A G E N D A
CITY OF SEASIDE
CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY/PARKING AUTHORITY JOINT SPECIAL MEETING
& CITY COUNCIL REGULAR MEETING

VIRTUAL ONLY
Thursday, June 18, 2020

5:30 PM & 7:00 PM

This meeting is compliant with Governor Newsom's Executive Order N-29-20 which allows local legislative bodies to hold public meetings electronically only, without a physical location for public participation, accessible only telephonically or otherwise electronically (video conferencing) to all members of the public seeking to observe and address the local legislative body, in order to avoid public gatherings, and until further notice.

VIRTUAL MEETING ACCESS

- You are strongly encouraged to observe the live stream of City Council and Boards and Commission meetings at https://bit.ly/SeasideYouTube

- If you wish to participate in the meeting live you can Join the Zoom Webinar Meeting. Click on this link: https://us02web.zoom.us/j/82596948197 or copy and paste the link into your browser. If your computer does not have audio, you will also need to join the meeting via phone.

- To participate via phone you can call the number below and enter the webinar ID number and password when prompted: (669) 900-9128 Webinar ID: 825 9694 8197

REMOTE PUBLIC COMMENTS To make a public comment, the following options are available:

- **Before the Meeting via Email**: Written comments can be emailed to CityClerk@ci.seaside.ca.us Include the following subject line: "Public Comment Item # (insert the agenda item number relevant to your comment). Written comments must be received by 5:00 p.m. on the day of the meeting. All submitted comments will be provided to the City Council or the Board for consideration, compiled as part of the record, and may be read into the record.
- **During the Meeting via Oral Comments:** When the Chair calls for public comment, attendees can queue to speak with the "Raise Hand" feature. On the Zoom application, click the "Raise Hand" button. On the phone, press *9. The Secretary to the Board will call speaker names and unmute speaker microphones. You will have up to 3 minutes to provide your comments, with time set by the discretion of the Mayor. Please note, if you chose to make comments orally, your written comments will not be read but will be included in the final record.

In an effort to ensure the virtual process closely follows our normal process, public comment will be accepted in writing during the meeting, but may not be read into the record during the meeting, but will be included as part of the final administrative record. Please do not plan to use the chat or Q&A features to put a comment on record. These resources are for tech support only

1. 5:30 PM JOINT SPECIAL MEETING CALL TO ORDER

2. ROLL CALL – ESTABLISHMENT OF QUORUM

Ian N. Oglesby	Mayor/Chair
David R. Pacheco	Mayor Pro Tem/Vice Chair
Jason Campbell	Council Member/Agency Member
Jon Wizard	Council Member/Agency Member
Alissa Kispersky	Council Member/Agency Member

3. PLEDGE OF ALLEGIANCE

4. REVIEW OF AGENDA

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

5. PUBLIC COMMENT

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

6. PUBLIC AGENCY COMMUNICATIONS

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

7. CONSENT AGENDA

A. APPROVE MINUTES FROM MAY 28, JUNE 4, JUNE 10 AND JUNE 11, 2020 MEETINGS

RECOMMENDATION: Approve the minutes as presented.

B. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of May 23, 2020 through June 5, 2020 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending June 4, 2020. Total Accounts Payable and Payroll for the above referenced period is $1,572,789.49.

C. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of April 25, 2020 through June 5, 2020 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending May 7, 2020, May 15 2020, May 21, 2020 & June 4, 2020. Total Accounts Payable and Payroll for the above referenced period is $3,318.88.

D. ADOPT A RESOLUTION TO AWARD A CONSTRUCTION CONTRACT TO MONTEREY PENINSULA ENGINEERING FOR AN AMOUNT NOT TO EXCEED $93,590 FOR THE SONOMA SPORTS COURT PROJECT

RECOMMENDATION: Adopt the resolution awarding a construction contract for an amount not to exceed Ninety Three Thousand Five Hundred Ninety Dollars ($93,590) to Monterey Peninsula Engineering for the Sonoma Sports Court Project.

E. ADOPT RESOLUTION AUTHORIZATION FOR THE USE OF PARCELS IN THE LAGUNA GRANDE PARKING LOT OWNED BY THE SEASIDE PARKING AUTHORITY AND THE SUCCESSOR AGENCY OF THE SEASIDE REDEVELOPMENT AGENCY FOR THE RETAIL SALES OF SAFE AND SANE FIREWORKS.

RECOMMENDATION: Adopt resolution to grant authorization to the "Village Project" and Carpenters House Church to conduct the sale of fireworks on parcels that are owned by the Successor Agency and the Parking Authority between June 28, 2020 and July 5, 2020.

F. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A NEW AGREEMENT AMONG MONTEREY COUNTY PUBLIC AGENCIES FOR THE COUNTY OF MONTEREY TO PROVIDE 9-1-1 EMERGENCY COMMUNICATIONS AND DISPATCH SERVICES.

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to enter into a new agreement among Monterey County public agencies for the County of Monterey to provide 9-1-1 emergency communications and dispatch services.

G. ADOPT RESOLUTION DECLARING THE VACATION AND ABANDONMENT OF A PUBLIC UTILITY EASEMENT AT 2 GEARY PLAZA

RECOMMENDATION: Adopt a resolution vacating and abandoning a

utility maintenance easement at 2 Geary Plaza.

H. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT REAL PROPERTY FROM THE FORT ORD REUSE AUTHORITY TO THE CITY OF SEASIDE

RECOMMENDATION: Adopt Resolution authorizing the City Manager to execute and accept Property Transfer from the Fort Ord Reuse Authority to the City of Seaside

I. ADOPT RESOLUTION AUTHORIZING THE CITY MANAGER, UPON FINAL REVIEW BY THE CITY ATTORNEY, TO EXECUTE THE ENVIRONMENTAL SERVICES CONTRACT AMENDMENT (ESCA) AND ACCEPT ASSIGNMENT OF THE MODIFIED CONTRACT TO SEASIDE TO BE FORA'S SUCCESSOR FOR PURPOSES OF COMPLETING THE LONG TERM MONITORING OBLIGATIONS REMAINING TO BE COMPLETED AND TO EXECUTE SUCH OTHER DOCUMENTS NECESSARY TO COMPLETE THE ASSIGNMENT INCLUDING THE ADMINISTRATIVE ORDER ON CONSENT WITH THE ENVIRONMENTAL PROTECTION AGENCY AND ANY OTHER DOCUMENTS NECESSARY TO COMPLETE THE PROCESS INCLUDING ASSIGNMENTS OF CONTRACTS AND INSURANCE POLICIES AND AUTHORIZING CITY ATTORNEY TO RETAIN SPECIALIZED COUNSEL AND CONSULTANTS TO ADDRESS LEGAL ISSUES AS NECESSARY

RECOMMENDATION: Adopt Resolution authorizing the City Manager, upon final review of the City Attorney, to execute agreements, accept assignments and take such other actions to complete the environmental services clean up contract with the Army as FORA ESCA successor and authorize City Attorney to retain specialized attorneys and consultants to address legal issues as necessary

J. ADOPT A RESOLUTION CREATING THE PART-TIME CLASSIFICATION AND HOURLY PAY RATE FOR SUMMER YOUTH INTERN I/II

RECOMMENDATION: Approve a resolution establishing the job description and hourly pay rate for the Summer Youth Intern I/II position.

K. ADOPT A RESOLUTION APPROVING THE 2020 FIREWORKS SURCHARGE PERCENTAGE.

RECOMMENDATION: Approve resolution for the proposed 2020 Fireworks Surcharge of seven percent as outlined in the City of Seaside Municipal Code Chapter 8.32 relating to fireworks.

L. ADOPT A RESOLUTION TO ADOPT A SUCCESSOR MEMORANDUM OF UNDERSTANDING WITH THE SEASIDE POLICE OFFICERS' ASSOCIATION

RECOMMENDATION: Adopt resolution approving the successor Memorandum of Understanding with the Seaside Police Officers' Association that includes no salary increase and a reduction in compensation of 10%.

M. ADOPT A RESOLUTION ACCEPTING THE UNITED WAY EMERGENCY FOOD AND SHELTER PROGRAM (EFSP) LOCAL BOARD IN MONTEREY COUNTY FOR PHASE 37 / CARES GRANT FOR A RESIDENTIAL UTILITY AND RESIDENTIAL RENTAL ASSISTANCE PROGRAM, AUTHORIZE THE FINANCE DIRECTOR TO ADJUST THE GENERAL FUND FOR THIS GRANT, AND AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT FOR THIS GRANT.

RECOMMENDATION: Authorize acceptance of a grant from United Way EFSP Monterey County Phase 37 / CARES for $35,000, authorize the Finance Director to adjust the General Fund for this grant, and authorize the City Manager to execute a contract for this grant.

N. APPROVE A RESOLUTION AUTHORIZING THE CITY TO APPLY TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) FOR A GRANT AUTHORIZED UNDERNEATH THE LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS (LEAP).

RECOMMENDATION: Adopt a resolution authorizing the City to apply to the California Department of Housing and Community Development (HCD) for a grant authorized underneath the Local Government Planning Support Grant Program Funds (LEAP).

O. AUTHORIZE CITY MANAGER TO EXECUTE AGREEMENT WITH CHARGEPOINT INC. FOR GRANT OF TWO ELECTIVE VEHICLE CHARGERS

RECOMMENDATION: The purpose and recommendation is to authorize the city manager to execute an agreement with ChargePoint to receive two dual port electric vehicle (EV) charging stations funded through grant program of the Monterey Bay Air Resource District.

P. ADOPT A RESOLUTION CONDEMNING THE MURDER OF GEORGE FLOYD AND URGING CRIMINAL CHARGES, CONVICTIONS AND SENTENCING

AGAINST ALL FOUR POLICE OFFICERS INVOLVED TO THE FULL EXTENT OF THE LAW

RECOMMENDATION: Adopt the resolution and direct staff to distribute this resolution.

Q. NOTICE OF REJECTION OF CLAIM OF RESOURCE ENVIRONMENTAL, INC.

RECOMMENDATION: That the City Council formally reject the claim.

8. ADJOURN 5:30 PM MEETING

9. 7:00 PM REGULAR MEETING CALL TO ORDER

10. PLEDGE OF ALLEGIANCE

11. PUBLIC COMMENT

12. PRESENTATIONS

A. 4TH OF JULY FIREWORKS ENFORCEMENT PLAN

B. RECOGNITION OF RICK MEDINA FOR HIS 29 YEARS OF SERVICE

13. PUBLIC HEARING

A. INTRODUCTION OF AN ORDINANCE TO AMEND THE TEXT OF CHAPTER 17 OF THE SEASIDE MUNICIPAL TO ADD VEHICLE SERVICES MINOR AS A USE PERMIT IN THE REGIONAL COMMERCIAL (CRG) ZONING DISTRICT (FIRST READING-ROLL CALL VOTE) AND USE PERMIT APPLICATION UP-20-03 FOR THE CONSTRUCTION OF A NEW RETAIL TIRE STORE AND AN AMERICAN LEGION SERVICE CLUB.

RECOMMENDATION: Accept the Planning Commission recommendation, introduce and pass to print the draft ordinance adding Vehicles Services Minor as a use permit in the Regional Commercial Zoning District and approve Use Permit UP-20-03 for the construction of a new retail tire store and an American Legion service club.

B. INTRODUCTION OF AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE CHAPTER 10.32 ESTABLISHING FOUR HOUR TIME LIMIT AT CITY PARK PARKING LOTS AND ALLOWING OVERNIGHT PARKING ONE NIGHT A WEEK AT THE LAGUNA GRANDE LAKESIDE PARKING LOT. (FIRST READING - ROLL CALL VOTE)

RECOMMENDATION: The purpose of this item is to review the draft amendments, and to consider adoption of an Ordinance to amend the Seaside Municipal Code Section 10.32 "Stopping, Standing and Parking" to include the addition of a 4 hour time limit for parking at city parks, and to allow overnight parking one night a week in the Laguna Grande Lakeside parking lot. It is recommended the City Council hold a public hearing on the amendments to Seaside Municipal Code Section 10.32.

C. SECOND REVIEW AND CONSIDERATION OF ADOPTION OF THE 2020-2021 GENERAL AND OTHER FUNDS OPERATING BUDGET, CAPITAL OUTLAY BUDGET, CAPITAL IMPROVEMENT BUDGET, POSITION CONTROL LIST AND SALARY SCHEDULE, THE APPROPRIATIONS LIMIT, THE CAPITAL IMPROVEMENT PLAN, AND SET THE RESERVE AMOUNTS AND AUTHORIZE STAFF TO TAKE ACTIONS AS NECESSARY FOR BUDGET IMPLEMENTATION

RECOMMENDATION: Adopt resolution approving the 2020-2021 General and Other Funds Operating Budget, Capital Outlay Budget, Capital Improvement Budget, Position Control List and Salary Schedule, the Appropriations Limit, the Capital Improvement Plan, and set the reserve amounts and authorize staff to take actions as necessary for budget implementation.

D. CONSIDER ADOPTION OF A RESOLUTION TO APPROVE THE PROPOSED 2020-21 FEE SCHEDULE

RECOMMENDATION: Adopt a resolution approving the Fiscal Year 2020-2021 Proposed Fee Schedule.

E. INTRODUCTION OF AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE SECTION 13.10.020 "WATER RATES AND CHARGES" FOR ADDITION OF CAPACITY FEE TO BE ADDED TO THE ADOPTED FEE SCHEDULE (FIRST READING - ROLL CALL VOTE)

RECOMMENDATION: Introduce and approve the draft Ordinance to amend the Seaside Municipal Code Section 13.10.020 "Water Rates and

Charges" to include the addition of a capacity fee into the City of Seaside's annual adopted fee schedule.

F. INTRODUCTION OF AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE SECTION 15.34 DIGGING AND EXCAVATION ON THE FORMER FORT ORD, PROHIBITING THE USE OF METAL DETECTION ON FORT ORD LANDS THAT PREVIOUSLY HAD MUNITIONS AND EXPLOSIVES OF CONCERN (FIRST READ-ROLL CALL VOTE)

RECOMMENDATION: Introduce and pass to print the draft ordinance.

G. INTRODUCTION OF AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE SECTION 2.14 BOARDS AND COMMISSIONS (FIRST READING - ROLL CALL VOTE)

RECOMMENDATION: Introduce and pass to print the draft ordinance.

14. BUSINESS ITEMS

A. SUPPORT ASCENT DEVELOPMENT MONTEREY PENINSULA WATER MANAGEMENT DISTRICT PERMIT APPLICATION

RECOMMENDATION: Adding .83523 Acre Feet Per Year (AFY) to the Terrace and Broadway properties in support of the Monterey Peninsula Water Management District Permit Application

B. COUNCIL MEMBER REQUEST TO DISCUSS THE SEASIDE POLICE DEPARTMENT USE OF FORCE POLICIES AND "8 CAN'T WAIT" INITIATIVE

RECOMMENDATION: Review the Police Department's Use of Force Policy

C. COUNCIL MEMBER REQUEST TO DISCUSS ESTABLISHMENT OF A COMMUNITY POLICING ADVISORY COMMISSION

RECOMMENDATION: To review the draft ordinance establishing the Community Policing Advisory Commission.

D. CONSIDER ADOPTION OF A RESOLUTION APPROVING GARBAGE COLLECTION RATE INCREASE OF 8.09%

RECOMMENDATION: Adopt a resolution approving the GreenWaste rate adjustments to garbage collection rates.

15. COUNCIL MEMBER REQUESTS

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

This is a time specifically set aside for members of the City Council, the City Manager and City Attorney to make brief comments of general interest to the community, make requests that items be added to future City Council meeting agendas as necessary and report on committee assignments.

17. ADJOURNMENT

Next Regularly Scheduled Meeting:
July 2, 2020
7:00 PM

The City of Seaside is committed to providing accessible facilities and accommodating people with disabilities in all of its services programs and activities. If special considerations are needed by any person to fully participate in this meeting, contact the City Clerk at 899-6707 no fewer than two business days prior to the meeting to allow reasonable arrangements. Agendas are posted at: http://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas

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

CITY OF SEASIDE
STAFF REPORT

Item No.: 7.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Jessica Riley, Accounting Assistant
Kimberly Drabner, Finance Director

DATE: June 18, 2020

SUBJECT: **APPROVE AND FILE CITY CHECKS**

PURPOSE & RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of May 23, 2020 through June 5, 2020 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending June 4, 2020. Total Accounts Payable and Payroll for the above referenced period is $1,572,789.49.

BACKGROUND

In accordance with Government Code Section 37208, at each City Council meeting the Council 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 City Council for inspection and confirmation.

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

- $965,568.57 for Payroll and benefits

- $10,355.58 to L.N. Curtis & Sons for (24) response jackets for the Seaside Fire Department.
- $40,242.99 to Granite Construction Company for Prof. svcs for the Pavement Rehabilitation Project, phase II. Payment for application no. 6.
- $26,757.18 to Monterey County Sheriff - Coroner for Invoice #1763, for quarter ending 3/31/2020 for the Criminal Justice Information System.
- $29,191.01 to U.S. Bank - Cal Card for City of Seaside purchase card transactions for the billing period of 3/23/20 - 4/22/20.
- $27,323.55 to PNC Equipment Finance for 5/7/20 - 6/6/20 lease payment for 3 pickup trucks (contract #207378000) and 1 Vactor/Patch truck (contract #207377000).
- $44,559.19 to Veterans Transition Center for CDBG payment for the 3rd quarter of FYE2020 for operating expenses for structure renovations.
- $14,976.50 to Kimley-Horn and Associates for Intersection Control Evaluation and corridor study services through 4/30/2020.
- $11,481.96 to Altec, Inc. for Repair work to the Public Works' bucket truck #717. Replaced hoses throughout the inside of booms, twisted and leaking truck was damaged while on loan to the City of Marina. Marina has reimbursed the City of Seaside for the cost.
- $57,879.00 to Precision Grade, Inc. for Prof. scvs for the Wanda Avenue Sidewalk Repair Project funded by CDBG.
- $11,858.00 to Googie Grill for Preparing and delivering meals, 3x/day, 4x/week for the Great Plates Initiative.

The remaining checks, totaling $332,595.96 include payments to vendors for operating expenditures.

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

FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

None

CITY OF SEASIDE
STAFF REPORT

Item No.: 7.C.

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

FROM: Craig Malin, City Manager

BY: Jessica Riley, Accounting Assistant
Kimberly Drabner, Finance Director

DATE: June 18, 2020

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

PURPOSE & RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of April 25, 2020 through June 5, 2020 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending May 7, 2020, May 15 2020, May 21, 2020 & June 4, 2020. Total Accounts Payable and Payroll for the above referenced period is $3,318.88.

BACKGROUND

In accordance with Government Code Section 37208, at each City Council meeting the Council 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 City Council for inspection and confirmation.

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

- No checks exceeded $10,000.

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

FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

None

CITY OF SEASIDE
STAFF REPORT

Item No.: 7.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Scott Ottmar, Senior Engineer
Leslie Llantero, Assistant Engineer

DATE: June 18, 2020

SUBJECT: **ADOPT A RESOLUTION TO AWARD A CONSTRUCTION CONTRACT TO MONTEREY PENINSULA ENGINEERING FOR AN AMOUNT NOT TO EXCEED $93,590 FOR THE SONOMA SPORTS COURT PROJECT**

PURPOSE & RECOMMENDATION

Adopt the resolution awarding a construction contract for an amount not to exceed Ninety Three Thousand Five Hundred Ninety Dollars ($93,590) to Monterey Peninsula Engineering for the Sonoma Sports Court Project.

BACKGROUND

The City purchase the old playground on the northwest corner of Sonoma Avenue and Contra Costa from the Monterey Peninsula Unified School District in 2019 with the hopes to revamp the space for a multi-use sports court. The existing condition of the court is dilapidated from years of neglect. The improvements include dig outs, new asphalt and a slurry seal, new mutli-use goals for basketball and futsal, new striping, new fence fabric, an accessible entrance and gate.

The Sonoma Sport Court improvement project plans and specs were completed in-house in February and project bid notices were published on March 5, 2020 and again on March 19, 2020. A pre-bid meeting was held on March 17, 2020 in which three contractors were in attendance. A public bid opening was held on March 26, 2020 at 3:00 PM. The following bid was received:

Contractors	Bids
Monterey Peninsula Engineering	$93,590

Based upon an evaluation of bid documents received, Monterey Peninsula Engineering is the lowest responsive responsible bidder. Monterey Peninsula Engineering have performed similar work for the City.

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute a construction contract with Monterey Peninsula Engineering for an amount not to exceed Ninety Three Thousand Five Hundred Ninety Dollars ($93,590) including contingency such that the full value of the contract not exceed $101,591.

Project Manual and plans can be found here.

ENVIRONMENTAL COMPLIANCE

Article 19, section 15301 of CEQA states that a categorical exemption may be declared for "the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination . . . The key consideration is whether the project involves negligible or no expansion of an existing use." Since the project is to repair existing playground, this exception can be claimed for the City's proposed Sonoma Sports Court project.

FISCAL IMPACT

The construction contract is for $93,590. An additional amount for contingency is needed for written amendments to the construction contract outlined above such that the full value of the contract may not exceed $101,591. The budget for FY/20 for Sonoma Basketball Court is $60,000. Additional funds in the amount of $45,000 will be budgeted in next fiscal year budget for a total project budget of $105,000.

ATTACHMENTS

1. Resolution
2. Contract
3. Plans

Reviewed for Submission to the
City Council by:

_____

Craig Malin, City Manager

RESOLUTION NO. 20-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AWARDING A CONSTRUCTION CONTRACT TO MONTEREY PENINSULA ENGINEERING FOR AN AMOUNT NOT TO EXCEED NINETY THREE THOUSAND FIVE HUNDRED NINETY DOLLARS ($93,590) FOR THE SONOMA SPORT COURT PROJECT

WHEREAS, the City purchase the dilapidated playground on the northwest corner of Sonoma Avenue and Contra Costa from the Monterey Peninsula Unified School District in 2019 with the hopes to revamp the space for a multi-use sports court; and

WHEREAS, the improvements include asphalt dig outs, new asphalt patches, slurry seal, new mutli-use goals for basketball and futsal, new striping, new fence fabric, an accessible entrance and gate; and

WHEREAS, the Sonoma Sport Court project plans and specifications were completed in-house in February and the notice to bidders publication was issued on March 5, 2020 and again on March 19, 2020; and

WHEREAS, a pre-bid meeting was held on March 17, 2020 in which three contractors were in attendance; and

WHEREAS, at a public bid opening held on March 26, 2020 in which one bid was submitted by Monterey Peninsula Engineering which was determined to be the lowest responsive responsible bidder, who have successfully completed several similar projects in Seaside; and

WHEREAS, the project is categorical exempt per Article 19, section 15301 of CEQA since the project is to repair existing playground, this exception can be claimed for the City's proposed Sonoma Sports Court project.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute a construction contract with Monterey Peninsula Engineering for an amount not to exceed Ninety Three Thousand Five Hundred Ninety Dollars ($93,590).

NOW THEREFORE IT BE FURTHER RESOLVED, that the City of Seaside City Council authorize the City Manager to execute up to an additional amount for contingency for written amendments to the construction contract outlined above such that the full value of the contract may not exceed $101,591 and direct the Finance Director to make the necessary budget adjustments.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 18th day of June, 2020 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

_____
Ian N. Oglesby, Mayor

ATTEST:

_____
Lesley Milton, City Clerk

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this _____ day of _____**, 2020** by and between Monterey Peninsula Engineering, whose place of business is located at 192 Healy Avenue, Marina, CA 93933 ("Contractor"), and the City of Seaside ("Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. _____ adopted on the **18th day of June 2020** awarded to Contractor the following Contract:

CONTRACT NUMBER 342-9570

SONOMA SPORTS COURT
located at
NORTHWEST CORNER OF SONOMA AVENUE AND CONTRA COSTA STREET,
Seaside, California, 93955

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and Owner agree as follows:

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

A. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (Work).

1.02 Price for Completion of the Work

A. Owner shall pay Contractor the following Contract Sum Ninety Three Thousand Five Hundred Ninety Dollars ($93,590) for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto.

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK

2.01 Commencement of Work

A. Contractor shall commence Work on the date established in the Notice to Proceed.
B. Owner reserves the right to modify or alter the Commencement Date.

2.02 Completion of Work

A. Contractor shall achieve Substantial Completion of the entire Work within **30** Days from the Commencement Date and **5** Days following substantial completion to achieve Final Completion.

ARTICLE 3 - PROJECT REPRESENTATIVES

3.01 Owner's Project Manager

A. Owner has designated **City Engineer** as its Project Manager to act as Owner's Representative in all matters relating to the Project.
B. City Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner.
C. Owner may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other Owner Representative.

ARTICLE 4 - LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

4.01 Liquidated Damage Amounts

A. As liquidated damages for delay Contractor shall pay Owner **$500** for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.

B. As liquidated damages for delay Contractor shall pay Owner **$500** for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

4.02 Scope of Liquidated Damages

A. Measures of liquidated damages shall apply cumulatively.

B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7200 (General Conditions).

ARTICLE 5 - CONTRACT DOCUMENTS

5.01 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Document 00 0115	List of Drawings
Document 00 4113	Bid Form
Document 00 5100	Notice of Award
Document 00 5200	Agreement
Document 00 5500	Notice to Proceed
Document 00 6113.13	Construction Performance Bond
Document 00 6113.16	Construction Labor and Material Payment Bond
Document 00 6290	Escrow Agreement for Security Deposits
Document 00 6325	Substitution Request Form
Document 00 6530	Release of Claims
Document 00 6536	Guaranty
Document 00 7200	General Conditions
Document 00 7316	Supplementary Conditions – Insurance & Indemnification
Document 00 9113	Addenda
Document 01 1100 - 01 7700	General Requirements
Document 12 93 through 32 31	Technical Specifications

5.02 There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7200 (General Conditions).

ARTICLE 6 - MISCELLANEOUS

6.01 Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.

6.02 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

6.03 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the

subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Contractor, without further acknowledgment by the parties.

6.04 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his/her employees. Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

6.05 During the term of this Agreement, Contractor warrants that it is currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5. Contractor further warrants that any subcontractors who are subject to Public Contract code section 4104, are registered and qualified to perform public work consistent with Labor Code section 1725.5.

6.06 This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

6.07 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Monterey, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Monterey.

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

CONTRACTOR: Monterey Peninsula Engineering,	**OWNER**: **The City of Seaside**
By: _____	By:_____
(Signature)	(Signature)
Peter Taormina	Craig Malin
(Print Name)	(Print Name)
Its: _____	City Manager
Title (If Corporation: Chairman, President or Vice President)	(Title)

END OF DOCUMENT

SONOMA AVENUE SPORTS COURT

VICINITY MAP

DIG ALERT

DIAL TOLL FREE
1-800-642-2444

AT LEAST TWO DAYS BEFORE YOU DIG

UNDERGROUND SERVICE ALERT:

ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT KNOWN OR IN A LOCATION DIFFERENT FROM THAT WHICH IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO DOING WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICE. BEFORE EXCAVATING, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND SERVICE ALERT AT 1-(800)-642-2444.

EMERGENCY TELEPHONE NUMBERS

SEASIDE POLICE DEPARTMENT	831-394-6811
SEASIDE FIRE DEPARTMENT	831-899-6790
MONTEREY SALINAS TRANSIT	888-678-2871
MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT	831-645-1203
PACIFIC GAS & ELECTRIC (PG&E)	800-743-5000
SEASIDE COUNTY SANITATION DISTRICT	831-899-6935
CITY OF SEASIDE PUBLIC WORKS	831-899-6825

SHEET INDEX

SHEET	SHEET #	TITLE
1	C0.1	TITLE SHEET
2	C1.0	SITE PLAN
3	C2.0	SITE FURNISHING DETAILS
4	C2.1	SPORTS GOAL DETAILS
5	C2.2	GATE DETAILS
6	C2.3	CITY DETAILS

GENERAL NOTES

1. DISTANCES SHOWN ON DRAWING ARE HORIZONTAL MEASUREMENTS.
2. DUST CONTROL DURING ALL PHASES OF CONSTRUCTION IS THE RESPONSIBILITY OF THE CONTRACTOR. IT IS ALSO CONTRACTOR'S RESPONSIBILITY TO MAINTAIN CLEANLINESS OF SITE DURING CONSTRUCTION.
3. ANY DAMAGE TO EXISTING FACILITIES INCLUDING BUT NOT LIMITED TO SIDEWALK AND FENCE SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE.
4. ALL STREET, SIDEWALK AND HAUL ROUTES SHALL BE KEPT CLEAN AND CLEAR OF DEBRIS, DIRT AND DUST IN A MANNER ACCEPTABLE TO LOCAL AGENCY.

CONSTRUCTION KEY NOTES

1. SAW CUT AND REMOVE EX. ASPHALT TO THE EXTENTS SHOWN. CONSTRUCT 4" THICK CONCRETE WALKWAY PER DETAIL 1 ON SHEET C2.3 AND DETAILS S-102. CROSS SLOPE SHALL NOT EXCEED 2%, LONGITUDINAL SLOPE SHALL NOT EXCEED 5%.
2. CONSTRUCT AC CONFORM PAVING: 2" AC TO THE EXTENTS SHOWN AND PER DETAIL S-201 ON SHEET C2.3.
3. FURNISH AND INSTALL BENCH (DUMOR 103 SERIES PL) PER DETAIL 3 ON SHEET C2.0 AND MANUFACTURER'S RECOMMENDATIONS (ALT 1A).
4. FURNISH AND INSTALL BICYCLE RACK (DUMOR 125-20) PER DETAIL 5 ON SHEET C2.0 AND MANUFACTURER'S RECOMMENDATIONS (ALT 2A).
5. FURNISH, AND INSTALL MULTIGOAL (3M) PER DETAIL 4 ON SHEET C2.1 AND MANUFACTURER'S RECOMMENDATIONS (ALT. 3A).
6. PAINT WHITE LINES FOR A 50' X 84' BASKETBALL COURT AS DIRECTED BY THE ENGINEER.
7. PAINT YELLOW LINES FOR A 52' X 84' FUTSAL COURT AS DIRECTED BY THE ENGINEER.
8. REMOVE EXISTING CHAIN LINK FENCE FABRIC AND INSTALL NEW BLACK VINYL COATED FENCE FABRIC.
9. INSTALL NEW 8' TALL X 3' WIDE CHAIN LINK SWING GATE PER DETAIL 2 ON SHEET C2.2.
10. PROTECT EXISTING SIDEWALK.
11. PLACE SLURRY AND SEAL COAT OVER ENTIRE SURFACE PER SPECIFICATION

DATE	REVISIONS

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
440 HARCOURT AVE. CA. 93955 (831) 899-6825

SHEET TITLE: TITLE SHEET

PROJECT No.

SHEET STATUS:
- ☐ PRELIMINARY
- ☐ SEMI-FINAL
- ☒ FINAL
- ☐ OTHER

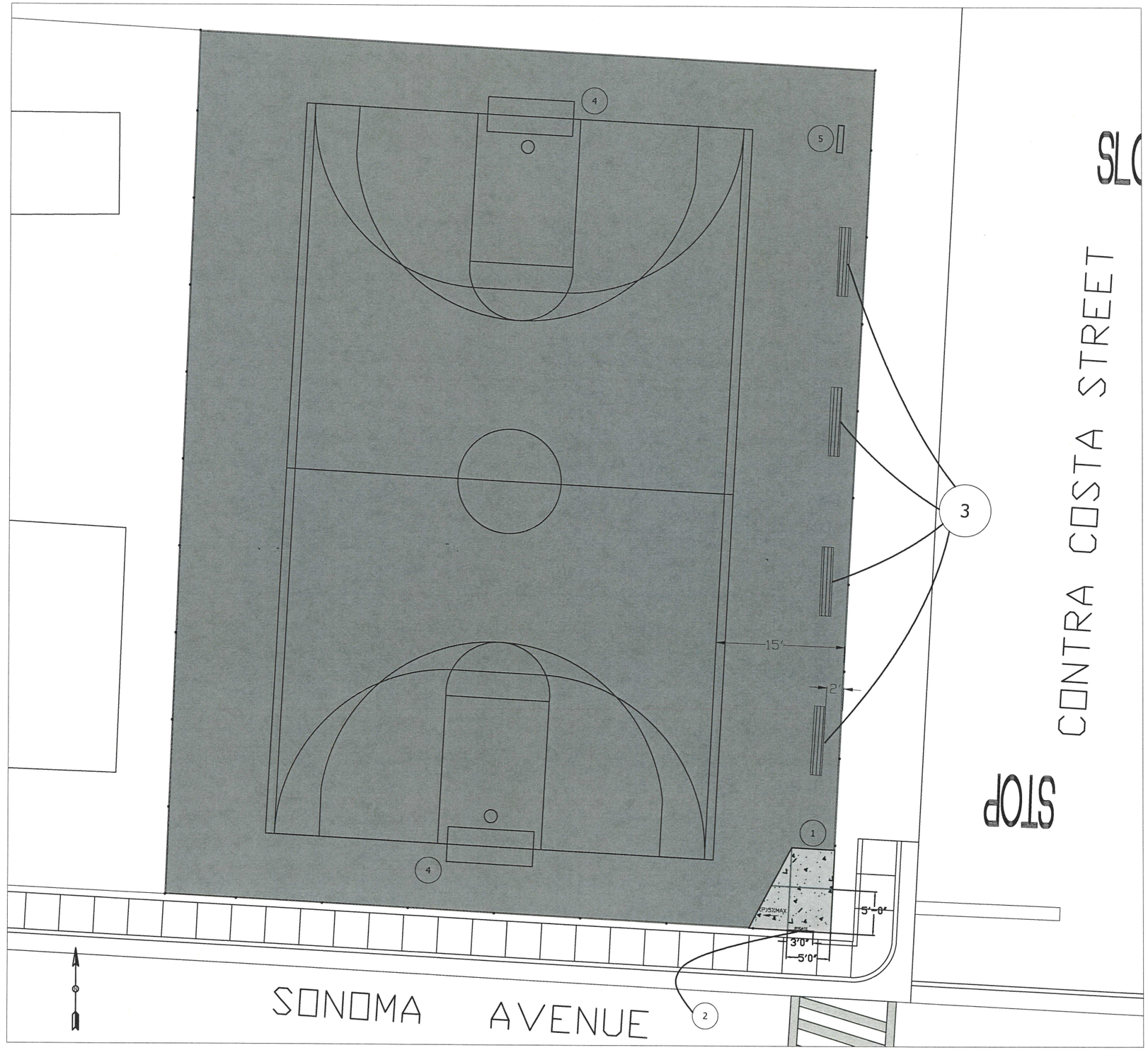
PROJECT TITLE: SONOMA AVENUE SPORTS COURT

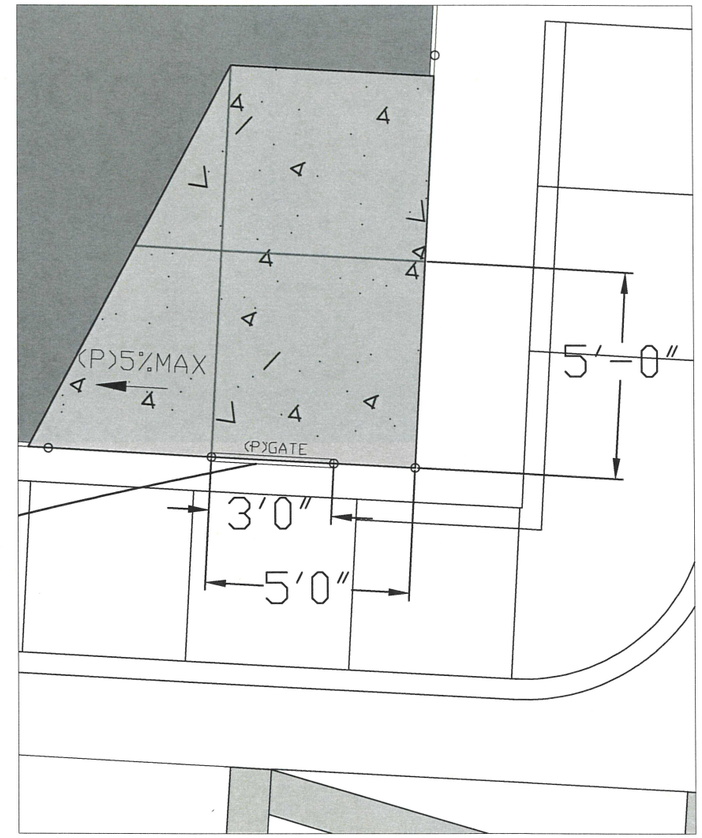
SHEET C0.1

SCALE: AS SHOWN

APPROVED BY: SCOTT OTTMAR, INTERIM CITY ENGINEER DATE 3/6/2020
CITY ENGINEER
EXPIRATION DATE: SEPTEMBER 30, 2020 R.C.E. No. C80086

DRAWING FILE No.





1

REGISTERED PROFESSIONAL ENGINEER
SCOTT M. OTTMAR
No. 80086
CIVIL
STATE OF CALIFORNIA

DATE	REVISIONS

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
440 HARCOURT AVE. CA. 93955 (831) 899-6825

SHEET TITLE: SITE PLAN

PROJECT No.

SHEET STATUS:
☐ PRELIMINARY
☐ SEMI-FINAL
☒ FINAL
☐ OTHER

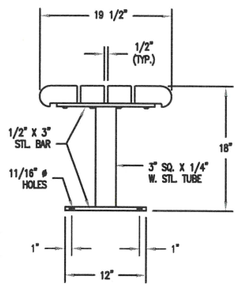
PROJECT TITLE: SONOMA AVENUE SPORTS COURT

SHEET C1.0

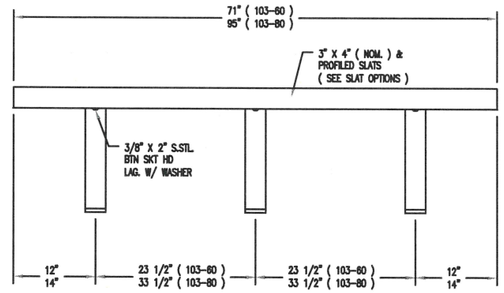
SCALE: AS SHOWN

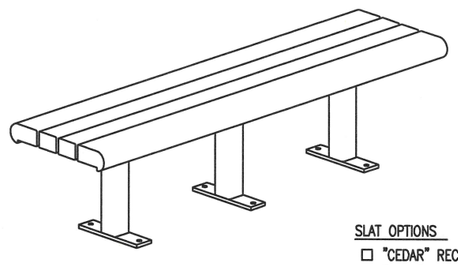
APPROVED BY: SCOTT OTTMAR, INTERIM CITY ENGINEER DATE: 3/6/2020
CITY ENGINEER
EXPIRATION DATE: SEPTEMBER 30, 2020 R.C.E. No. C80086

DRAWING FILE No.



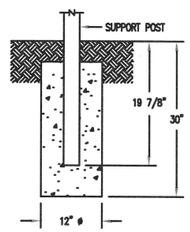
☐ S-2 SURFACE



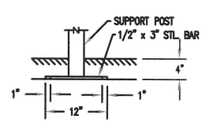


SLAT OPTIONS

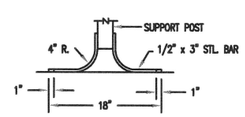
- ☐ "CEDAR" RECYCLED PLASTIC
- ☐ "GREY" RECYCLED PLASTIC
- ☐ "REDWOOD" RECYCLED PLASTIC
- ☐ "WALNUT" RECYCLED PLASTIC
- ☐ OTHER _____



☐ S-1 EMBEDMENT



☐ S-4 SUB FLOOR



☐ S-3 GULL WING

NOTES

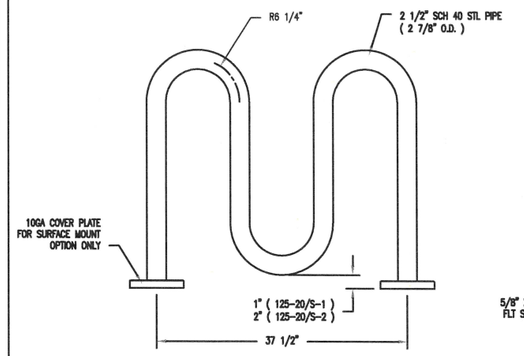
1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.
2.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED FOR S-2, S-3 & S-4 OPTIONS.

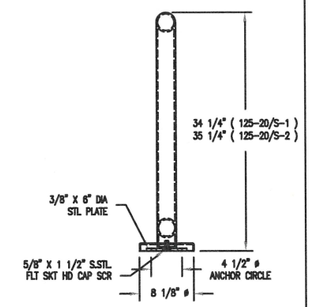
LENGTH OPTIONS

- ☐ 6' BENCH
- ☐ 8' BENCH

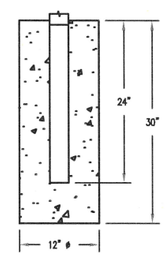
DuMor, inc. P.O. Box 142 Mifflintown, PA 17059-0142	SCALE : NONE	TITLE : BENCH		
	DATE DRAWN : 12/12/96			
	DRAWN BY : AH	REV. D	DRAWING NUMBER 103 SERIES PL	SHEET 1 OF 2
	DATE REV. : 10/26/11			
	REV. BY : JSB			

3

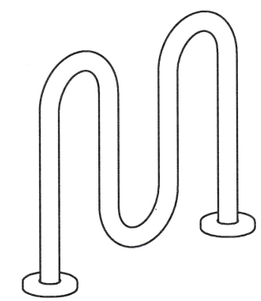




* ☐ S-2 SURFACE MOUNT *
(SEE NOTES)



☐ S-1 EMBEDMENT



FINISH OPTIONS

- ☐ HOT DIPPED GALVANIZED (VISIBLE VENT HOLES)
- ☐ COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.

NOTES:

1.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED FOR OPTION S-2.
2.) PLUGS PROVIDED FOR VISIBLE VENT HOLES. (HOT DIPPED GALV. ONLY)

* UPCHARGE APPLIES TO SUPPORT OPTION – CONSULT YOUR LOCAL REPRESENTATIVE.

DuMor, inc. P.O. Box 142 Mifflintown, PA 17059-0142	SCALE : NONE	TITLE : BIKE RACK		
	DATE DRAWN : 1/12/11			
	DRAWN BY : JSB	REV. B	DRAWING NUMBER 125-20	SHEET 1 OF 2
	DATE REV. : 2/28/12			
	REV. BY : JSB			

5

REGISTERED PROFESSIONAL ENGINEER
SCOTT M. OTTMAR
No. 80086
CIVIL
STATE OF CALIFORNIA

DATE	REVISIONS

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
440 HARCOURT AVE. CA. 93955 (831) 899-8825

SHEET TITLE: SITE FURNISHING DETAILS

PROJECT No.

SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☒ FINAL ☐ OTHER

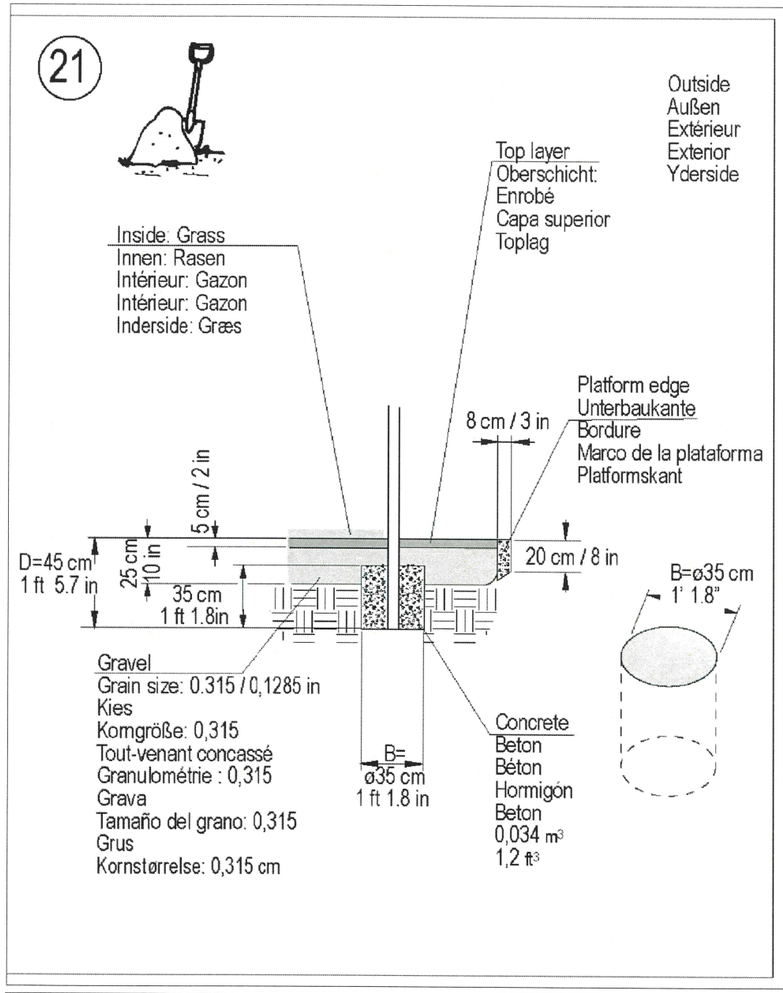
PROJECT TITLE: SONOMA AVENUE SPORTS COURT

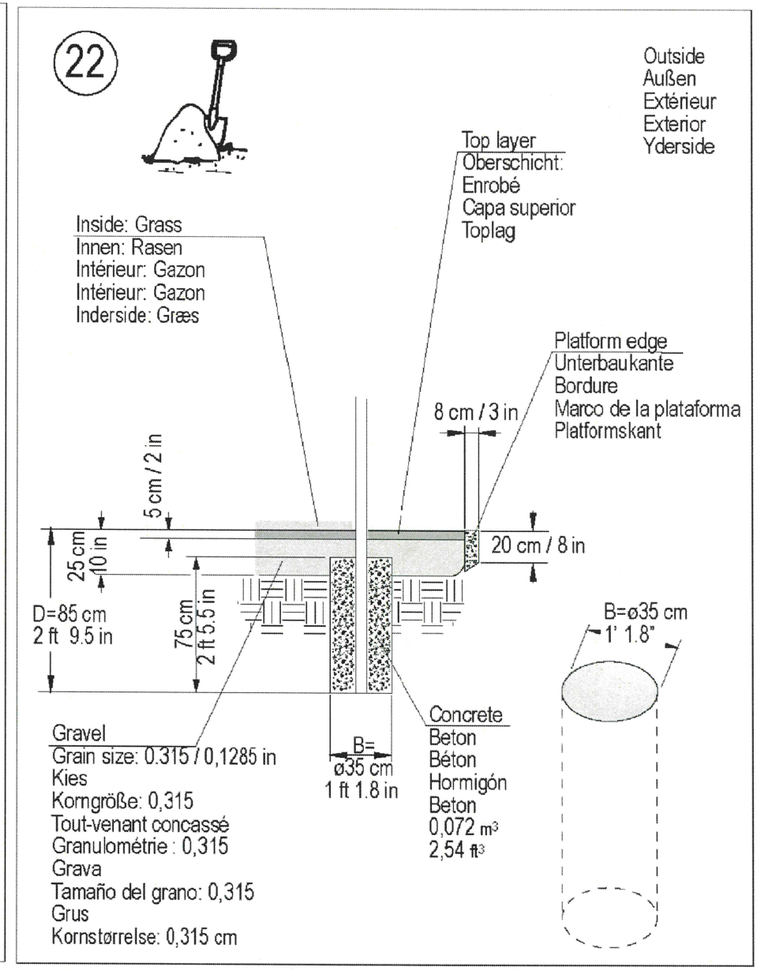
SHEET C2.0

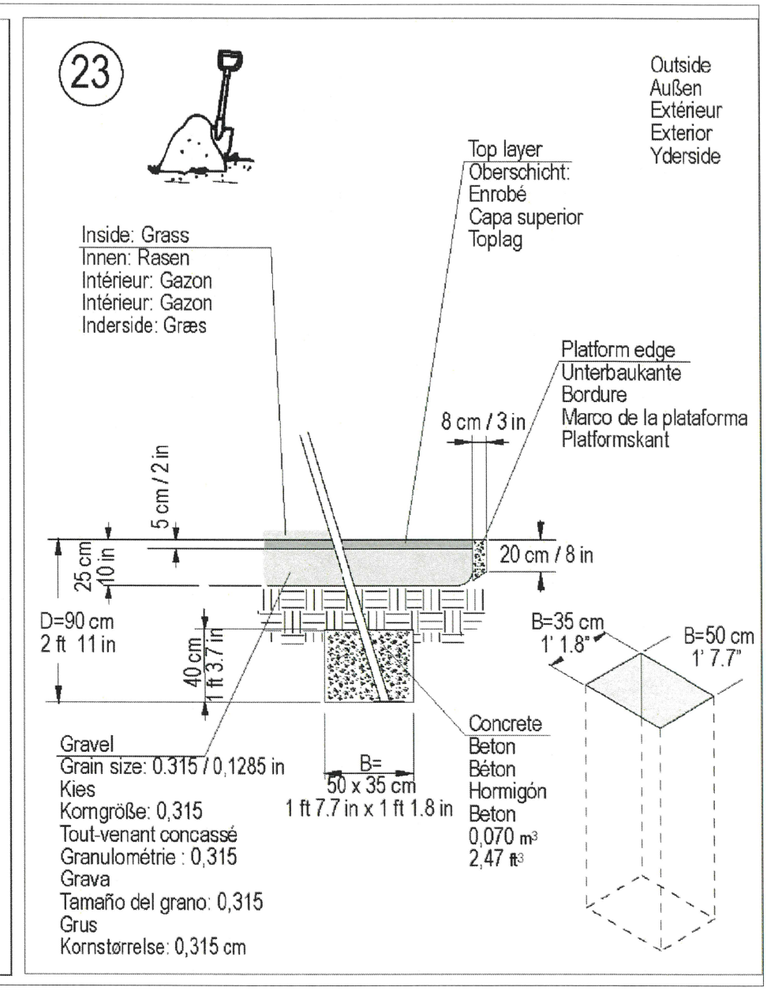
SCALE: AS SHOWN

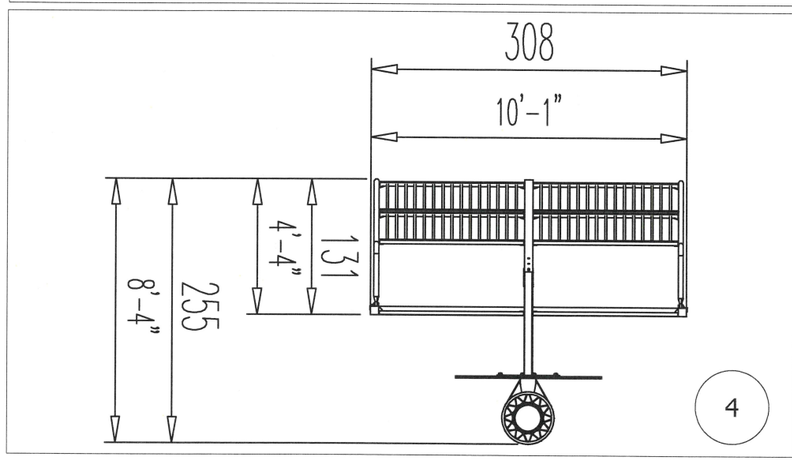
APPROVED BY: SCOTT OTTMAR, INTERIM CITY ENGINEER DATE 3/6/2020
CITY ENGINEER
EXPIRATION DATE: SEPTEMBER 30, 2020 R.C.E. No. C80086

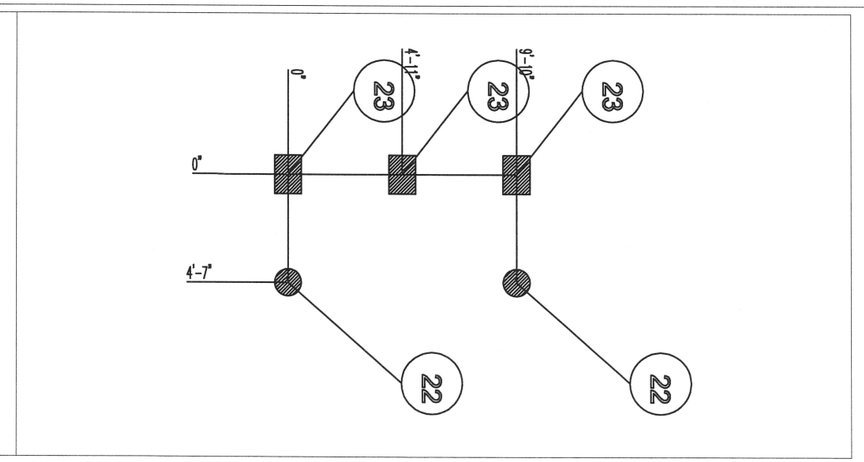
DRAWING FILE No.











Important! The concrete must be sufficiently hardened before the play item may be used.

REGISTERED PROFESSIONAL ENGINEER
SCOTT M. OTTMAR
No. 80086
CIVIL
STATE OF CALIFORNIA

DATE	REVISIONS

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
440 HARCOURT AVE. CA. 93955 (831) 899-6825

SHEET TITLE: SPORTS GOAL DETAILS
PROJECT No.

SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☒ FINAL ☐ OTHER

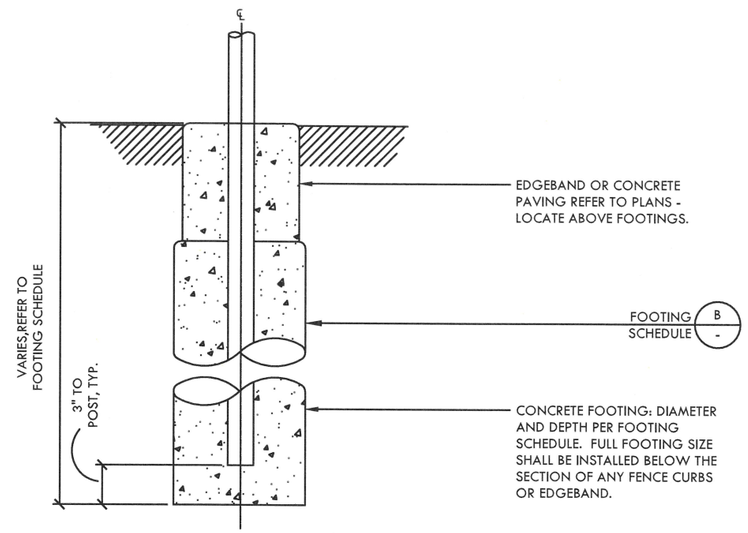
PROJECT TITLE: SONOMA AVENUE SPORTS COURT

SHEET C2.1

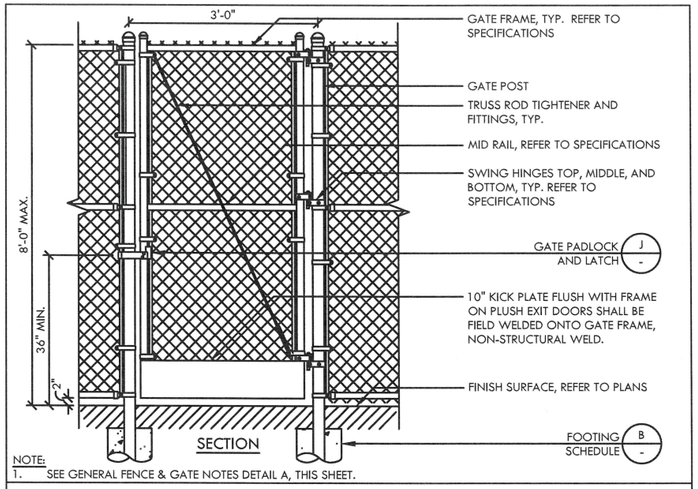
SCALE: AS SHOWN

APPROVED BY: SCOTT OTTMAR, INTERIM CITY ENGINEER DATE: 3/16/2020
CITY ENGINEER
EXPIRATION DATE: SEPTEMBER 30, 2020 R.C.E. No. C80086

DRAWING FILE No.



FENCE FOOTING NTS



NOTE:
1. SEE GENERAL FENCE & GATE NOTES DETAIL A, THIS SHEET.

8' TALL X 3' SWING GATE NTS

2

FENCE POSTS

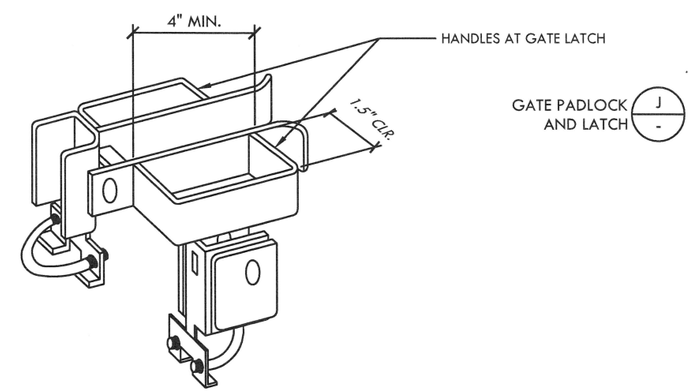
DESCRIPTION	FENCE HEIGHT (FT)	POST SPACING (FT)	FOOTING DIAMETER (INCHES)	FOOTING DEPTH (FT)	PIPE SIZE	MATERIAL
CHAIN LINK FENCE	8'-0"	10'-0"	18"	5'-0"	PIPE 1-1/2 STD	ASTM F1083

GATES

DESCRIPTION	GATE HEIGHT (FT)	GATE WIDTH (FT)	FOOTING DIAMETER (INCHES)	FOOTING DEPTH (FT)	PIPE SIZE	MATERIAL
CHAIN LINK SWING GATE	8'-0"	3'-0"	18"	5'-0"	PIPE 2-1/2" STD	ASTM F1083

NOTE:
1. POLE FOOTING SHALL BE CONSTRUCTED OF CONCRETE WITH MINIMUM 28 DAYS COMPRESSIVE STRENGTH OF 2,500 PSI.

FOOTING SCHEDULE B -



NOTES:
1. FULCRUM GATE LATCH AT HOOVER FENCE CO.
2. LATCH HANDLE MEASURED FROM INSIDE EDGE.
3. WELD HANDLE ON BOTH SIDES, MOUNT LEVER ON GATE.
4. ALL WELDS SHALL RECEIVE TWO COATS OF ZINC GALVANIZED PAINT.
5. CONTRACTOR TO REFER TO STRUCTURAL DRAWINGS FOR RECEIVING FENCE POST SIZES AND REFER TO SPECIFICATIONS FOR GATE FRAME SIZES. CONTRACTOR TO COORDINATE FABRICATION WITH MANUFACTURER FOR APPROPRIATE GATE LATCH SIZES.

GATE PADLOCK AND LATCH NTS

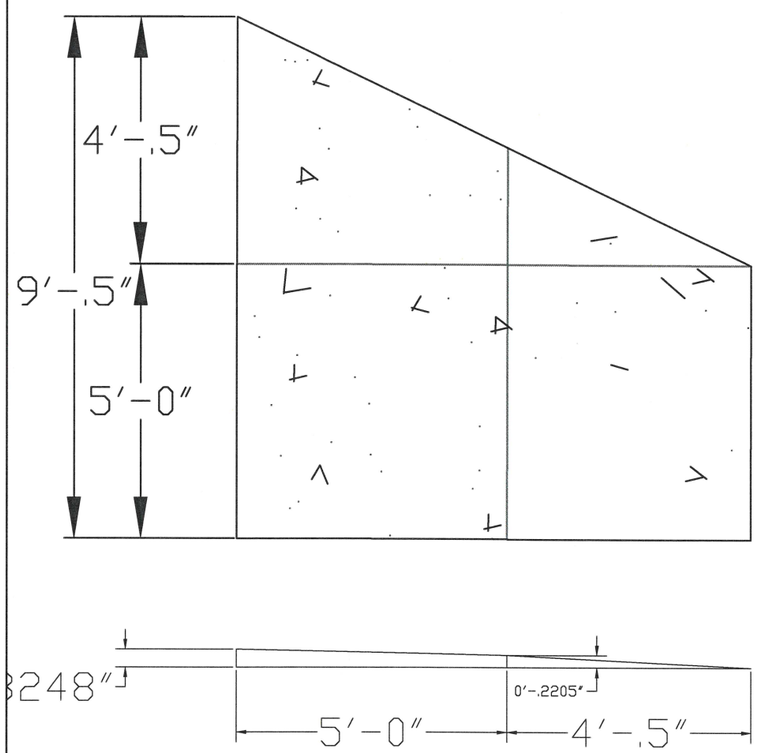
REGISTERED PROFESSIONAL ENGINEER SCOTT M. OTTMAR No. 80086 CIVIL STATE OF CALIFORNIA

DATE	REVISIONS

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
440 HARCOURT AVE. CA. 93955 (831) 899-6825

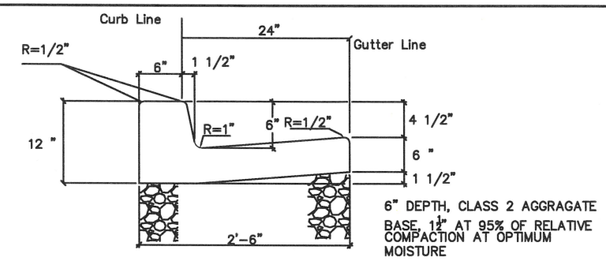
SHEET TITLE: GATE DETAILS
PROJECT No.
SHEET STATUS: ☐ PRELIMINARY ☐ SEMI-FINAL ☒ FINAL ☐ OTHER
PROJECT TITLE: SONOMA AVENUE SPORTS COURT
SHEET C2.2
SCALE: AS SHOWN
APPROVED BY: SCOTT OTTMAR, INTERIM CITY ENGINEER DATE: 3/10/2020
CITY ENGINEER
EXPIRATION DATE: SEPTEMBER 30, 2020 R.C.E. No. C80086
DRAWING FILE No.

1

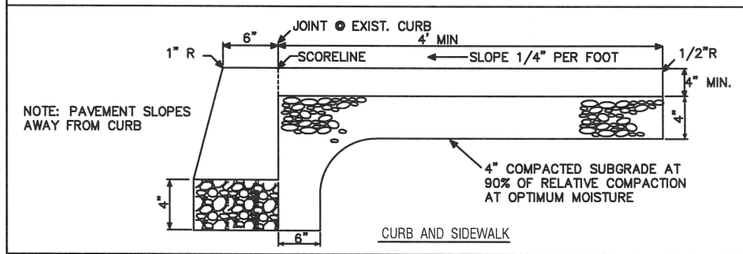


RAMP CROSS SECTION

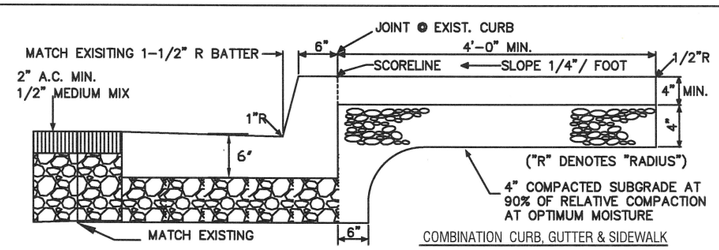
CROSS SLOPE SHALL NOT EXCEED 2%, LONGITUDIN
SLOPE SHALL NOT EXCEED 5%.



COMBINATION GUTTER AND CURB



CURB AND SIDEWALK



COMBINATION CURB, GUTTER & SIDEWALK

NOTES:

1. ALL WORK AND MATERIAL SHALL CONFORM TO CITY OF SEASIDE STANDARD SPECIFICATIONS FOR PUBLIC IMPROVMENTS.
2. CONCRETE SHALL MEET 3,000 PSI IN 28-DAY REQUIREMENT
3. CONCRETE SHALL BE CLASS 3, OR BETTER, PER SECTION 90-10, STANDARD SPECIFICATIONS CALIFORNIA DEPARTMENT OF TRANSPORTATION
4. WORK SHALL BE IN ACCORDANCE WITH SECTION 73, CONCRETE CURBS AND SIDEWALKS, STANDARD SPECIFICATIONS, CALIFORNIA DEPARTMENT OF TRANSPORTATION
5. CLASS 2 AGGRAGATE BASE, 1 1/2 DIAMETER 6" DEPTH. RELATIVE COMPACTION AT 95%
6. ALL CONCRETE SURFACES WHICH HAVE BEEN MARKED OR DEFACED WILL NOT BE ACCEPTED.
7. SURFACES SHALL BE BROOM FINISHED. BROOM SURFACE TRANSVERSELY TO LINE OF TRAFFIC. ADD WATER TO SURFACE AS NEEDED
8. EXPANSION JOINT/ SCORELINE- SEE DETAIL S-104.
9. CURB, GUTTER, SIDEWALK AND DRIVEWAY REMOVAL SHALL BE AT SCORE LINES. LIMITS OF REMOVAL DETERMINED BY CITY INSPECTOR

CITY OF SEASIDE CALIFORNIA

PUBLIC WORKS DEPARTMENT

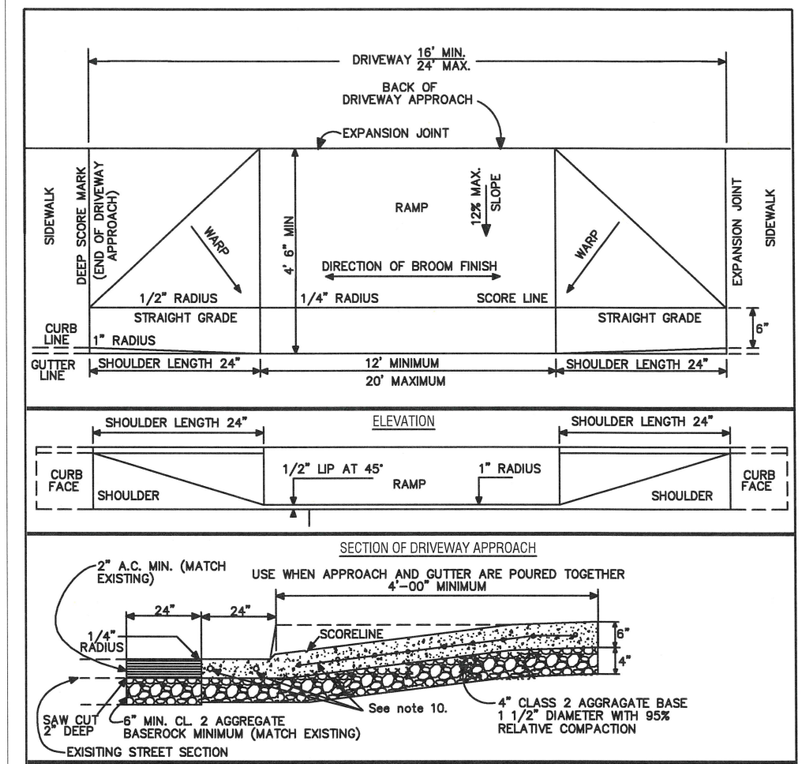
Drawing File No. S-101

APPROVED: _____

TIMOTHY P. O'HALLORAN, CITY ENGINEER - RCE NO. 49501

STANDARD DRAWING FOR
NEW CURB, GUTTER & SIDEWALK

CITY COUNCIL RESOLUTION NO:



NOTES:

1. UNLESS OTHERWISE SPECIFIED, DRIVEWAY APPROACH SHALL ADHERE TO REQUIREMENTS OF SECTION 73 OF THE STANDARD SPECIFICATIONS, CALIFORNIA DEPARTMENT OF TRANSPORTATION.
2. SCORE LINES SHALL CORRESPOND TO SCORELINES OF ADJACENT SIDEWALK WHEN PRACTICAL. SEE S-104.
3. ALL CONCRETE SURFACE WHICH HAVE BEEN MARKED OR DEFACED WILL NOT BE ACCEPTED.
4. DRIVEWAY APPROACH SHALL BE GIVEN MEDIUM BROOM FINISH END TO END.
5. CONCRETE SHALL BE 3,000 psi COMPRESSIVE STRENGTH IN 28-DAYS (MINIMUM) OR MEET REQUIREMENTS OF SECTION 90-10 OF THE STANDARD SPECIFICATIONS, CALIFORNIA DEPARTMENT OF TRANSPORTATION, WHICHEVER IS MORE STRINGENT.
6. BASEROCK TO BE CLASS 2, 1½" DIAMETER, COMPACTED TO 95% RELATIVE COMPACTION AT OPTIMUM MOISTURE CONTENT.
7. NATIVE SUBGRADE TO BE COMPACTED TO 90% RELATIVE COMPACTION AT OPTIMUM MOISTURE CONTENT.
8. USE ¼" RADIUS JOINTER FOR ALL SCORE LINES WHICH SHALL BE STRAIGHT, TURE TO ALIGNMENT AND DEPTH.
9. EXPANSION JOINTS SHALL BE FILLED WITH ½ INCH THICK PREMOLDED JOINT FILLER. UNLESS OTHERWISE SPECIFIED BY CITY INSPECTOR, JOINT FILLER SHALL CONFORM TO ASTM DESIGNATION D 1751.
10. COMMERCIAL DRIVEWAY SHALL INCLUDE 2 NO. 4 BARS INSTALLED THE WIDTH OF THE DRIVEWAY GUTTER AND 6"X6" NO. 10 EWM THROUGHOUT THE DRIVEWAY APPROACH.

CITY OF SEASIDE CALIFORNIA

PUBLIC WORKS DEPARTMENT

Drawing File No. S-201

APPROVED: _____

TIMOTHY P. O'HALLORAN, CITY ENGINEER - RCE NO. 49501

STANDARD DRAWING FOR
STANDARD DRIVEWAY APPROACH

CITY COUNCIL RESOLUTION NO:

REGISTERED PROFESSIONAL ENGINEER
SCOTT M. OTTMAR
No. 80086
CIVIL
STATE OF CALIFORNIA

DATE	REVISIONS

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
440 HARCOURT AVE. CA. 93955 (831) 899-6825

SHEET TITLE: CITY DETAILS

PROJECT No.

SHEET STATUS: ☐ PRELIMINARY ☐ 90%-FINAL ☒ FINAL ☐ OTHER

PROJECT TITLE: SONOMA AVENUE SPORTS COURT

SHEET C2.3

SCALE: AS SHOWN

APPROVED BY: SCOTT OTTMAR, INTERIM CITY ENGINEER DATE 3/6/2020
CITY ENGINEER
EXPIRATION DATE: SEPTEMBER 30, 2020 R.C.E. No. C80086

DRAWING FILE No.

CITY OF SEASIDE
STAFF REPORT

Item No.: 7.E.

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

FROM: Craig Malin, City Manager

BY: Rick Medina, Senior Planner

DATE: June 18, 2020

SUBJECT: **ADOPT RESOLUTION AUTHORIZATION FOR THE USE OF PARCELS IN THE LAGUNA GRANDE PARKING LOT OWNED BY THE SEASIDE PARKING AUTHORITY AND THE SUCCESSOR AGENCY OF THE SEASIDE REDEVELOPMENT AGENCY FOR THE RETAIL SALES OF SAFE AND SANE FIREWORKS.**

PURPOSE & RECOMMENDATION

Adopt resolution to grant authorization to the "Village Project" and Carpenters House Church to conduct the sale of fireworks on parcels that are owned by the Successor Agency and the Parking Authority between June 28, 2020 and July 5, 2020.

BACKGROUND

Each year, community non-profit groups request that the City of Seaside authorize the use of vacant City owned or former Redevelopment Agency owned properties for the placement of their fireworks stands. In advance of the 2018 Fireworks Sales Event that will occur between June 28, 2018 and July 5, 2018, the City of Seaside has received a request from the Seaside Kiwanis Club, the Village Project, the Carpenter's House Church, and NAACP for the use of parcels that are owned by the Parking Authority and/or are under the control of the Successor Agency to the Redevelopment Agency. Site maps and Site photographs are provided as Attachment 1.

Per the State Fire Marshall, a firework stand must be located a minimum of 40 feet from an existing building. City staff has verified that the size of each site and the location of the structures surrounding each site would accommodate the placement of

two fireworks booths in compliance with the State Marshall requirements. Staff recommends approval of each request in accordance with the Use Agreement provided as Attachment 2. The use agreement includes terms and conditions that address the following items:

- Insurance requirements
- Indemnification of the Redevelopment Agency and City of Seaside
- Conditions of Approval
- Utilities
- Responsibility for Premises during event
- Compliance with Laws during event
- Restrictions on Subletting
- Termination for default on the terms of the agreement
- Legal Action

The approval of the use agreement is only for the authorization to use Parking Authority and "Successor Agency" property to conduct fireworks sales under a valid fireworks permit issued by the Seaside Fire Department and does not constitute approval of a valid fireworks permit that would be issued by the State Fire Marshall and administered by the Seaside Fire Department. The use agreement shall become null and void if an organization fails to provide the required information necessary to receive a valid fireworks permit.

FISCAL IMPACT

There will be no fiscal impact.

ATTACHMENTS

1. Attachment 1 - Location Map/Site Photographs
2. Attachment 2 - Use Agreement

Reviewed for Submission to the
City Council by:

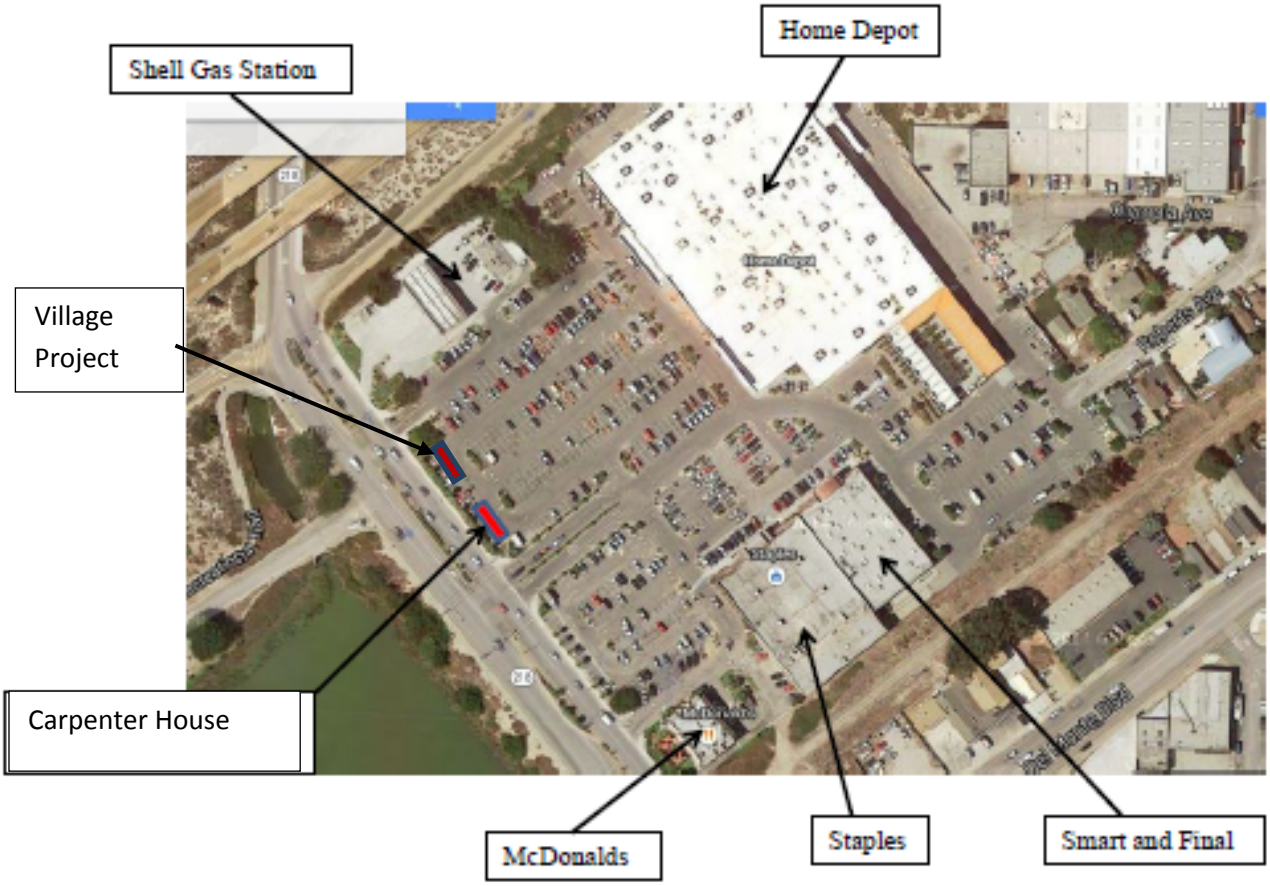
_____

Craig Malin, City Manager

ATTACHMENT 1

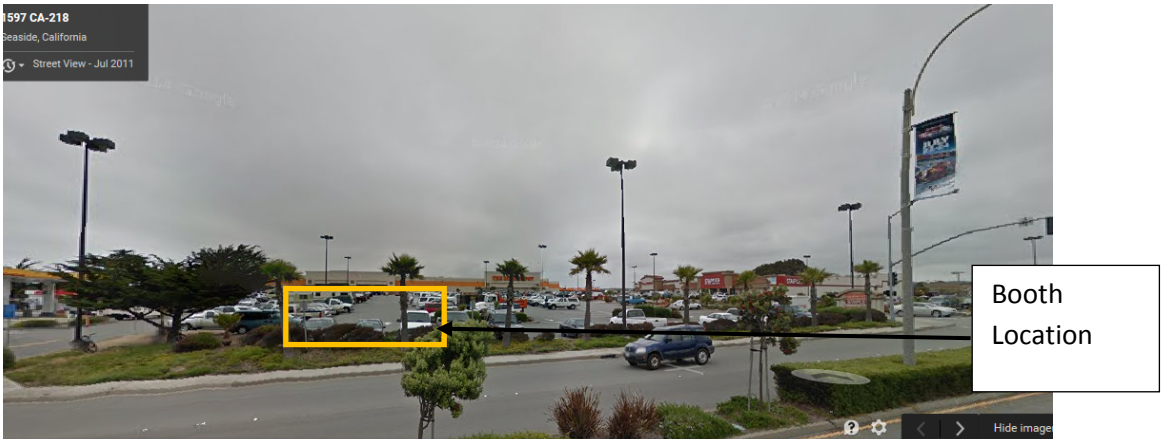
LOCATION MAP

Project Location: In front of 1590 Canyon del Rey Blvd.



Site Photographs

Carpenters House Church on east side of parking lot in front of Home Depot



Village Project on west side of Parking lot in front of Home Depot

ATTACHMENT 2
Firework Sales Use Agreements

FIREWORKS SALES USE AGREEMENT
The Village Project

Firework Sales Use Agreement

THIS AGREEMENT made and executed this 18th day of June, 2020, by and between the City of Seaside and the "Seaside Parking Authority" herein after referred to as "Owner" and "The Village Project" hereinafter referred to as "Tenant", provides as follows:

1. PREMISES

The Owner authorizes the Tenant to use the land known as Assessor's Parcel Number 011-501-020 shown on the attached site plan and located within the vacant lot in front of Home Depot (1590 Canyon del Rey Blvd.).

2. TERM OF AGREEMENT

The parties hereto agree that the Tenant shall have exclusive use of the designated parking stalls herein described on the site plan from June 28, 2020 thru July 5, 2020.

3. INSURANCE

The Tenant shall procure and maintain, at its own cost and expense, an insurance policy acceptable to the "Successor Agency", naming the City of Seaside and the "Successor Agency" as also insured there under, in the minimum amount of two million dollars ($2,000,000.00) per occurrence and four million dollars ($4,000,000.00) as an aggregate, which would insure the Tenant and the City of Seaside and "Successor Agency" against any and all liabilities arising from the use of the premises as set forth in this Agreement. The Tenant shall provide the City of Seaside with a certificate of insurance reflecting the terms of this Paragraph. The Tenant shall maintain said insurance in full force and effect throughout the entire term of this Agreement.

4. INDEMNITY

The Tenant shall conduct its activities upon the premises so as not to endanger any person lawfully thereon, and shall indemnify, save and hold harmless the City of Seaside and the "Successor Agency", and all of its officers, agents, and employees from any and all claim for losses, injuries, damages and liabilities to persons or property occasioned wholly or in part by the acts of omissions of the Tenant, its officers, agents, employees, guests, patrons or any other person or persons admitted to said premises by the Tenant while said premises are under the use and control of the Tenant. The Tenant hereby assumes full responsibility for the character, acts and conduct of all persons admitted to

the premises by consent, express or implied, of the Tenant, its officers, agents, employees or patrons.

5. CONDITIONS OF USE FOR THE PROJECT SITE

Use of said premises is subject to the following terms and conditions;

1. The Firework sales shall be set-up and occur in a manner consistent with the site plan approved by the Seaside Fire Department.

2. All temporary signs, banners, fencing and other materials used in connection with the Firework sales shall be removed immediately after the closing of the firework sales lot on July 5, 2020.

3. All main travel lanes to the site must be clear at all times to allow through traffic from the public right-of-way to the Fireworks Booth.

4. The subject property shall be kept clear of all litter and firework materials throughout the event. The subject property shall be thoroughly cleared of litter at the end of the event.

5. In the event the site is not cleared of litter and debris on a daily basis, the Public Works staff will notify the applicant of noncompliance and undertake this task with the applicant being billed for the cleaning services.

6. Prior to beginning Firework sales, the applicant must schedule a final inspection with the Fire Marshall and receive clearance from the Fire Marshall to conduct fireworks sales.

7. Prior to installation of any temporary lights, applicant must contact the Building Official to determine if an Electrical Permit would be required.

8. The right to use Parking Authority/City property may be revoked by the City of Seaside and/or the Seaside Redevelopment Agency at any time for violation of any of the terms or conditions of this permit by the Tenant, its agents, or representatives.

9. For purposes of compliance, the Tenant, its agents or representatives agree not to deny or impede access to the subject property by City of Seaside or "Successor Agency" employees in the performance of their duties.

10. No sale of fireworks shall occur until the tenant or fireworks provider has provided proof of the insurance policy and the indemnification as required.

11. If the property is sold by the Owner prior to the commencement of the Firework Sales or during the sales of fireworks, the tenant would be required to obtain the approval of the new property owner in order to continue with the sale of fireworks during the approved timeframe for the sale of fireworks as set forth by the State Fire Marshall.

12. The use agreement for the sales of fireworks shall become null and void if a fireworks permit is not issued by the Seaside Fire Department.

6. UTILITIES

The Tenant shall be solely responsible for all utilities furnished to said premises.

7. RESPONSIBILITY FOR PREMISES

The Tenant shall quit and surrender the premises following termination of use under this Agreement in as good a state and condition as they were at the commencement of such use, reasonable wear and tear thereof and damages by the elements accepted. The Tenant also agrees that if said premises are damaged during the terms of this Agreement, by the act, default, or negligence of the Tenant, its officers, agents, employees, guests, patrons, or any person or persons permitted onto said premises by the Tenant, the Tenant shall pay to the City of Seaside upon demand such sum as shall be necessary to restore said premises to the condition they were in at the commencement of use pursuant to this Agreement.

8. COMPLIANCE WITH LAWS

The Tenant shall comply with all laws, statutes, ordinances, rules or regulations of the United States, the State of California, the City of Seaside and any department or agency thereof, including such regulations now in force or to be established pertaining to the use of the premises in accordance with a Fireworks Permit issued by the Seaside Fire Department.

9. SUBLETTING, ASSIGNMENT

The Tenant shall not sublease the whole or any part of the premises, not assign, and hypothecate any or all of its rights hereunder.

10. TERMINATION

The Owner and the Tenant specifically agree that any default by the Tenant shall be an immediate breach of the use agreement and the Agency shall have an immediate right to terminate this Agreement upon twenty-four (24) hours written notice to the Tenant.

11. LEGAL ACTION

Should either party to this Agreement bring legal action against the other, the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fees which shall be fixed by the judge hearing the case and such fee shall be included in the judgment, together with all costs.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Tenant and the Owner. No term, provision or condition of this Agreement may be altered or amended, nor may any term, provision or condition be added to this Agreement, except by a written amendment be executed by both the Tenant and Owner.

IN WITNESS WHEREOF, this agreement is executed by the parties hereto on the day and year first above written.

PARKING AUTHORITY	Tenant (Non-Profit Group)
_____	The Village Project
Craig Malin, EXECUTIVE DIRECTOR	(Name of Organization)
	_____
	Print Name/Title
	_____
	Signature

FIREWORKS SALES USE AGREEMENT
The Carpenter's House Church

Firework Sales Use Agreement

THIS AGREEMENT made and executed this 18th day of June, 2020, by and between the City of Seaside" and "Seaside Parking Authority" herein referred to as "Owner" and The Carpenter's House Church hereinafter referred to as "Tenant", provides as follows:

1. PREMISES

The Owner authorizes the Tenant to use the land known as Assessor's Parcel Number 011-501-020 shown on the attached site plan and located within the vacant lot in front of Home Depot (1590 Canyon del Rey Blvd.).

2. TERM OF AGREEMENT

The parties hereto agree that the Tenant shall have exclusive use of the designated parking stalls herein described on the site plan from June 28, 2020 thru July 5, 2020.

3. INSURANCE

The Tenant shall procure and maintain, at its own cost and expense, an insurance policy acceptable to the "Successor Agency", naming the City of Seaside and the "Successor Agency" as also insured there under, in the minimum amount of two million dollars ($2,000,000.00) per occurrence and four million dollars ($4,000,000.00) as an aggregate, which would insure the Tenant and the City of Seaside and "Successor Agency" against any and all liabilities arising from the use of the premises as set forth in this Agreement. The Tenant shall provide the City of Seaside with a certificate of insurance reflecting the terms of this Paragraph. The Tenant shall maintain said insurance in full force and effect throughout the entire term of this Agreement.

4. INDEMNITY

The Tenant shall conduct its activities upon the premises so as not to endanger any person lawfully thereon, and shall indemnify, save and hold harmless the Owner, and all of its officers, agents, and employees from any and all claim for losses, injuries, damages and liabilities to persons or property occasioned wholly or in part by the acts of omissions of the Tenant, its officers, agents, employees, guests, patrons or any other person or persons admitted to said premises by the Tenant while said premises are under the use and control of the Tenant. The Tenant hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the premises by consent, express or implied, of the Tenant, its officers, agents, employees or patrons.

5. CONDITIONS OF USE FOR THE PROJECT SITE

Use of said premises is subject to the following terms and conditions;

1. The Firework sales shall be set-up and occur in a manner consistent with the site plan approved by the Seaside Fire Department.

2. All temporary signs, banners, fencing and other materials used in connection with the Firework sales shall be removed immediately after the closing of the firework sales lot on July 5, 2020.

