on RT's Blue Line in terms of passenger volume. RT's Blue Line connects Meadowview (south) with I-80/Watt (north) stations.

The Agency previously solicited private developer proposals for the Site. In doing so, the Agency worked to attract innovative proposals that incorporate the proximity of the light rail station and use Smart Growth Principles. In October 2004, the Agency issued a Request for Proposals (RFP) to purchase and develop the Site. The Olson Company of San Ramon, California (Olson) responded and was selected to complete pre-development planning. In mid-2006, after completing a variety of pre-development activities, Olson chose to withdraw from this project as well as from others in the Sacramento region. Before choosing to withdraw, Olson completed Phase I and Phase II environmental site assessments that clarify the scope and nature of remediation needed before the Site can be developed.

After the Olson Company withdrew, the Agency issued a Request for Qualifications (RFQ) in November 2006 to attract private development teams interested in the Site. A Selection Committee unanimously recommended a team led by Domus Development, LLC, of San Francisco (Domus). During discussion of the team's qualifications, the Domus team, which includes the Sacramento office of Carter-Burgess and consulting architect David Baker, suggested a development concept that would include a range of affordable and market-rate housing above ground floor retail space, and possibly some live/work loft space.

The very positive opportunities of the Site are balanced to some degree by challenges. The frequency of RT's Blue Line train service involves use of a crossing track that generates vibration and noise levels that will require special design and construction methods in any project developed on the Site. As part of its due diligence, Olson had a vibration and noise analysis completed to better understand the nature of that issue and options to resolve it. Another challenge of the Site is that the 12th Street corridor and RT's Alkali Flat/La Valentina light rail station reflect a variety of social issues associated with homeless individuals who frequent the area and are en route to/from facilities such as Loaves and Fishes that lie north of the Site.

The Agency's objectives for redevelopment of the Site include:

- Create a transit-oriented development that incorporates Smart Growth principles;
- Serve as a catalyst project to encourage positive development on the 12th Street corridor in Alkali Flat;
- Create an economically viable use; and
- Involve the community in shaping the development of an innovative project.

An ideal development would fully utilize the site and contain a mix of uses including retail and/or office and housing. The retail would be neighborhood-serving and blend well with the existing uses in the area. Architectural design and massing would respect and enhance the historic nature of Alkali Flat and the adjacent Mansion Flats neighborhood.

The Domus team met with the Alkali Flat Redevelopment Advisory Committee (RAC) on April 5, 2007, and the RAC endorsed the staff recommendation for a nine-month Exclusive Right to Negotiate (ERN) agreement. The Domus team has also met with the Alkali Flat / Mansion Flats Neighborhood Association at its April 12, 2007 general meeting. The recommended ERN includes a deposit fee of \$39,000 to be paid by Domus and the ERN includes a detailed work plan for completion of pre-development research, design, community outreach, economic feasibility and market demand analysis that is intended to result in a Disposition and Development Agreement at the end of the nine month ERN period.

RESOLUTION NO. _____

Adopted by the Redevelopment Agency of the City of Sacramento

ON DATE OF

APPROVAL OF EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT WITH DOMUS DEVELOPMENT, LLC, FOR AGENCY-OWNED PROPERTIES LOCATED AT 12TH STREET IN THE VICINITY OF D AND E STREETS

BACKGROUND

- A. The Redevelopment Agency of the City of Sacramento (“Agency”) has adopted the Alkali Flat Redevelopment Plan (“Redevelopment Plan”) and a 2005 – 2009 Implementation Plan for the Alkali Flat Project Area (“Project Area”).
- B. Agency owns certain real property in the Project Area generally described as being located on the east side of 12th Street from the alley north of D Street south to E Street (APNs 002-0082-016; 002-0082-024; 002-0121-027; 002-0121-032; 002-0121-034; 002-0121-036; 002-0121-038) (“Property”).
- C. The Property is adjacent to the La Valentina Light Rail Station and the Property includes seven tax parcels that are zoned General Commercial or Residential Mixed Use by the City of Sacramento.
- D. The Agency is seeking redevelopment of the Property for a transit-oriented development that would have a mix of retail/commercial and residential uses, with the residential units appealing to a range of household income levels.
- E. A Selection Committee has evaluated the credentials of four teams that responded to a Request for Qualifications and has recommended a development team led by Domus Development, LLC (“Developer”) to engage in pre-development activities intended to result in a specific project proposal for the Property and to negotiate terms of a Disposition and Development Agreement.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO RESOLVES AS FOLLOWS:

Section 1. The Exclusive Right to Negotiate (ERN) agreement between the Agency and Developer (attached as Exhibit A) is hereby approved and the Executive Director or her designee is authorized to execute the ERN.