3. All main travel lanes to the site must be clear at all times to allow through traffic from the public right-of-way to the Fireworks Booth.

4. The subject property shall be kept clear of all litter and firework materials throughout the event. The subject property shall be thoroughly cleared of litter at the end of the event.

5. In the event the site is not cleared of litter and debris on a daily basis, the Public Works staff will notify the applicant of noncompliance and undertake this task with the applicant being billed for the cleaning services.

6. Prior to beginning Firework sales, the applicant must schedule a final inspection with the Fire Marshall and receive clearance from the Fire Marshall to conduct fireworks sales.

7. Prior to installation of any temporary lights, applicant must contact the Building Official to determine if an Electrical Permit would be required.

8. The right to use Parking Authority/City property may be revoked by the City of Seaside at any time for violation of any of the terms or conditions of this permit by the Tenant, its agents, or representatives.

9. For purposes of compliance, the Tenant, its agents or representatives agree not to deny or impede access to the subject property by City of Seaside employees in the performance of their duties.

10. No sale of fireworks shall occur until the tenant or fireworks provider has provided proof of the insurance policy and the indemnification as required.

11. If the property is sold by the Owner prior to the commencement of the Firework Sales or during the sales of fireworks, the tenant would be required to obtain the approval of the new property owner in order to continue with the sale of fireworks during the approved timeframe for the sale of fireworks as set forth by the State Fire Marshall.

12. The use agreement for the sales of fireworks shall become null and void if a fireworks permit is not issued by the Seaside Fire Department.

6. UTILITIES

The Tenant shall be solely responsible for all utilities furnished to said premises.

7. RESPONSIBILITY FOR PREMISES

The Tenant shall quit and surrender the premises following termination of use under this Agreement in as good a state and condition as they were at the commencement of such use, reasonable wear and tear thereof and damages by the elements accepted. The Tenant also agrees that if said premises are damaged during the terms of this Agreement, by the act, default, or negligence of the Tenant, its officers, agents, employees, guests, patrons, or any person or persons permitted onto said premises by the Tenant, the Tenant shall pay to the City of Seaside upon demand such sum as shall be necessary to restore said premises to the condition they were in at the commencement of use pursuant to this Agreement.

8. COMPLIANCE WITH LAWS

The Tenant shall comply with all laws, statutes, ordinances, rules or regulations of the United States, the State of California, the City of Seaside and any department or agency thereof, including such regulations now in force or to be established pertaining to the use of the premises in accordance with a Fireworks Permit issued by the Seaside Fire Department.

9. SUBLETTING, ASSIGNMENT

The Tenant shall not sublease the whole or any part of the premises, not assign, and hypothecate any or all of its rights hereunder.

10. TERMINATION

The Owner and the Tenant specifically agree that any default by the Tenant shall be an immediate breach of the use agreement and the Agency shall have an immediate right to terminate this Agreement upon twenty-four (24) hours written notice to the Tenant.

11. LEGAL ACTION

Should either party to this Agreement bring legal action against the other, the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fees which shall be fixed by the judge hearing the case and such fee shall be included in the judgment, together with all costs.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Tenant and the Owner. No term, provision or condition of this Agreement may be altered or amended, nor may any

term, provision or condition be added to this Agreement, except by a written amendment be executed by both the Tenant and Owner.

IN WITNESS WHEREOF, this agreement is executed by the parties hereto on the day and year first above written.

Parking Authority	Tenant (Non-Profit Group)
_____	The Carpenter's House Church
Craig Malin, Executive Director	(Name of Organization)
	_____
	Print Name/Title
	_____
	Signature

CITY OF SEASIDE
STAFF REPORT

Item No.: 7.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Brian Dempsey, Fire Chief

DATE: June 18, 2020

SUBJECT: **ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A NEW AGREEMENT AMONG MONTEREY COUNTY PUBLIC AGENCIES FOR THE COUNTY OF MONTEREY TO PROVIDE 9-1-1 EMERGENCY COMMUNICATIONS AND DISPATCH SERVICES.**

PURPOSE & RECOMMENDATION

It is recommended that the City Council authorize the City Manager to enter into a new agreement among Monterey County public agencies for the County of Monterey to provide 9-1-1 emergency communications and dispatch services.

BACKGROUND

The current 9-1-1 Dispatch Services Agreement was executed in 2001. It is the contract between the County and the user agencies which provides the governance and financing terms of the dispatch and call taking services provided by the Monterey County Emergency Communications Department.

A new 9-1-1 Services Agreement has been created in collaboration with the Department's Operations and Executive Boards to update and clarify the governance structures and to reflect necessary updates to the nearly 20-year old agreement. As in the prior agreement, the County will provide answering services for 9-1-1 emergency calls as well as for calls to the non-emergency lines. The County will then be responsible for dispatching appropriate fire, police, and emergency medical personnel.

The cost allocation formula used to proportion costs among the participating agencies will remain the same and the City will not experience increased costs due to the proposed agreement. The initial term of the agreement is three years plus the remainder of the fiscal year in which the agreement is executed. The agreement will automatically renew for successive two year periods. If a party wishes to withdraw from the agreement, it must provide all other parties with two years' notice.
The new agreement was approved by the County Emergency Communications Department's Executive Board, the Emergency Communications Policy Advisory Council and, on May 12, 2020, it was approved by the County Board of Supervisors. The County has requested that the proposed agreement be fully executed prior to July 1, 2020, to coincide with the beginning of the new fiscal year. Staff recommends that City Council authorize the City Manager to enter into the new agreement on behalf of the City of Seaside for continued County Emergency Communications Dispatch Services.

FISCAL IMPACT

The cost allocation formula that determines the City's annual cost for public safety dispatch services will not change. It will be the same basis upon which the City has been billed since execution of the current 9-1-1 Dispatch Services Agreement in 2001.

ATTACHMENTS

1. Resolution
2. 911 Services Agreement

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE CITY MANAGER TO ENTER INTO A NEW AGREEMENT AMONG MONTEREY COUNTY PUBLIC AGENCIES FOR THE COUNTY OF MONTEREY TO PROVIDE 9-1-1 EMERGENCY COMMUNICATIONS AND DISPATCH SERVICES.

WHEREAS, the City wishes to continue participating in a county-wide public safety communications and emergency dispatch system; and,

WHEREAS, the City wishes to contract with Monterey County for all necessary communications and dispatch services for police, fire, and other City emergency services; and,

WHEREAS, Monterey County, through its Emergency Communications Department, is willing and able to furnish such services through a mutually agreeable cost sharing plan; and,

WHEREAS, Monterey County has been providing such services under the existing agreement since 2001 and is now proposing a new agreement to clarify governance structures and reflect other necessary updates, which were approved by the Monterey County Board of Supervisors on May 12, 2020; and,

WHEREAS, the current cost allocation formula for emergency communications and dispatch services established in the 2001 agreement will remain the same in the new agreement; and,

WHEREAS, the initial term of the agreement is for three years plus the remainder of the fiscal year in which the agreement is executed. The agreement will automatically renew for successive two year periods. If a party wishes to withdraw from the agreement, it must provide all other parties with two years' notice.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Seaside hereby authorizes the City Manager to enter into a new agreement with the County of Monterey to provide 9-1-1 emergency communications and dispatch services.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 18th day of June 2020, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Ian N. Oglesby, Mayor

ATTEST:

_____
Lesley Milton, City Clerk

AGREEMENT
FOR 9-1-1 EMERGENCY COMMUNICATIONS SERVICES AND GOVERNANCE

This agreement is made and entered into as of the date of last signature, by and between the County of Monterey, a political subdivision of the State of California ("County") and the Cities, Fire Districts, and other organizations listed below (County and these entities are, collectively, the "Parties"):

	Fire	Police
City of Carmel-by-the-Sea	X	
City of Del Rey Oaks		X
City of Gonzales	X	X
City of Greenfield	X	X
City of King	X	X
City of Marina	X	X
City of Monterey	X	X
City of Pacific Grove	X	X
City of Salinas	X	X
City of Sand City		X
City of Seaside	X	X
City of Soledad	X	X
Monterey County Regional Fire Protection District	X	
North County Fire Protection District of Monterey County	X	
Big Sur Fire Brigade	X	
Miscellaneous Agencies		
California State University, Monterey Bay		X
Monterey Peninsula Airport District	X	X
Correctional Training/ Salinas Valley State Prison	X	X

For Review Only

RECITALS

WHEREAS, the Parties desire to participate in a countywide public safety communications and emergency 9-1-1 dispatch system, hereinafter "System," consisting of all necessary 9-1-1 call taking, logging, dispatching, communications, and other related services and technology for law enforcement, fire, emergency medical, and other services;

WHEREAS, the Parties desire to collaborate as partners to better serve the public with the understanding that a formal structure will enable the County to work with representatives of the Parties and users of the System to achieve clear policy direction and consistent coordination regarding emergency dispatch services;

WHEREAS, the County, through its Department of Emergency Communications and under the governance of the Board of Supervisors, is willing and able to furnish such services through a mutually agreeable cost sharing plan;

WHEREAS, the Parties agree that there will be mutually owned and/or licensed equipment and resources such as, but not limited to: facilities for housing staff or equipment; radio communications sites, radio consoles, frequencies, radio equipment, telephone system(s), a computer aided dispatch system and other shared infrastructure that exists today and may be installed in the future;

WHEREAS, the Parties desire to work in partnership to provide direction and decision-making on items such as operations, budget, strategy, and vision as they pertain to the County's provision of emergency call taking, non-emergency call taking, fire, law enforcement and medical dispatching, and associated emergency communications services; and

WHEREAS, the County has previously provided these services pursuant to a written agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. DEFINITIONS

A Assets: Real estate, structures, equipment, and intellectual property dedicated to, used by, or generated for use in the 9-1-1 communications system and associated emergency services. "County Assets" include property purchased or otherwise acquired by the County, without financial contributions from other member Agencies. "System Assets" include property purchased or otherwise acquired by the Parties in common. Those Parties that did not contribute to the purchase, acquisition, or generation of an asset do not hold ownership rights in that asset.

For Review Only

B County: The County has several roles as administrator of the system, provider of services, and as a recipient of services. A "County Service Department" refers to a department of the County that directly bills Emergency Communications for services.

C County Board of Supervisors: The Board of Supervisors for Monterey County, pursuant to Government Code section 25000, is the governing body for Monterey County. It has final authority regarding all aspects of the 9-1-1 system, including budget, for delivery of emergency communications services.

D COWCAP: County-wide Cost Allocation Plan. The COWCAP is the mechanism used by the County to bill overhead charges to County departments.

E Director: The Director of the Monterey County Emergency Communications Department, a County employee, as further described herein.

F Emergency Communications Department (ECD): A County department that provides emergency communications services.

G Emergency Medical Service (EMS) Agency. An agency within the County Health Department works with partners to provide medical care to pre-hospital emergency patients by maintaining an EMS system, paramedic/ambulance franchise.

H Executive Board: The Executive Board is comprised of certain executives of the Parties and represents the Parties as specified in this agreement.

I Fiscal Year: A "Fiscal Year" is defined as the Fiscal Year for the County of Monterey from July 1 of each year to June 30 of the following year.

J Emergency Communications Boards: The Emergency Communications Boards are the Executive Board and the Operations Board whose responsibilities are specified in this agreement.

K Information Technology Department (ITD): A County department that provides infrastructure, operations, and maintenance services for the County's emergency communications systems.

L Operations Board: The Operations Board is comprised of certain Chiefs of the law enforcement and fire protection agencies that are Users, as defined below, directly receiving services as specified in this agreement.

M Parties: The County and the Cities, Fire Districts, and other organizations that are signatory to this agreement.

For Review Only

N User: any entity directly receiving emergency communications services from the County through ECD, including County Departments, such as but not limited to, the Monterey County Sheriff and the Emergency Medical Services vendor utilized by Monterey County, and including the public safety departments and sub-entities of the Parties to this agreement. The Parties understand and agree that each Party may have one or more Users of ECD services pursuant to this agreement.

O Miscellaneous Agencies: Agencies such as Municipal, State and Federal entities that that contract for services with the County of Monterey for Emergency Communications, e.g. State College and Correctional Facilities.

2. <u>DIRECTOR OF EMERGENCY COMMUNICATIONS</u>

A The Director of the Emergency Communications Department is a County of Monterey department head position.

B The duties of the Director of the Emergency Communications Department (the Director) are to plan, organize, coordinate, administer, and direct all activities of the Emergency Communications Department.

C The Director shall be selected by the County Administrative Officer (CAO).

1. In the selection of the Director, the CAO shall seek concurrence from the Executive Board, but the CAO shall retain authority to select, hire, evaluate, discipline and release the Director.
2. In reviewing the performance of the Director, the CAO shall consult with the Executive Board, and shall receive a written statement from the Executive Board regarding the Director's performance in meeting the standard herein, which will become part of the overall review, but all personnel evaluation decisions regarding the Director shall be the sole purview of the CAO.

D The Director will consult with the Emergency Communications Boards (EC Boards) in matters related to ECD operational priorities, financial and budgetary requirements, policies and problem solving. ECD operational decisions shall be the sole purview of the County, acting through the Director.

E The Director, at the request of the Executive Board, will seek accreditation from an appropriate accreditation group.

3. EMERGENCY COMMUNICATIONS BOARDS

A The Parties agree to the formation of the Emergency Communications Boards to consult and advise on the emergency communications and dispatch services provided by the Monterey County Emergency Communications Department. Responsibilities of the EC Boards are defined herein. For those items where the EC Boards do not have direct responsibility, such as, but not limited to, labor relations, the County shall coordinate and collaborate in good faith with the Parties through the EC Boards. The governance structure established by any other agreement affecting the delivery of 911 emergency communications, dispatch services and radio communications system (commonly referred to as "NGEN") is revoked to the extent that it conflicts with the governance structure established by this agreement.

For Review Only

B The EC Boards shall work in conjunction with the Director in developing a strategic plan for the delivery of emergency communications services.

4. EXECUTIVE BOARD

A Voting members: Comprised of four City Managers---one city manager representing Salinas, one city manager representing the South County Cities of Gonzales, Greenfield, Soledad, and King City, one city manager representing the North Peninsula Cities of Marina, Seaside, and Sand City, and one city manager representing the South Peninsula Cities of Carmel-by-the Sea, Monterey, Del Rey Oaks, and Pacific Grove; plus one representative of the Fire Districts, one representative of the Monterey County Sheriff, and the County Administrative Officer, for a total of seven (7) voting Executive Board members. No designees will be allowed for these positions.

B The three City Managers representing the South County Cities, North Peninsula Cities, and the South Peninsula Cities, and the Fire District representative will be selected by members of the Monterey Bay Area Manager's Group.

C Each Voting Member will have one equally weighted vote. Voting Members must be Present for their vote to count. To be considered Present a Voting Member must attend in person or through Ralph M. Brown Act, Government Code section 54950-54963 (Brown Act) compliant remote attendance for their vote to count. The weight of each vote shall be dependent upon how many voting members are Present with the total weight always equaling 100% and a quorum must be Present for voting to occur.

D A quorum shall be four of the voting members present who represent greater than 50% of the Center dispatch funding as delineated in the most recent dispatch billing statement.

1. All recommendations and other actions taken by the Executive Board pursuant to this agreement require a unanimous vote of a quorum at a duly noticed and conducted meeting, that includes the following non-voting advisors:
   1 Operations Board Chairperson or Vice Chair
   2 Monterey County Emergency Communications Department Director or their designee
2. The following non-voting advisors of the Executive Board are NOT required to be present at a meeting for a vote on any recommendation or action are:
   1 Monterey County Emergency Medical Services Bureau Chief
   2 Monterey County Information Technology Department Director
3. The presence or absence of an advisor at a meeting of the Executive Board shall not count towards establishing a quorum.

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E The Executive Board shall meet at least quarterly and shall give reasonable notice of all meetings to all Users and all Parties. Meetings of the Executive Board shall be conducted in compliance with the requirements of the Brown Act.

F Executive Board meeting agendas will be physically posted and electronically posted on the Emergency Communications Department web site in accordance with Brown Act requirements.

G The Executive Board shall elect a chair and such other officers as it sees fit. The Executive Board may establish procedures for its business and operations, create committees composed of the Party representatives or other persons, and perform such other acts that do not violate the terms of this agreement, the bylaws adopted by the Executive Board or applicable law.

H Tenure: In the event of removal, resignation, or death of a voting member of the Executive Board, the entity responsible for appointment of that member shall promptly appoint a successor to fill the position.

I Executive Board Duties

1. The Parties understand and agree that the Executive Board has the responsibility, under this agreement, to make recommendations that affect the costs, nature and scope of the emergency communications services provided to their organizations; all recommendations regarding the costs, nature, and scope of the emergency communications services provided to the Parties under this agreement shall be made at Executive Board meetings at which a quorum of voting members is present; all recommendations made by the Executive Board shall be enacted by a unanimous vote of the quorum.
2. From time to time, ECD's budget may be augmented pursuant to this Agreement to provide special funding as needed for reasons such as, but not limited to, purchase of special or upgraded equipment, replacement of failed equipment, purchase of emergency communications system software and hardware, and physical communications site upgrades; the Executive Board shall recommend equitable apportionment of such special costs among the Parties, as otherwise provided in this agreement.
3. The Executive Board may recommend that the County, acting through the Board of Supervisors, enter into binding service agreements on behalf of all Parties or it may recommend that a service is referred to the affected Users' governing bodies for approval before a service is implemented.
4. The Executive Board may make recommendations to the County, through ECD, regarding emergency communications services program and budget-related issues. Executive Board members shall be responsible for providing information on emergency communications services program and budget issues to the Users that they represent. Users shall present such information to their governing bodies, as they deem appropriate.
5. The Executive Board shall have responsibility to propose to the Parties fiscal policies that affect Parties and Users.
6. The Executive Board shall meet at least quarterly, provided a quorum can be present, to receive reports from the Director or designee on all policy matters pertaining to budget, personnel, equipment, operations, or fiscal issues which could affect costs to Users. The Executive Board may

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review items presented by the County, items initiated by members of Executive Board and items initiated by Parties and Users.

7. Notwithstanding the duties of the Executive Board to recommend policies regarding emergency communications services, where services provided or administered by ECD are not used by all the Parties, the representatives of those Parties using the respective services shall have primary responsibility for recommending policies with respect to those services; these policies shall not conflict with County-wide policies or other ECD departmental policies. Any costs of special services shall be the responsibility of the using Party(s). County will determine policy on unique services used by specified Parties, taking into account their recommendations, made pursuant to this provision.
8. The Executive Board may appoint Standing and Ad Hoc Committee(s) as necessary to advise it on technical matters or to consider special issues.
9. The Executive Board shall provide policy recommendations and input to the Director. Operational decisions on the delivery of 911 services shall be the sole purview of the County, acting through the Director as provided in ***Section 2, subsection D*** of this Agreement.
10. The Executive Board may request financial or performance audit(s) of the Emergency Communications Department, including that the auditor be independent from the County. The costs of an independent financial audit shall be borne, proportionally, by the Parties as specified in this agreement. Upon the Executive Board's request for an audit, the Emergency Communications Department will cooperate in such audits.
11. Bylaws. The Executive Board shall adopt bylaws consistent with this agreement, which may be amended from time to time. These by-laws shall be the guiding governance document for the Executive Board in performing its duties under this agreement. In the event of a conflict between the Executive Board's By-Laws and this agreement, this agreement shall prevail.
    1 The Executive Board shall provide 30-days advance notice to the Parties of any scheduled Executive Board meeting at which it will consider a proposal to amend the by-laws.
    2 Amendments to the bylaws must be approved using a weighted vote of the Executive Board per the voting requirements in ***Section 4*** of this Agreement.

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5. OPERATIONS BOARD

A Membership of the Operations Board consists of executives, or their designees, from three law enforcement agencies, three fire protection agencies, the Monterey County Sheriff, Salinas Police Chief, Salinas Fire Chief, and the Director of the County Emergency Communications Department, for a total of ten (10) members.

B Representatives of the law enforcement agencies and the fire protection agencies will be selected by their respective Chiefs associations.

C The Parties agree that attendance and full participation by all Operations Board members is crucial. A quorum shall be established for each meeting of the Operations Board. After 3 unexcused absences by any one member of the Operations Board, the entity or entities represented by that member shall appoint a different individual to serve as a member of the Operations Board.

D Each member has one vote; there shall be no weighted voting.

E The affirmative vote by a majority of a quorum of the voting members present at an Operations Board meeting is required for the Operations Board to take action.

F Key responsibilities of the Operations Board include:

1. Developing and recommending operational requirements for ECD provided services and capital improvements.
2. Tasking internal User Groups to resolve issues, develop protocols; investigate technologies, and address other operational issues associated with emergency communications and dispatch services.
3. Providing recommendations to the Executive Board on operational policies, goals, and operational enhancements, including those that have budgetary implications.
4. Receive reports from the Director on service goals and the status on meeting those goals.
5. Meets monthly and additionally as needed.

G Duties

1. The Operations Board shall provide operational policy recommendations to the Director through the Executive Board.
2. The Operations Board shall have responsibility to provide recommendations regarding matters pertaining to operating policies that affect Users.
3. The Operations Board shall receive reports from the Director or designee on all policy matters pertaining to budget, personnel, equipment, operations, or fiscal issues which could affect costs to Users and Parties. The Operations Board may review items presented by the County,

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initiated by members of the Operations Board, and initiated by Users and Parties.

4. Where services are provided or administered by ECD, and are not used by all the Parties, the representatives of those Parties using the respective services shall have primary responsibility for recommending operational policies with respect to those services; these policies shall not conflict with County-wide policies or with ECD departmental policies. Any costs of special services shall be the responsibility of the using Party(s). County will determine policy on unique services used by specified Parties, taking into account their recommendations, made pursuant to this provision.
5. The Operations Board may appoint Standing and Ad Hoc Committee(s) as necessary to advise it on technical matters or to consider special issues.
6. In advance of addition of new technology or services that increase costs to User Agencies, the Operations Board shall identify and recommend cost sharing and funding mechanisms. This shall include technology and services that are funded by grants but that may have future additional costs such as for maintenance.
7. The Operations Board shall provide recommendations regarding management of System Assets such as, but not limited to: telecommunications equipment and computer aided dispatch equipment.
8. The Operations Board will recommend to the Executive Board, as it sees fit, programmatic performance audits and reviews of the Emergency Communications Department.
9. Bylaws. The Operations Board shall adopt bylaws consistent with this agreement, which may be amended from time to time. These by-laws shall be the guiding governance document for the Operations Board in performing its duties under this agreement. In the event of a conflict between the By-Laws and this agreement, this agreement shall prevail.
   1 The Operations Board shall provide 30-days advance notice to the Parties of any scheduled Operations Board meeting at which it will consider a proposal to amend the by-laws.
   2 Amendments to Operations Board bylaws must be approved by all members of the Operations Board.

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6. <u>USER GROUPS</u>

A The following User Groups shall meet as directed by their oversight organizations and serve as forums for discussion of dispatch-related issues:

1. The Dedicated Fire Dispatch (DFD) subcommittee of the Monterey County Fire Chiefs Association.
2. The Monterey County Law Enforcement Agency Association (MCLEAA) subcommittee of the Monterey County Chief Law Enforcement Officers Association.
3. Other Technical User Group(s) as needed.

B User Groups may make recommendations to the Operations Board.

7. COUNTY OBLIGATIONS

A The County shall provide all answering services for calls made to the Emergency 9-1-1 telephone number.

B The County shall provide all answering services for calls made to Users' non-emergency, secondary telephone numbers.

C The County shall dispatch User law enforcement, fire, and emergency medical field units and shall provide associated services, including status reporting and activity reports.

D The County, through the EMS Agency, will provide guidance on the treatment of emergency calls identified as "medical calls" received by ECD.

E The County shall, upon agreement with the individual Parties, provide responses to urgent or emergency data inquiries made by Users' field units.

F The County shall provide after-hours dispatch of User's non-public safety (administrative) staff in accordance with operating procedures mutually agreed to by the User and County.

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G The County will provide other additional public safety call taking/dispatch related services to User agencies as recommended by the Operations and Executive Boards. Costs associated with the additional services will be borne by the User agency pursuant to written agreement.

H The County shall provide and maintain all necessary consoles, and telephone systems, located in its communications center(s).

I The County shall operate, maintain, and otherwise manage all telecommunications sites and transmission media identified as components of the System that are necessary to facilitate the common, countywide public safety communications and emergency 9-1-1 dispatch system. All other mobile, base, and remote radio and data transmission equipment and terminals designed to serve an individual User exclusively shall be provided for and maintained at that User's expense.

J County shall coordinate, administer, and maintain all systems defined by the EC Boards to benefit all Parties and Users, including development of standard operating procedures that may include training of Parties' and Users' staff to meet their responsibilities. All systems shall be maintained and operated

consistent with applicable federal, state, and local laws, rules and regulations such as the State of California Department of Justice and Federal Communications Commission.

K County, on behalf of all Parties, shall continue to seek grant opportunities, shall make applications for grants and other external sources of funds with authorization by the County Board of Supervisors, and shall utilize any such funds received to proportionately offset all Parties' portion of project expenses.

L County shall provide technical expertise in emergency communications and dispatch services and as well as associated administrative services such as, but not limited to, human resources, budgeting, auditor, treasurer, and technical support.

M County shall timely notify the EC Boards about pending County labor negotiations, County salary and benefit increases, County layoffs, County observance of winter recess, and similar, in so far as such issues could impact the delivery or costs of emergency communications services pursuant to this agreement. County will consider input provided by the EC Boards regarding the effects of such issues on their interests

N With the approval of the County Board of Supervisors, County shall be the signatory on agreements with third-party vendors for services such as, but not limited to, support of systems required under this agreement.

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O County shall provide appropriate management and supervision for all emergency communications and dispatch services including associated administrative services. The EC Boards may identify alternate options for services that would otherwise be provided by County. Any alternative services determined feasible by the EC Boards may be recommended to County, which shall consider such recommendations in good faith subject to limitations of law.

P The County shall bill to Users all costs associated with providing 9-1-1 emergency call taking, non-emergency call-taking, law enforcement dispatch, fire dispatch, emergency medical dispatch, and other emergency communications or associated services in accordance with ***Section 14*** of this agreement.

Q The County will support, participate in, and cooperate with financial and programmatic audits and reviews of the Emergency Communications Department as recommended by the Executive and Operations Boards.

R For direct and indirect costs that County will bill to Users as part of this agreement, County shall provide invoices or other available supporting documents in a timely manner and in accordance with ***Section 14*** of this agreement.

S County-requested projects requiring contribution from the Parties shall be submitted by the County, through the Director, to the Executive Board, in advance of incurring costs. The Executive Board shall make recommendations to the County on the projects and costs.

8. RESPONSIBILITIES OF THE USERS AND PARTIES

A Each Party, through its representative on the EC Boards, shall assist in oversight of management and operation of the emergency communications system and system components and shall provide technical and operational input necessary for effective design and use of the system to meet individual and collective needs.

B Each Party shall be responsible for communicating with its constituents and governing bodies about the emergency communications systems.

C Each Party shall, at its own cost, be responsible for the procurement, maintenance, and replacement of its assets that are not System Assets Such assets must be (1) compatible with the systems used by Monterey County Emergency Communications Department, (2) serve an individual User, and (3) used by that User's personnel at that Party's expense. Each Party shall pay all costs associated with those assets.

D Each Party using Mobile Data Communications System (MDCS) equipment shall, at its own cost, be responsible for procurement and utilization of equipment that is compatible with and will interface with the County MDCS system in place at that time. Parties and Users, at their own cost, will be responsible for coordinating connectivity with Information Technology Department (ITD).

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E The Executive Board, with recommendations from the Operations Board, may recommend to the County cost sharing formulas on behalf of all Users for additional future communications services provided by the County.

F All Parties shall provide information requested by the EC Boards such as device inventory, in a timely manner.

G Each Party shall comply with future requirements as recommended by the Operations Board. This may include but is not limited to required operational agreements, training, or upgrades of systems to comply with state or federal requirements.

H Where requested by Executive Board, all Parties shall cooperate in seeking grants or supporting the acquisition of external funding such as grants or earmarks. If any portion of the emergency communications system is funded with monies received by any Party pursuant to a contract with the State or Federal government, all Parties will comply, as required, with all the provisions of said contract, to the extent applicable to each Party. Upon request, the Party

which is the grantee shall deliver a copy of said contract or grant or earmark documentation to any requesting Party at no cost to the requestor.

9. TERM AND RENEWAL OF THE AGREEMENT

A The Effective Date of this agreement shall be the date that all Parties have signed the agreement, with the County signing last. Simultaneous to the effective date of the agreement, the County and the Parties agree that the following agreements are revoked and are no longer in effect:

1. All pre-existing 9-1-1 Services Agreements including by-laws, addressing emergency communications and dispatch services in Monterey County.

B The initial term of this agreement shall be for three years plus the remainder of the fiscal year that the agreement is executed, unless terminated sooner by mutual consent of all Parties.

1. Any Party seeking to withdraw may do so starting with the end of year three of the agreement and only after providing a two-year advance notice to the Executive Board and to all other Parties as specified in ***Section 9, subsection D*** below.

C Upon completion of the initial three-year term, this agreement shall automatically be renewed for successive periods of two years.

D Any Party seeking to withdraw may do so only after providing a two-year (24 months) advance written notice to (1) the Executive Board and (ii) to all other Parties. Notices of intention to withdraw shall be mailed or delivered to (i) each member of the Executive Board and (ii) to each Party at the address identified on the signature pages of this agreement.

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E If a Party withdraws pursuant to this Section, the agreement will remain valid for those Parties that have elected to remain party to this agreement and any costs that are shared among the Parties shall be reallocated to reflect proportionate share for the Parties continuing to participate. All costs for the remainder of the fiscal year that a party withdraws in is the responsibility of the withdrawing party.

F In the event of withdrawal by a Party which is providing resources (such as licenses, site, or other resources) to the benefit of all Users, that resource shall be left intact and in service and that Party shall negotiate in good faith with the County and remaining Parties for continuing use of that resource.

G Voluntary Withdrawal.

1. A withdrawing Party shall provide the EC Boards with written notice of intent to withdraw twenty-four (24) months before the effective date of withdrawal, a written timetable for withdrawal, and a description of the way the withdrawal will be conducted. The withdrawing Party's plan for withdrawal shall minimize disruption to other Parties and Users. The withdrawing Party shall provide any other appropriate information

requested by the EC Boards or the Director, to allow the development of strategies to mitigate disruption to the remaining Users.

2. Such withdrawing Party shall continue to fund its portion of the Emergency Communications budget pursuant to this agreement for 24 months after issuance of its notice of withdrawal.
3. A withdrawing Party shall agree to a buy-out agreement to retire any financial obligations of the withdrawing Party. The Party will remain responsible for any services that will continue to be provided, such as the Emergency Notification System or regional dispatch services and for any outstanding NGEN or other debt service Costs incurred in support of emergency communications systems assets.
4. Upon withdrawal, the withdrawing Party relinquishes all rights to System Assets.
5. If the Party discontinues receiving dispatch services but remains within ECD's Public Safety Answering Point (PSAP) jurisdiction for answering 9-1-1 emergency calls and other non-emergency calls for service, those services will continue to be billed to the Party under the provisions of a renegotiated agreement with the County as a Miscellaneous User.
6. If the withdrawing Party is a voting member of the EC Boards, that Party shall maintain full voting rights as an EC Board member until the effective date of its actual withdrawal from the emergency communications system. A withdrawing Party's voting membership on EC Board ends if the Party's representative is replaced by vote of his/her appointing authority or if the withdrawing Party chooses to resign its membership on an EC Board.
7. A withdrawing Party that is a member of an EC Board shall notify the applicable appointing authority of its intention to withdraw at the same time that it notifies the other Parties of its withdrawal. If a withdrawing Party holds a seat on an EC Board representing other parties, that Party's seat shall be reassigned immediately upon receipt of the written notice to withdraw.
8. A Party that has withdrawn from its participation in the emergency communications system shall not be entitled to refund of any costs that it has incurred for the system through to the date of termination.

H Termination for Cause. The County, in consultation with the Executive Board, may terminate the participation of any Party for cause, including a Party's failure to fully fund or fully pay budgeted costs, as well as any other breach of this agreement (default). Cause for termination includes compliance with any requirement imposed upon the Parties as specified in this agreement.

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1. The Termination for Cause process shall include the following steps:

1 Written notice by the Director of the Emergency Communications Department or designee to the Party, with a copy to Executive Board members. Such notice shall advise the Party of the reason for possible termination. The notice shall further advise that the Party may cure its default within thirty (30) days of the notice and thereby avoid termination.

2 If the defaulting Party begins to cure such default, the thirty (30) day cure period will be extended by additional thirty (30) day extensions, for as long as the defaulting Party continues to diligently prosecute such a cure to completion.

3 If the defaulting Party does not cure the default within thirty (30) days, termination of the defaulting Party shall be placed on the agenda for next Executive Board meeting. The Executive Board shall request in writing that the defaulting Party attend that meeting. The defaulting Party shall be asked to provide either (1) a plan for curing its default or (2) a plan for withdrawal, as detailed below.

4 If the Executive Board finds the defaulting Party's plan for curing its default unacceptable, the Executive Board may determine by majority vote to recommend to the County that it terminate the defaulting Party's participation in the emergency communications system or to take other appropriate measures (e.g. lien).

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5 If the Executive Board decides to recommend termination of the defaulting Party from the emergency communications system, the Executive Board shall provide written notice to the defaulting Party that it recommends to the County that services provided under this agreement be terminated, effective twenty-four (24) months following the date of delivery of the notice. A copy of the written notice of recommended termination delivered to a defaulting Party shall be provided to County. The County retains final authority and discretion to terminate a defaulting party and to determine the date that services provided under this agreement will be terminated.

6 A Party terminated by the County for cause remains liable for its portion of emergency communications system costs up to the effective termination date, as well as applicable damages, collection costs, and interest.

7 The Executive Board may recommend to the County allocation of remaining System Assets among the Parties to the County or it may recommend to the County allowing the terminated Party to retain the value of its System Assets, with the stipulation that use of the system will not be made available to that Party, unless and until the Party agrees to cure all defaults/breaches as set out above.

2. The terminated Party forfeits all other rights. If the terminated Party holds a seat on the Executive Board, that seat shall be reassigned immediately upon termination.

3. Rights of Remaining Parties. Once the un-depreciated value of the system assets used by the defaulting Party is determined, the Executive Board may recommend to the County reallocating the system value and allocating system costs proportionally among the remaining parties. A Party that has been terminated by the County or that has withdrawn from participation shall not be entitled to refund of any costs that it has incurred for the system to the date of termination.

I Dissolution. This agreement may be voluntarily terminated by the agreement of all the Parties. As part of the termination of this agreement and dissolution of the system, the County, upon recommendation of the EC Boards, shall distribute System Assets in proportion to the contribution made by all Parties.

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10. SERVICE QUALITY AND CONDITIONS

A The quality of system services to be provided to all Parties and Users shall, in the absence of explicitly adopted exceptions, be equal to or above established industry standards. The adopted standards and best practices shall be based upon those established by APCO, NFPA, NENA, POST, ISO, CalOES 911 Branch, and others identified by the Operations Board. In those areas where there are no industry standards, or where the established standard is not appropriate for Monterey County, the Director shall recommend standards and advise the Operations Board regarding budgetary, service level and other resources required to meet those standards. The Operations Board shall consider those recommendations and agree to appropriate System standards in good faith.

B Emergency Communications systems performance shall be measured in accordance with those standards developed as indicated above. The Director shall report at least annually to Parties and Users regarding performance. The Operations Board shall review the level of performance being achieved for each agency/User and for the whole operation in comparison to the standards and in comparison, to the levels of performance achieved in previous periods. Established standards shall be achieved for each member Agency/User and for

the system. In reviewing system performance, the Operations Board shall consider staffing, technology, or other limitations impacting the ability to meet standards. The reporting interval may differ for different standards. At least annually, however, the comprehensive set of measures shall be reported to the Parties and Users and shall be reviewed by the Operations Board.

C The County, in consultation with the EC Boards, will evaluate the feasibility of accreditation by appropriate accrediting groups, (i.e., CALEA, APCO, etc.), taking into account the investment of County staffing levels and County resources required. Final decision regarding pursuit of accreditation will remain in the sole discretion of the County. The accreditations referred to by this provision of this Agreement do not refer to or include accreditation of the County's ambulance services provider.

D During the budget development process, the Director shall recommend, and the Operations Board shall evaluate, the nature and scope of services to be provided to Users. The Operations Board shall consider requests from Users desiring increased levels of service; such requests may be recommended to the County through the Executive Board, subject to staffing and other constraints, based upon the User's agreement to pay the incremental costs of those enhanced service levels.

E Procedures related to dispatch operations will be developed by the Director, with input from the Operations Board and with input, as needed, from recognized advisory groups (e.g., Law Chiefs or Fire Chiefs.) Any dispute or conflict regarding a dispatch procedure will first be addressed by the Director to determine if a resolution can be reached. If no resolution can be agreed to by the affected parties, the Operations and Executive Boards may be consulted, with the final determination of appropriate action to be made by the County, acting through the Director of the Emergency Communications Department.

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F The Director or his/her designee will promptly investigate all complaints received from any User or citizen and shall respond in a timely manner to the complaining party. The Director shall regularly report to the EC Boards with a summary of complaints received and their resolution and shall provide additional information to individual Users involved in a complaint upon request.

11. <u>ADDITION OF NEW MEMBERS</u>

A Any government organization that is not a party to this agreement on the effective date of this agreement may become a Party upon: (a) the recommendation of the Emergency Communications Department; (b) the recommendation of the Executive Board by majority vote; (c) payment of a pro rata share of all previously incurred costs that the County determines will benefit the requesting organization and are thereby appropriate to assess to the

organization; and (d) execution of a written agreement with the County subjecting the requesting organization to the terms and conditions of this agreement. The County may execute an amendment to this agreement to include a new Party.

B The Executive Board may recommend by majority vote, imposing one-time fees upon new Parties to offset costs incurred in previous fiscal years (buy-in fees). Buy-in fees include but are not limited to facility construction, major equipment purchases, and software. Buy-in fees will be incorporated into the budget for emergency communications services.

C Under special circumstances, such as but not limited to manmade or natural disaster, acts of God, and acts of civil unrest, temporary access to the emergency communications system may be provided to non-Parties. This access may be recommended by the Operations Board or, if time does not permit, the Director may approve non-party access and notify the EC Boards. Non-Parties may be required by the County to reimburse the County or Parties and Users any costs resulting from temporary emergency access.

12. <u>BUDGET DEVELOPMENT PROCESS</u>

A Program and budget related decisions shall be developed by the County with input from the Executive Board and the Operations Board, and ECD staff. The Executive Board will review staff recommendations and provide final recommendations to the County. The County Board of Supervisors shall have final authority over program and budget related decisions.

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B The Executive Board shall review the Emergency Communications Department's annual budget request prior to County's budget hearings. The County shall provide all relevant information, including information about indirect costs, in a timely manner, allowing sufficient time for the Executive Board to evaluate and make requests for information.

C The Executive Board will advise regarding the Emergency Communications Department budget and service levels to be proposed to the Board of Supervisors and to the Parties' governing bodies, as applicable, in the form of recommended budgets and augmentation requests, in accordance with procedures established by the County. The Executive Board will provide recommendations to staff working with County service departments in reviewing charges and levels of service provided by the Emergency Communications Department. In the event that the Executive Board does not concur with the County's Recommended Budget, the Director and the Chair of the Executive Board shall present the Executive Board's recommendations regarding emergency communications budget and service levels directly to the County Board of Supervisors. Final

budget approval regarding budgets and funding of service levels are the responsibility of the County Board of Supervisors.

D The County of Monterey Emergency Communications Department will provide reports on future budgets, current year budget management and cost control, personnel (recruitment, hiring, retention), and special project status on an ongoing and annual basis as requested by the Executive Board.

E County Administrative Office staff will present ECD annual forecasts and recommended budgets for the County Board of Supervisors' consideration, including information on alternative funding/service levels and Countywide service department charges.

13. <u>9-1-1 RESERVE ACCOUNT</u>

A The Emergency Communications Department shall regularly report accounting for the 9-1-1 Reserve Account to the Executive Board. As authorized by the County Board of Supervisors, the 9-1-1 Reserve Account will be restricted for expenditures as recommended by the EC boards, with final determination on expenditures to be made by the County and will be maintained in an interest-bearing restricted fund, until the funds are expended.

B The purpose of the 9-1-1 Reserve Account is to fiscally support capital expenditures, the future acquisition of major equipment (such as computer systems), and to spread out major expenditures over time, thereby reducing the need for large assessments to the Parties. The 9-1-1 Reserve Account will enable County and the Parties to better prepare budgets and facilitate long term fiscal planning.

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C Funds in the 9-1-1 Reserve Account shall be readily accessible to the Emergency Communications Department to use for appropriate expenditures that benefit the Parties and Users.

D The Director shall present 9-1-1 Reserve Account accounting reports to the Executive Board monthly or as requested.

E Accumulation of interest in the 9-1-1 Reserve Account will accrue to the benefit of the emergency communications systems.

14. <u>COST SHARING PLAN FOR PARTIES AND USERS</u>

A Until replaced by an NGEN Operations and Maintenance (O & M) Governance and Financing Agreement, Radio system O & M fees are billed on a quarterly basis by ECD. O & M fees are determined by the number of radio users on the system as recommended by Operations Board and the Executive Board. Radio system O & M costs are determined by the Information Technology Department (ITD) and ECD.

1. The payment shall be due ("Due Date") thirty (30) days after the billing date. County shall bill the Users no later than the end of each calendar quarter for the prior calendar quarter. For example, July through September would be billed before the end of December of the same fiscal year.

B ECD will invoice each Party separately, either annually, biannually, or quarterly in arrears for fees for Dispatch Services, the Emergency Notification System, Inform Mobile Licensing, the NGEN Debt Service and other special charges to Parties and Users. County will consult with the Executive Board at least ten (10) days before the start of each fiscal year regarding the frequency of billing and methodology of billing to actual expenses or budgeted expenses per ***subsection 1*** below. The County, through ECD, may exercise its discretion and bill agencies either annually, bi-annually, or quarterly, in order to maintain adequate reserves in the special revenue fund dedicated to provision of 911 services.

1 In consideration of the foregoing, each Party will pay to the County, on an annual, biannual, or quarterly basis, an amount derived by the formula set forth below based on the year-to-date actual costs or budgeted costs.

2 Invoices shall be sent via email to the email address listed in the signature block of this Agreement. Invoices will be mailed via certified mail ONLY at the written request of the Party or User Agency to the ECD. This mailing address and email address may be changed only with written notice to ECD. An email to the current Director will suffice.

3 The funding formula for user agencies may include 5.0% of the County of Monterey's total Proposition 172 revenue from the two year prior audited actual Proposition 172 revenue to offset the total charges incurred by all Parties to this agreement as determined annually by the Monterey County Board of Supervisors during the budget process.

4 The Countywide Cost Allocation Plan (COWCAP) will be utilized to capture and bill the indirect costs incurred by the County which are associated with the operations of the Monterey County Emergency Communications Department.