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Exhibit A – Exclusive Right to Negotiate Agreement

AGREEMENT FOR EXCLUSIVE RIGHT TO NEGOTIATE LA VALENTINA PROJECT

THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO ("Agency") and DOMUS DEVELOPMENT, LLC, ("Developer"), have entered into this Agreement for Exclusive Right to Negotiate ("Agreement") as of _____, ("Effective Date") upon the follow terms:

1. **RECITALS.** This Agreement is based upon the following recitals, facts and understandings of the Parties:

a. Developer desires to negotiate with Agency to develop certain real property ("Property") located in the City of Sacramento, County of Sacramento, State of California, as described in the Legal Description attached and incorporated in this Agreement by this reference. The Property is within Alkali Flat Neighborhood Redevelopment Project Area ("Project Area") and is owned by the Agency. The development of the Property ("Project") consistent with Alkali Flat Neighborhood Redevelopment Project Plan ("Redevelopment Plan") and its implementing documents has been identified by the Agency as important to the furtherance of the Project Area and the elimination of blighting conditions in the Project Area.

b. The parties desire to investigate the feasibility of the Project and to negotiate a Disposition and Development Agreement ("DDA") for transfer, financing and development of the Property.

c. The development of the Site, the completion of the Project and the fulfillment generally of this Agreement are for the purpose of community improvement and welfare, for the benefit of the Project Area and in accord with the public purposes and provisions of any applicable federal, state and local laws and requirements under which the Project is to be undertaken.

2. **IDENTITY OF PARTIES.** The legal identities of the parties to this Agreement and their addresses are as follows:

a. Developer is Domus Development, LLC, a limited liability company, organized and doing business in the State of California. The principal office of Developer is located at 9 Cushing, Suite 200, Irvine, CA 92618. The project development office of Developer is located at 149 Fell Street, San Francisco, CA 94102. Developer shall make full disclosure to Agency of the identity of all principals, officers, stockholders, partners, joint venturers, and entities in Developer. Initially, the principals of Developer are Meea Kang, President and member; Jong C. Limb, member; and Monique R. Hastings, member.

b. Agency is the Redevelopment Agency of the City of Sacramento, a public body, corporate and politic, organized under California law and functioning within the jurisdiction of the City of Sacramento. The principal office of Agency for purposes of this agreement is located at 630 I Street, Sacramento, California 95814. If copy to Developer, send to principal office and to project development office.

c. Notices to any party shall be personally delivered or sent by first class mail to its principal office address. Notices to Agency shall be clearly marked "Attention: La Valentina Project".

3. **EXCLUSIVE NEGOTIATION.** During the term of this Agreement, the parties shall negotiate exclusively with each other, and in good faith, regarding the Property and the Project. The parties acknowledge and agree that neither party is obligated by this Agreement or otherwise to undertake the Project or any other Project on the Property and that no party has a cause of action against the other arising under this Agreement for failure to approve or undertake the Project.

4. **TERM.** This Agreement shall be effective as of the Effective Date, and shall terminate upon the earlier of completion of all obligations or two hundred seventy (270) days after the Effective Date unless extended by written agreement of the parties.

5. **LEGISLATIVE ACTION.** Agency and Developer acknowledge that the Agency must exercise its independent legislative authority in making any and all findings and determinations required of them by law concerning the Project. This Agreement does not restrict the legislative authority of the Agency in any manner, whatsoever, and does not obligate the Agency to enter into the DDA or to take any course of action with respect to the Project.

a. Except as expressly stated in this Agreement, if this Agreement terminates without execution of a DDA, each party shall bear its own costs related to this Agreement.

b. Developer acknowledges that Agency and the City of Sacramento are separate legal entities, and that the Project is also subject to independent review by the City in proper exercise of its jurisdiction, including without limitation, review by the City's Planning Department, Design Review/Preservation Board and Building Department. If the Project is disapproved by final action of the governing bodies of the Agency, as a result of CEQA review or otherwise, this Agreement shall terminate as of the date of such disapproval.