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C Formula Definitions:

A	Actual cost of dispatch service (Source: County of Monterey Auditor/Controller's expenditure report for the Billing Period.)
B	Amount to be paid by the State of California, and/or other agencies not party to this agreement, to the County of Monterey for emergency 9-1-1 operations.
C	Actual Annual cost subject to percentage distribution.
D	Most recently available assessed valuation of real property of the Party. (Source: "Monterey County Tax Rates" for the Billing Year.)
E	Most recently available assessed valuation of real property in the County of Monterey less the assessed valuation of real property attributed to organizations not receiving direct dispatch services. (Source: "Monterey County Tax Rates" for the billing year.)
F	Most recently available resident population of each Party. (source: for county and cities, "State of California Department of Finance Data" for the billing year and for Fire Districts, "Inventory of Local Agencies" as provided by the Local Agency Formation Commission for the County of Monterey.)
G	Most recently available total population of the County of Monterey, less the population of agencies not receiving direct dispatch services. (Source: for county and cities, "State of California Department of Finance Data" and for Fire Districts, "Inventory of Local Agencies" as provided by the Local Agency Formation Commission for the County of Monterey.)
H	Annual Workload total for each Party based on billing period. (Source: Workload totals compiled by the County of Monterey Emergency Communications Department, following review by the Operations Board.)
I	Annual Workload total for all law enforcement, fire, special emergency, and other emergency response units for the billing period. (Source: Workload totals compiled by the County of Monterey Emergency Communications Department, following review by the Operations Board.)
J	Party net percentage (Derived by applying equal weight to Party Percentage of Assessed Valuation, Resident Population and Dispatch Workload.) For Fire Districts and Fire Only Users this net percentage is multiplied by 10%.
K	Party Gross Bill.
L	Party's Prop 172 offset shall be computed by taking the Party's original billing and dividing that by the total billing of all Parties subject to Prop 172 reduction, which is a percentage of the total billing. That percentage is multiplied by the total gross Prop 172 amount to derive the individual Party's percentage share of the Prop 172 funding.

For Review Only

D Cost Allocation Formula:

(1) A – B = C

(2) $$\left[\frac{D}{E} + \frac{F}{G} + \frac{H}{I} \right] \text{ Divided by } 3 = J$$

(3) C x J = K

(4) K – L = Charge to the Party for the billing year.

E In addition to the foregoing formula, the County may, after consultation and recommendations with the Executive Board and the Operations Board, augment the formula on a pro rata basis to include provisions of special funding for any purpose such as, but not limited to, adding to the 9-1-1 Reserve Account, supporting needed projects to replace software, hardware, dispatch furniture, major building repair, etc. Withdrawals from the 9-1-1 Reserve Account shall be recommended to the County through majority vote of the Executive Board.

F The County may consult with the Executive Board and may choose to select other source documents to replace those defined in the Formula Definitions above if the County determines that the new documents provide more accurate information.

G The Workload component of the billing formula will be periodically evaluated by the Operations Board which shall report its findings to the Executive Board. Changes to the Workload component may be recommended to the County by the Executive Board, which changes may be implemented by the County, in its discretion, as appropriate.

H The County of Monterey Emergency Communications Department shall bill each Party on an annual, biannual, or quarterly individual basis.

I Delinquency. If a Party does not pay its fees for service as set forth above on or before the Due Date, the amount unpaid shall be deemed delinquent. A "Delinquency Fee" in the amount of five percent (5 %) of the delinquent amount shall be added to the amount owed and charged to the Party. The delinquency fee shall be applied to the amount owed (the amount owed includes any previously added delinquency fee) every thirty (30) days until such time the bill is paid in full. If a Party does not pay the delinquent amount and any delinquency fee within ninety (90) calendar days from the Due Date, the County is authorized to withhold and offset from any lawful source whatsoever otherwise due to the Party, including the regular apportionment of property tax revenue, an amount sufficient to satisfy the delinquent amount and delinquency fees.

For Review Only

J Billing Dispute: If a Party or Parties dispute payment owed to County, each Party shall notify County within 15 calendar days of its receipt of its invoice. This notice shall include sufficient details about the dispute for County to review and act. County shall provide any requested information within 15 calendar days. If County is unable to respond within 15 calendar days, the Party disputing the billing shall be relieved of any delinquency payment until 15 days after the information is provided.

15. PAYMENT PROVISIONS FOR MISCELLANEOUS AGENCIES

A ECD shall invoice each Miscellaneous Agency in alignment with the invoicing schedule as outlined in ***Section 14, subsection B*** of this Agreement.

B The formula to determine costs is as follows:

Formula Definitions

A	Miscellaneous Agency Workload (Source: Workload totals compiled by the County of Monterey Emergency Communications Department, following review by the Operations Board.)
B	Annual Workload total for all law enforcement, fire, special emergency, and other emergency response units for the billing period. (Source: Workload totals compiled by the County of Monterey Emergency Communications Department, following review by the Operations Board.)
C	Miscellaneous Agency net percentage
D	Actual cost of dispatch service (Source: County of Monterey Auditor/Controller's expenditure report for the Billing Period.)
E	Charge to the Miscellaneous Agency for the billing year.

Cost Allocation Formula for Miscellaneous Agencies:

(1) $$\frac{A}{B} = C$$

(2) $C \times D = E$

C In addition to the foregoing formula, the County may, after consultation and recommendations with the Executive Board and the Operations Board, augment the formula on a pro rata basis to include provisions of special funding for any purpose such as, but not limited to, adding to the 9-1-1 Reserve Account, supporting needed projects to replace software, hardware, dispatch furniture, major building repair, etc. Withdrawals from the 9-1-1 Reserve Account shall be recommended to the County through majority vote of the Executive Board.

For Review Only

D The County may consult with the Executive Board and may choose to select other source documents to replace those defined in the Formula Definitions above if the County determines that the new documents provide more accurate information.

E The Workload component of the billing formula will be periodically evaluated by the Operations Board which shall report its findings to the Executive Board. Changes to the Workload component may be recommended to the County by the Executive Board, which changes may be implemented by the County, in its discretion, as appropriate.

F The County of Monterey Emergency Communications Department shall bill each Miscellaneous Agency on an annual, biannual, or quarterly individual basis.

G Delinquency. If a Miscellaneous Agency does not pay its fees for service as set forth above on or before the Due Date, the amount unpaid shall be deemed

delinquent. A "Delinquency Fee" in the amount of five percent (5 %) of the delinquent amount shall be added to the amount owed and charged to the Miscellaneous Agency. The delinquency fee shall be applied to the amount owed (the amount owed includes any previously added delinquency fee) every thirty (30) days until such time the bill is paid in full. If a Miscellaneous Agency does not pay the delinquent amount and any delinquency fee within ninety (90) calendar days from the Due Date, the County is authorized to withhold and offset from any lawful source whatsoever otherwise due to the Miscellaneous Agency, including the regular apportionment of property tax revenue, an amount sufficient to satisfy the delinquent amount and delinquency fees.

H Billing Dispute: If a Miscellaneous Agency(s) dispute payment owed to County, each Miscellaneous Agency shall notify County within 15 calendar days of its receipt of its invoice. This notice shall include sufficient details about the dispute for County to review and act. County shall provide any requested information within 15 calendar days. If County is unable to respond within 15 calendar days, the Miscellaneous Agency disputing the billing shall be relieved of any delinquency payment until 15 days after the information is provided.

16. <u>ONGOING USE OF 9-1-1 DISPATCH CENTER</u>

A As provided in the Agreement for the Construction and Funding of a Consolidated Dispatch Center for 9-1-1 emergency communications, effective on July 1, 2001, County shall provide the land located at 1322 Natividad Road, Salinas at no cost to the Parties and Users for the duration of its use for the purposes set forth in that agreement and in this agreement.

For Review Only

B The County shall permit the Users to use the 9-1-1 Dispatch Center of the consolidated Emergency Services Center including its equipment, fixtures, and furnishings for the period of time that the facility is used for 9-1-1 dispatch services.

C The County and the Parties shall be jointly responsible for costs of maintenance of the 9-1-1 Dispatch Center.

17. RECORDS AND CONFIDENTIALITY

A **<u>Confidentiality:</u>** County and the Parties and Users and their officers, employees, agents, and subcontractors shall comply with all federal, state, and local laws which provide for the confidentiality of records and other information. No Party shall disclose any confidential information, any confidential records, or other confidential information received from any Party to this agreement or prepared in connection with the performance of this agreement, unless the other Party specifically permits such disclosure of records or information. All requests for disclosure of confidential information shall be promptly transmitted to the owner of the information. Notwithstanding these duties of confidentiality, the Parties

acknowledge that the Parties and the County are government agencies subject to the California Public Records Act, which requires disclosure of public records subject to exceptions. The Parties and the County will mutually cooperate to comply with the California Public Records Act disclosure obligations, consistent with these confidentiality obligations.

B **Maintenance of Records:** The County shall prepare, maintain, and preserve all reports and records that may be required by federal, state, or local rules and regulations related to services performed under this agreement. The County shall maintain such records in accordance with the provisions of the County and ECD Record Retention policies. The Parties shall maintain such records in accordance with their records retention policies. If any litigation, claim, negotiation, audit exception, or other action relating to this agreement is asserted, the County and the Parties shall retain such records until such action is resolved.

18. COUNTY INDEMNIFICATION OF PARTIES AND PARTIES' WAIVER OF CLAIMS AGAINST THE COUNTY

A County hereby agrees to indemnify and hold harmless each Party, its officers, agents, employees, and authorized volunteers from any and all claims, demands, judgments or decrees made or rendered against each Party, its officers, agents or employees by reason of any injury, death or damage suffered or sustained by any person or entity caused by, or alleged to have been caused by or arising out of the provision of the emergency communications services by the County as set forth in this agreement.

For Review Only

B Further, County, at its own cost, expense and risk, shall defend any and all suits, actions, or other legal proceedings arising from the provision of emergency communications services by the County pursuant to this agreement that may be brought or instituted by third parties against each Party, its officers, agents, employees, or authorized volunteers, and shall pay and satisfy any judgment or decree that may be rendered against each Party, its officers, agents or employees in any such suit, action, or other legal proceedings. Each Party agrees to promptly notify County of any suit, action, or other legal proceeding asserted against it by third parties which arises from the provision of emergency communications services as specified in this agreement and each Party agrees to cooperate with County in the defense of such claims.

C In return for and in recognition of County's acceptance of liability, as set forth above, each Party agrees that it will not sue, make any demand or claim, or otherwise prosecute or assert liability against the County for any claim, demand, judgment, or decree of any nature caused by or arising out of the provision of the emergency communications services by the County set forth in this agreement. This waiver of liability against the County by the Parties applies to

claims, demands, judgments or decrees which are asserted by third parties and to claims, demands, judgments or decrees which could be asserted by the Parties against the County.

D Survival of Indemnification and Waiver of Liability Obligations

1. The indemnification and defense obligations assumed by County and the waiver of liability against the County agreed to by the Parties, established above, shall survive the termination of this agreement, the withdrawal of any Party from this Agreement, and the termination of any Party from this Agreement. These obligations and the waiver of liability shall extend to the expiration of the statute of limitations applicable to any claims arising from this agreement and the provision of emergency communications services pursuant to this agreement.

19. <u>INSURANCE</u>

A Without limiting the foregoing indemnification, all Parties shall maintain in force at all times during the performance of this agreement, a policy or policies of insurance as follows, and in the minimum limits of liability as stated herein:

B Comprehensive general liability, including but not limited to premises, personal injuries, products, and completed operations for combined single limit of not less than $1,000,000 per occurrence.

C Comprehensive automobile liability, including but not limited to property damage, bodily injury, and personal injuries for combined single limit of not less than $1,000,000 per occurrence.

For Review Only

D Workers' Compensation covering statutory requirements of the State of California and Employer's Liability of not less than $1,000,000 per occurrence.

E In the event any Party is lawfully self-insured in any or all of the aforementioned insurance areas, upon the request of a Party a letter certifying those areas of coverage, and in the minimum amounts as set forth in this agreement, shall be furnished to the requesting party prior to execution of this agreement.

F Except with respect to Workers' Compensation insurance, each Party maintaining commercial insurance or excess insurance shall provide an endorsement naming the County, its officers, agents, and employees as additional insureds and shall provide that such commercial insurance is primary to any other commercial insurance maintained by the County; and the County shall, under any commercial insurance or excess insurance it maintains, provide an endorsement naming each Party, its officers, agents, and employees as additional insureds and shall provide that such commercial insurance is primary to any other commercial insurance maintained by each Party.

20. GENERAL PROVISIONS

A Amendment. This agreement may be amended or modified only by an instrument in writing signed by all the Parties hereto; except for an Amendment of adding a new Party as described in ***Section 11*** of this Agreement.

B Effect on Existing Agreements:

1. Agreement for 9-1-1 Emergency Communications Dispatch Services (the City and Fire District 9-1-1 Service Agreement): Upon final execution of this agreement by the County and all Parties, the 9-1-1 Service Agreement executed by the County in 2001 and any amendments to that agreement shall terminate and shall no longer be of any force or effect.
2. Agreement for 9-1-1 Emergency Communications Dispatch Services for Miscellaneous Agencies (the miscellaneous agency 9-1-1 Service Agreements): Upon final execution of this agreement by the County and miscellaneous agencies, the 9-1-1 Service Agreement executed by the County in 2001 and any amendments to that agreement shall terminate and shall no longer be of any force or effect.

C Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the Parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this agreement.

For Review Only

D Successors and Assigns. This agreement and the rights, privileges, duties, and obligations of the Parties hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the Parties and their respective successors, permitted assigns, and heirs.

E Assignment. No Party may assign, sell, or otherwise transfer its interest or obligations in this agreement without the prior written consent of the County upon the recommendation of the Executive Board. Any organization wishing to participate in this system shall participate through this agreement and may not participate through agreements with other participating agencies. Any such purported assignment is null and void.

F Compliance with Applicable Law. The Parties shall comply with all applicable federal, state, and local laws and regulations in performing this agreement.

G Severability. If any part, term or provision of this agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this agreement, the validity of the remaining portions or provisions shall not be affected thereby.

H Heading. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this agreement.

I Time is of the Essence. Time is of the essence in each and all of the provisions of this agreement.

J Governing Law. This agreement shall be governed by and interpreted under the laws of the State of California. Venue of any dispute arising from this agreement shall be in the Superior Court of California, in the County of Monterey.

K Construction of Agreement. The Parties agree that each Party has fully participated in the review and revision of this agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this agreement or any amendment hereto.

L Counterparts. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

M Authority. Any individual executing this agreement on behalf of a Party represents and warrants hereby that he or she has the requisite authority to enter into this agreement on behalf of such Party and to bind the Party to the terms and conditions of the same.

N Integration. This agreement, including the exhibits hereto, shall represent the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the Parties as of the effective date hereof.

For Review Only

O Change of Address. The mailing addresses, email addresses, phone numbers, and Party contacts may change and it is the responsibility of the Parties to notify the County as specified in paragraph (P) within ten days of said change.

P Notices. Notices required under this agreement shall be emailed or delivered personally or by first-class, postage pre-paid mail as follows:

COUNTY OF MONTEREY
Director of Emergency Communications
1322 Natividad Road
Salinas, CA 93906
831.769.8883

IN WITNESS WHEREOF, the COUNTY and each of the Agencies have caused this agreement to be executed by their duly authorized representative as of the day and year written above.

COUNTY OF MONTEREY: Name (printed) _____ Signature: _____ Date: _____ Director of Emergency Communications
Address: _____ _____
APPROVED AS TO FORM: Name (printed) _____ Signature: _____ Date: _____ Deputy County Counsel
APPROVED AS TO FISCAL PROVISIONS: Name (printed) _____ Signature: _____ Date: _____ Auditor-Controller

For Review Only

Parties (one per page)

City of Carmel-by-the-Sea Duly Authorized Representative
Name (printed) _____ Signature: _____ Date: _____ Title _____
Address: _____ _____
Email: _____

For Review Only

Parties (one per page)

City of Del Rey Oaks Duly Authorized Representative
Name (printed) _____ Title _____ Signature: _____ Date: _____
Address: _____ _____
Email: _____

For Review Only

Parties (one per page)

City of Gonzales Duly Authorized Representative
Name (printed) _____ Title _____ Signature: _____ Date: _____
Address: _____ _____
Email: _____

For Review Only

Parties (one per page)

City of Greenfield Duly Authorized Representative
Name (printed) _____ Title _____ Signature: _____ Date: _____
Address: _____ _____
Email: _____

For Review Only

Parties (one per page)

City of King Duly Authorized Representative
Name (printed) _____ Title _____ Signature: _____ Date: _____
Address: _____ _____
Email: _____

For Review Only

Parties (one per page)

City of Marina Duly Authorized Representative
Name (printed) _____ Title _____ Signature: _____ Date: _____
Address: _____ _____
Email: _____

For Review Only

Parties (one per page)

City of Monterey Duly Authorized Representative
Name (printed) _____ Title _____ Signature: _____ Date: _____
Address: _____ _____
Email: _____

For Review Only

Parties (one per page)

City of Pacific Grove Duly Authorized Representative
Name (printed) _____ Title _____ Signature: _____ Date: _____
Address: _____ _____
Email: _____

For Review Only

Parties (one per page)

City of Salinas Duly Authorized Representative
Name (printed) _____ Title _____ Signature: _____ Date: _____
Address: _____ _____
Email: _____

For Review Only

Parties (one per page)

City of Sand Duly Authorized Representative
Name (printed) _____ Title _____ Signature: _____ Date: _____
Address: _____ _____
Email: _____

For Review Only

Parties (one per page)

City of Seaside Duly Authorized Representative
Name (printed) _____ Title _____ Signature: _____ Date: _____
Address: _____ _____
Email: _____

For Review Only

Parties (one per page)

City of Soledad Duly Authorized Representative
Name (printed) _____ Title _____ Signature: _____ Date: _____
Address: _____ _____
Email: _____

For Review Only

Parties (one per page)

Monterey County Regional Fire Protection District Duly Authorized Representative
Name (printed) _____ Title _____ Signature: _____ Date: _____
Address: _____ _____
Email: _____

For Review Only

Parties (one per page)

Monterey Peninsula Airport District Duly Authorized Representative
Name (printed) _____ Title _____ Signature: _____ Date: _____
Address: _____ _____
Email: _____

For Review Only

Parties (one per page)

North County Fire Protection District of Monterey County Duly Authorized Representative
Name (printed) _____ Title _____ Signature: _____ Date: _____
Address: _____ _____
Email: _____

For Review Only

Parties (one per page)

Big Sur Fire Brigade Duly Authorized Representative
Name (printed) _____ Title _____ Signature: _____ Date: _____
Address: _____ _____
Email: _____

For Review Only

Parties (one per page)

California State University, Monterey Bay Duly Authorized Representative
Name (printed) _____ Title _____ Signature: _____ Date: _____
Address: _____ _____
Email: _____

For Review Only

Parties (one per page)

Correctional Training/ Salinas Valley State Prison Duly Authorized Representative
Name (printed) _____ Title _____ Signature: _____ Date: _____
Address: _____ _____
Email: _____

For Review Only

CITY OF SEASIDE
STAFF REPORT

Item No.: 7.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Scott Ottmar, Senior Engineer

DATE: June 18, 2020

SUBJECT: **ADOPT RESOLUTION DECLARING THE VACATION AND ABANDONMENT OF A PUBLIC UTILITY EASEMENT AT 2 GEARY PLAZA**

PURPOSE & RECOMMENDATION

Adopt a resolution vacating and abandoning a utility maintenance easement at 2 Geary Plaza.

BACKGROUND

On October 30, 2019 Cypress Coast Subaru (Applicant) submitted proposed construction plans for a showroom and site improvements to the dealership located at assessor's parcel number (APN) 011-535-029 more commonly known as 2 Geary Plaza. The proposed improvement significantly encroaches into an existing Utility Maintenance Easement (UME) that was established with the 2005 Autocenter improvement project completed by the City of Seaside (Attachment 4-Site Plan).

The Applicant has conducted underground locating to investigate for the presence of unknown utilities within the UME. The only underground infrastructure found within the UME are related to laterals that serve only the Applicant's business. Based on the results of the investigation, no public utility mains have been found within the UME. Notifications were sent to all the local utilities including Pacific Gas & Electric, California American Water, AT&T, Comcast and the Seaside County Sanitation District by the city's public works and economic development departments. There has been no objection to the proposed abandonment of the UME submitted to the city. As a

condition of the City's abandonment, the Applicant shall record a new UME for the landscaping strips that abut the parcel to provide for maintenance of irrigation, drainage, street lighting and other underground utilities that may exist.

ANALYSIS

The existing UME is situated on the northwest corner of the Subaru dealership parcel and is approximately 0.4 acres in size. The easement was established as part of the abandonment of road right of way that occurred with the 2005 Autocenter Renovation project constructed by the City. It is common when right of way is vacated to create utility easements rather than go through the expense of locating and moving underground utilities. Public works and planning staff have reviewed the proposed plans and have concluded abandonment is consistent with city standards and general plan and is acceptable.

ENVIRONMENTAL COMPLIANCE

In accordance with Title 14, California Code of Regulations (CCR, Title 14), Chapter 3 "CEQA Guidelines," Article 20, Section 15378, the proposed action is not a project as defined by the California Environmental Quality Act (CEQA). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project.

FISCAL IMPACT

There is no fiscal impact. The Applicant is responsible for all costs associated with filing of the Deeds associated with the abandonment of the old UME and creation of the new UME.

ATTACHMENTS

1. Resolution
2. Exhibit A - Vacated Easement
3. ExhibitB_Ease_dedicate
4. Site Plan

Reviewed for Submission to the
City Council by:

_____

Craig Malin, City Manager

RESOLUTION NO. 20-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

DECLARING THE VACATION AND ABANDONMENT OF A PUBLIC UTILITY EASEMENT AT MONTEREY COUNTY ASSESSOR'S PARCEL NUMBER 011-535-029 AND AUTHORIZING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THE RESOLUTION IN THE MONTEREY COUNTY OFFICE OF THE COUNTY RECORDER

WHEREAS, on October 30, 2019, Seaside Realization, a California Limited Partnership, dba Cypress Coast Subaru, herein referred to as Applicant, submitted plans for the demolition of an existing Subaru dealership and construction of a new showroom at Assessor Parcel Number 011-535-029 more commonly known as 2 Geary Plaza in the City of Seaside; and

WHEREAS, construction and site improvements are proposed within an existing Utility Maintenance Easement (UME) established for maintenance of underground utilities; and

WHEREAS, the Applicant has conducted a thorough inspection of the UME and found no public utilities; and

WHEREAS, the Planning and Public Works Department have reviewed the plans and determined abandonment of the UME may proceed; and

WHEREAS, a new UME is necessary for the maintenance of irrigation, drainage, street lighting and other underground utilities located within the landscaping areas adjacent to the parcel; and

WHEREAS, the Applicant has agreed to file a Grant of Easement, Exhibit B attached hereto, to establish a new UME; and

WHEREAS, any existing storm drainage facilities within the said abandoned easement are hereby conveyed to Seaside Realization, a California Limited Partnership, their successor and assigns; and

WHEREAS, written notification of the intent to abandon the UME was sent to Pacific Gas & Electric Company, California American Water, AT&T, Comcast and the Seaside County Sanitation District; and

WHEREAS, a notice of public hearing was duly made by publication, mailing, and posting as required by law, and proof thereof is on file with the City Clerk of the City of Seaside; and

WHEREAS, no protests were filed with or received by said City Council; and

IT APPEARING to the City Council of the City of Seaside that the Utility Maintenance Easement should be abandoned for the reason that they are no longer needed and it would allow the Applicant to proceed with the construction of the proposed auto dealership renovations and associated site improvements, and that public convenience, necessity, and the best interests of the residents of Seaside will be served by such abandonment.

NOW, THEREFORE BE IT RESOLVED, the City of Seaside, acting by and through its City Council, having considered and been fully advised in the matter and good cause appearing therefore,

A) that said City Council does hereby abandon, to the full extent permitted by law, the Maintenance Utility Easement within the property at 2 Geary Plaza described on the legal plats, Exhibit A, attached hereto and incorporated herein and made a part hereof; and
B) that said abandonment is consistent with the General Plan; and
C) that said abandonment is conditioned upon the Applicant filing a Grant of Utility Maintenance Easement, Attachment B; and
D) the city manager is authorized to execute the Certificate of Acceptance for the new Utility Maintenance Easement, Attachment B; and
E) that said abandonment is exempt under current California Environmental Quality Act Guidelines.

PASSED AND ADOPTED at a joint regular meeting of the City Council and of the City of Seaside, State of California on the 18th day of June, 2020.

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

APPROVED:

_____
Ian N. Oglesby, Mayor

ATTEST:

_____
Lesley Milton, City Clerk

June 9, 2020
Job No. SNR19-4010-00
Page 1 of 2

EXHIBIT "A"

LEGAL DESCRIPTION
FOR: EASEMENT VACATION

An easement over that certain real property situate in the City of Seaside, County of Monterey, State of California, being more particularly described as follows:

ALL of that certain easement designated as "U.M.E. and V.R.O.W." lying within Lot 1, in Block "C" as shown on that certain map entitled "Official Map of the Seaside Auto Center" filed for record on August 31, 2009 in Volume 24 of Cities & Towns at Page 21, Monterey County Records and as reserved in that certain quitclaim deed recorded February 11, 2010 as Document No. 2010008155, of Official Records of Monterey County.

Containing 0.399 acres, more or less.

As shown on **"EXHIBIT B"** attached hereto and by this reference made a part hereof.

Legal Description was prepared by Barber Surveying, Inc. for Ware Malcomb.

Date 09 JUN 2020

Shane R. Barber LS 9097

LICENSED LAND SURVEYOR
SHANE R. BARBER
9097
STATE OF CALIFORNIA

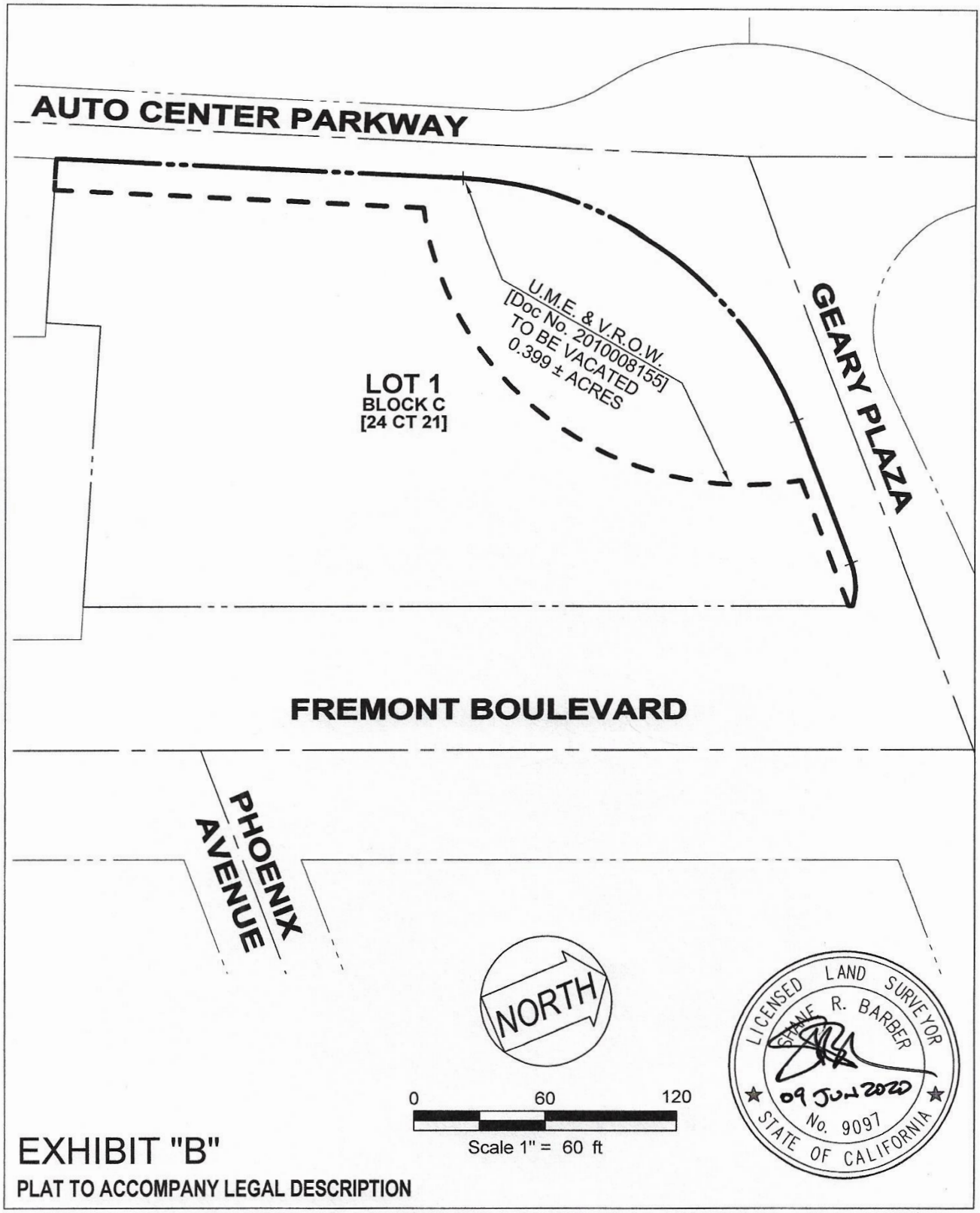


EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION

architecture planning interiors graphics civil engineering WARE MALCOMB Leading Design for Commercial Real Estate 4683 chabot drive. suite 300 pleasanton. california 94588 p 925.244.9620 f 925.244.9621 BARBER SURVEYING, Inc. 713 Nacomis Court Tracy, CA 95304 (925) 344-6461	PROJECT: GEARY PLAZA	DATE : JUNE 2020	SHEET 1 of 1
	JOB NO.: SNR19–4010–00	SCALE: 1" = 60'	

USER: Shane Barber B:\2019\19_040\DWG\SURVEY\PLATS\UME VACATION\C-PLAT-VACT.dwg JUNE 09, 2020 9:17 AM

Recording Requested by and Mail to:

City of Seaside
Office of City Clerk
440 Harcourt Avenue
Seaside, CA 93955

GRANT DEED OF UTILITY MAINTENANCE EASEMENT

THE UNDERSIGNED GRANTOR(S) DECLARE(S):
Documentary transfer tax is $ No taxable consideration
( ) Computed on full value of property conveyed, or
( ) computed on full value less value of liens and encumbrances remaining at time of sale.
( ) Unicorporated area: (X) City of Seaside
FOR A VALUABLE CONSIDERATION, receipt of which is herby acknowledged,

Seaside Realization, a California Limited Partnership, hereby **GRANT(s)** to **CITY OF SEASIDE**, a municipal corporation, in the County of Monterey, State of California, a Utility Maintenance Easement, for the sole purpose of accessing and maintaining existing utilities over, across, and under the portion of land described as follows, to wit:

See Exhibit A, legal description and Exhibit B, Plat, attached hereto and made a part hereof by this reference.

_____
President

DATE:_____ _____
Secretary

ACKNOWLEDGEMENT

State of California
County of _____)

On _____ before me,_____ personally appeared
(insert name and title of the officer)
_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

GRANT OF UTILITY MAINTENANCE EASEMENT
Page 2 of 2

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY THAT the interest in real property conveyed by this instrument from grantor to SEASIDE, a municipal corporation of the State of California, is hereby accepted by the undersigned pursuant to the authority conferred by Resolution No._____ of the City Council of Seaside adopted on June 18, 2020, and consent is hereby given for the recordation of said instrument.

DATE:_____ _____

Ian Oglesby, Mayor

ACKNOWLEDGEMENT

State of California
County of _____)

On _____ before me,_____ personally appeared
(insert name and title of the officer)

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

June 11, 2020
Job No. SNR19-4010-00
Page 1 of 2

EXHIBIT "A"

LEGAL DESCRIPTION

FOR: UTILITY MAINTENANCE EASEMENT DEDICATION (U.M.E.)

An easement over that certain real property situate in the City of Seaside, County of Monterey, State of California, being a portion of Lot 1, in Block "C" as shown on that certain map entitled "Official Map of the Seaside Auto Center" filed for record on August 31, 2009 in Volume 24 of Cities & Towns at Page 21, Monterey County Records, and being more particularly described as follows:

BEGINNING at the most southwesterly corner of said Lot 1;

THENCE along the westerly line of said Lot 1, ***North 26°23'33" East, 185.95 feet;***

THENCE along a curve to the right having a radius of ***171.00 feet***, through a central angle of ***66°38'28"*** for an arc distance of ***198.89 feet;***

THENCE ***South 86°57'59" East, 69.98 feet***;

THENCE along a curve to the right having a radius of ***30.00 feet***, through a central angle of ***37°43'15"*** for an arc distance of ***19.75 feet*** to a point on the westerly right of way line of Fremont Boulevard as shown on said Map;

THENCE along said right-of-way, ***South 23°57'04" West, 1.86 feet;***

THENCE leaving said right-of-way, along a line parallel to and lying 8.00 feet southerly, measured at right angles, to the northerly line of said Lot 1, ***North 86°57'59" West, 87.67 feet;***

THENCE along a curve to the left having a radius of ***163.00 feet***, through a central angle of ***66°38'28"*** for an arc distance of ***189.59 feet;***

THENCE ***South 63°36'27" East, 6.00 feet;***

THENCE along a line parallel to and lying 14.00 feet easterly, measured at right angles, to the westerly line of said Lot 1, ***South 26°23'33" West, 186.22 feet*** to a point on the southerly line of said Lot 1;

June 11, 2020
Job No. SNR19-4010-00
Page 2 of 2

EXHIBIT "A"

THENCE along said southerly line, ***North 62°30'07" West, 14.00 feet*** to the **POINT OF BEGINNING.**

Containing 0.111 acres, more or less.

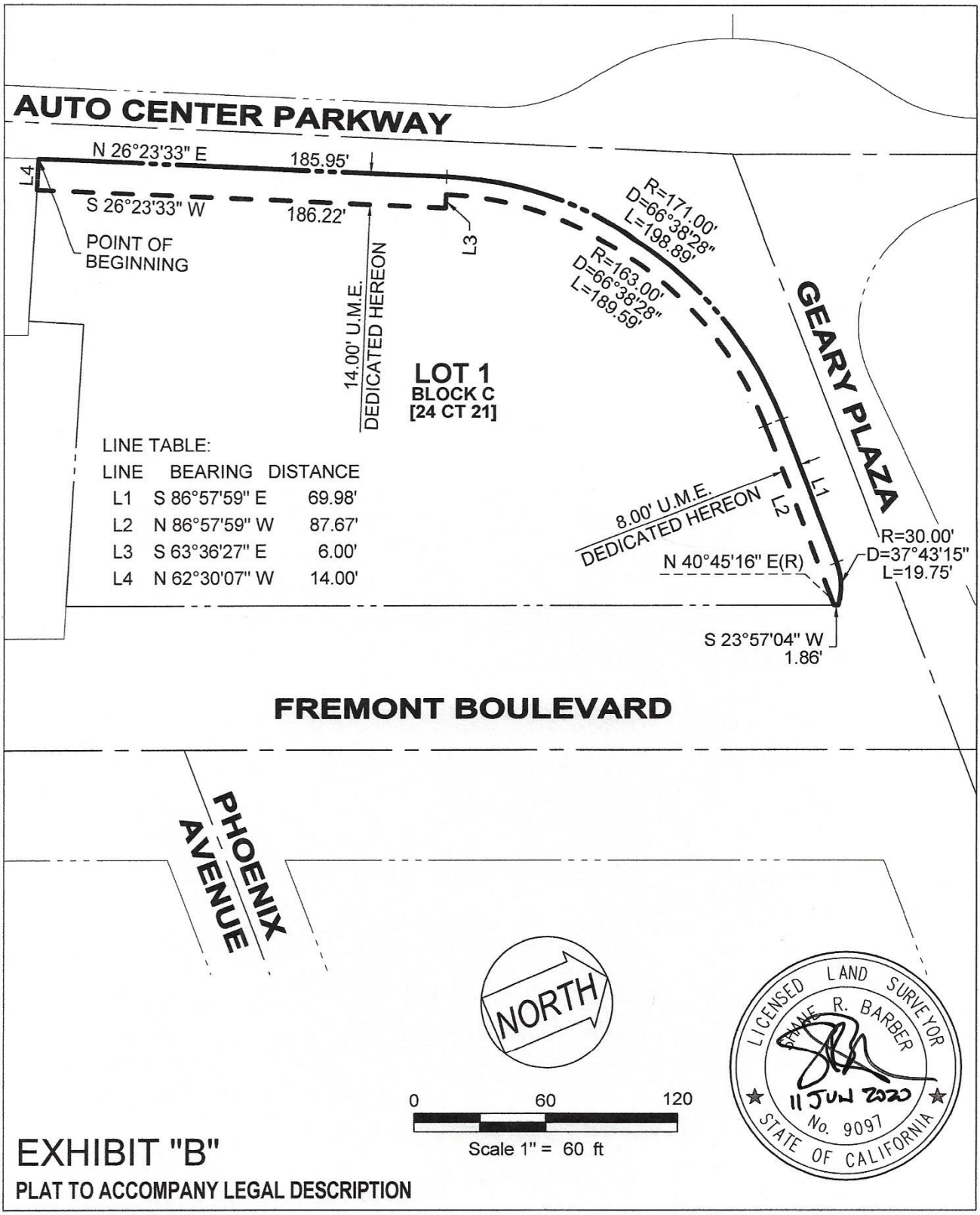
As shown on **"EXHIBIT B"** attached hereto and by this reference made a part hereof.

Legal Description was prepared by Barber Surveying, Inc. for Ware Malcomb.

Date 11 JUN 2020

Shane R. Barber LS 9097

LICENSED LAND SURVEYOR
SHANE R. BARBER
9097
STATE OF CALIFORNIA



LINE TABLE:

LINE	BEARING	DISTANCE
L1	S 86°57'59" E	69.98'
L2	N 86°57'59" W	87.67'
L3	S 63°36'27" E	6.00'
L4	N 62°30'07" W	14.00'

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION

architecture
planning
interiors
graphics
civil engineering

WARE MALCOMB
Leading Design for Commercial Real Estate

4683 chabot drive. suite 300
pleasanton. california 94588
P 925.244.9620
f 925.244.9621

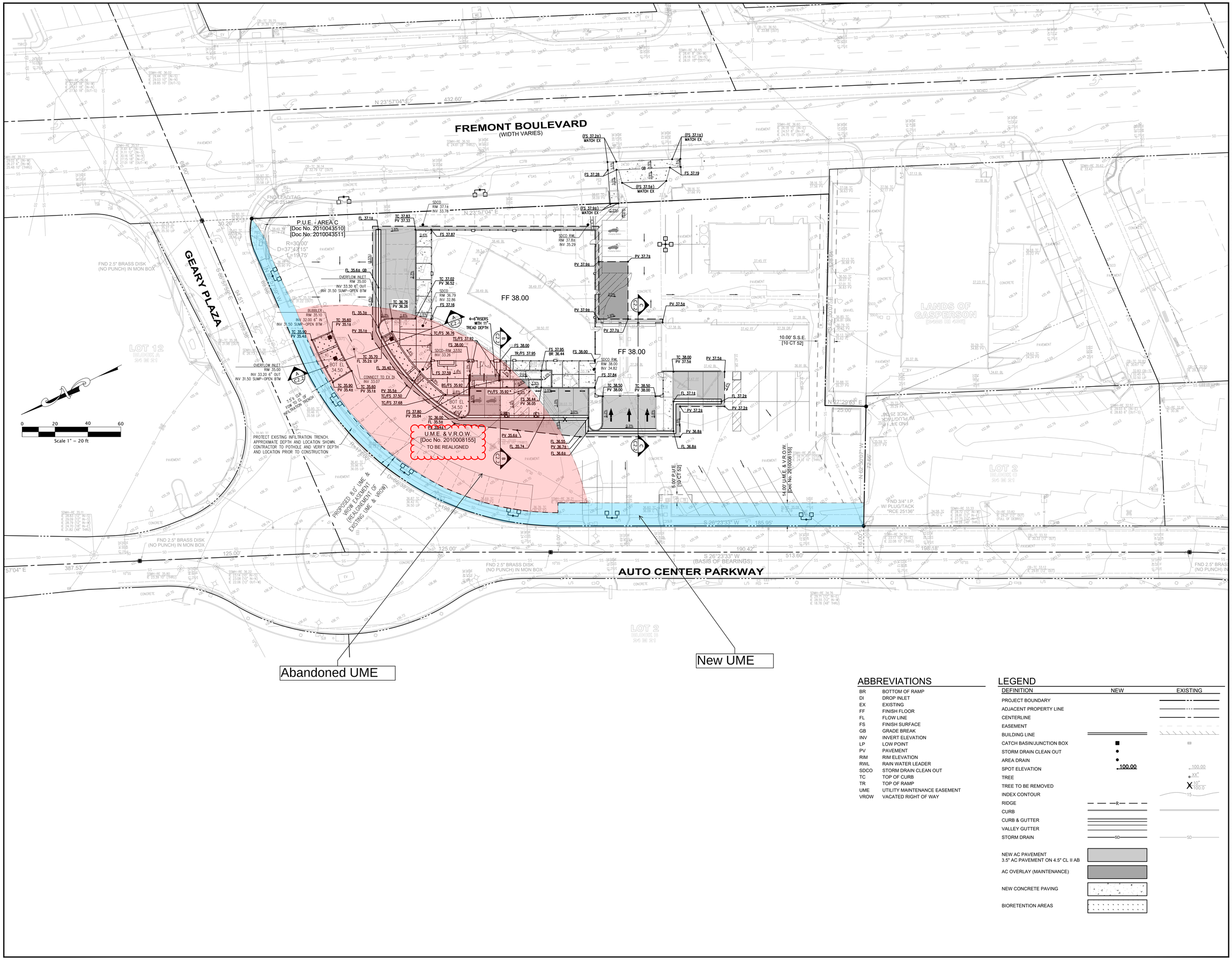
BARBER SURVEYING, Inc.
713 Nacomis Court (925) 344-6461
Tracy, CA 95304

PROJECT:	DATE :
GEARY PLAZA	JUNE 2020
JOB NO.: SNR19–4010–00	SCALE: 1" = 60'

SHEET
1 of 1

USER: Shane Barber B:\2019\19_040\DWG\SURVEY\PLATS\UME DEDICATION\C-PLAT-UME.dwg JUNE 11, 2020 3:20 PM

CAUTION: IF THIS SHEET IS NOT 30"x42" IT IS A REDUCED PRINT



ABBREVIATIONS

BR	BOTTOM OF RAMP
DI	DROP INLET
EX	EXISTING
FF	FINISH FLOOR
FL	FLOW LINE
FS	FINISH SURFACE
GB	GRADE BREAK
INV	INVERT ELEVATION
LP	LOW POINT
PV	PAVEMENT
RIM	RIM ELEVATION
RWL	RAIN WATER LEADER
SDCO	STORM DRAIN CLEAN OUT
TC	TOP OF CURB
TR	TOP OF RAMP
UME	UTILITY MAINTENANCE EASEMENT
VROW	VACATED RIGHT OF WAY

LEGEND

DEFINITION	NEW	EXISTING
PROJECT BOUNDARY		
ADJACENT PROPERTY LINE		
CENTERLINE		
EASEMENT		
BUILDING LINE		
CATCH BASIN/JUNCTION BOX		
STORM DRAIN CLEAN OUT		
AREA DRAIN		
SPOT ELEVATION	100.00	100.00
TREE		XX"
TREE TO BE REMOVED		10" 100.0
INDEX CONTOUR		15
RIDGE	R	
CURB		
CURB & GUTTER		
VALLEY GUTTER		
STORM DRAIN	SD	SD
NEW AC PAVEMENT 3.5" AC PAVEMENT ON 4.5" CL II AB		
AC OVERLAY (MAINTENANCE)		
NEW CONCRETE PAVING		
BIORETENTION AREAS		

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architecture
planning
interiors
graphics
civil engineering
4683 chabot drive, suite 300
pleasanton, california 94588
p 925.244.6000
f 925.244.6021

REGISTERED PROFESSIONAL ENGINEER
MICHAEL G. MURPHY
No. 43696
Exp. 3/31/2021
CIVIL
STATE OF CALIFORNIA

CYPRESS COAST SUBARU
2 GEARY PLAZA
SEASIDE, CA

GRADING PLAN

DATE	REMARKS
12/24/2019	ISSUE FOR PERMIT
02/26/2020	SECOND SUBMITTAL

DATE	REMARKS

PA / PM:	B.NGUYEN
DRAWN BY:	STAFF
JOB NO.:	SNR19-4010-00

SHEET
C2.0

THESE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY AND COPYRIGHT OF WARE MALCOMB AND SHALL NOT BE USED ON ANY OTHER WORK EXCEPT BY AGREEMENT WITH WARE MALCOMB. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS AND SHALL BE VERIFIED ON THE JOB SITE. ANY DISCREPANCY SHALL BE BROUGHT TO THE NOTICE OF WARE MALCOMB PRIOR TO THE COMMENCEMENT OF ANY WORK.