6. **CEQA REVIEW.** In accordance with the California Environmental Quality Act (“CEQA”), Agency as lead agency shall prepare the environmental documentation and consider the environmental effects of the Project prior to considering action to approve the proposed DDA.

a. Nothing in this Agreement shall be construed to limit the application of CEQA to the Project or to changes in the Project or to control the actions of Agency in meeting its respective CEQA obligations. In fulfilling its obligations under CEQA, the Agency shall act independently and without regard to its respective obligations under this Agreement. Agency shall not be liable, in any respect, to Developer or any third party beneficiary of this Agreement for their action or inaction in fulfilling their respective CEQA obligations.

b. Agency will not consider the approval of the Project unless and until it has fully reviewed and considered the environmental impacts of the proposed Project in accordance with CEQA. After CEQA review, Agency is not, and shall not be considered to be, obligated by this Agreement, or otherwise, to approve a DDA or any other agreement,. After CEQA review, Agency is not obligated, by this Agreement or otherwise, to adopt findings of overriding considerations for the approval of the Project or take any other action in support of the proposed Project. After CEQA review, Agency is not precluded, by this Agreement or otherwise, from rejecting the Project or from imposing mitigation measures as a condition of Project approval, which measures mitigate or avoid direct or indirect environmental effects of the Project.

c. Upon Agency request, Developer shall supply data and information both to determine the impact of the development on the environment and to assist in the preparation of the environmental documents for the proposed Project.

7. **SCHEDULE OF PERFORMANCES.** The parties shall perform the following stated obligations at the times specified in the following schedule (“Schedule of Performances”). Items marked “Firm Deadline” are inflexible deadlines and failure to comply with them is a breach. Items not so marked are flexible milestones, and failure to meet a milestone date is not a breach of the Agreement but may be considered in determining the likelihood of a future breach of the Agreement:

Responsible Party	Action	Due Date following Effective Date. Items marked with * are Firm Deadlines.
Developer	Submit Deposit	Within five (5) days*
Developer and Agency	Prepare work plan and schedule for negotiation, including preparation for community involvement	Within thirty (30) days
Developer	Completes due diligence	Within sixty (60) days
Developer	Submits preliminary site plans, elevations, massing, development budget, financial analysis, entitlement actions required	Within ninety (90) days
Agency	Review of preliminary Developer documentation	Within one hundred and twenty (120) days
Developer	Holds first community meeting to make presentation to, and receive input from, the Alkali Flat Redevelopment Advisory Committee and other stakeholders.	Within one hundred and twenty (120) days
Developer	Prepares “design development” level of plans, budgets and <i>pro forma</i>	Within one hundred and fifty (150) days
Developer	Holds second community meeting and submits application for entitlements and Design Review/Preservation Board approvals	Within one hundred and eighty (180) days
Developer	Submits preliminary financing plan to Agency and obtains Environmental Remediation Plan from Sacramento County Environmental Management Department	Within two hundred and ten (210) days
Developer	Holds third community meeting	Within two hundred and forty (240) days
Developer	Submits evidence of equity and debt financing options for entire Project	Within two hundred and seventy (270) days
Developer and Agency	Parties agree to terms and conditions for Project DDA	Within two hundred and seventy (270) days*

8. **OTHER EXTENSION.** Upon written request of Developer, Agency shall reasonably consider an extension of the initial term of this Agreement if Developer has acted diligently and in good faith in performing its obligations under this Agreement and if there is a reasonable likelihood that the parties can negotiate a mutually acceptable DDA.

9. **DEPOSIT FEE.** Developer, shall deliver to Agency a deposit of Thirty-Nine Thousand Dollars and No Cents (\$39,000.00) ("Deposit") not later than the fifth (5th) business day following the Effective Date. In the first ninety (90) days after the Effective Date, Developer may terminate the negotiations and this Agreement and Agency shall return the full amount of the "Net Deposit" (as defined below) to Developer. After ninety (90) days have elapsed following the Effective Date, Developer may terminate the negotiations and this Agreement and Agency shall return fifty percent (50%) of the Net Deposit to Developer. After one hundred and eighty (180) days, Agency shall retain the full amount of the Deposit; provided, however, that if Agency rejects a proposed DDA resulting from the negotiations under this Agreement, Agency shall refund the full amount of the Net Deposit.