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CITY OF SEASIDE
STAFF REPORT

Item No.: 7.H.

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

FROM: Craig Malin, City Manager

BY: Lesley Milton, Assistant City Manager

DATE: June 18, 2020

SUBJECT: **ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT REAL PROPERTY FROM THE FORT ORD REUSE AUTHORITY TO THE CITY OF SEASIDE**

PURPOSE & RECOMMENDATION

Adopt Resolution authorizing the City Manager to execute and accept Property Transfer from the Fort Ord Reuse Authority to the City of Seaside

BACKGROUND

The Fort Ord Reuse Authority has been holding property pursuant to an environmental services clean up agreement. The clean up has been completed and the Army has issued a revised CERCLA warrranty for the property which allows the property to be used for its planned purpose. The properties are subject to certain development and safety protocols which are outlined in Land Use Controls and Implementation Program (LUCIP) and Covenants Restricting the Use of Property (CRUPS).

The property transferred pursuant to this Quitclaim Deed includes among others, the long awaited real property to the east of General Jim Moore Boulevard bordering BLM and the medical officer's barracks and other properties as outlined in the attached deed.

Because of the complexity of getting all the sign offs, the most recent version of the Army's Quitclaim deed and cover sheet are attached. A template of the final transfer deed is attached and will be completed with the terms and conditions specific to

Seaside. Because of the timing, we are requesting signature authority to meet the June 30, 2020 deadline.

FISCAL IMPACT

Upon transfer of ownership from FORA to Seaside, Seaside will bear full responsibiliity for caretaking the land and liabilities that occur on the land. The actual costs are unknown and will depend upon ultimate sale, transfer or reuse of the properties.

ATTACHMENTS

1. Resolution Accepting Property
2. Recorder Pre-Check Seaside Deed - Part 1_1
3. Recorder Pre-Check Seaside Deed - Part 2
4. Recorder Pre-Check Seaside Deed - Part 3
5. FORA Seaside ESCA Out-deed (Parcels E18.1.1, E18.1.3, E18.4,E20c.2, E23.1, E23.2, E24, and E34)

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE AUTHORIZING THE CITY MANAGER ON BEHALF OF THE CITY TO ACCEPT PROPERTY FROM THE FORT ORD REUSE AUTHORITY

WHEREAS, on June 30, 2020, the Fort Ord Reuse Authority ("FOR A") will dissolve by operation of law; and

WHEREAS, the Fort Ord Reuse Authority has been holding property pursuant to a Finding of Suitability for Early Transfer and performing remediation as an Army response contractor pursuant to the terms of an Environmental Services Cooperative Agreement; and

WHEREAS, State law, Government Code section 67678 and the Implementation Agreement between the Fort Ord Reuse Authority and the City of Seaside require that the Fort Ord Reuse Authority transfer the property at the earliest possible time; and

WHEREAS, the Fort Ord Reuse Authority has or shortly will receive a document from the Army removing the restrictions that precluded the properties from being developed prior to their remediation, all with the concurrence of the California Department of Toxic Substance Control and the Federal Environmental Protection Agency; and

WHEREAS, upon the transfer and acceptance by the City of Seaside, the City will become responsible for all costs associated with the caretaking, policing, maintenance and management of the property.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby authorize the City Manager, to accept the properties from the Fort Ord Reuse Authority, subject to final review and approval by the City Attorney.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 18th day of June, 2020 by the following vote:

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

_____
Ian N. Oglesby, Mayor

ATTEST:

_____

Lesley Milton, City Clerk

APPROVED AS TO FORM:

_____
CITY ATTORNEY

WHEN RECORDED MAIL TO:

KUTAK ROCK LLP

1625 EYE STREET, NW, SUITE 800

WASHINGTON, DC 20006

ATTN: GEORGE R. SCHLOSSBERG, ESQ.

RECORDER PRE-CHECK

THIS SPACE FOR RECORDER'S USE ONLY

QUITCLAIM DEED
TO EXTINGUISH CERTAIN LAND USE CONTROLS AND
TO MODIFY CERTAIN LAND USE CONTROLS AND ISSUE CERCLA WARRANTY
PARCELS E18.1.1, E18.1.3, E18.4, E20c.2, E23.1, E23.2, E24, and E34
FORMER FORT ORD, CITY OF SEASIDE, CALIFORNIA, COUNTY OF MONTEREY, CALIFORNIA
ENVIRONMENTAL RESTRICTION

Reason for exemption:

☐ Not related to real property - GC 27388.1(a)(1)

☐ Recorded concurrently and in connection with a transfer subject to the imposition of Documentary Transfer Tax - GC 27388.1(a)(2)(A)

☐ Transfer of real property that is a residential dwelling to an owner-occupier - GC 27388.1(a)(2)(B)

☐ Recorded concurrently and in connection with a transfer of real property that is a residential dwelling to an owner-occupier - GC 27388.1(a)(2)(B)

☐ Maximum $225.00 fee per transaction reached - GC 27388.1(a)(1)

☐ A real estate instrument, paper, or notice executed or recorded by the federal government in accordance with the Uniform Federal Lien Registration Act (Title 7 (commencing with Section 2100) of Part 4 of the Code of Civil Procedure) - GC 27388.1(a)(2)(C)

■ A real estate instrument, paper, or notice executed or recorded by the state, or county, municipality, or other political subdivision of the state - GC 27388.1(a)(2)(D)

THIS PAGE IS ADDED TO PROVIDE DECLARATION OF GC 27388.1 FEE EXEMPTION

FORT ORD REUSE AUTHORITY
OFFICIAL BUSINESS
REQUEST DOCUMENT TO BE RECORDED
AND EXEMPT FROM RECORDING FEES
PER GOVERNMENT CODE 27383

Recording requested by and
when recorded mail to:

KUTAK ROCK LLP
1625 "EYE" STREET NW, STE 800
WASHINGTON DC 20006
ATTN: GEORGE R. SCHLOSSBERG, ESQ.

Recorder Pre-Check

(Space Above This Line For Recorder's Use Only)

Documentary Transfer Tax **$0-government agency, exempt from DTT**
_____Computed on full value of property conveyed
_____Computed on full value less liens and encumbrances remaining at time of sale

QUITCLAIM DEED
TO EXTINGUISH CERTAIN LAND USE CONTROLS
AND
TO MODIFY CERTAIN LAND USE CONTROLS
AND
ISSUE CERCLA WARRANTY
PARCELS E18.1.1, E18.1.3, E18.4, E20c.2, E23.1, E23.2, E24, and E34
FORMER FORT ORD
CITY OF SEASIDE, CALIFORNIA
COUNTY OF MONTEREY, CALIFORNIA

ENVIRONMENTAL RESTRICTION

THIS QUITCLAIM DEED is made and entered into on the _____ day of _____, 20____ between the **UNITED STATES OF AMERICA** (hereinafter referred to as the "Grantor") acting by and through the Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, under the authority of the provisions of Pub. L. No. 107-217 (116 Stat. 1062), 40 U.S.C. § 101, *et seq.,* as amended; section 2905(b)(4) of the Defense Base Closure and Realignment Act of 1990, (part A of title XXIX of Pub. L. No. 101-510; 10 U.S.C. § 2687 note), as amended; and section 120(h)(3)(C)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, and the **FORT ORD REUSE AUTHORITY** (hereinafter referred to as the "Grantee").

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS Grantor conveyed approximately 598.403 acres of property designated as Parcels E18.1.1, E18.1.3, E18.4, E20c.2, E23.1, E23.2, E24, and E34, County of Monterey,

State of California (hereinafter referred to as the "Property"), as more particularly shown and described in **Exhibit A**, attached hereto and made a part hereof, to Grantee by deed recorded on May 8, 2009 by the Monterey County Recorder, Salinas, California as Document Number 2009028282 (hereinafter referred to as the "Prior Deed") and the first deed amendment recorded on May 11, 2010 by the Monterey County Recorder, Salinas, California (hereinafter referred to as the "Deed Amendment No. 1"); and

WHEREAS, the provision of the covenant otherwise required to be included in the Prior Deed and Deed Amendment No.1 pursuant to 42 U.S.C. § 9620(h)(3)(A)(ii)(I) was deferred pursuant to 42 U.S.C. § 9620(h)(3)(C)(i); and

WHEREAS the Grantor has determined that all response action necessary to protect human health and the environment has been taken with respect to any hazardous substance remaining on the Property as of the date of its conveyance to the Grantee in the Prior Deed and Deed Amendment No.1; and

WHEREAS the Grantor has determined that certain land use restrictions on the Property established in the Environmental Protection Provisions (EPP) of Exhibit D to the Prior Deed may now be extinguished or modified consistent with the protection of human health and the environment.

NOW, THEREFORE, the Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and forever quitclaim unto the Grantee, its successors and assigns, all right, title, and interest held by the Grantor for:

The purpose of prohibiting or restricting the use of the Property for residential purposes, and the Grantor does hereby terminate and extinguish the said residential use restriction on the portion of Parcels E18.1.1-A, E181.1-B, E18.3-S, E18.4-S, E20c.2-T, E23.1, E23.2, E24, and E34 identified as the "Residential Area" as [shown][described in the table] in **Exhibit B**, attached hereto and made a part hereof; excepting therefrom, however, the portion of Parcels E23.1 and E23.2 [shown][described] as Parcel "HA-18 D" and the portion of Parcel E24 [shown][described] as Parcel "HA-23 D" in Exhibit C, attached hereto and made a part hereof. Residential use includes, but is not limited to, single family or multi-family residences; child care facilities; nursing home or assisted living facilities; and any type of educational purpose for children/young adults in grades kindergarten through 12; and

The purpose of restricting access to the Property for any purposes other than activities associated with the investigation and remediation of munitions and explosives of concern (MEC) and installation of utilities and roadways until the U.S. Environmental Protection Agency (EPA), in consultation with the California Department of Toxic Substances Control (DTSC), has certified the completion of remedial action, and the Grantor does hereby terminate and extinguish the said access restriction on the Property.

The purpose of not allowing access to the portions of the Property within or adjacent to the historical boundaries of the Impact Area by unauthorized personnel. The Grantor does hereby terminate and extinguish the said access restriction on the Property.

RESERVING, HOWEVER, to the Grantor and its assigns the perpetual and assignable right to require, and does hereby require, the Grantee, its successors and assigns to:

Not use the portion of Parcels E23.1 and E23.2 identified as Parcel "HA 18 D" in **Exhibit C**, attached hereto and made a part hereof, for residential purposes, and not use the portion of Parcel E24 identified as Parcel "HA 23 D" in **Exhibit C** for residential purposes. Residential use includes, but is not limited to, single family or multi-family residences; child care facilities; nursing home or assisted living facilities; and any type of educational purpose for children/young adults in grades kindergarten through 12; and

Obtain munitions recognition and safety training when conducting, or permitting others to conduct, any ground-disturbing or intrusive activities on the Property. Prior to conducting or permitting ground-disturbing or intrusive activities, the Grantee, its successors and assigns, as appropriate, shall provide to personnel performing such activities the then current "3Rs Safety Guide, Former Fort Ord Army Installation" as shown in **Exhibit D** (hereinafter "3Rs Safety Guide") and the then current "Safety Alert, Ordnance and Explosives at former Fort Ord" in **Exhibit E**, both of which in their current format are attached hereto and made a part hereof; and

Ensure that personnel performing such activities receive site-specific munitions recognition and safety training administered by project safety personnel prior to conducting ground-disturbing or intrusive activities on the Property under a construction support plan. The site-specific training shall include review of procedures for site-specific implementation of the 3Rs Safety Guide and emphasize the site-specific actions to be followed to ensure a safe working environment; and

Obtain construction support by MEC-qualified personnel when conducting, or permitting others to conduct, ground-disturbing or intrusive activities on the Property. The Grantee, its successors and assigns, as appropriate, shall coordinate with the Department of the Army, the EPA, and the DTSC to determine appropriate construction support requirements, including the use of anomaly avoidance techniques that are consistent with the latest version of the Land Use Control Implementation Plan/Operation and Maintenance Plan (LUCIP/OMP) for the Property. The LUCIP/OMP can be found in the Army's Administrative Record, required for sites listed on the National Priorities List (NPL) by 40 CFR § 300.800; the Army's Administrative Record can be accessed at https://fortordcleanup.com/documents/administrative-record/.

THE GRANTEE COVENANTS for itself, its successors and assigns, it will comply with the modified land use controls set forth above.

NOTICE IS HEREBY PROVIDED to the Grantee, its successors and assigns that portions of the Impact Area Munitions Response Area (MRA) on the Fort Ord National Monument adjacent to the Property may contain MEC hazards and public access to the MRA shall not be allowed until such time as the Grantor, in its sole discretion, determines that all necessary munitions response actions in the MRA are complete.

PURSUANT TO section 120(h)(3)(C)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(C)(iii)), the United States warrants that all response action necessary to protect human health and the environment with respect to any substance remaining on the Property on the date of transfer has been taken.

IN WITNESS WHEREOF, the Grantor has caused this deed to be executed in its name by the Director of Real Estate, this _____ day of _____, 20____.

UNITED STATES OF AMERICA

By: _____
BRENDA M. JOHNSON-TURNER
Director of Real Estate
U.S. Army Corps of Engineers, Headquarters

ACKNOWLEDGMENT

DISTRICT OF COLUMBIA: SS

I, _____, a Notary Public in and for the District of Columbia, do hereby certify that this _____ day of _____, 20____, Brenda M. Johnson-Turner, Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, known to me or proven to me through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by her for the purposes therein stated and that she had due authority to sign the document in the capacity therein stated.

_____
Notary Public

My commission expires the _____ day of _____, 20____.

ACCEPTANCE:

This is to certify that the interest in real property conveyed by the deed or grant dated July 3, 2014 from the Fort Ord Reuse Authority ("FORA") to FORA, a political corporation and/or governmental agency is hereby accepted by the undersigned officer or agent on behalf of the Board of Directors of FORA pursuant to authority conferred by resolution of the Board of Directors of FORA adopted on June 4, 2020, and the grantee consents to recordation thereof by its duly authorized officer.

FORT ORD REUSE AUTHORITY

By: _____
Joshua Metz
Executive Officer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA,
COUNTY OF MONTEREY

On _____ before me, _____, (name of notary public) personally appeared Joshua Metz who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and who acknowledged to me that he/she/they executed the same in their authorized capacity(ies), and by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(Signature of Notary)

Parcel B
EDC E18.1.1, E18.1.3, E18.4, E20c.2
FOSET 5
City of Seaside
Fort Ord Military Reservation
Monterey County, California

Legal Description

SITUATE within a portion of Parcel 1, "Seaside IV-A", as it is shown on that certain map recorded in Volume 23 of Surveys at Page 99, being also a portion of the former Fort Ord Military Reservation as it is shown on that certain map recorded in Volume 19 of Surveys at Page 1, Official Records of Monterey County, being within Monterey City Lands Tract No. 1, County of Monterey, State of California; being more particularly described as follows:

BEGINNING at a point on the common boundary of said Parcel 1, "Seaside IV-A" and "Monterey County III", as it is shown on that certain map recorded in Volume 23 of Surveys at Page 105, from which the most southerly common corner to said Parcel 1, "Seaside IV-A" and "Monterey County III" bears North 18° 59' 46" East 643.03 feet, thence from said Point of Beginning leaving said common boundary

1. South 67° 55' 10" West for a distance of 1349.12 feet; thence
2. North 23° 08' 25" East for a distance of 328.27 feet; thence
3. North 32° 56' 21" East for a distance of 191.85 feet; thence
4. North 15° 17' 52" East for a distance of 202.27 feet; thence
5. North 32° 02' 26" East for a distance of 81.20 feet; thence
6. North 55° 17' 38" East for a distance of 117.39 feet; thence
7. North 25° 17' 41" East for a distance of 86.21 feet; thence
8. North 08° 55' 19" East for a distance of 459.44 feet; thence
9. North 23° 46' 06" East for a distance of 325.93 feet; thence
10. North 09° 23' 24" East for a distance of 279.94 feet; thence
11. North 66° 58' 08" West for a distance of 344.31 feet; thence
12. North 80° 45' 00" East for a distance of 257.60 feet; thence
13. North 09° 15' 00" West for a distance of 201.11 feet; thence

Parcel B
EDC E18.1.1, E18.1.3, E18.4, E20c.2
FOSET 5
City of Seaside
Fort Ord Military Reservation
Monterey County, California

14. South 80° 45' 00" West for a distance of 200.81 feet; thence

15. North 01° 00' 07" East for a distance of 180.36 feet to an angle point on the common boundary of said "Seaside IV-A" and Parcel 1 "Monterey Institute of International Studies" as it is shown on that certain map recorded in Volume 19 of Surveys at Page 22; thence along said common boundary

16. North 48° 07' 00" East for a distance of 1064.32 feet; thence

17. North 41° 53' 00" West for a distance of 791.67 feet to the beginning of a tangent curve; thence

18. Along a curve to the right, through a central angle of 30° 00' 00", having a radius of 150.00 feet, for an arc length of 78.54 feet, and whose long chord bears North 26° 53' 00" West for a distance of 77.65 feet to a point of intersection with a tangent line; thence

19. North 11° 53' 00" West for a distance of 74.90 feet to the beginning of a tangent curve; thence

20. Along a curve to the left, through a central angle of 58° 58' 20", having a radius of 50.00 feet, for an arc length of 51.46 feet, and whose long chord bears North 41° 22' 10" West for a distance of 49.22 feet to a point of intersection with a tangent line on the southeasterly boundary of Parcel 10, as it is shown on that certain map recorded in Volume 21 of Surveys at Page 83; thence leaving said common boundary of "Seaside IV-A" and Parcel 1 "Monterey Institute of International Studies" and following said southeasterly boundary of Parcel 10

21. South 70° 51' 20" East for a distance of 85.39 feet; thence

22. North 02° 22' 00" East for a distance of 1023.31 feet to the beginning of a tangent curve; thence

23. Along a curve to the right, through a central angle of 20° 00' 00", having a radius of 618.00 feet, for an arc length of 215.72 feet, and whose long chord bears North 12° 21' 60" East for a distance of 214.63 feet to a point of intersection with a non-tangential line; thence

24. North 22° 22' 00" East for a distance of 180.11 feet to the beginning of a tangent curve; thence

25. Along a curve to the left, through a central angle of 01° 16' 27", having a radius of 812.00 feet, for an arc length of 18.06 feet, and whose long chord bears North 21° 43' 46" East for a distance of 18.06 feet to a point of intersection with a non-tangential line on the common

Parcel B
EDC E18.1.1, E18.1.3, E18.4, E20c.2
FOSET 5
City of Seaside
Fort Ord Military Reservation
Monterey County, California

boundary of said "Seaside IV-A" and Parcel 5, as it is shown on that certain map recorded in Volume 21 of Surveys at Page 83; thence leaving said southeasterly boundary of Parcel 10 and following said common boundary of "Seaside IV-A" and Parcel 5

26. South 56° 19' 00" East for a distance of 75.47 feet; thence

27. North 42° 00' 00" East for a distance of 367.65 feet to an angle point on the common boundary of said "Seaside IV-A" and Parcel 6, as it is shown on that certain map recorded in Volume 21 of Surveys at Page 83; thence leaving said common boundary of "Seaside IV-A" and Parcel 5 and following said common boundary of "Seaside IV-A" and Parcel 6

28. South 68° 35' 00" East for a distance of 295.00 feet; thence

29. South 87° 49' 30" East for a distance of 931.01 feet; thence

30. North 02° 13' 54" East for a distance of 590.93 feet; thence

31. South 87° 46' 06" East for a distance of 210.20 feet; thence

32. North 02° 13' 54" East for a distance of 238.37 feet to a point on the southerly boundary of EDC Parcel E18.2.1; thence leaving said common boundary of "Seaside IV-A" and Parcel 6 and following said southerly boundary

33. South 87° 45' 32" East for a distance of 599.31 feet to a point on said common boundary of "Seaside IV-A" and "Monterey County III"; thence leaving said southerly boundary of EDC Parcel E18.2.1 and following said common boundary

34. South 18° 59' 46" West a distance of 5994.12 feet to the POINT OF BEGINNING;

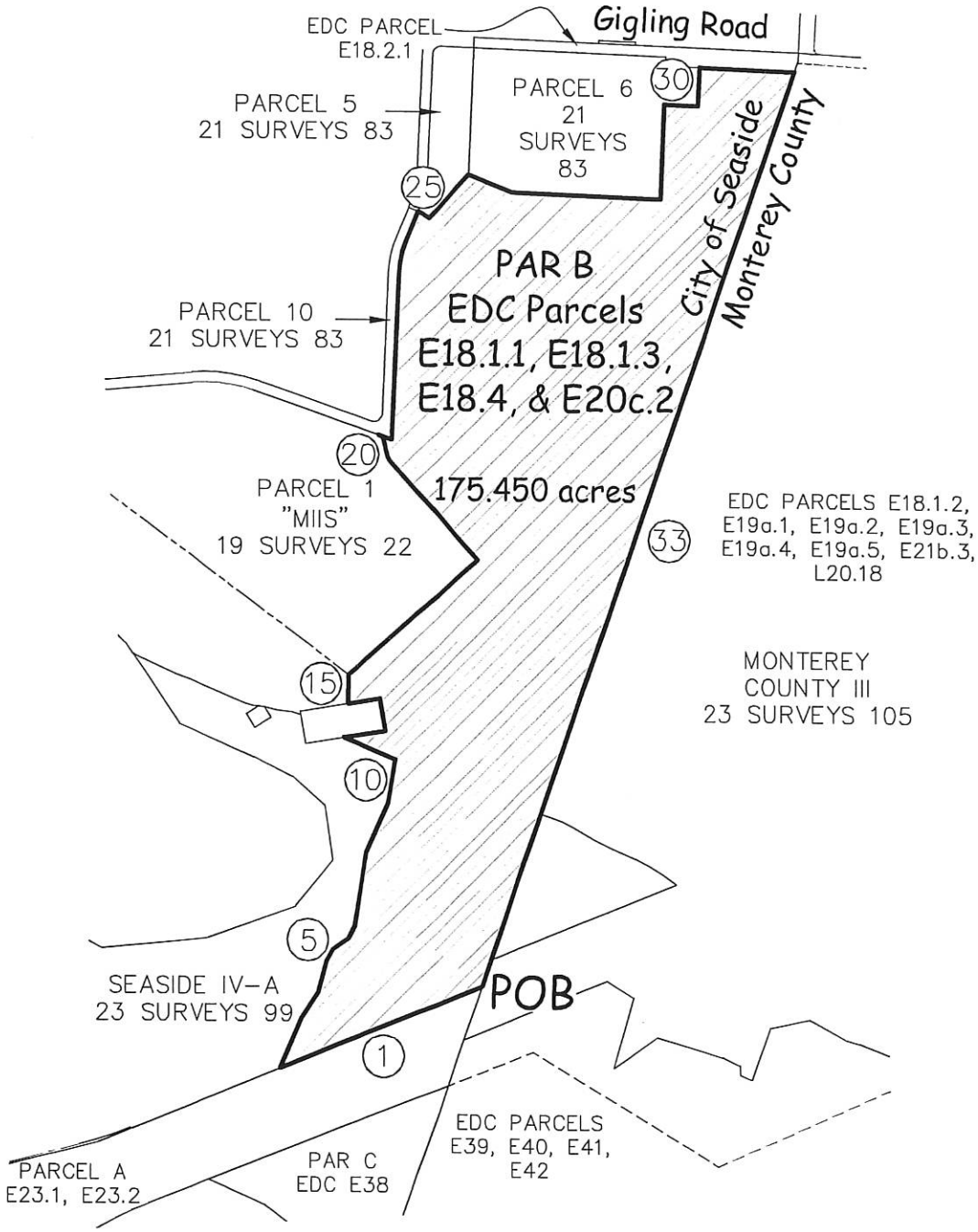
Containing an area of 175.455 acres, more or less.

This legal description was prepared by

_____
Lynn A. Kovach L.S. 5321
My license expires December 31, 2007

EXHIBIT
of
Parcel B
EDC Parcels E18.1.1, E18.1.3, E18.4, E20c.2
Being a Portion of
Parcel 1, "Seaside IV-A" as shown on Vol. 23 of Surveys at Page 99
Fort Ord FOSET 5
City of Seaside Jurisdiction
Lying within the Fort Ord Military Reservation
as shown on Vol. 19 of Surveys at Page 1
Being also within Monterey City Lands Tract No. 1
Monterey County, California

Not to Scale



Note: Course Numbers Refer to the Legal Description.

EXHIBIT "A"
LEGAL DESCRIPTION
EDC PARCEL 23.1
RESIDENTIAL AND NON-RESIDENTIAL DESIGNATIONS

Certain real property situate in the City of Seaside, County of Monterey, State of California, described as follows:

Being a portion of that certain real property shown as Parcel A, EDC Parcels E23.1 and E23.2 on that certain map filed on February 12, 2008 as Volume 29 Surveys at Page 106 of said County, more particularly described as follows:

RESIDENTIAL AREA:
The area described below in courses 1-14 excepting therefrom the Non-Residential Areas as defined below.

Beginning at the northwesterly terminus of the course shown as North 31°56'06" West, 1505.05 feet on said map, said point also being on the easterly line of Parcel 1 "Seaside IV-B" as said parcel is shown on the map filed for record as Volume 23 Surveys at Page 95; thence following the northerly boundary of said Parcel A

1) North 19°26'42" East, 17.69 feet; thence

2) Northeasterly 37.58 feet along the arc of a tangent curve to the right having a radius of 30.00 feet, through a central angle of 71°46'22"; thence

3) South 88°46'56" East, 566.16 feet; thence

4) Easterly 321.69 feet along the arc of a tangent curve to the left having a radius of 740.00 feet, through a central angle of 24°54'26"; thence

5) North 66°18'38" East, 90.01 feet; thence

6) Northeasterly 232.25 feet along the arc of a tangent curve to the left having a radius of 2,040.00 feet, through a central angle of 06°31'23"; thence

7) North 59°47'15" East, 91.01 feet; thence

8) Northeasterly 333.17 feet along the arc of a tangent curve to the left having a radius of 5,040.00 feet, through a central angle of 03°47'15"; thence

9) North 56°00'00" East, 78.22 feet; thence departing said northerly boundary

10) South 26°07'15" East, 1,383.53 feet, more or less to a point on the southerly boundary of said Parcel A, at 121.44 feet a point herein for convenience called Point "A"; thence

along the boundary of said Parcel A

11) Southwesterly 247.53 feet along the arc of a non-tangent curve to the right having a radius of 2,535.00 feet (a radial bearing to the center point of said curve bears North 25°22'01" West), through a central angle of 05°35'41"; thence

12) South 70°13'40" West, 1,207.00 feet; thence

13) Westerly 81.38 feet along the arc of a tangent curve to the left having a radius of 1,975.00 feet, through a central angle of 02°21'39"; thence along the common boundary with said Parcel 1 as shown on Volume 23 Surveys at Page 95

14) North 31°56'06" West, 1,508.05 feet; thence to the **POINT OF BEGINNING.**

Excepting therefrom the two "Non-residential areas" described as follows:

NON-RESIDENTIAL AREA #1:

All that land lying northerly of the following described line.

Beginning at Point "A" as described above: thence

15) South 62°02'00" West, 15.00 feet; thence

16) South 62°17'59" West, 100.00 feet; thence

17) South 62°58'41" West, 100.00 feet; thence

18) South 61°38'49" West, 100.00 feet; thence

19) South 62°19'53" West, 100.00 feet; thence

20) South 59°17'01" West, 200.00 feet; thence

21) South 51°27'39" West, 200.00 feet; thence

22) South 61°16'34" West, 100.00 feet; thence

23) South 51°35'16" West, 150.00 feet; thence

24) South 81°27'58" West, 137.00 feet; thence

25) North 79°21'51" West, 200.00 feet; thence

26) North 70°29'14" West, 200.00 feet; thence

27) North 62°41'28" West, 136.65 feet; thence

28) North 62°41'32" West, 11.27 feet; thence

29) South 20°38'08" West, 122.29 feet; to a point on the westerly boundary of said Parcel A.

Non-Residential Area #1 containing an area of 5.46 acres, more or less.

Non-Residential Area #2:

A strip of land 100 feet wide lying parallel with and northerly of courses 11 through 13 as described above.

Non-Residential Area #2 containing an area of 3.53 acres, more or less.

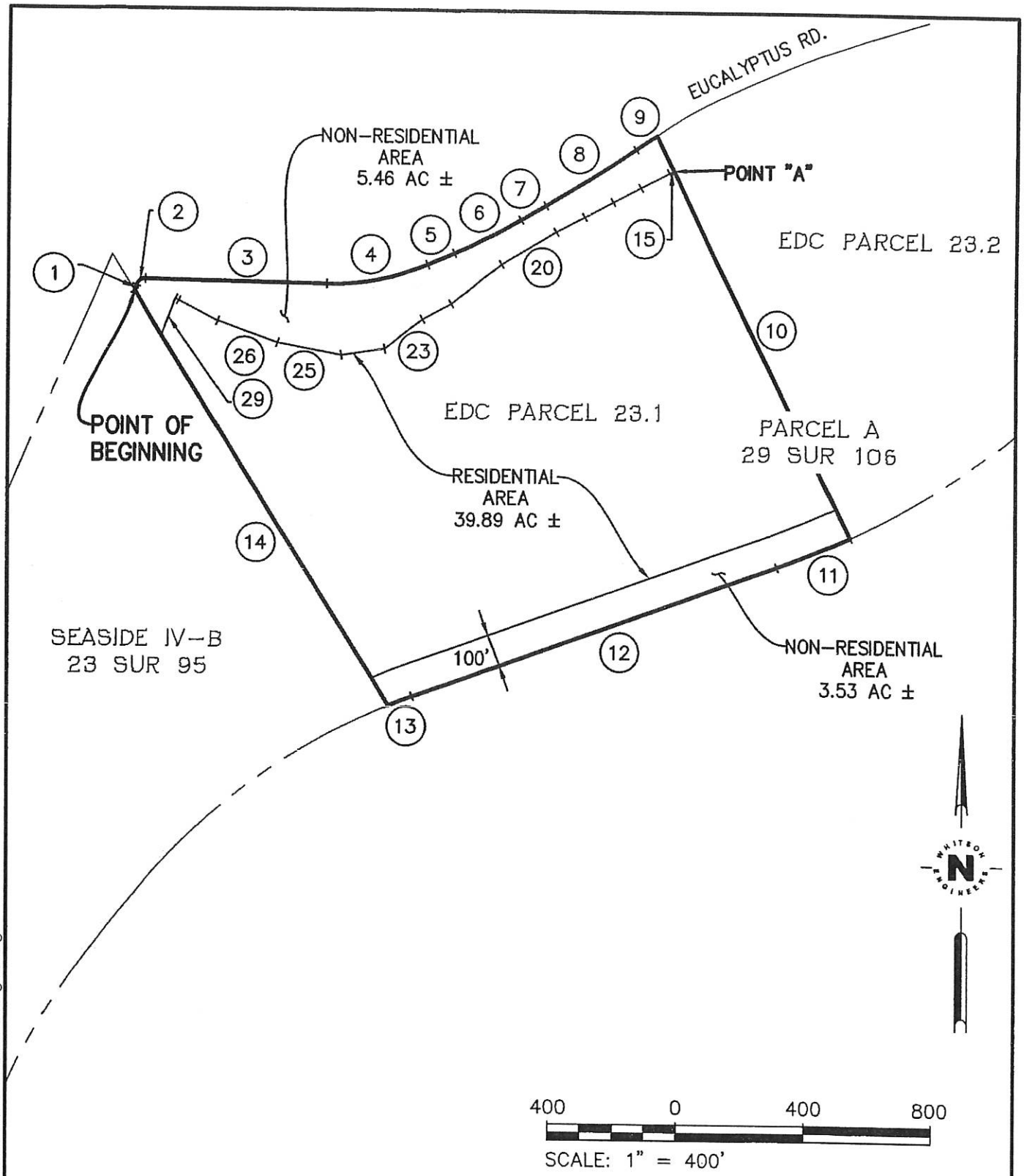
Residential Area containing an area of 39.89 acres, more or less.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS

RICHARD P. WEBER P.L.S.
L.S. NO. 8002
Job No.: 1827.14



PLAT TO ACCOMPANY LEGAL DESCRIPTION

MRA MUNITION CLEANUP AREA
EDC PARCEL 23.1
SEASIDE, CALIFORNIA
4/1/2019

Whitson ENGINEERS

Civil Engineering + Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

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PROJECT No.: 1827.14

EXHIBIT "A"
LEGAL DESCRIPTION
EDC PARCEL 23.2
RESIDENTIAL AND NON-RESIDENTIAL DESIGNATIONS

Certain real property situate in the City of Seaside, County of Monterey, State of California, described as follows:

Being a portion of that certain real property shown as Parcel A on that certain map filed on February 12, 2008 as Volume 29 Surveys at Page 106 of said County, more particularly described as follows:

RESIDENTIAL AREA:
The area described below in courses 1-14 excepting therefrom the Non-Residential Areas as defined below.

Beginning at the most northerly corner of said Parcel A; thence following the boundary of said Parcel A

1) South 18°59'46" West, 643.04 feet; thence

2) South 68°33'01" West, 1,993.60 feet; thence

3) Southwesterly 1,238.25 feet along the arc of a tangent curve to the left having a radius of 2,075.00 feet, through a central angle of 34°11'28"; thence

4) Southwesterly 1,339.45 feet along a reverse curve to the right having a radius of 2,535.00 feet, through a central angle of 30°16'26"; thence departing said Parcel A boundary

5) North 26°07'15" West, 1,383.53 feet, more or less, to a point on the northerly boundary of said Parcel A, at 1262.09 feet a point herein for convenience called Point "A"; thence along said northerly boundary

6) North 56°00'00" East, 54.19 feet; thence

7) Northeasterly 140.93 feet along the arc of a tangent curve to the right having a radius of 960.00 feet, through a central angle of 8°24'41"; thence

8) North 64°24'41" East, 87.67 feet; thence

9) Easterly 494.68 feet along the arc of a tangent curve to the right having a radius of 3,460.00 feet, through a central angle of 08°11'30"; thence

10) North 72°36'11" East, 539.15 feet; thence

11) Easterly 256.87 feet along the arc of a tangent curve to the right having a radius of

4,960.00 feet, through a central angle of 02°58'02"; thence

12) North 75°34'13" East, 101.08 feet; thence

13) North 75°48'43" East, 716.86 feet; thence

14) North 67°55'10" East, 2,562.22 feet; thence to the **POINT OF BEGINNING**.

Excepting therefrom the "Non-residential area" described as follows:

NON-RESIDENTIAL AREA:

All that land lying northerly of the following described line.

Beginning at Point "A" as described above: thence

15) North 62°02'00" East, 84.87 feet; thence

16) North 67°37'44" East, 100.00 feet; thence

17) North 63°51'46" East, 100.00 feet; thence

18) North 62°38'29" East, 199.90 feet; thence

19) North 65°12'27" East, 100.00 feet; thence

20) North 66°23'11" East, 100.00 feet; thence

21) North 73°13'10" East, 100.00 feet; thence

22) North 74°18'20" East, 199.89 feet; thence

23) North 70°28'14" East, 100.00 feet; thence

24) North 72°42'15" East, 100.00 feet; thence

25) North 83°33'07" East, 100.00 feet; thence

26) North 80°51'25" East, 100.00 feet; thence

27) North 62°30'26" East, 100.00 feet; thence

28) North 67°06'43" East, 100.00 feet; thence

29) North 79°04'14" East, 100.00 feet; thence

30) North 74°32'31" East, 100.00 feet; thence

31) North 72°58'21" East, 100.00 feet; thence

32) North 72°20'52" East, 100.00 feet; thence

33) North 70°27'22" East, 100.00 feet; thence

34) North 68°40'19" East, 100.00 feet; thence

35) North 72°04'18" East, 100.00 feet; thence

36) North 71°51'07" East, 100.00 feet; thence

37) North 68°34'33" East, 100.00 feet; thence

38) North 61°25'32" East, 100.00 feet; thence

39) North 74°00'58" East, 104.76 feet; thence

40) North 70°30'23" East, 100.00 feet; thence

41) North 66°12'59" East, 132.00 feet; thence

42) North 63°53'28" East, 200.00 feet; thence

43) North 67°36'01" East, 200.00 feet; thence

44) North 69°21'53" East, 200.00 feet; thence

45) North 71°52'47" East, 200.00 feet; thence

46) North 68°04'34" East, 100.00 feet; thence

47) North 65°46'02" East, 150.00 feet; thence

48) North 62°55'36" East, 100.00 feet; thence

49) North 64°25'33" East, 100.00 feet; thence

50) North 73°09'09" East, 100.00 feet; thence

51) North 68°54'16" East, 78.12 feet; thence

52) North 68°33'56" East, 100.00 feet; thence

53) North 67°15'11" East, 100.00 feet; thence

54) North 62°45'55" East, 100.00 feet; thence

55) North 71°17'16" East, 233.65 feet, more or less, to a point on the easterly boundary of said Parcel A

The Non-Residential area containing 10.74 acres, more or less.

Together with a Non-Residential area described as follows:

A strip of land 100 feet wide lying westerly of course 1 and northerly of courses 2 through 4 as described above.

The Non-Residential area containing 11.55 acres, more or less.

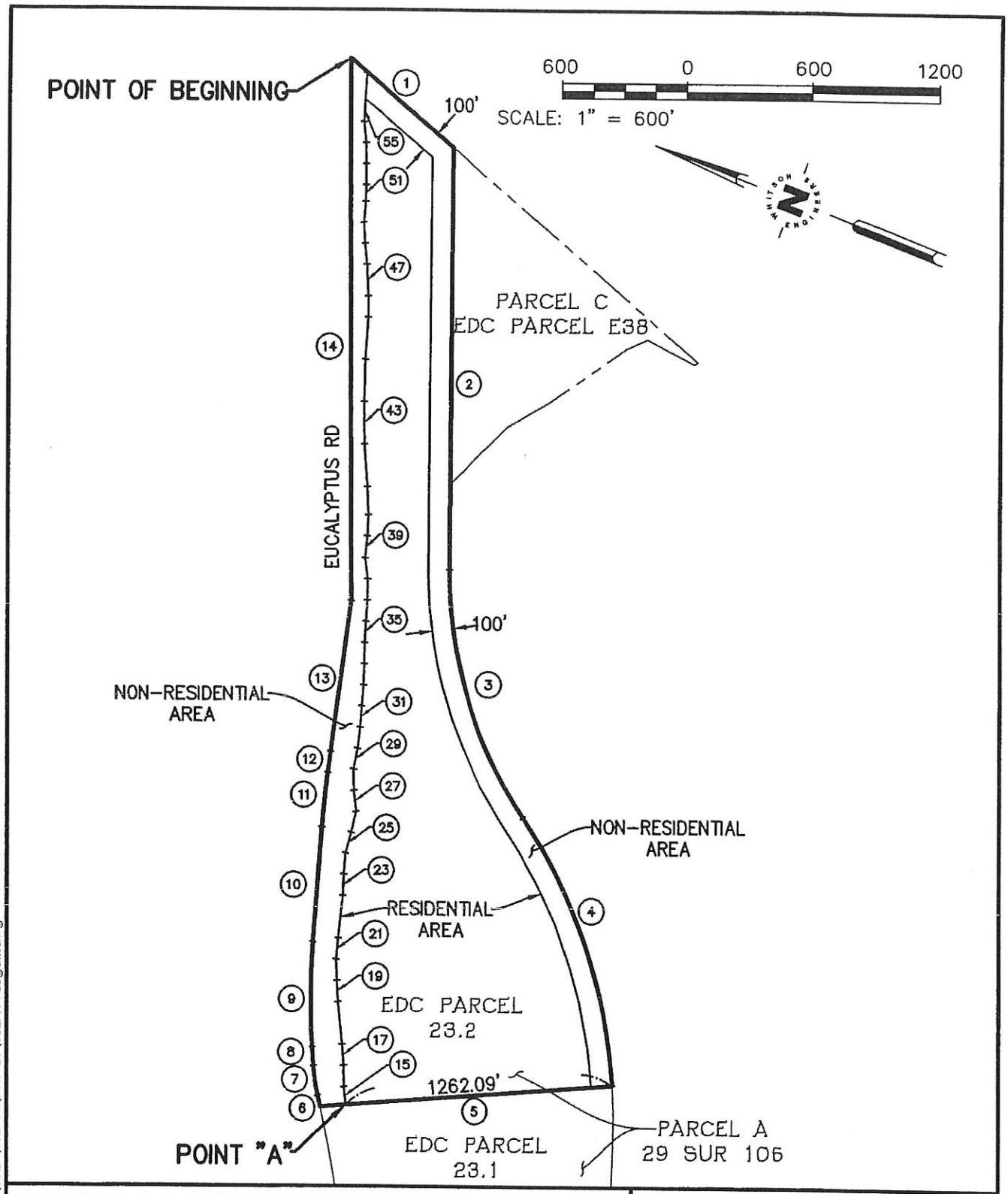
The Residential area containing 56.5 acres, more or less.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS

RICHARD P. WEBER P.L.S.
L.S. NO. 8002
Job No.: 1827.14



PLAT TO ACCOMPANY LEGAL DESCRIPTION

MRA MUNITION CLEANUP AREA
EDC PARCEL 23.2
SEASIDE, CALIFORNIA
4/1/2019

Whitson ENGINEERS

Civil Engineering + Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

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PROJECT No.: 1827.14

EXHIBIT "A"
LEGAL DESCRIPTION
EDC PARCEL 24
RESIDENTIAL AND NON-RESIDENTIAL DESIGNATIONS

Certain real property situate in the City of Seaside, County of Monterey, State of California, described as follows:

Being a portion of that certain real property shown as Parcel 1 on that certain map filed on June 15, 2000 as Volume 23 Surveys at Page 95 of said County, more particularly described as follows:

NON-RESIDENTIAL AREA:
The area described below as courses 1-7 excepting therefrom the Residential Areas as defined below.

Beginning at the southwesterly corner of said Parcel 1; thence following the westerly boundary of said Parcel 1

1) North 23°14'55" East, 4,780.29 feet; thence departing said westerly boundary of said Parcel 1

2) North 89°47'21" East, 1,425.11 feet to a point on the easterly boundary of said Parcel 1, at 201.72 feet a point herein for convenience called Point "A", at 494.07 feet a point herein for convenience called Point "B; thence along the boundary of said Parcel 1

3) South 1°15'12" East, 465.78 feet; thence

4) Southerly 874.39 feet along the arc of a tangent curve to the right having a radius of 2,500.00 feet, through a central angle of 20°02'22"; thence

5) South 18°47'10" West, 1,713.97 feet; thence

6) Southerly 1,522.28 feet along the arc of a tangent curve to the left having a radius of 3,310.00 feet, through a central angle of 26°21'02"; thence

7) North 88°47'40" West, 2,490.65 feet; thence to the **POINT OF BEGINNING.**

Excepting therefrom the "Residential area" described as follows:

RESIDENTIAL AREA:
All that land lying northerly and westerly of following described courses.

Beginning at Point "A" as described above: thence

8) South 20°17'41" West, 235.06 feet, more or less, to a point on the above described Course 1.

9) South 26°45'12" West, 200.00 feet; thence

10) South 18°59'52" West, 200.00 feet; thence

11) South 24°12'50" West, 200.00 feet; thence

12) South 32°15'31" West, 165.00 feet; thence

13) South 26°50'10" West, 150.37 feet; thence

14) South 12°06'45" West, 100.00 feet; thence

15) South 8°41'26" West, 100.00 feet; thence

16) South 22°30'44" West, 100.00 feet; thence

17) South 43°44'43" West, 100.00 feet; thence

18) South 28°26'39" West, 217.50 feet; thence

19) South 13°59'05" West, 200.00 feet; thence

20) South 24°16'38" West, 200.00 feet; thence

21) South 29°19'27" West, 128.51 feet; thence

22) South 24°04'04" West, 130.00 feet; thence

23) South 24°07'08" West, 200.00 feet; thence

24) South 21°21'08" West, 148.00 feet; thence

25) South 28°16'12" West, 100.00 feet; thence

26) South 27°50'47" West, 100.00 feet; thence

27) South 28°49'38" West, 42.18 feet; thence

28) South 25°26'45" West, 60.37 feet; thence

29) South 17°44'32" West, 99.58 feet; thence

30) South 14°33'41" West, 200.00 feet; thence

31) South 33°32'36" West, 100.00 feet; thence

32) South 25°16'31" West, 142.00 feet; thence

33) South 12°43'27" West, 169.32 feet; thence

34) North 87°38'27" West, 205.30 feet; thence

Also excepting herewith the following Residential Area:

Beginning at Point "B" as described above: thence

35) South 18°30'56" West, 103.91 feet; thence

36) South 24°07'06" West, 155.00 feet; thence

37) South 23°35'16" West, 205.41 feet; thence

38) South 13°29'50" West, 200.00 feet; thence

39) South 38°15'43" West, 158.00 feet; thence

40) South 31°29'32" West, 79.63 feet; thence

41) South 35°14'00" West, 87.47 feet; thence

42) South 16°09'03" West, 200.00 feet; thence

43) South 21°32'27" West, 180.00 feet; thence

44) South 31°17'36" West, 102.00 feet; thence

45) South 02°03'47" East, 200.00 feet; thence

46) South 40°11'07" West, 180.00 feet; thence

47) South 36°42'15" West, 200.00 feet; thence

48) South 24°05'42" West, 200.00 feet; thence

49) South 21°06'09" West, 100.00 feet; thence

50) South 21°29'41" West, 200.00 feet; thence

51) South 24°09'53" West, 200.00 feet; thence

52) South 24°36'39" West, 200.00 feet; thence

53) South 23°39'46" West, 200.00 feet; thence

54) South 26°50'25" West, 190.00 feet; thence

55) South 15°17'15" West, 150.00 feet; thence

56) South 16°38'53" West, 150.00 feet; thence

57) South 25°07'50" West, 187.82 feet; thence

58) South 87°38'27" East, 1,518.35 feet, to a point 100 feet distance from the easterly boundary of said Parcel 1; thence continuing 100 feet distance and westerly of the easterly boundary of said Parcel 1

59) Northerly 636.33 feet along the arc of a non-tangent curve to the right having a radius of 3,410.00 feet (a radial bearing to the center point of said curve bears South 81°54'21" East), through a central angle of 10°41'31"; thence

60) North 18°47'10" East, 1,713.97 feet; thence

61) Northerly 839.41 feet along the arc of a tangent curve to the left having a radius of 2,400.00 feet, through a central angle of 20°02'22"; thence

62) North 01°15'12" West, 467.60 feet, more or less, to a point on the above described Course 2.

The Residential areas containing 117.9 acres, more or less.
The Non-Residential area containing 80.3 acres, more or less.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof

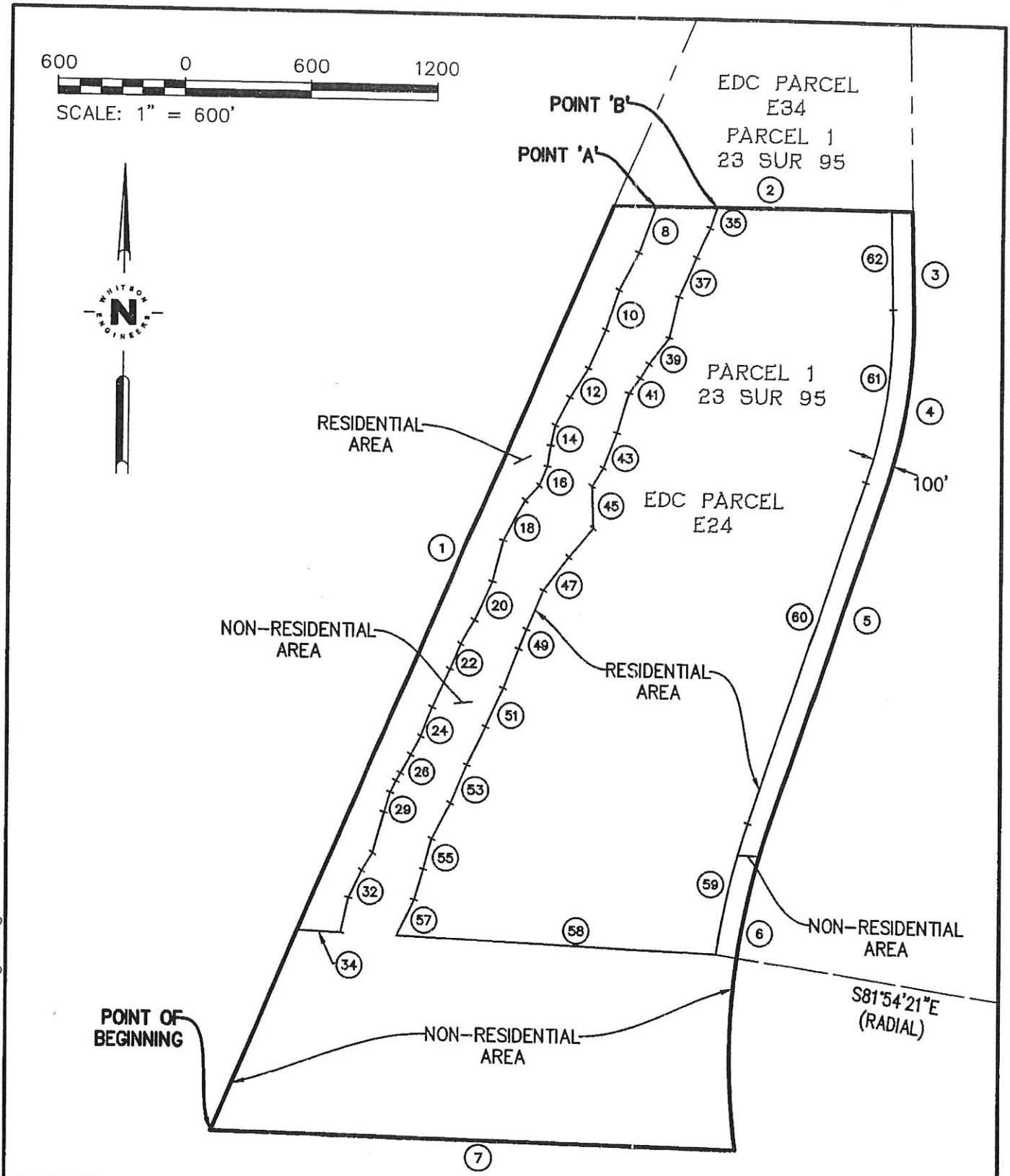
END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS

April 10, 2019

RICHARD P. WEBER P.L.S.
L.S. NO. 8002
Job No.: 1827.14

LICENSED LAND SURVEYOR
RICHARD P. WEBER
No. 8002
STATE OF CALIFORNIA



PLAT TO ACCOMPANY LEGAL DESCRIPTION

MRA MUNITION CLEANUP AREA
EDC PARCEL E24
SEASIDE, CALIFORNIA
4/2/2019

Whitson ENGINEERS

Civil Engineering + Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

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PROJECT No.: 1827.14

EXHIBIT "A"
LEGAL DESCRIPTION
EDC PARCEL 34
RESIDENTIAL AND NON-RESIDENTIAL DESIGNATIONS

Certain real property situate in the City of Seaside, County of Monterey, State of California, described as follows:

Being a portion of that certain real property shown as Parcel 1, Seaside IV-B on that certain map filed on June 15, 2000 as Volume 23 Surveys at Page 95 of said County, more particularly described as follows:

RESIDENTIAL AREA:
The area described below in courses 1-7 excepting therefrom the Non-Residential Areas as defined below.

Beginning at the most northerly corner of said Parcel 1; thence following the common boundary of said Parcel 1 and Parcel A, as said Parcel A is shown on that map field for record as Volume 29 Surveys at Page 106

1) South 31°55'36" East, 1,639.79 feet, at 294.95 feet a point herein for convenience called Point "A"; thence

2) Southwesterly 969.72 feet along the arc of a non-tangent curve to the left having a radius of 1,975.00 feet (a radial bearing to the center point of said curve bears South 22°06'46" East), through a central angle of 28°07'55"

3) South 39°45'19" West, 124.70 feet; thence

4) Southerly 1,789.34 feet along the arc of a tangent curve to the left having a radius of 2,500.00 feet, through a central angle of 41°00'31"; thence

5) South 01°15'12" East, 874.85 feet; thence departing the easterly boundary of said Parcel 1

6) South 89°47'21" West, 1,425.11 feet, more or less, to a point on the westerly boundary of said Parcel 1; thence along said westerly boundary

7) North 23°14'55" East, 4,993.07 feet to the **POINT OF BEGINNING.**

Excepting therefrom the "Non-Residential area" described as follows:

NON-RESIDENTIAL AREA:
All that land bound by the following described line.

Beginning at Point "A" as described above: thence

8) South 20°38'08" West, 47.01 feet; thence

9) South 26°46'17" West, 200.00 feet; thence

10) South 29°46'08" West, 200.00 feet; thence

11) South 31°25'25" West, 179.39 feet; thence

12) South 18°31'44" West, 90.00 feet; thence

13) South 15°18'42" West, 100.00 feet; thence

14) South 01°11'31" West, 100.00 feet; thence

15) South 13°32'36" East, 63.90 feet; thence

16) South 12°27'25" East, 100.00 feet; thence

17) South 02°47'29" East, 100.00 feet; thence

18) South 04°44'58" West, 100.00 feet; thence

19) South 16°14'25" West, 100.00 feet; thence

20) South 23°51'29" West, 100.00 feet; thence

21) South 26°07'06" West, 100.00 feet; thence

22) South 25°41'00" West, 103.26 feet; thence

23) South 21°36'02" West, 100.00 feet; thence

24) South 20°32'15" West, 125.00 feet; thence

25) South 17°28'18" West, 100.00 feet; thence

26) South 11°22'13" West, 70.00 feet; thence

27) South 17°30'48" West, 100.00 feet; thence

28) South 27°21'29" West, 200.00 feet; thence

29) South 24°27'42" West, 200.00 feet; thence

30) South 09°10'34" West, 44.00 feet; thence

31) South 14°20'05" West, 112.00 feet; thence

32) South 30°49'48" West, 35.00 feet; thence

33) South 32°00'29" West, 176.00 feet; thence

34) South 30°28'30" West, 160.00 feet; thence

35) South 18°49'27" West, 200.00 feet; thence

36) South 27°24'51" West, 200.00 feet; thence

37) South 13°35'10" West, 89.64 feet; thence

38) South 24°35'17" West, 128.00 feet; thence

39) South 25°52'30" West, 100.00 feet; thence

40) South 26°11'25" West, 185.00 feet; thence

41) South 23°05'18" West, 200.00 feet; thence

42) South 23°21'01" West, 200.00 feet; thence

43) South 15°10'15" West, 200.00 feet; thence

44) South 18°10'25" West, 94.35 feet, more or less, to a point on the above described Course 6; thence along said Course 6

45) South 89°46'39" West, 292.36 feet; thence departing said Course 6

46) North 20°17'41" East, 17.79 feet; thence

47) North 24°14'08" East, 147.32 feet; thence

48) North 18°20'30" East, 200.00 feet; thence

49) North 23°04'07" East, 200.00 feet; thence

50) North 28°06'33" East, 200.00 feet; thence

51) North 24°20'01" East, 200.00 feet; thence

52) North 24°11'55" East, 200.00 feet; thence

53) North 24°55'08" East, 100.00 feet; thence

54) North 15°57'44" East, 100.00 feet; thence

55) North 10°06'07" East, 100.00 feet; thence

56) North 30°21'13" East, 200.00 feet; thence

57) North 25°43'18" East, 200.00 feet; thence

58) North 20°42'43" East, 200.00 feet; thence

59) North 20°59'21" East, 150.00 feet; thence

60) North 21°42'39" East, 200.00 feet; thence

61) North 25°42'21" East, 200.00 feet; thence

62) North 21°33'35" East, 112.00 feet; thence

63) North 14°31'28" East, 100.00 feet; thence

64) North 29°19'48" East, 100.00 feet; thence

65) North 26°18'29" East, 100.00 feet; thence

66) North 26°31'33" East, 100.00 feet; thence

67) North 25°35'50" East, 100.00 feet; thence

68) North 27°34'50" East, 100.00 feet; thence

69) North 19°08'49" East, 100.00 feet; thence

70) North 10°10'12" East, 100.00 feet; thence

71) North 06°39'18" West, 150.00 feet; thence

72) North 08°42'29" West, 100.00 feet; thence

73) North 07°40'06" West, 77.15 feet, more or less, to a point on the westerly boundary of said Parcel 1; thence along the boundary of said Parcel 1

74) North 23°14'55" East, 1,117.27 feet; thence

75) South 31°55'36" East, 294.84 feet.

Also excepting herewith the following Non-Residential Area:

A strip of land 100 feet wide lying northerly and westerly of courses 2 through 5 as described above.

The Residential areas containing 61.5 acres, more or less.
The Non-Residentials area containing 35.6 acres, more or less.

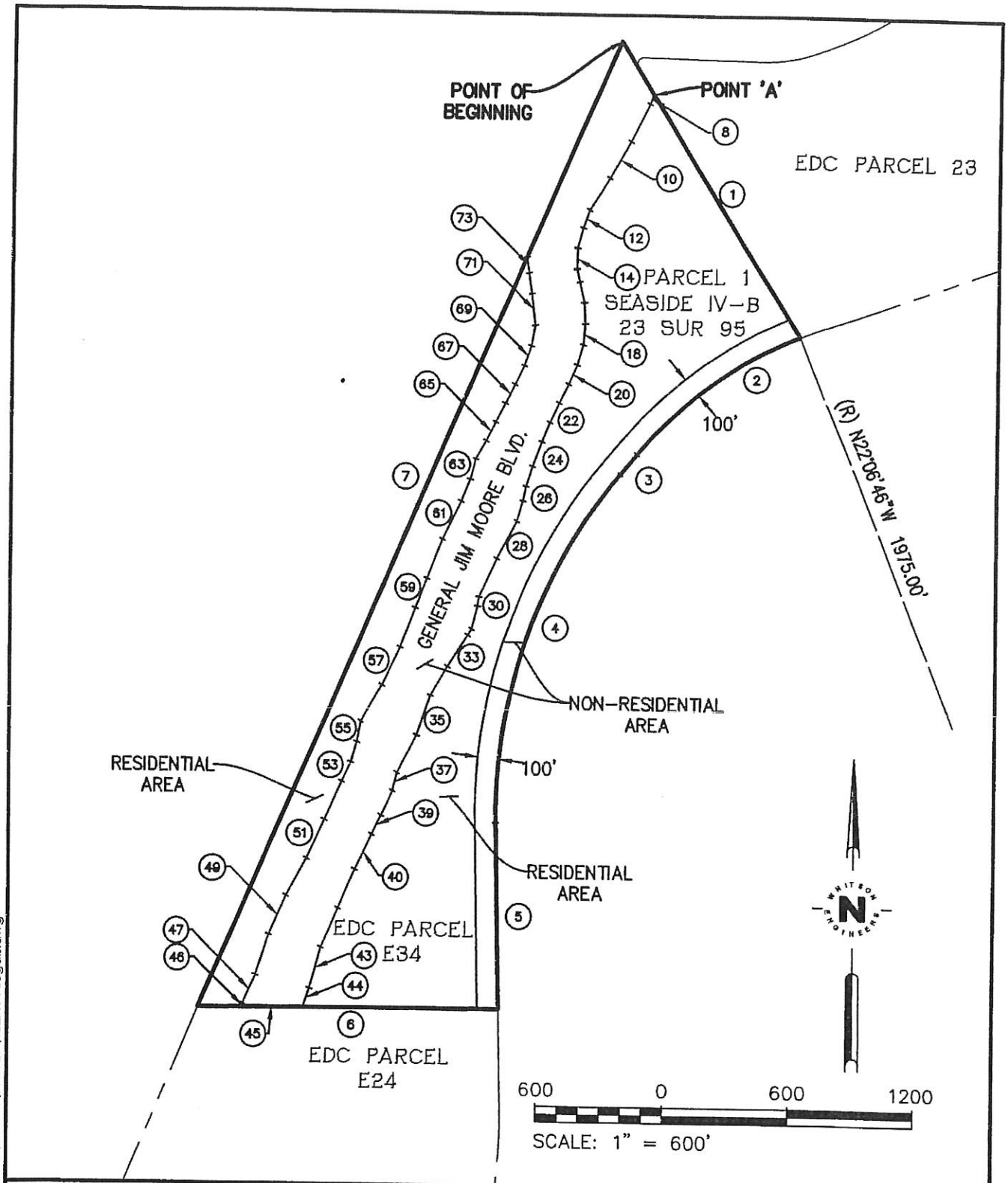
Attached hereto is a plat to accompany legal description, and by this reference made a part hereof

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS

RICHARD P. WEBER P.L.S.
L.S. NO. 8002
Job No.: 1827.14

LICENSED LAND SURVEYOR
RICHARD P. WEBER
No. 8002
STATE OF CALIFORNIA



PLAT TO ACCOMPANY LEGAL DESCRIPTION

MRA MUNITION CLEANUP AREA
EDC PARCEL E34
SEASIDE, CALIFORNIA
4/1/2019

Whitson ENGINEERS

Civil Engineering + Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

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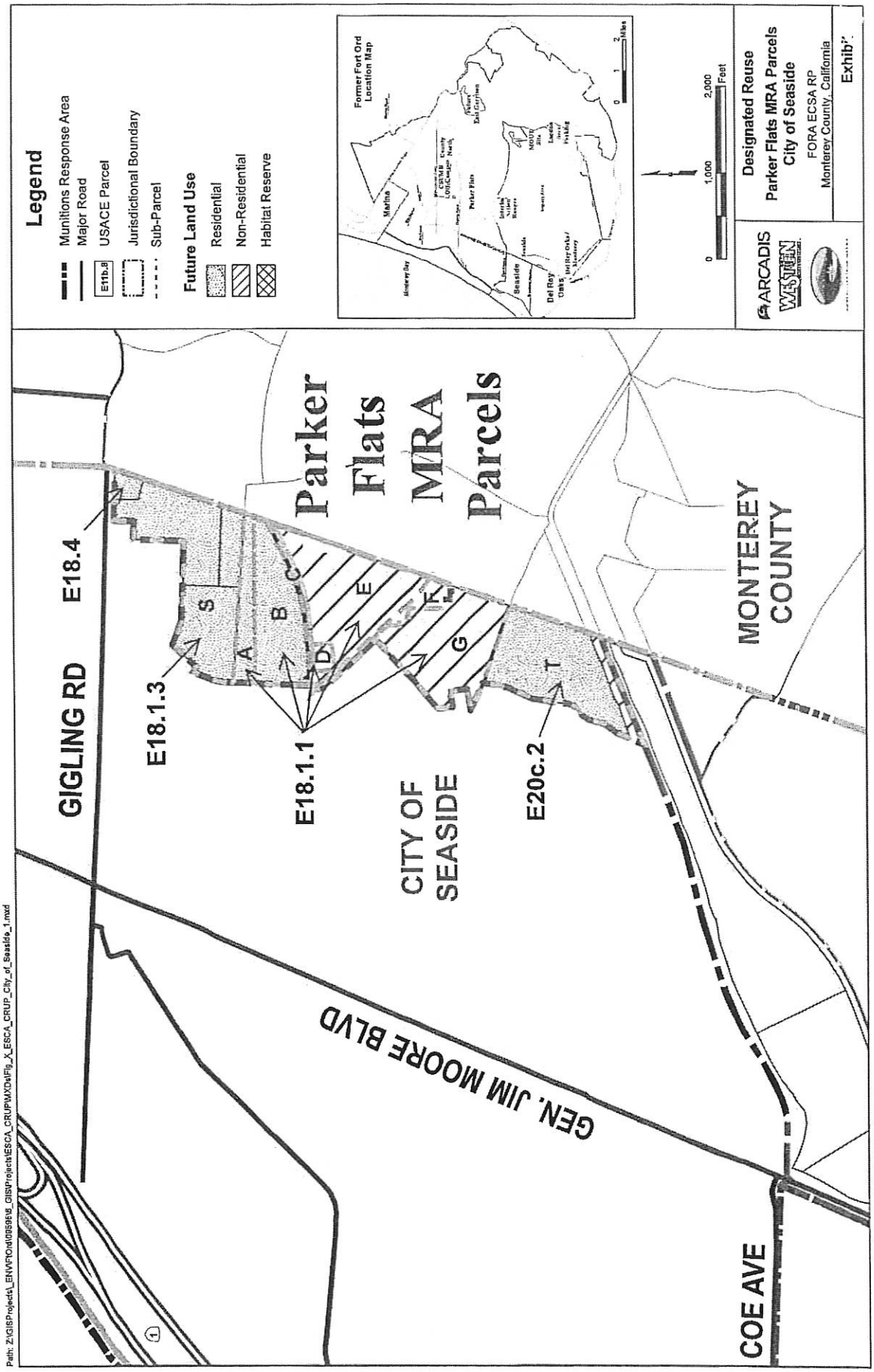
PROJECT No.: 1827.14


Legend
Munitions Response Area
Major Road
USACE Parcel
Jurisdictional Boundary
Sub-Parcel
Future Land Use
Residential
Non-Residential
Habitat Reserve
Former Fort Ord Location Map
Marina
Seaside
Del Rey Oaks
Parker Flats
Monterey Bay
0
1,000
2,000
Feet
0
1
2
Miles
ARCADIS
Designated Reuse
Parker Flats MRA Parcels
City of Seaside
FORA ECSA RP
Monterey County, California
Exhibit
Parker Flats MRA Parcels
GIGLING RD
E18.4
E18.1.3
E18.1.1
CITY OF SEASIDE
E20c.2
MONTEREY COUNTY
GEN. JIM MOORE BLVD
COE AVE
A
B
C
D
E
F
G
S
T
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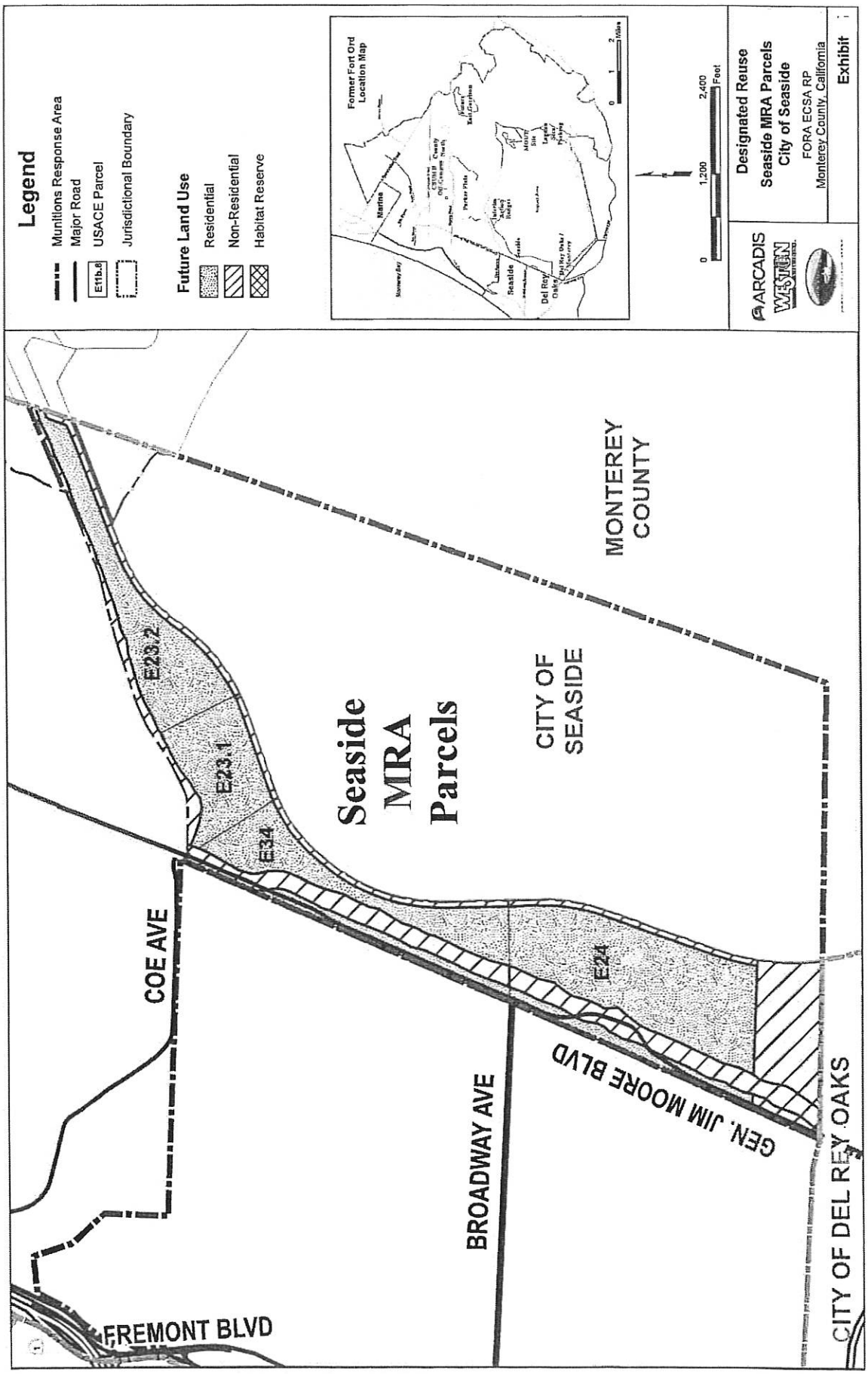

Legend
Munitions Response Area
Major Road
E11b.6
USACE Parcel
Jurisdictional Boundary
Future Land Use
Residential
Non-Residential
Habitat Reserve
Former Fort Ord Location Map
Marina
Seaside
Del Rey Oaks
0
1,200
2,400
Feet
ARCADIS
Designated Reuse
Seaside MRA Parcels
City of Seaside
FORA ECSA RP
Monterey County, California
Exhibit
MONTEREY COUNTY
CITY OF SEASIDE
Seaside MRA Parcels
E23.2
E23.1
E34
E24
COE AVE
BROADWAY AVE
GEN. JIM MOORE BLVD
FREMONT BLVD
CITY OF DEL REY OAKS

FORA Environmental Services Cooperative Agreement Remediation Program, Former Fort Ord

USACE Parcel No.	Parcel Label	Acreage	Designated Reuse	Fort Ord Base Reuse Plan Designated Use [1]	DTSC State CRUP Intended Reuse [2]	Institutional Controls [3] a	b	c	d	e	f	g	DTSC Residential Protocol	MRS Designation (whole or partial)	MRA	Decision Document [4]	Assessor's Parcel No.
City of Seaside CRUP																	
E18.1.1	A	8.38	Residential	Veterans Cemetery (Endowment Area)	Veterans' Cemetery		x	x	x	x			Yes	Non-MRS Areas	Parker Flats MRA (Phase II)	Group 1 ROD	031-152-011-000
E18.1.1	B	21.13	Residential	Veterans Cemetery (Endowment Area)	Veterans' Cemetery		x	x	x	x			Yes	MRS-50 EXP	Parker Flats MRA (Phase I)	PF Track 2 ROD; PF Track 2 ROD ESD	031-152-011-000
E18.1.3	S	40.01	Residential	Residential	Residential		x	x	x	x			Yes	MRS-04A, Non-MRS Areas	Parker Flats MRA (Phase II)	Group 1 ROD	031-152-011-000
E18.4	S	2.16	Residential	Residential	Water Tank		x	x	x	x			Yes	MRS-04A, Non-MRS Areas	Parker Flats MRA (Phase II)	Group 1 ROD	031-152-011-000
E20c.2	T	29.83	Residential	Residential	Residential		x	x	x	x			Yes	MRS-44 EDC	Parker Flats MRA (Phase II)	Group 1 ROD	031-152-007-000
E23.1	--	39.89	Residential	Residential	Right-of-way / Eucalyptus Road / Retail		x	x	x	x			Yes	MRS-15 SEA 03	Seaside MRA	Group 1 ROD	031-151-062-000
E23.2	--	56.50	Residential	Residential	Right-of-way / Eucalyptus Road / Residential		x	x	x	x			Yes	MRS-15 SEA 04	Seaside MRA	Group 1 ROD	031-151-062-000
E24	--	117.90	Residential	Residential	Right-of-way / General Jim Moore Boulevard / Residential		x	x	x	x			Yes	MRS-15 SEA 01, Non-MRS Areas	Seaside MRA	Group 1 ROD	031-211-001-000
E34	--	61.50	Residential	Residential	Right-of-way / General Jim Moore Boulevard / Residential		x	x	x	x			Yes	MRS-15 SEA 02, Non-MRS Areas	Seaside MRA	Group 1 ROD	031-211-001-000
E18.1.1	C	2.93	Non-Residential	Veterans Cemetery (Parker Flats Road)	Veterans' Cemetery	x	x	x	x	x			No	MRS-50, MRS-50 EXP	Parker Flats MRA (Phase I)	PF Track 2 ROD	031-152-010-000
E18.1.1	D	1.64	Non-Residential	Veterans Cemetery	Veterans' Cemetery	x	x	x	x	x			No	MRS-50, MRS-50 EXP	Parker Flats MRA (Phase I)	PF Track 2 ROD	031-152-008-000
E18.1.1	E	32.22	Non-Residential	Veterans Cemetery	Veterans' Cemetery	x	x	x	x	x			No	MRS-50, MRS-50 EXP	Parker Flats MRA (Phase I)	PF Track 2 ROD	031-152-002-000
E18.1.1	F	4.69	Non-Residential	Veterans Cemetery (Parker Flats Cutoff)	Veterans' Cemetery	x	x	x	x	x			No	Non-MRS Areas	Parker Flats MRA (Phase I)	PF Track 2 ROD	031-152-006-000
E18.1.1	G	29.03	Non-Residential	Veterans Cemetery	Veterans' Cemetery	x	x	x	x	x			No	MRS-44 EDC, Non-MRS Areas	Parker Flats MRA (Phase II)	Group 1 ROD	031-152-007-000
E20c.2	T	3.42	Non-Residential	Roadway (Eucalyptus Road)	Residential	x	x	x	x	x			No	MRS-44 EDC	Parker Flats MRA (Phase II)	Group 1 ROD	031-152-007-000
E23.1	--	5.46	Non-Residential	Roadway (Eucalyptus Road)	Right-of-way / Eucalyptus Road / Retail	x	x	x	x	x			No	MRS-15 SEA 03	Seaside MRA	Group 1 ROD	031-151-062-000
E23.1	--	3.53	Non-Residential	Borderland Buffer, Utility Corridor	Right-of-way / Eucalyptus Road / Retail	x	x	x	x	x			No	MRS-15 SEA 03	Seaside MRA	Group 1 ROD	031-151-062-000
E23.2	--	10.74	Non-Residential	Roadway (Eucalyptus Road)	Right-of-way / Eucalyptus Road / Residential	x	x	x	x	x			No	MRS-15 SEA 04	Seaside MRA	Group 1 ROD	031-151-062-000
E23.2	--	11.55	Non-Residential	Borderland Buffer, Utility Corridor	Right-of-way / Eucalyptus Road / Residential	x	x	x	x	x			No	MRS-15 SEA 04	Seaside MRA	Group 1 ROD	031-151-062-000
E24	--	80.30	Non-Residential	Open Space Park, Roadway (General Jim Moore Boulevard), Borderland Buffer, Utility Corridor	Right-of-way / General Jim Moore Boulevard / Residential	x	x	x	x	x			No	MRS-15 SEA 01, Non-MRS Areas	Seaside MRA	Group 1 ROD	031-211-001-000
E34	--	35.60	Non-Residential	Roadway (General Jim Moore Boulevard), Borderland Buffer, Utility Corridor	Right-of-way / General Jim Moore Boulevard / Residential	x	x	x	x	x			No	MRS-15 SEA 02, Non-MRS Areas	Seaside MRA	Group 1 ROD	031-211-001-000

Exhibit B

FORA Environmental Services Cooperative Agreement Remediation Program, Former Fort Ord

Notes:
CRUP = Covenant to Restrict Use of Property
DTSC = Department of Toxic Substances Control
MRA = Munitions Response Area
MRS = Munitions Response Site
ROD = Record of Decision
USACE - United States Army Corps of Engineers
-- = Not Applicable

1. Fort Ord Base Reuse Plan, Fort Ord Reuse Authority. 1997.
2. Intended reuse as stated in 2009 DTSC State CRUP.
3. DTSC Institutional Controls:
   a. Prohibited Uses: Property shall not be used for a residence, hospital for humans, public or private school, or a day care center for children.
   b. Prohibited Activities and Soil Requirements: Ground disturbance of any type that involves displacement of ten cubic yards or more of soil without a valid City or County excavation permit is prohibited.
   c. Written Notice of Presence of MEC.
   d. Access: DTSC, EPA, and their contractors and agents shall have reasonable right-of-entry and access to the property.
   e. Inspection and Reporting Requirements: Submit an annual report detailing compliance with the CRUP.
   f. Group I and 4 RODs: Restrictions against inconsistent uses (applicable to the habitat reserve areas).
   g. Group I and 4 RODs: Access management measures in areas designated for habitat reserve.
4. Decision Documents:
   Group I ROD. Final Record of Decision, Group, I Seaside and Parker Flats (Phase II) Munitions Response Areas, Fonner Fort Ord, California, September 2018 (Fort Ord Administrative Record No. ESCA-0359)
   PF Track 2 ROD. Record of Decision. Parker Flats Munitions Response Area, Track 2 Munitions Response Site. Former Fort Ord. California, June 2008 (Fort Ord Administrative Record No. OE-0661)
   PF Track 2 ROD ESD. Explanation of Significant Differences No. I, Record of Decision, Parker Flats Munitions Response Area, Track 2 Munitions Response Site Former Fort Ord, California, April 2018 (Fort Ord Administrative Record No. ESCA-0356)

Residential reuse examples may include: single family or multi-family residences; childcare facilities: playgrounds hospitals nursing homes or assisted living facilities; and any type of educational facility for children or young adults in grades kindergarten through 12.

Non-residential development reuse examples may include: infrastructure activities (such as roadway and utility construction) development of a cemetery; institutional structures and parking; commercial development; and 100-foot borderland development buffer along the Natural Resources Management Area (NRMA) interface with the Impact Area Munitions Response Area (MRA).

Utility corridor reuse examples which ls located along the eastern boundary of the Seaside MRA. includes: underground utilities. which are currently not specifically identified at this time.

Parcel A
Legal Description

Certain real property situate in the incorporated area of the City of Seaside and being a portion of the land shown as Parcel B on the map filed February 13, 2008 in Volume 29 of Surveys at Page 106 Official Records of Monterey County, State of California, being more particularly described as follows:

Beginning at point on the westerly boundary of said of Parcel B, said point being distant South 2° 22' 00" West, 74.29 feet from the northerly terminus of the course shown as N2° 22' 00E, 1023.31' on said map, Official Records of said County, thence from said point of beginning along the westerly boundary of said Parcel B

1) South 2° 22' 00" West, 261.01 feet; thence departing from said westerly boundary

2) East, 1934.60 feet more or less to a point on the easterly line of said Parcel B, said point also being on the city limit line of the City of Seaside; thence northerly along said easterly line and City limit line; thence

3) North 18° 59' 46" East, 118.46 feet; thence departing said easterly line and said City limit line

4) North 85° 39' 52" West, 1968.01 feet to the point of beginning.

Containing an area of 8.38 acres, more or less.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof.

END OF DESCRIPTION

PREPARED BY:

WHITSON ENGINEERS

RICHARD P. WEBER P.L.S.
L.S. NO. 8002

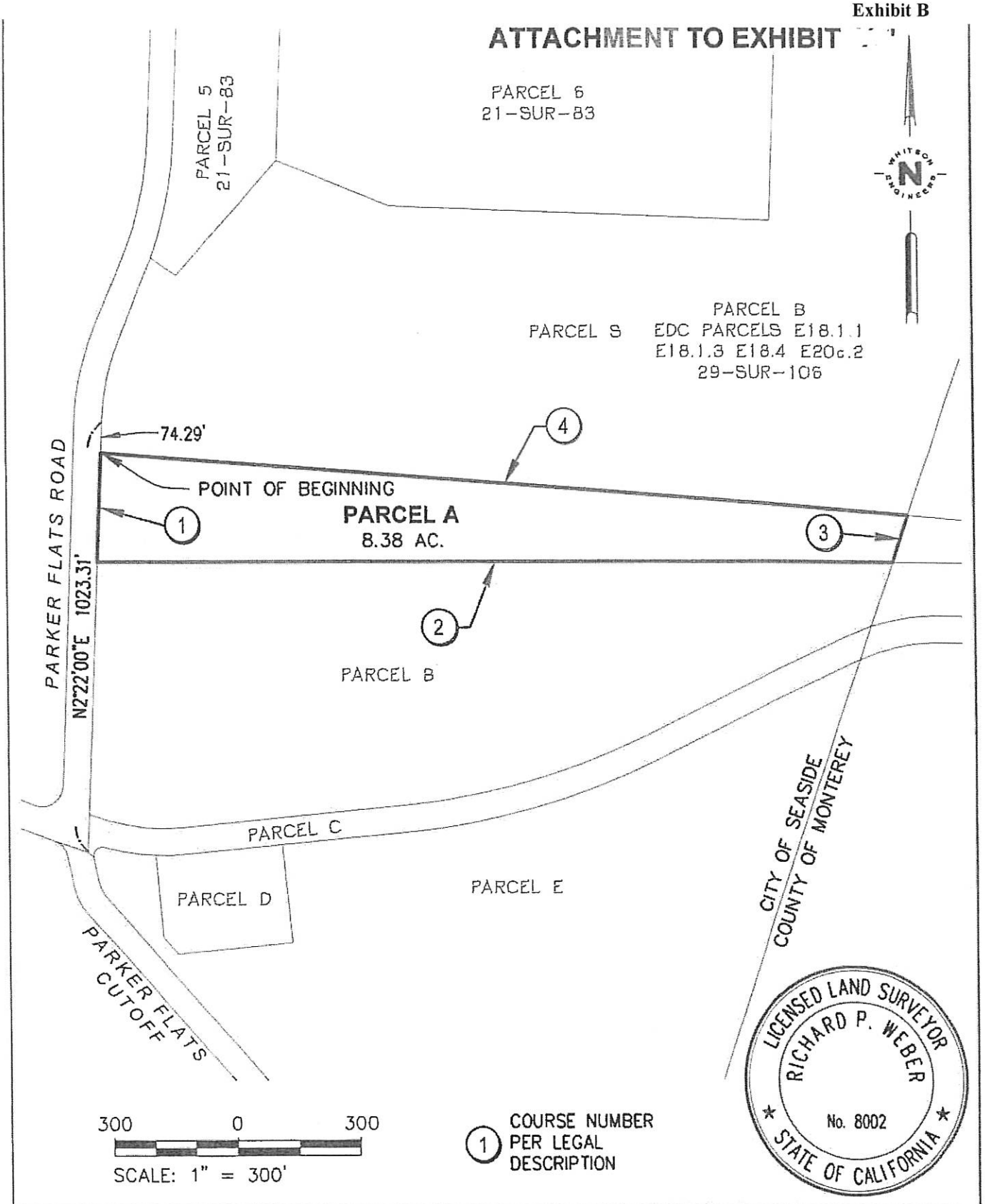
Job No.: 1827.13

LICENSED LAND SURVEYOR
RICHARD P. WEBER
No. 8002
STATE OF CALIFORNIA

March 22, 2013

Exhibit B

ATTACHMENT TO EXHIBIT



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	CITY OF SEASIDE CALIFORNIA	SCALE: 1" = 300'	1
		DRAWN: SMG	
		CHECKED: RPW	
	DRAWING PATH: T:\Monterey Projects\1827\182713\182713 - ROS - Parcel Plats.dwg	PROJECT No.: 1827.13	OF 1

WHITSON ENGINEERS - 9699 BLUE LARKSPUR LANE, SUITE 105 - MONTEREY, CALIFORNIA 93940 - TEL (831) 649-5225 - FAX (831)373-5065 - WWW.WHITSONENGINEERS.COM

Parcel B
Legal Description

Certain real property situate in the incorporated area of the City of Seaside and being a portion of the land shown as Parcel B on the map filed February 13, 2008 in Volume 29 of Surveys at Page 106 Official Records of Monterey County, State of California, being more particularly described as follows:

Beginning at point on the westerly boundary of said of Parcel B, said point being distant South 2° 22' 00" West, 335.30 feet from the northerly terminus of the course shown as N2° 22' 00E, 1023.31' on said map, Official Records of said County, thence from said point of beginning

1) East 1934.60 feet more or less to a point on the easterly line of said Parcel B, said point also being the city limit line of the City of Seaside; thence southerly along said easterly line and City limit line

2) South 18° 59' 46" West, 160.81 feet; thence departing said easterly line and City limit line

3) Southerly along a non-tangent curve to the left, having a radius of 532.00 feet, the center of which bears South 18° 27' 47" East, through a central angle of 7° 15' 31", for an arc length of 67.40 feet; thence tangentially

4) South 64° 19' 42" West, 542.01 feet; thence

5) Southerly along a tangent arc to the right, having a radius of 1768.00 feet, through a central angle of 20° 16' 03", for an arc length of 625.41 feet; thence tangentially

6) South 84° 35' 45" West, 534.11 feet; thence

7) Northerly along a tangent arc to the right, having a radius of 488.00 feet, through a central angle of 26° 54' 31", for an arc length of 229.19 feet; to a point of said westerly line of Panel B; thence along said westerly line

8) North 2° 22' 00" East, 597.80 feet to the point of beginning.