a. Prior to execution of the DDA for the Project or termination of negotiations between Agency and Developer, Agency may expend the Deposit solely for payment of all third-party fees, costs and expenses (the "Third Party Costs") for predevelopment activities for the Project incurred by Agency, including, without limitation, costs related to preparation of the environmental documentation for the Project and supporting studies other than fees for Agency outside legal counsel for the negotiation or preparation of documents for the transactions contemplated by this Agreement. Funds remaining after payment of all Third Party Costs earned, are the "Net Deposit". Fifteen days prior to any such expenditures, Agency shall provide the Developer with a schedule of anticipated expenditures on the Third Party Costs. The parties anticipate that Third Party Costs will not exceed Thirty-Nine Thousand Dollars and No Cents (\$39,000.00). If the actual expenditures exceed the anticipated amount the parties shall meet and confer with respect to the budget for such costs, and Agency is not obligated to continue with the Project until Developer has deposited such additional funds as may reasonably be needed to pay such remaining Third Party Costs. It is agreed and understood that the required Deposit is a Deposit only, and that to the extent that the costs of the Project exceed the Deposit, Developer is responsible for the payment of any and all such additional costs.

b. If Developer and Agency agree in writing to terminate the negotiations, the Net Deposit will be refunded to the Developer

c. If the terms of the DDA are not finalized during the negotiation period for any reason not considered in the foregoing, the Deposit is the property of the Agency, without restriction as to its use, unless the Agency agrees in writing to extend the negotiation period.

10. **DEFAULTS.** Either of the Agency or the Developer shall be in default of this Agreement if it (a) fails to fulfill its obligations when due, which failure is not caused by the other party, (b) does not negotiate the DDA in good faith and upon the terms stated in this Agreement, (c) does not reasonably cooperate with the other in fulfilling the other's obligations under this Agreement, or (d) refuses to execute the DDA when negotiations are completed and deposit any funds then required of it for the DDA (except if the Agency has disapproved the project after public hearing in exercise of its legislative authority or in accordance with CEQA in exercise of its independent review).

The defaulting party shall have thirty (30) days to cure the default after receipt of notice of such default. Should the defaulting party fail to cure the default within the thirty (30) days, the nondefaulting party may terminate this Agreement by written notice to the defaulting party, and may pursue equitable remedies available to it for such default. Should the Agency be in default, the Developer is entitled to the unencumbered remainder of the Deposit, if any. In the event of such a default by Developer, Agency may retain the Deposit and may terminate the Agreement.

a. After termination of this Agreement for default of Developer, Developer shall have no rights under this Agreement to participate in the development of the Project, and the Agency shall have the absolute right to pursue development of the Project, in any manner it deems appropriate.

b. The remedies contained in this Section 10. are the sole exclusive remedies for default of this Agreement, and neither party may claim, as a result of a default of this Agreement, any damages, whether monetary, non-monetary, contingent, consequential or otherwise.

11. **DISPOSITION AND DEVELOPMENT AGREEMENT.** In addition to other provisions stated in this Agreement, the DDA will address, without limitation, the following provisions (a) use covenants to run with the land; (b) payment and performance bonding and other completion assurances; (c) insurance and indemnities, including hazardous materials indemnities; (d) anti-discrimination provisions; (e) performance assurances such as the deposit; (f) limitation on transfers prior to Project completion; (g) compliance with CEQA mitigation; (h) Agency's rights to revest the Property upon Developer default; and (i) Agency's Art in Public Places requirements; (j) extension fees for delay in construction, and liquidated damages; (k) Agency's

rights to cure defaults, assume loans and complete construction; (l) delayed transfer of title to land; and (m) loan guarantees and additional securities.

12. **PREDEVELOPMENT COSTS.** Developer shall bear all predevelopment costs relating to actions of Developer under this Agreement, including but not limited to costs for planning, environmental architectural, engineering and legal services, and other costs associated with preparation of Developer's Proposal and the DDA.

13. **ASSIGNMENT.** This Agreement is not assignable by either party in whole or in part without the prior written consent of the other party.

14. **APPLICABLE LAW; VENUE.** This Agreement shall be construed in accordance with the law of the State of California, and venue for any action under this Agreement shall be in Sacramento County, California.

15. **ATTORNEYS' FEES.** In the event of any dispute between the parties, whether or not such dispute results in litigation, the prevailing party shall be reimbursed by the other party for all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees, witness and expert fees and investigation costs. A party receiving an award after arbitration or an order or judgment after hearing or trial shall not be considered a prevailing party if such award, order or judgment is not substantially greater than the other party's offer of settlement made in advance of the arbitration, hearing or trial.

EXECUTED as of the date first written above, in Sacramento, California.

AGENCY: REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO Approved as to form:

By: _____
Anne M. Moore, Executive Director

Agency Counsel

DEVELOPER: Domus Development, LLC

Approved as to form:

By: _____
Meea Kang
President and authorized signatory

By: _____
Counsel for Developer