Containing an area of 21.13 acres, more or less.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof.

END OF DESCRIPTION

PREPARED BY:

WHITSON ENGINEERS

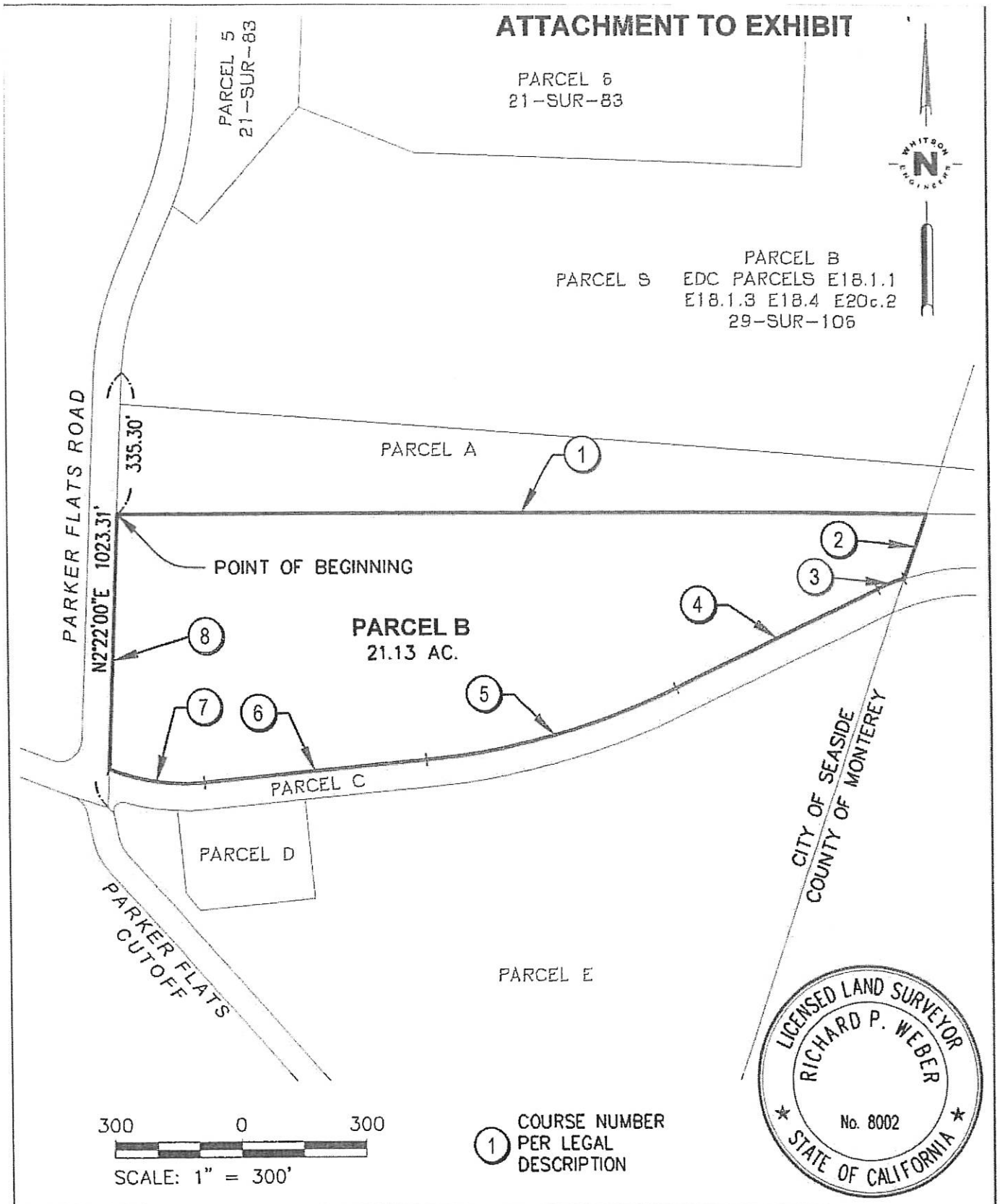
RICHARD P. WEBER P.L.S.
L.S. NO. 8002

LICENSED LAND SURVEYOR
RICHARD P. WEBER
No. 8002
STATE OF CALIFORNIA

Job No.: 1827.13

Page 1 of 1

March 22, 2013



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		CHECKED: RPW	
	DRAWING PATH: T:\Monterey Projects\1827\182713\182713 - ROS - Parcel Plats.dwg	PROJECT No.: 1827.13	OF 1

WHITSON ENGINEERS - 9699 BLUE LARKSPUR LANE, SUITE 105 - MONTEREY, CALIFORNIA 93940 - TEL (831) 649-5225 - FAX (831)373-5065 - WWW.WHITSONENGINEERS.COM

Parcel C
Legal Description

Certain real property situate in the incorporated area of the City of Seaside and being a portion of the land shown as Parcel B on the map filed February 13, 2008 in Volume 29 of Surveys at Page 106 Official Records of Monterey County, State of California, being more particularly described as follows:

Beginning at point on the westerly boundary of said of Parcel B, said point being the southerly terminus of the course shown as N2° 22' 00E, 1023.31' on said map, Official Records of said County, thence from said point of beginning northerly along the westerly line of said Parcel B

1) North 2° 22' 00" East, 90.21 feet; thence departing said westerly line

2) Easterly along the arc of a non-tangent curve to the left, having a radius of 488.00 feet, the center of which bears North 21° 30' 16" East , through a central angle of 26° 54' 31", for an arc length of 229.19 feet; thence tangentially

3) North 84° 35' 45" East, 534.11 feet; thence

4) Northerly along a tangent arc of a 1768.00 foot curve to the left, through a central angle of 20° 16' 03", for an arc length of 625.41 feet; thence

5) North 64° 19' 42" East, 542.01 feet; thence

6) Easterly along a tangent arc to the right, having a radius of 532.00 feet, through a central angle of 7° 15' 31", for an arc length of 67.40 feet more or less, to a point on the easterly line of said Parcel B, said line also being the city limit line of the City of Seaside; thence southerly along said line

7) South 18° 59' 46" West, 84.09 feet; thence departing said easterly line

8) Southerly along a non-tangent arc to the left, having a radius of 468.00 feet, the center of which bears South 24° 40' 48" East, through a central angle of 0° 59' 30", for an arc length of 8.10 feet; thence tangentially

9) South 64° 19' 42" West, 542.01 feet; thence

10) Southerly along a tangent arc to the right, having a radius of 1832.00 feet, through a central angle of 20° 16' 03", for an arc length of 648.04 feet; thence

11) South 84° 35' 45" West, 534.11 feet; thence

12) Northerly along a tangent arc to the right, having a radius of 552.00 feet, through a central angle of 20° 39' 04", for an arc length of 198.96 feet to a point of reverse curvature; thence

LEGAL DESCRIPTION
Page 2 of 2

March 22, 2013
Job No.: 1827.13

13) Southerly along the to the left, having a radius of 20.00 feet, through a central angle of 117° 07' 49", for an arc length of 40.89 feet; thence

14) North 46° 51' 36" West, 17.29 feet to the point of beginning.

Containing an area of 2.93 acres, more or less.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof.

END OF DESCRIPTION

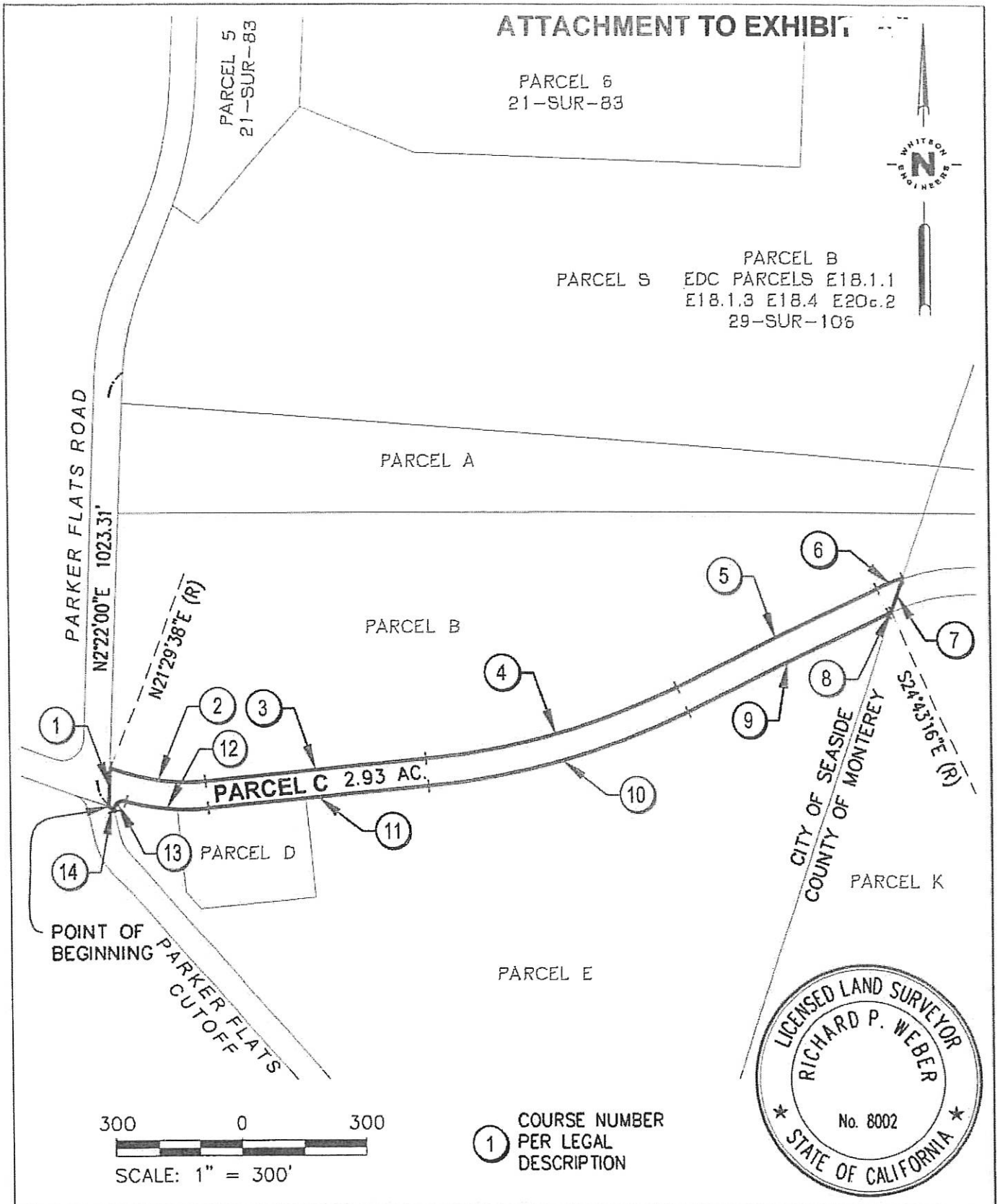
PREPARED BY:

WHITSON ENGINEERS

RICHARD P. WEBER P.L.S.
L.S. NO. 8002

Job No.: 1827.13

LICENSED LAND SURVEYOR
RICHARD P. WEBER
No. 8002
STATE OF CALIFORNIA



WE	**PARCEL C**	DATE: MARCH 22, 2012	SHEET
	CITY OF SEASIDE CALIFORNIA	SCALE: 1" = 300'	1
		DRAWN: SMG	
		CHECKED: RPW	
	DRAWING PATH: T:\Monterey Projects\1827\182713\182713 - ROS - Parcel Plats.dwg	PROJECT No.: 1827.13	OF 1

WHITSON ENGINEERS - 9699 BLUE LARKSPUR LANE, SUITE 105 - MONTEREY, CALIFORNIA 93940 - TEL (831) 649-5225 - FAX (831)373-5065 - WWW.WHITSONENGINEERS.COM

Parcel D
Legal Description

Certain real property situate in the incorporated area of the City of Seaside and being a portion of the land shown as Parcel B on the map filed February 13, 2008 in Volume 29 of Surveys at Page 106 Official Records of Monterey County, State of California, being more particularly described as follows:

Beginning at point, said point being distant South 87° 21' 48" East, 161.47 feet from the southerly terminus of the course shown as N2° 22' 00E, 1023.31' on said map, Official Records of said County, thence from said point of beginning

1) Easterly along the arc to the left, the center of which bears North 2° 12' 47" East, having a radius of 552.00 feet, through a central angle of 7° 37' 02", for an arc length of 73.39 feet; thence tangentially

2) North 84° 35' 45" East, 236.83 feet; thence

3) South 5° 24' 15" East, 232.73 feet; thence

4) South 84° 35' 45" West, 278.11 feet; thence

5) North 41° 53' 00" West, 53.63 feet; thence

6) North 5° 24' 15" West, 194.48 feet to the point of beginning.

Containing an area of 1.64 acres, more or less.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof.

END OF DESCRIPTION

PREPARED BY:

WHITSON ENGINEERS

RICHARD P. WEBER P.L.S.
L.S. NO. 8002

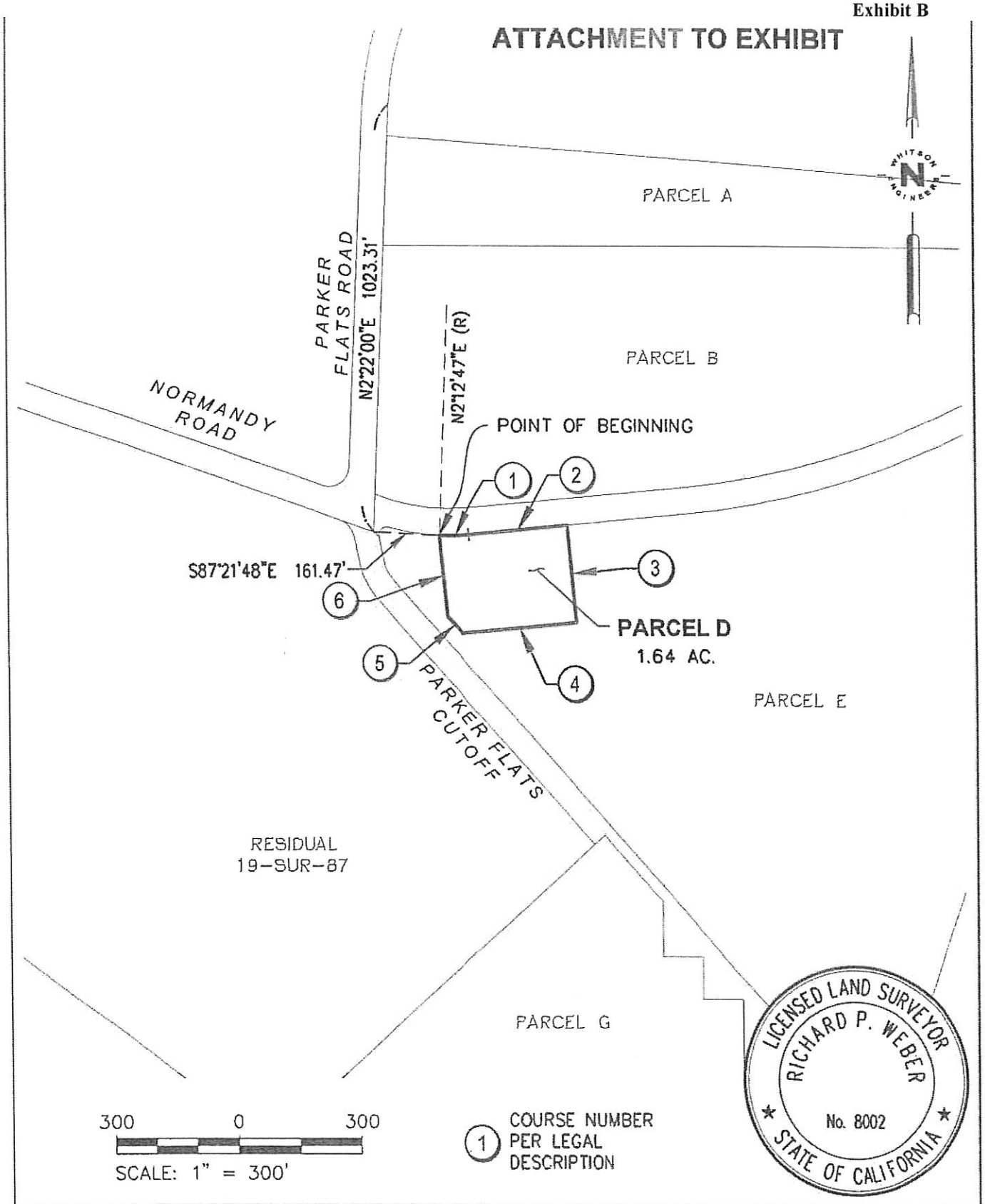
Job No.: 1827.13

LICENSED LAND SURVEYOR
RICHARD P. WEBER
No. 8002
STATE OF CALIFORNIA

March 22, 2013

Exhibit B

ATTACHMENT TO EXHIBIT



WE	PARCEL D	DATE: MARCH 22, 2012	SHEET
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		DRAWN: SMG	
		CHECKED: RPW	
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WHITSON ENGINEERS - 9699 BLUE LARKSPUR LANE, SUITE 105 - MONTEREY, CALIFORNIA 93940 - TEL (831) 649-5225 - FAX (831)373-5065 - WWW.WHITSONENGINEERS.COM

Parcel E
Legal Description

Certain real property situate in the incorporated area of the City of Seaside and being a portion of the land shown as Parcel B on the map filed February 13, 2008 in Volume 29 of Surveys at Page 106 Official Records of Monterey County, State of California, being more particularly described as follows:

Beginning at point, said point being distant South 46° 51' 36" East, 17.29 feet from the southerly terminus of the course shown as N2° 22' 00E, 1023.31' on said map, Official Records of said County, thence from said point of beginning

1) Northerly along the arc to the right, the center of which bears North 78° 07' 00" East, having a radius of 20.00 feet, through a central angle of 117° 07' 49", for an arc length of 40.89 feet, to a point of reverse curvature; thence

2) Easterly along the arc to the left, the center of which bears North 15° 14' 49" East, having a radius of 552.00 feet, through a central angle of 13° 02' 02", for an arc length of 125.57 feet to a point of reverse curvature; thence

3) South 5° 24' 15" East, 194.48 feet; thence

4) South 41° 53' 00" East, 53.63 feet; thence

5) North 84° 35' 45" East, 278.11 feet; thence

6) North 5° 24' 15" West, 232.73 feet; thence

7) North 84° 35' 45" East, 297.28 feet; thence

8) Northerly along the arc to the left, having a radius of 1832.00 feet, through a central angle of 20° 16' 03", for an arc length of 648.04 feet; thence

9) North 64° 19' 42" East, 542.01 feet; thence

10) Northerly along the arc to the right, having a radius of 468.00 feet, through a central angle of 0° 59' 30", for an arc length of 8.10 feet more or less to a point on the easterly line of said Parcel B also being the city limit line of the City of Seaside; thence southerly along said easterly line and City limit line

11) South 18° 59' 46" West, 1938.87 feet; thence departing said easterly line and said City limit line

12) Northerly along a non-tangent arc to the right, the center of which bears North 36° 12' 11" East, having a radius of 2468.00 feet, through a central angle of 11° 54' 49", for an arc length of 513.18 feet; thence tangentially

13) North 41° 53' 00" West, 1237.64 feet; thence

LEGAL DESCRIPTION

March 22, 2013
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14) Northerly along the arc to the right, having a radius of 91.00 feet, through a central angle of 30° 00' 00", for an arc length of 47.65 feet; thence

15) North 11° 53' 00" West, 59.60 feet to the point of beginning.

Containing an area of 32.23 acres, more or less.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof.

END OF DESCRIPTION

PREPARED BY:

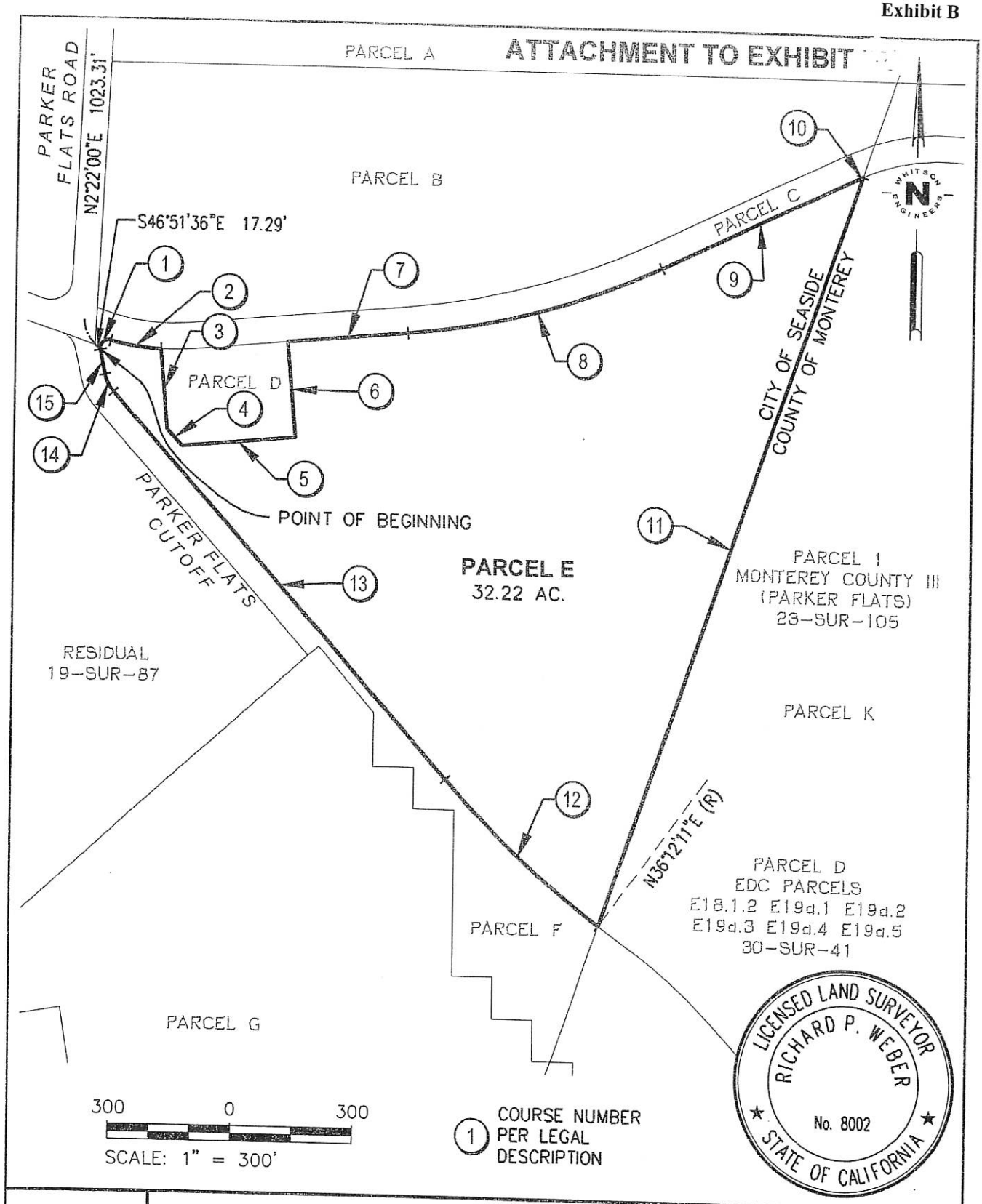
WHITSON ENGINEERS

RICHARD P. WEBER P.L.S.
L.S. NO. 8002

LICENSED LAND SURVEYOR
RICHARD P. WEBER
No. 8002
STATE OF CALIFORNIA

Job No.: 1827.13

Exhibit B



PARCEL E	DATE: MARCH 22, 2012	SHEET	
CITY OF SEASIDE CALIFORNIA	SCALE: 1" = 300'	1	
	DRAWN: SMG		
DRAWING PATH: T:\Monterey Projects\1827\182713\182713 - ROS - Parcel Plats.dwg	CHECKED: RPW		
	PROJECT No.: 1827.13	OF 1	

WHITSON ENGINEERS - 9699 BLUE LARKSPUR LANE, SUITE 105 - MONTEREY, CALIFORNIA 93940 - TEL (831) 649-5225 - FAX (831)373-5065 - WWW.WHITSONENGINEERS.COM

Parcel F
Legal Description

Certain real property situate in the incorporated area of the City of Seaside and being a portion of the land shown as Parcel B on the map filed February 13, 2008 in Volume 29 of Surveys at Page 106 Official Records of Monterey County, State of California, being more particularly described as follows:

Beginning at point on the westerly boundary of said of Parcel B, said point being the southerly terminus of the course shown as N2° 22' 00E, 1023.31' on said map, Official Records of said County, thence

1) South 46° 51' 36" East, 17.29 feet; thence

2) South 11° 53' 00" East, 59.60 feet; thence

3) Southerly along a tangent arc to the left, having a radius of 91.00 feet, through a central angle of 30° 00' 00", for an arc length of 47.65 feet; thence

4) South 41° 53' 00" East, 1237.64 feet; thence

5) Southerly along a tangent arc to the left, having a radius of 2468.00 feet, through a central angle of 11° 54' 49", for an arc length of 513.18 feet more or less to a point on the easterly line of said Parcel B, said line also being the city limit line of the City of Seaside; thence southerly along said easterly line and City limit line

6) South 18° 59' 46" West, 347.95 feet; thence departing said easterly line and said City limit line

7) West, 43.95 feet; thence

8) North, 100.00 feet; thence

9) West, 100.00 feet; thence

10) North, 100.00 feet; thence

11) West, 100.00 feet; thence

12) North, 400.00 feet; thence

13) West, 100.00 feet; thence

14) North, 100.00 feet; thence

15) West, 100.00 feet; thence

16) North, 132.34 feet; thence

LEGAL DESCRIPTION

March 22, 2013
Job No.: 1827.13

17) North 42° 37' 57" West, 41.34 feet; thence

18) North 41° 38' 23" West, 167.21 feet; thence

19) South 48° 21' 37" West, 33.38 feet more or less to a point on the westerly boundary of said Parcel B as shown on the map filed in Volume 29 of Surveys at Page 106; thence along said westerly boundary

20) North 41° 53' 00" West, 791.67 feet; thence

21) Northerly along a tangent arc to the right, having a radius of 150.00 feet, through a central angle of 30° 00' 00", for an arc length of 78.54 feet; thence

22) North 11° 53' 00" West, 74.90 feet; thence

23) Northerly along a tangent arc to the left, having a radius of 50.00 feet, through a central angle of 58° 58' 20", for an arc length of 51.46 feet; thence

24) South 70° 51' 20" East, 85.39 feet to the point of beginning.

Containing an area of 4.69 acres, more or less.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof.

END OF DESCRIPTION

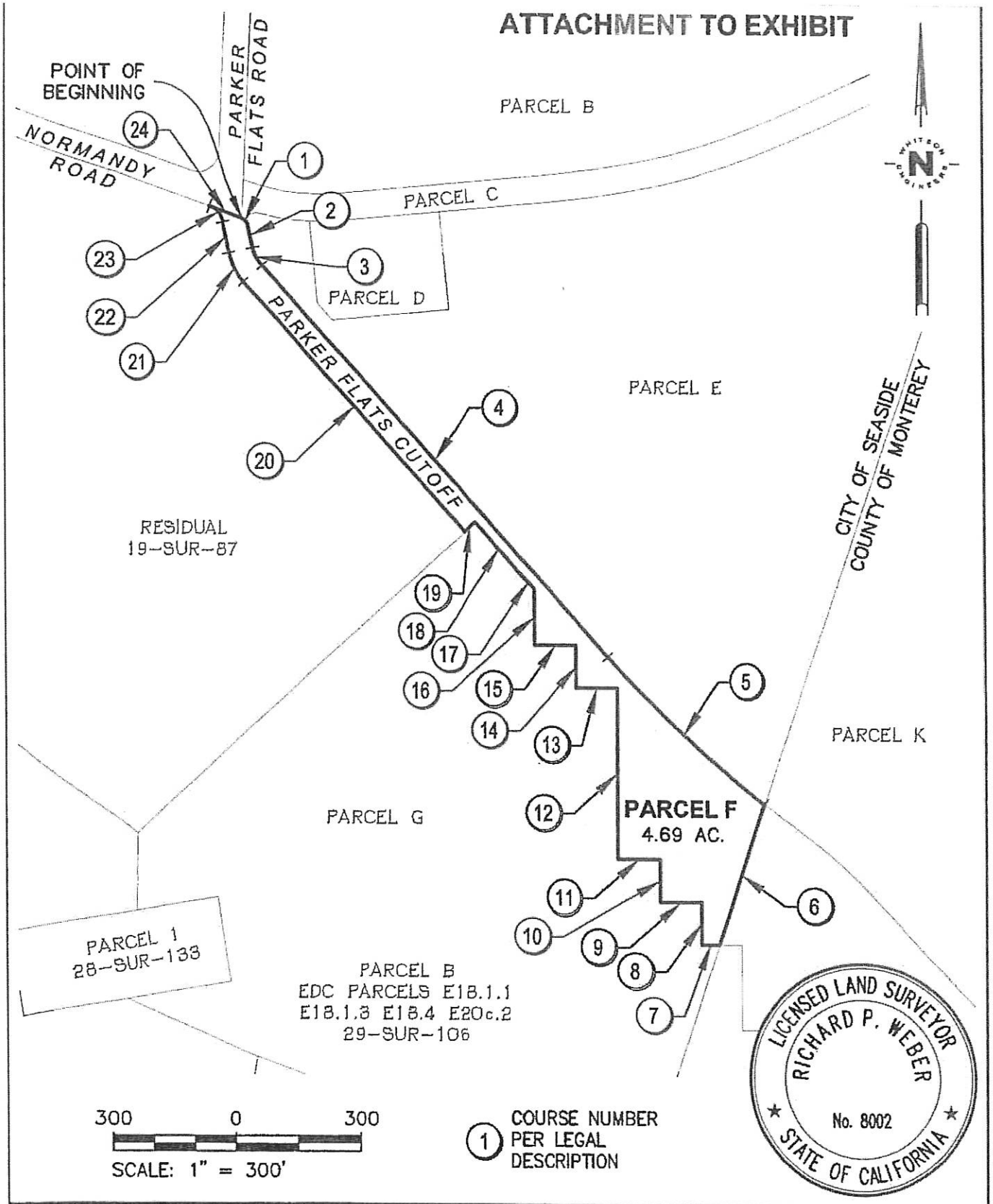
PREPARED BY:

WHITSON ENGINEERS

RICHARD P. WEBER P.L.S.
L.S. NO. 8002

Job No.: 1827.13

LICENSED LAND SURVEYOR
RICHARD P. WEBER
No. 8002
STATE OF CALIFORNIA



WE	**PARCEL F**	DATE: MARCH 22, 2012	SHEET
	CITY OF SEASIDE CALIFORNIA	SCALE: 1" = 300'	1
		DRAWN: SMG	
		CHECKED: RPW	
	DRAWING PATH: T:\Monterey Projects\1827\182713\182713 - ROS - Parcel Plats.dwg	PROJECT No.: 1827.13	OF 1

WHITSON ENGINEERS - 9699 BLUE LARKSPUR LANE, SUITE 105 - MONTEREY, CALIFORNIA 93940 - TEL (831) 649-5225 - FAX (831)373-5065 - WWW.WHITSONENGINEERS.COM

Parcel G
Legal Description

Certain real property situate in the incorporated area of the City of Seaside and being a portion of the land shown as Parcel B on the map filed February 13, 2008 in Volume 29 of Surveys at Page 106 Official Records of Monterey County, State of California, being more particularly described as follows:

Beginning at point on the westerly boundary of said of Parcel B, said point being the southerly terminus of the course shown as N48° 07' 00E, 1064.32 on said map, Official Records of said County, thence along the westerly line of said Parcel B

1) South 1° 00' 07" West, 180.36 feet; thence

2) North 80° 45' 00" East, 200.81 feet; thence

3) South 9° 15' 00" East, 201.11 feet; thence

4) South 80° 45' 00" West, 257.60 feet; thence

5) South 66° 58' 08" East, 344.31 feet; thence departing westerly line of said Parcel B

6) South 69° 58' 14" East, 962.95 feet more or less to a point on the easterly line of said Parcel B also being the city limit line of the City of Seaside; thence northerly along said easterly line and City limit line

7) North 18° 59' 46" East, 631.91 feet; thence departing said easterly line and said City limit line

8) West, 43.95 feet; thence

9) North, 100.00 feet; thence

10) West, 100.00 feet; thence

11) North, 100.00 feet; thence

12) West, 100.00 feet; thence

13) North, 400.00 feet; thence

14) West, 100.00 feet; thence

15) North, 100.00 feet; thence

16) West, 100.00 feet; thence

17) North, 132.34 feet; thence

LEGAL DESCRIPTION

March 22, 2013
Job No.: 1827.13

18) North 42° 37' 57" West, 41.34 feet; thence

19) North 41° 38' 23" West, 167.21 feet; thence

20) South 48° 21' 37" West, 33.38 feet more or less to a point on the westerly boundary of said Parcel B; thence along said westerly boundary

21) South 48° 07' 00" West, 1064.32 feet to the point of beginning.

Containing an area of 29.03 acres, more or less.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof.

END OF DESCRIPTION

PREPARED BY:

WHITSON ENGINEERS

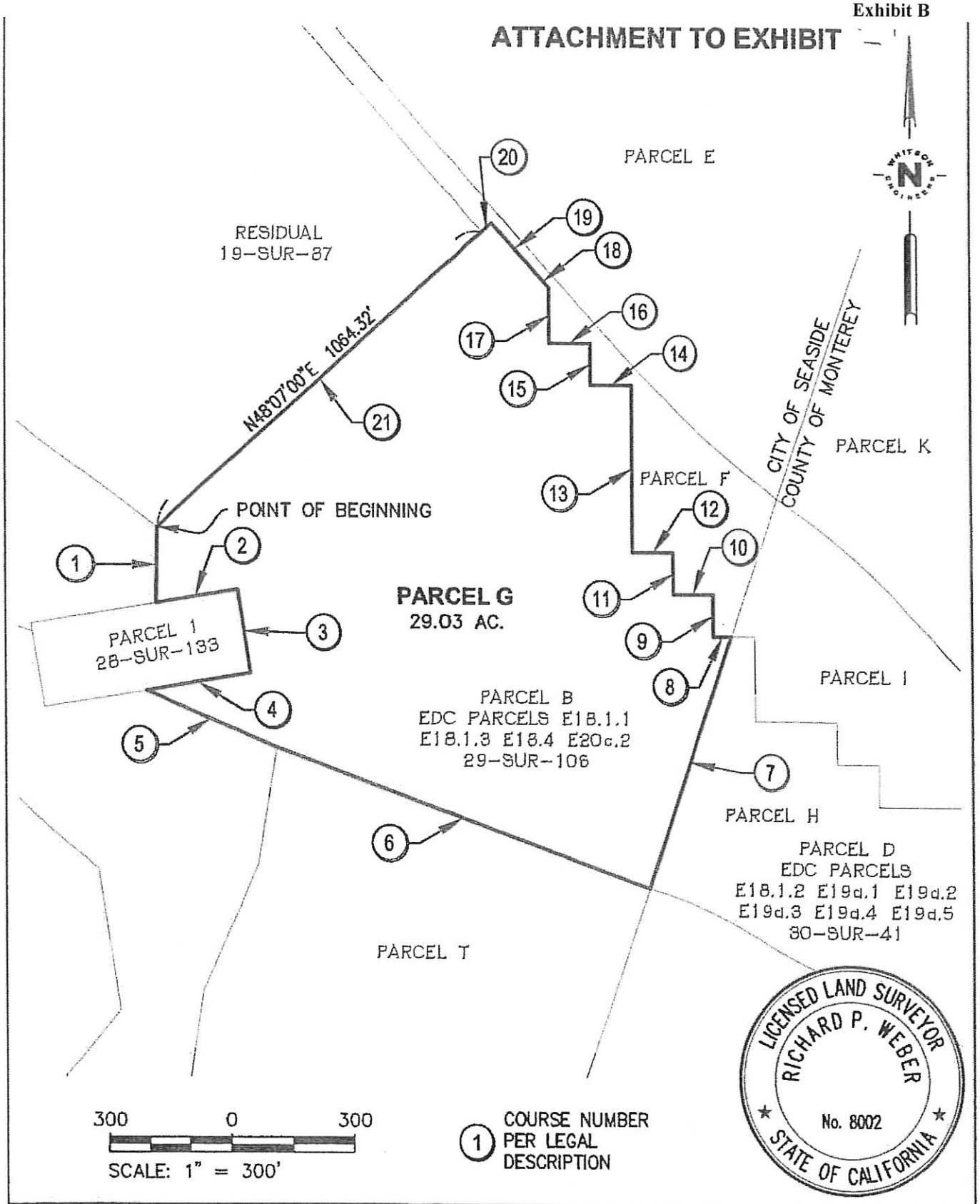
RICHARD P. WEBER P.L.S.
L.S. NO. 8002

Job No.: 1827.13

LICENSED LAND SURVEYOR
RICHARD P. WEBER
No. 8002
STATE OF CALIFORNIA

Exhibit B

ATTACHMENT TO EXHIBIT



PARCEL G	DATE: MARCH 22, 2012	SHEET	
CITY OF SEASIDE CALIFORNIA	SCALE: 1" = 300'	1	
	DRAWN: SMG		
	CHECKED: RPW		
DRAWING PATH: T:\Monterey Projects\1827\182713\182713 - ROS - Parcel Plats.dwg	PROJECT No.: 1827.13	OF 1	

WHITSON ENGINEERS - 9699 BLUE LARKSPUR LANE, SUITE 105 - MONTEREY, CALIFORNIA 93940 - TEL (831) 649-5225 - FAX (831)373-5065 - WWW.WHITSONENGINEERS.COM

Parcel S
Legal Description

Certain real property situate in the incorporated area of the City of Seaside and being a portion of the land shown as Parcel B on the map filed February 13, 2008 in Volume 29 of Surveys at Page 106 Official Records of Monterey County, State of California, being more particularly described as follows:

Being all of Parcel B as shown on said map, excepting therefrom all that land lying southerly of the following described line.

Beginning at point on the westerly boundary of said of Parcel B, said point being distant South 2° 22' 00" West, 74.29 feet from the northerly terminus of the course shown as N 2° 22' 00" E, 1023.31' on said map, Official Records of said County, thence from said point of beginning

1) South 85° 39' 52" East, 1968.01 feet more or less to a point on the easterly line of said Parcel B, said point also being on the city limit line of the City of Seaside.

Containing an area of 42.17 acres, more or less.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof.

END OF DESCRIPTION

PREPARED BY:

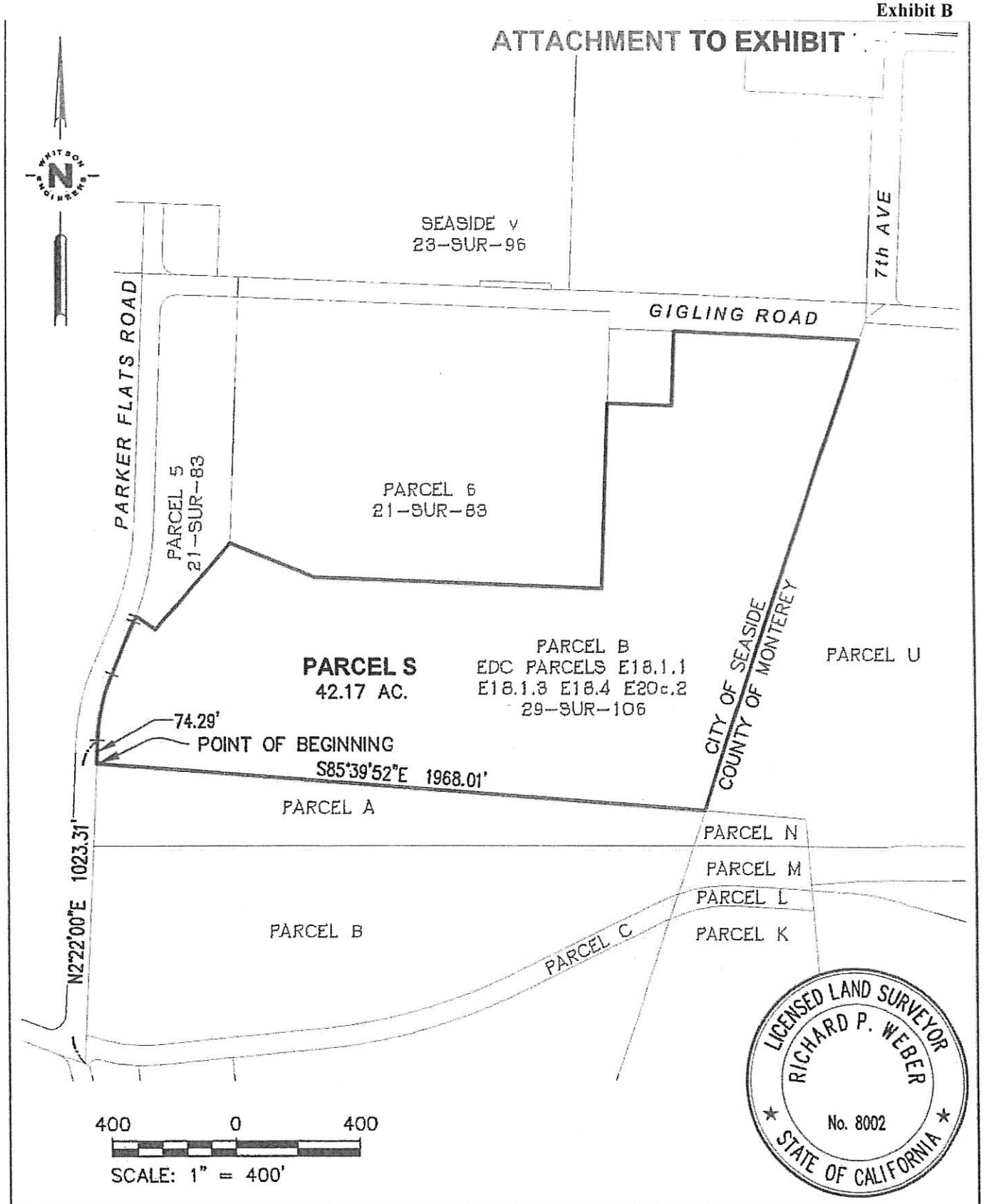
WHITSON ENGINEERS

RICHARD P. WEBER P.L.S.
L.S. NO. 8002

Job No.: 1827.13

LICENSED LAND SURVEYOR
RICHARD P. WEBER
No. 8002
STATE OF CALIFORNIA

Exhibit B



WE	**PARCEL S**	DATE: MARCH 22, 2012	SHEET
	CITY OF SEASIDE — CALIFORNIA	SCALE: 1" = 400'	1
		DRAWN: SMG	
		CHECKED: RPW	
	DRAWING PATH: T:\Monterey Projects\1827\182713\182713 - ROS - Parcel Plats.dwg	PROJECT No.: 1827.13	OF 1

WHITSON ENGINEERS - 9699 BLUE LARKSPUR LANE, SUITE 105 - MONTEREY, CALIFORNIA 93940 - TEL (831) 649-5225 - FAX (831)373-5065 - WWW.WHITSONENGINEERS.COM

LEGAL DESCRIPTION
EDC PARCEL E20C.2
RESIDENTIAL AND NON-RESIDENTIAL DESIGNATIONS

Certain real property situate in the City of Seaside, County of Monterey, State of California, described as follows:

Being that certain real property shown as Parcel "T "on that certain map filed on May 30, 2013 as Volume 32 Surveys at Page 60 of said County, more particularly described as follows:

RESIDENTIAL AREA:
All of Parcel "T" excepting therefrom the Non-Residential Area as defined below.

NON-RESIDENTIAL AREA:

All that land lying southerly of the following described line.

Beginning at a Point on the easterly boundary of said Parcel "T", said point being distant North 18°59'46" East, 142.47 feet from the southeasterly corner of said Parcel "T"; thence

1) South 70°28'51" West, 116.82 feet; thence

2) South 69°03'20" West, 100.00 feet; thence

3) South 65°48'36" West, 100.00 feet; thence

4) South 62°31'53" West, 100.00 feet; thence

5) South 73°20'23" West, 100.00 feet; thence

6) South 67°56'09" West, 100.00 feet; thence

7) South 68°08'04" West, 100.00 feet; thence

8) South 69°39'57" West, 100.00 feet; thence

9) South 59°42'30" West, 100.00 feet; thence

10) South 73°06'58" West, 100.00 feet; thence

11) South 72°04'10" West, 100.00 feet; thence

12) South 68°54'28" West, 100.00 feet; thence

13) South 66°53'31" West, 100.00 feet; thence

14) South 66°43'37" West, 11.76 feet, more or less, to a point on the westerly boundary of said Parcel "T".

Non-Residential Area containing an area of 3.42 acres, more or less.
Residential Area containing an area of 29.83 acres, more or less.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof

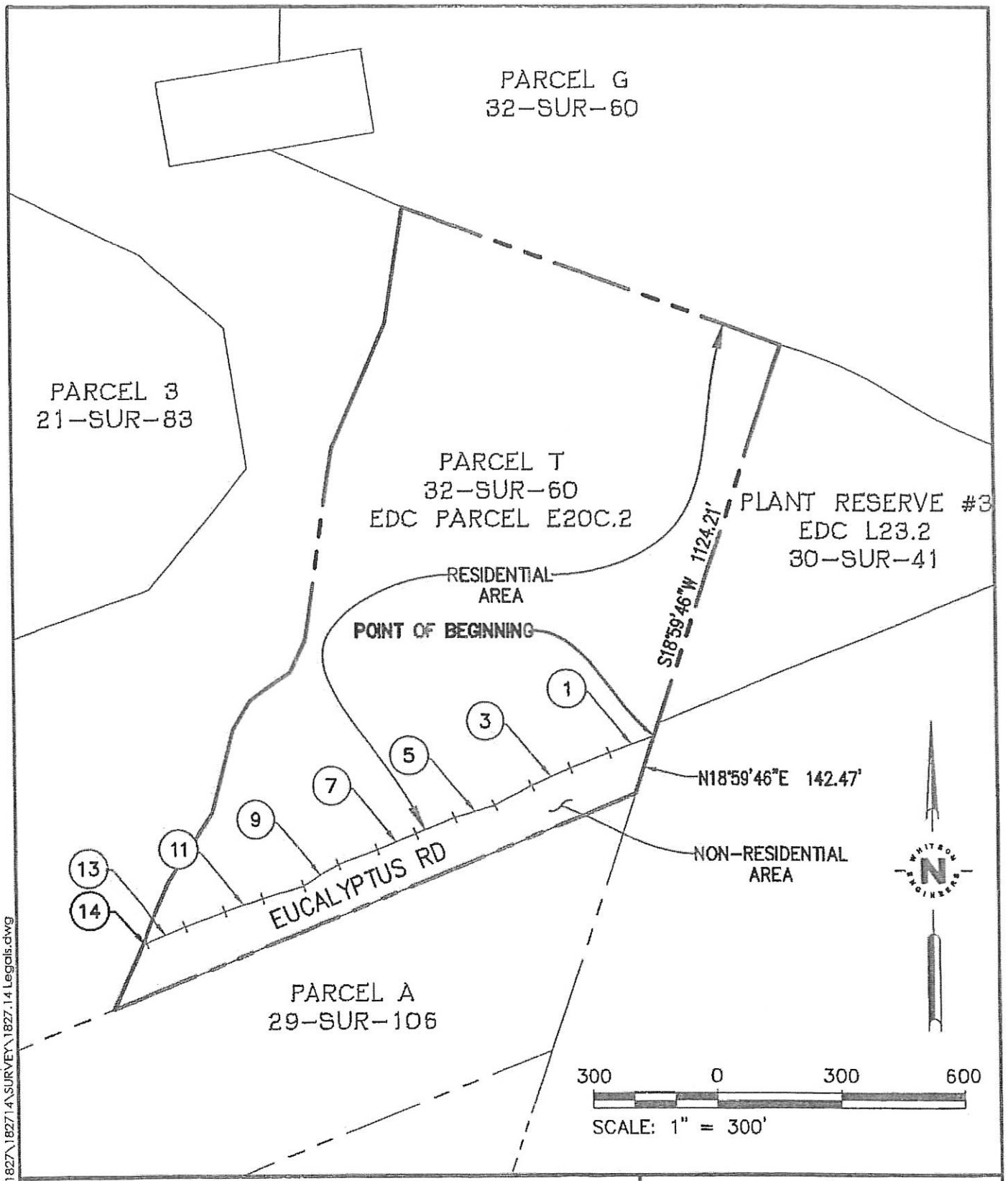
END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS

April 10, 2019

RICHARD P. WEBER P.L.S.
L.S. NO. 8002
Job No.: 1827.14

LICENSED LAND SURVEYOR
RICHARD P. WEBER
No. 8002
STATE OF CALIFORNIA



PLAT TO ACCOMPANY LEGAL DESCRIPTION

MRA MUNITION CLEANUP AREA
EDC PARCEL E20C.2
SEASIDE, CALIFORNIA
4/9/2019

Whitson ENGINEERS

Civil Engineering + Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

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PROJECT No.: 1827.14

EXHIBIT "A"
LEGAL DESCRIPTION
EDC PARCEL 23.1
RESIDENTIAL AND NON-RESIDENTIAL DESIGNATIONS

Certain real property situate in the City of Seaside, County of Monterey, State of California, described as follows:

Being a portion of that certain real property shown as Parcel A, EDC Parcels E23.1 and E23.2 on that certain map filed on February 12, 2008 as Volume 29 Surveys at Page 106 of said County, more particularly described as follows:

RESIDENTIAL AREA:
The area described below in courses 1-14 excepting therefrom the Non-Residential Areas as defined below.

Beginning at the northwesterly terminus of the course shown as North 31°56'06" West, 1505.05 feet on said map, said point also being on the easterly line of Parcel 1 "Seaside IV-B" as said parcel is shown on the map filed for record as Volume 23 Surveys at Page 95; thence following the northerly boundary of said Parcel A

1) North 19°26'42" East, 17.69 feet; thence

2) Northeasterly 37.58 feet along the arc of a tangent curve to the right having a radius of 30.00 feet, through a central angle of 71°46'22"; thence

3) South 88°46'56" East, 566.16 feet; thence

4) Easterly 321.69 feet along the arc of a tangent curve to the left having a radius of 740.00 feet, through a central angle of 24°54'26"; thence

5) North 66°18'38" East, 90.01 feet; thence

6) Northeasterly 232.25 feet along the arc of a tangent curve to the left having a radius of 2,040.00 feet, through a central angle of 06°31'23"; thence

7) North 59°47'15" East, 91.01 feet; thence

8) Northeasterly 333.17 feet along the arc of a tangent curve to the left having a radius of 5,040.00 feet, through a central angle of 03°47'15"; thence

9) North 56°00'00" East, 78.22 feet; thence departing said northerly boundary

10) South 26°07'15" East, 1,383.53 feet, more or less to a point on the southerly boundary of said Parcel A, at 121.44 feet a point herein for convenience called Point "A"; thence

along the boundary of said Parcel A

11) Southwesterly 247.53 feet along the arc of a non-tangent curve to the right having a radius of 2,535.00 feet (a radial bearing to the center point of said curve bears North 25°22'01" West), through a central angle of 05°35'41"; thence

12) South 70°13'40" West, 1,207.00 feet; thence

13) Westerly 81.38 feet along the arc of a tangent curve to the left having a radius of 1,975.00 feet, through a central angle of 02°21'39"; thence along the common boundary with said Parcel 1 as shown on Volume 23 Surveys at Page 95

14) North 31°56'06" West, 1,508.05 feet; thence to the **POINT OF BEGINNING.**

Excepting therefrom the two "Non-residential areas" described as follows:

NON-RESIDENTIAL AREA #1:

All that land lying northerly of the following described line.

Beginning at Point "A" as described above: thence

15) South 62°02'00" West, 15.00 feet; thence

16) South 62°17'59" West, 100.00 feet; thence

17) South 62°58'41" West, 100.00 feet; thence

18) South 61°38'49" West, 100.00 feet; thence

19) South 62°19'53" West, 100.00 feet; thence

20) South 59°17'01" West, 200.00 feet; thence

21) South 51°27'39" West, 200.00 feet; thence

22) South 61°16'34" West, 100.00 feet; thence

23) South 51°35'16" West, 150.00 feet; thence

24) South 81°27'58" West, 137.00 feet; thence

25) North 79°21'51" West, 200.00 feet; thence

26) North 70°29'14" West, 200.00 feet; thence

27) North 62°41'28" West, 136.65 feet; thence

28) North 62°41'32" West, 11.27 feet; thence

29) South 20°38'08" West, 122.29 feet; to a point on the westerly boundary of said Parcel A.

Non-Residential Area #1 containing an area of 5.46 acres, more or less.

Non-Residential Area #2:

A strip of land 100 feet wide lying parallel with and northerly of courses 11 through 13 as described above.

Non-Residential Area #2 containing an area of 3.53 acres, more or less.

Residential Area containing an area of 39.89 acres, more or less.

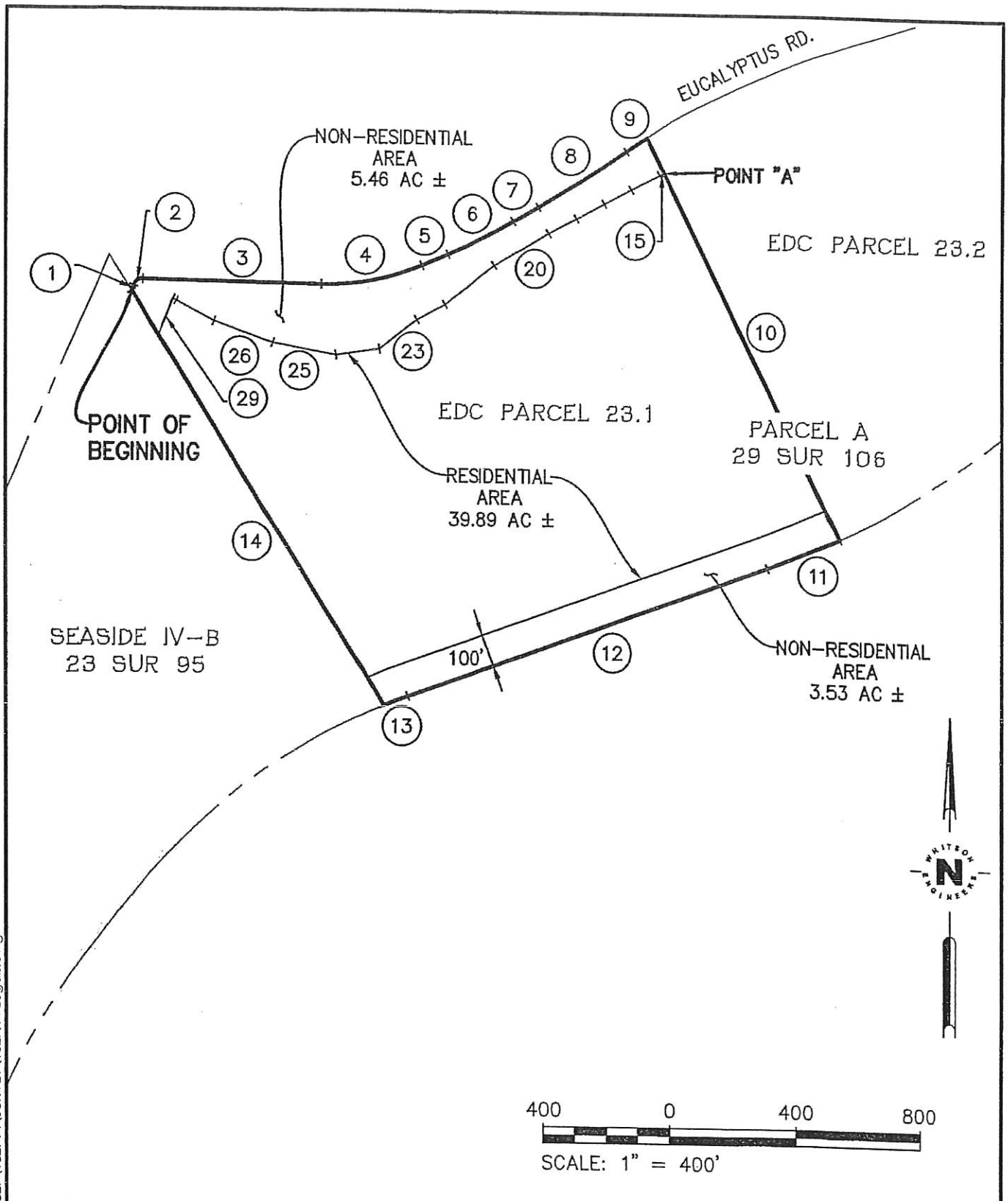
Attached hereto is a plat to accompany legal description, and by this reference made a part hereof

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS

LICENSED LAND SURVEYOR
RICHARD P. WEBER
No. 8002
STATE OF CALIFORNIA

RICHARD P. WEBER P.L.S.
L.S. NO. 8002
Job No.: 1827.14



PLAT TO ACCOMPANY LEGAL DESCRIPTION

MRA MUNITION CLEANUP AREA
EDC PARCEL 23.1
SEASIDE, CALIFORNIA
4/1/2019

Whitson ENGINEERS

Civil Engineering + Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

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PROJECT No.: 1827.14

EXHIBIT "A"
LEGAL DESCRIPTION
EDC PARCEL 23.2
RESIDENTIAL AND NON-RESIDENTIAL DESIGNATIONS

Certain real property situate in the City of Seaside, County of Monterey, State of California, described as follows:

Being a portion of that certain real property shown as Parcel A on that certain map filed on February 12, 2008 as Volume 29 Surveys at Page 106 of said County, more particularly described as follows:

RESIDENTIAL AREA:
The area described below in courses 1-14 excepting therefrom the Non-Residential Areas as defined below.

Beginning at the most northerly corner of said Parcel A; thence following the boundary of said Parcel A

1) South 18°59'46" West, 643.04 feet; thence

2) South 68°33'01" West, 1,993.60 feet; thence

3) Southwesterly 1,238.25 feet along the arc of a tangent curve to the left having a radius of 2,075.00 feet, through a central angle of 34°11'28"; thence

4) Southwesterly 1,339.45 feet along a reverse curve to the right having a radius of 2,535.00 feet, through a central angle of 30°16'26"; thence departing said Parcel A boundary

5) North 26°07'15" West, 1,383.53 feet, more or less, to a point on the northerly boundary of said Parcel A, at 1262.09 feet a point herein for convenience called Point "A"; thence along said northerly boundary

6) North 56°00'00" East, 54.19 feet; thence

7) Northeasterly 140.93 feet along the arc of a tangent curve to the right having a radius of 960.00 feet, through a central angle of 8°24'41"; thence

8) North 64°24'41" East, 87.67 feet; thence

9) Easterly 494.68 feet along the arc of a tangent curve to the right having a radius of 3,460.00 feet, through a central angle of 08°11'30"; thence

10) North 72°36'11" East, 539.15 feet; thence

11) Easterly 256.87 feet along the arc of a tangent curve to the right having a radius of

4,960.00 feet, through a central angle of 02°58'02"; thence

12) North 75°34'13" East, 101.08 feet; thence

13) North 75°48'43" East, 716.86 feet; thence

14) North 67°55'10" East, 2,562.22 feet; thence to the **POINT OF BEGINNING.**

Excepting therefrom the "Non-residential area" described as follows:

NON-RESIDENTIAL AREA:

All that land lying northerly of the following described line.

Beginning at Point "A" as described above: thence

15) North 62°02'00" East, 84.87 feet; thence

16) North 67°37'44" East, 100.00 feet; thence

17) North 63°51'46" East, 100.00 feet; thence

18) North 62°38'29" East, 199.90 feet; thence

19) North 65°12'27" East, 100.00 feet; thence

20) North 66°23'11" East, 100.00 feet; thence

21) North 73°13'10" East, 100.00 feet; thence

22) North 74°18'20" East, 199.89 feet; thence

23) North 70°28'14" East, 100.00 feet; thence

24) North 72°42'15" East, 100.00 feet; thence

25) North 83°33'07" East, 100.00 feet; thence

26) North 80°51'25" East, 100.00 feet; thence

27) North 62°30'26" East, 100.00 feet; thence

28) North 67°06'43" East, 100.00 feet; thence

29) North 79°04'14" East, 100.00 feet; thence

30) North 74°32'31" East, 100.00 feet; thence

31) North 72°58'21" East, 100.00 feet; thence

32) North 72°20'52" East, 100.00 feet; thence

33) North 70°27'22" East, 100.00 feet; thence

34) North 68°40'19" East, 100.00 feet; thence

35) North 72°04'18" East, 100.00 feet; thence

36) North 71°51'07" East, 100.00 feet; thence

37) North 68°34'33" East, 100.00 feet; thence

38) North 61°25'32" East, 100.00 feet; thence

39) North 74°00'58" East, 104.76 feet; thence

40) North 70°30'23" East, 100.00 feet; thence

41) North 66°12'59" East, 132.00 feet; thence

42) North 63°53'28" East, 200.00 feet; thence

43) North 67°36'01" East, 200.00 feet; thence

44) North 69°21'53" East, 200.00 feet; thence

45) North 71°52'47" East, 200.00 feet; thence

46) North 68°04'34" East, 100.00 feet; thence

47) North 65°46'02" East, 150.00 feet; thence

48) North 62°55'36" East, 100.00 feet; thence

49) North 64°25'33" East, 100.00 feet; thence

50) North 73°09'09" East, 100.00 feet; thence

51) North 68°54'16" East, 78.12 feet; thence

52) North 68°33'56" East, 100.00 feet; thence

53) North 67°15'11" East, 100.00 feet; thence

54) North 62°45'55" East, 100.00 feet; thence

55) North 71°17'16" East, 233.65 feet, more or less, to a point on the easterly boundary of said Parcel A

The Non-Residential area containing 10.74 acres, more or less.

Together with a Non-Residential area described as follows:

A strip of land 100 feet wide lying westerly of course 1 and northerly of courses 2 through 4 as described above.

The Non-Residential area containing 11.55 acres, more or less.

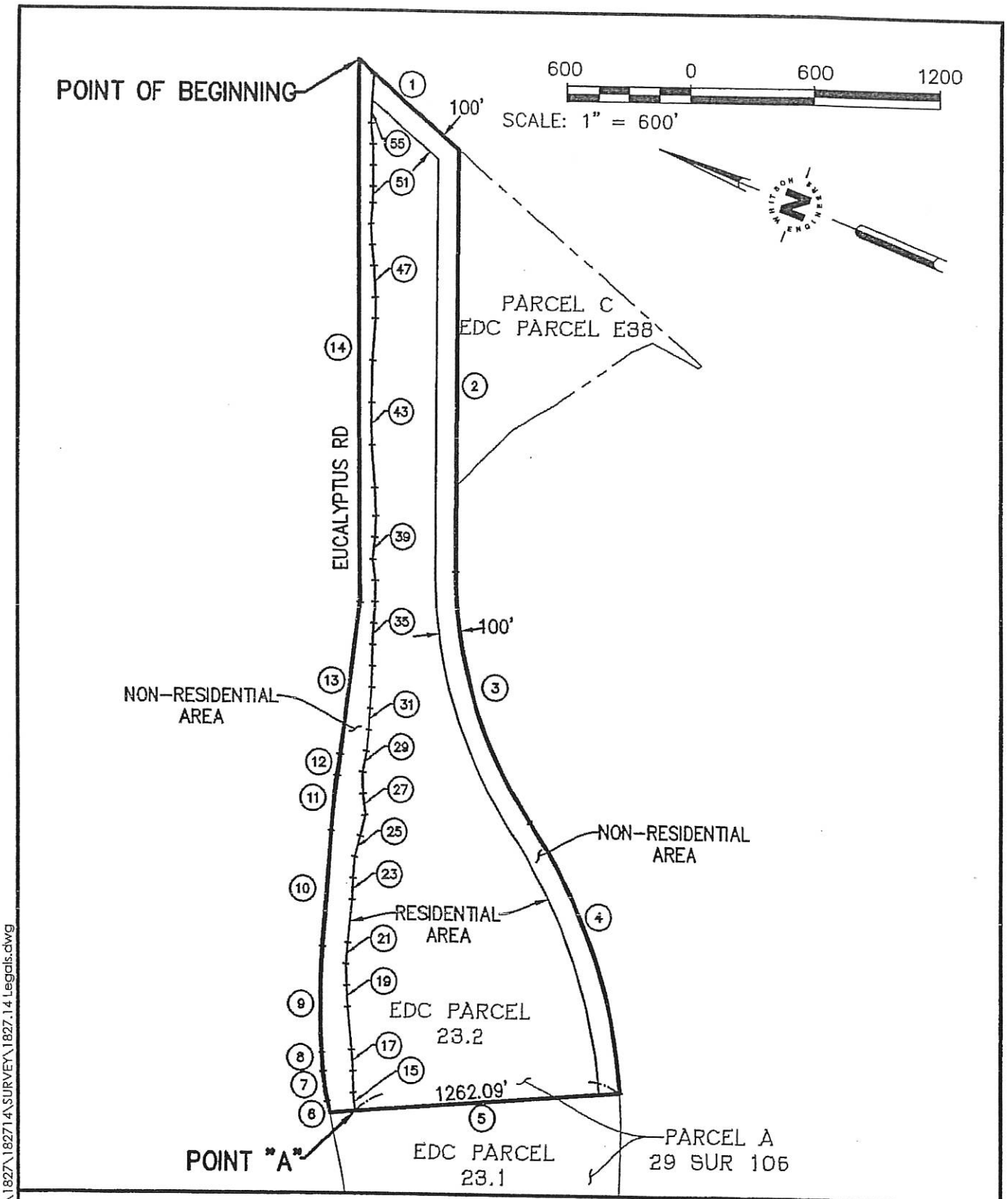
The Residential area containing 56.5 acres, more or less.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS

RICHARD P. WEBER P.L.S.
L.S. NO. 8002
Job No.: 1827.14



PLAT TO ACCOMPANY LEGAL DESCRIPTION

MRA MUNITION CLEANUP AREA
EDC PARCEL 23.2
SEASIDE, CALIFORNIA
4/1/2019

Whitson ENGINEERS

Civil Engineering + Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

T:\Monterey Projects\1827\182714\SURVEY\1827.14 Legals.dwg

PROJECT No.: 1827.14

EXHIBIT "A"
LEGAL DESCRIPTION
EDC PARCEL 24
RESIDENTIAL AND NON-RESIDENTIAL DESIGNATIONS

Certain real property situate in the City of Seaside, County of Monterey, State of California, described as follows:

Being a portion of that certain real property shown as Parcel 1 on that certain map filed on June 15, 2000 as Volume 23 Surveys at Page 95 of said County, more particularly described as follows:

NON-RESIDENTIAL AREA:
The area described below as courses 1-7 excepting therefrom the Residential Areas as defined below.

Beginning at the southwesterly corner of said Parcel 1; thence following the westerly boundary of said Parcel 1

1) North 23°14'55" East, 4,780.29 feet; thence departing said westerly boundary of said Parcel 1

2) North 89°47'21" East, 1,425.11 feet to a point on the easterly boundary of said Parcel 1, at 201.72 feet a point herein for convenience called Point "A", at 494.07 feet a point herein for convenience called Point "B; thence along the boundary of said Parcel 1

3) South 1°15'12" East, 465.78 feet; thence

4) Southerly 874.39 feet along the arc of a tangent curve to the right having a radius of 2,500.00 feet, through a central angle of 20°02'22"; thence

5) South 18°47'10" West, 1,713.97 feet; thence

6) Southerly 1,522.28 feet along the arc of a tangent curve to the left having a radius of 3,310.00 feet, through a central angle of 26°21'02"; thence

7) North 88°47'40" West, 2,490.65 feet; thence to the **POINT OF BEGINNING.**

Excepting therefrom the "Residential area" described as follows:

RESIDENTIAL AREA:
All that land lying northerly and westerly of following described courses.

Beginning at Point "A" as described above: thence

8) South 20°17'41" West, 235.06 feet, more or less, to a point on the above described Course 1.

9) South 26°45'12" West, 200.00 feet; thence

10) South 18°59'52" West, 200.00 feet; thence

11) South 24°12'50" West, 200.00 feet; thence

12) South 32°15'31" West, 165.00 feet; thence

13) South 26°50'10" West, 150.37 feet; thence

14) South 12°06'45" West, 100.00 feet; thence

15) South 8°41'26" West, 100.00 feet; thence

16) South 22°30'44" West, 100.00 feet; thence

17) South 43°44'43" West, 100.00 feet; thence

18) South 28°26'39" West, 217.50 feet; thence

19) South 13°59'05" West, 200.00 feet; thence

20) South 24°16'38" West, 200.00 feet; thence

21) South 29°19'27" West, 128.51 feet; thence

22) South 24°04'04" West, 130.00 feet; thence

23) South 24°07'08" West, 200.00 feet; thence

24) South 21°21'08" West, 148.00 feet; thence

25) South 28°16'12" West, 100.00 feet; thence

26) South 27°50'47" West, 100.00 feet; thence

27) South 28°49'38" West, 42.18 feet; thence

28) South 25°26'45" West, 60.37 feet; thence

29) South 17°44'32" West, 99.58 feet; thence

30) South 14°33'41" West, 200.00 feet; thence

31) South 33°32'36" West, 100.00 feet; thence

32) South 25°16'31" West, 142.00 feet; thence

33) South 12°43'27" West, 169.32 feet; thence

34) North 87°38'27" West, 205.30 feet; thence

Also excepting herewith the following Residential Area:

Beginning at Point "B" as described above: thence

35) South 18°30'56" West, 103.91 feet; thence

36) South 24°07'06" West, 155.00 feet; thence

37) South 23°35'16" West, 205.41 feet; thence

38) South 13°29'50" West, 200.00 feet; thence

39) South 38°15'43" West, 158.00 feet; thence

40) South 31°29'32" West, 79.63 feet; thence

41) South 35°14'00" West, 87.47 feet; thence

42) South 16°09'03" West, 200.00 feet; thence

43) South 21°32'27" West, 180.00 feet; thence

44) South 31°17'36" West, 102.00 feet; thence

45) South 02°03'47" East, 200.00 feet; thence

46) South 40°11'07" West, 180.00 feet; thence

47) South 36°42'15" West, 200.00 feet; thence

48) South 24°05'42" West, 200.00 feet; thence

49) South 21°06'09" West, 100.00 feet; thence

50) South 21°29'41" West, 200.00 feet; thence

51) South 24°09'53" West, 200.00 feet; thence

52) South 24°36'39" West, 200.00 feet; thence

53) South 23°39'46" West, 200.00 feet; thence

54) South 26°50'25" West, 190.00 feet; thence

55) South 15°17'15" West, 150.00 feet; thence

56) South 16°38'53" West, 150.00 feet; thence

57) South 25°07'50" West, 187.82 feet; thence

58) South 87°38'27" East, 1,518.35 feet, to a point 100 feet distance from the easterly boundary of said Parcel 1; thence continuing 100 feet distance and westerly of the easterly boundary of said Parcel 1

59) Northerly 636.33 feet along the arc of a non-tangent curve to the right having a radius of 3,410.00 feet (a radial bearing to the center point of said curve bears South 81°54'21" East), through a central angle of 10°41'31"; thence

60) North 18°47'10" East, 1,713.97 feet; thence

61) Northerly 839.41 feet along the arc of a tangent curve to the left having a radius of 2,400.00 feet, through a central angle of 20°02'22"; thence

62) North 01°15'12" West, 467.60 feet, more or less, to a point on the above described Course 2.

The Residential areas containing 117.9 acres, more or less.
The Non-Residential area containing 80.3 acres, more or less.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof

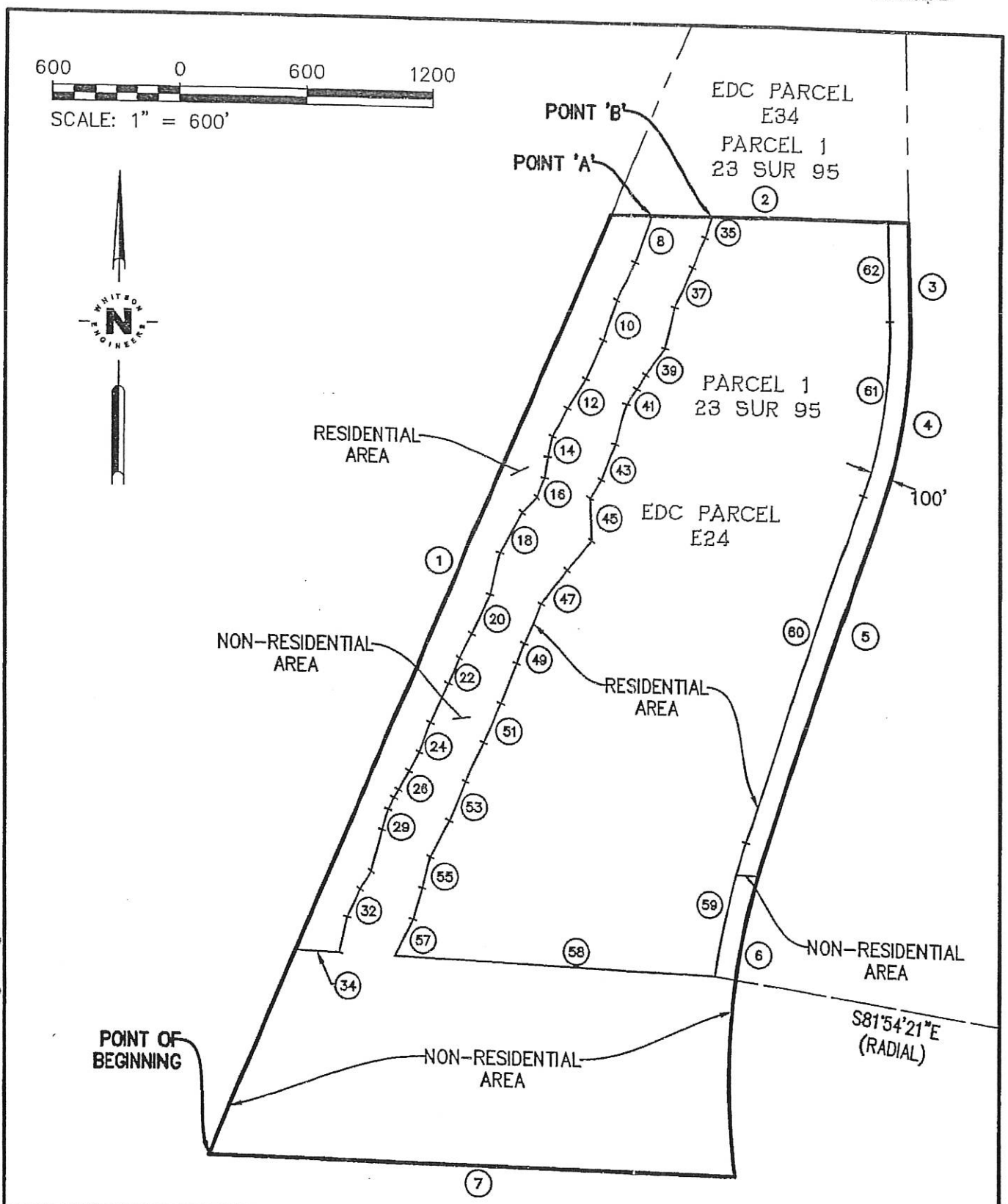
END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS

April 10, 2019

RICHARD P. WEBER P.L.S.
L.S. NO. 8002
Job No.: 1827.14

LICENSED LAND SURVEYOR
RICHARD P. WEBER
No. 8002
STATE OF CALIFORNIA



PLAT TO ACCOMPANY LEGAL DESCRIPTION

MRA MUNITION CLEANUP AREA
EDC PARCEL E24
SEASIDE, CALIFORNIA
4/2/2019

Whitson ENGINEERS

Civil Engineering + Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

PROJECT No.: 1827.14

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EXHIBIT "A"
LEGAL DESCRIPTION
EDC PARCEL 34
RESIDENTIAL AND NON-RESIDENTIAL DESIGNATIONS

Certain real property situate in the City of Seaside, County of Monterey, State of California, described as follows:

Being a portion of that certain real property shown as Parcel 1, Seaside IV-B on that certain map filed on June 15, 2000 as Volume 23 Surveys at Page 95 of said County, more particularly described as follows:

RESIDENTIAL AREA:
The area described below in courses 1-7 excepting therefrom the Non-Residential Areas as defined below.

Beginning at the most northerly corner of said Parcel 1; thence following the common boundary of said Parcel 1 and Parcel A, as said Parcel A is shown on that map field for record as Volume 29 Surveys at Page 106

1) South 31°55'36" East, 1,639.79 feet, at 294.95 feet a point herein for convenience called Point "A"; thence

2) Southwesterly 969.72 feet along the arc of a non-tangent curve to the left having a radius of 1,975.00 feet (a radial bearing to the center point of said curve bears South 22°06'46" East), through a central angle of 28°07'55"

3) South 39°45'19" West, 124.70 feet; thence

4) Southerly 1,789.34 feet along the arc of a tangent curve to the left having a radius of 2,500.00 feet, through a central angle of 41°00'31"; thence

5) South 01°15'12" East, 874.85 feet; thence departing the easterly boundary of said Parcel 1

6) South 89°47'21" West, 1,425.11 feet, more or less, to a point on the westerly boundary of said Parcel 1; thence along said westerly boundary

7) North 23°14'55" East, 4,993.07 feet to the **POINT OF BEGINNING.**

Excepting therefrom the "Non-Residential area" described as follows:

NON-RESIDENTIAL AREA:
All that land bound by the following described line.

Beginning at Point "A" as described above: thence

8) South 20°38'08" West, 47.01 feet; thence

9) South 26°46'17" West, 200.00 feet; thence

10) South 29°46'08" West, 200.00 feet; thence

11) South 31°25'25" West, 179.39 feet; thence

12) South 18°31'44" West, 90.00 feet; thence

13) South 15°18'42" West, 100.00 feet; thence

14) South 01°11'31" West, 100.00 feet; thence

15) South 13°32'36" East, 63.90 feet; thence

16) South 12°27'25" East, 100.00 feet; thence

17) South 02°47'29" East, 100.00 feet; thence

18) South 04°44'58" West, 100.00 feet; thence

19) South 16°14'25" West, 100.00 feet; thence

20) South 23°51'29" West, 100.00 feet; thence

21) South 26°07'06" West, 100.00 feet; thence

22) South 25°41'00" West, 103.26 feet; thence

23) South 21°36'02" West, 100.00 feet; thence

24) South 20°32'15" West, 125.00 feet; thence

25) South 17°28'18" West, 100.00 feet; thence

26) South 11°22'13" West, 70.00 feet; thence

27) South 17°30'48" West, 100.00 feet; thence

28) South 27°21'29" West, 200.00 feet; thence

29) South 24°27'42" West, 200.00 feet; thence

30) South 09°10'34" West, 44.00 feet; thence

31) South 14°20'05" West, 112.00 feet; thence

32) South 30°49'48" West, 35.00 feet; thence

33) South 32°00'29" West, 176.00 feet; thence

34) South 30°28'30" West, 160.00 feet; thence

35) South 18°49'27" West, 200.00 feet; thence

36) South 27°24'51" West, 200.00 feet; thence

37) South 13°35'10" West, 89.64 feet; thence

38) South 24°35'17" West, 128.00 feet; thence

39) South 25°52'30" West, 100.00 feet; thence

40) South 26°11'25" West, 185.00 feet; thence

41) South 23°05'18" West, 200.00 feet; thence

42) South 23°21'01" West, 200.00 feet; thence

43) South 15°10'15" West, 200.00 feet; thence

44) South 18°10'25" West, 94.35 feet, more or less, to a point on the above described Course 6; thence along said Course 6

45) South 89°46'39" West, 292.36 feet; thence departing said Course 6

46) North 20°17'41" East, 17.79 feet; thence

47) North 24°14'08" East, 147.32 feet; thence

48) North 18°20'30" East, 200.00 feet; thence

49) North 23°04'07" East, 200.00 feet; thence

50) North 28°06'33" East, 200.00 feet; thence

51) North 24°20'01" East, 200.00 feet; thence

52) North 24°11'55" East, 200.00 feet; thence

53) North 24°55'08" East, 100.00 feet; thence

54) North 15°57'44" East, 100.00 feet; thence

55) North 10°06'07" East, 100.00 feet; thence

56) North 30°21'13" East, 200.00 feet; thence

57) North 25°43'18" East, 200.00 feet; thence

58) North 20°42'43" East, 200.00 feet; thence

59) North 20°59'21" East, 150.00 feet; thence

60) North 21°42'39" East, 200.00 feet; thence

61) North 25°42'21" East, 200.00 feet; thence

62) North 21°33'35" East, 112.00 feet; thence

63) North 14°31'28" East, 100.00 feet; thence

64) North 29°19'48" East, 100.00 feet; thence

65) North 26°18'29" East, 100.00 feet; thence

66) North 26°31'33" East, 100.00 feet; thence

67) North 25°35'50" East, 100.00 feet; thence

68) North 27°34'50" East, 100.00 feet; thence

69) North 19°08'49" East, 100.00 feet; thence

70) North 10°10'12" East, 100.00 feet; thence

71) North 06°39'18" West, 150.00 feet; thence

72) North 08°42'29" West, 100.00 feet; thence

73) North 07°40'06" West, 77.15 feet, more or less, to a point on the westerly boundary of said Parcel 1; thence along the boundary of said Parcel 1

74) North 23°14'55" East, 1,117.27 feet; thence

75) South 31°55'36" East, 294.84 feet.

Also excepting herewith the following Non-Residential Area:

A strip of land 100 feet wide lying northerly and westerly of courses 2 through 5 as described above.

The Residential areas containing 61.5 acres, more or less.
The Non-Residentials area containing 35.6 acres, more or less.

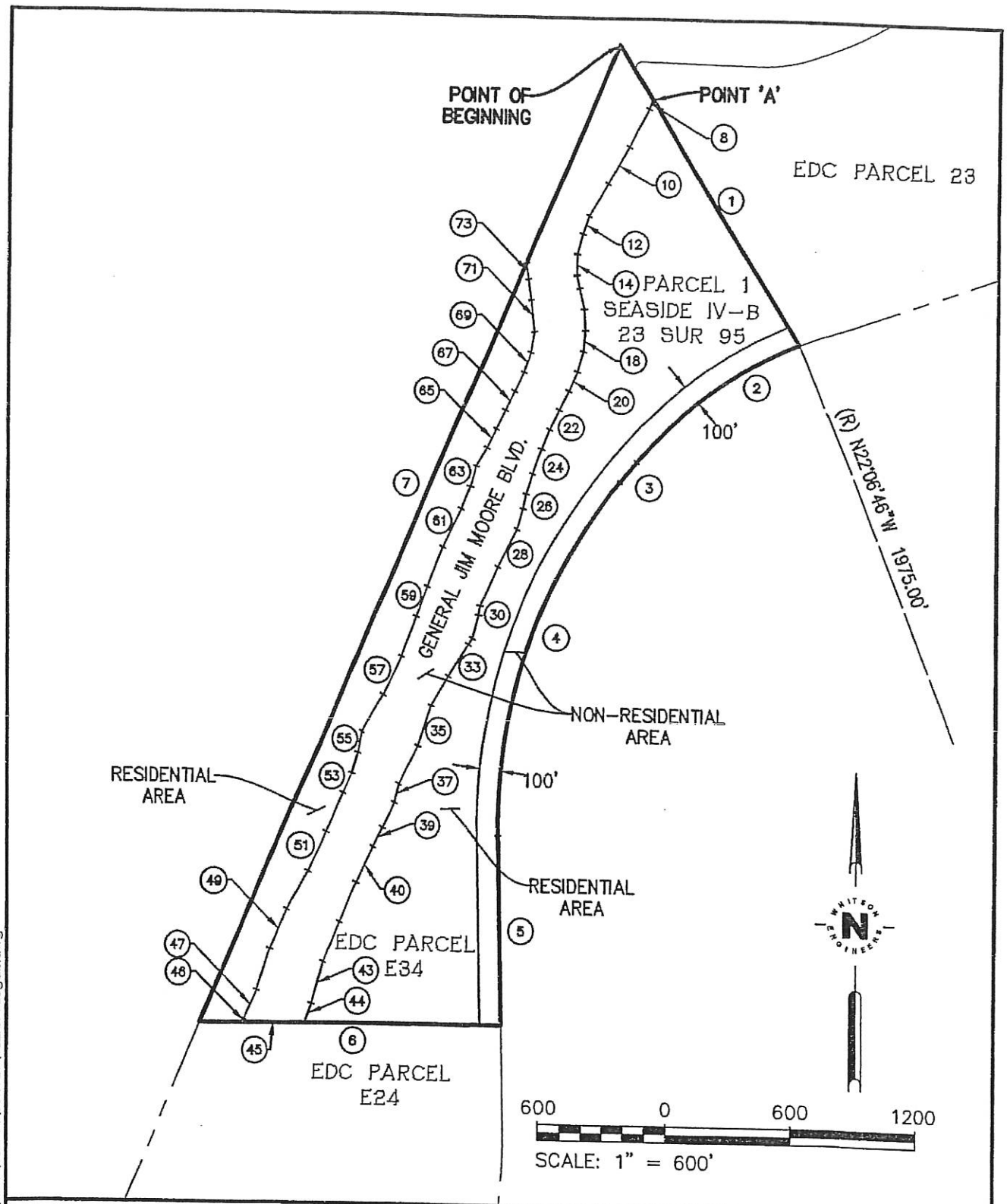
Attached hereto is a plat to accompany legal description, and by this reference made a part hereof

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS

LICENSED LAND SURVEYOR
RICHARD P. WEBER
No. 8002
STATE OF CALIFORNIA

RICHARD P. WEBER P.L.S.
L.S. NO. 8002
Job No.: 1827.14



PLAT TO ACCOMPANY LEGAL DESCRIPTION

MRA MUNITION CLEANUP AREA
EDC PARCEL E34
SEASIDE, CALIFORNIA
4/1/2019

Whitson ENGINEERS

Civil Engineering + Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

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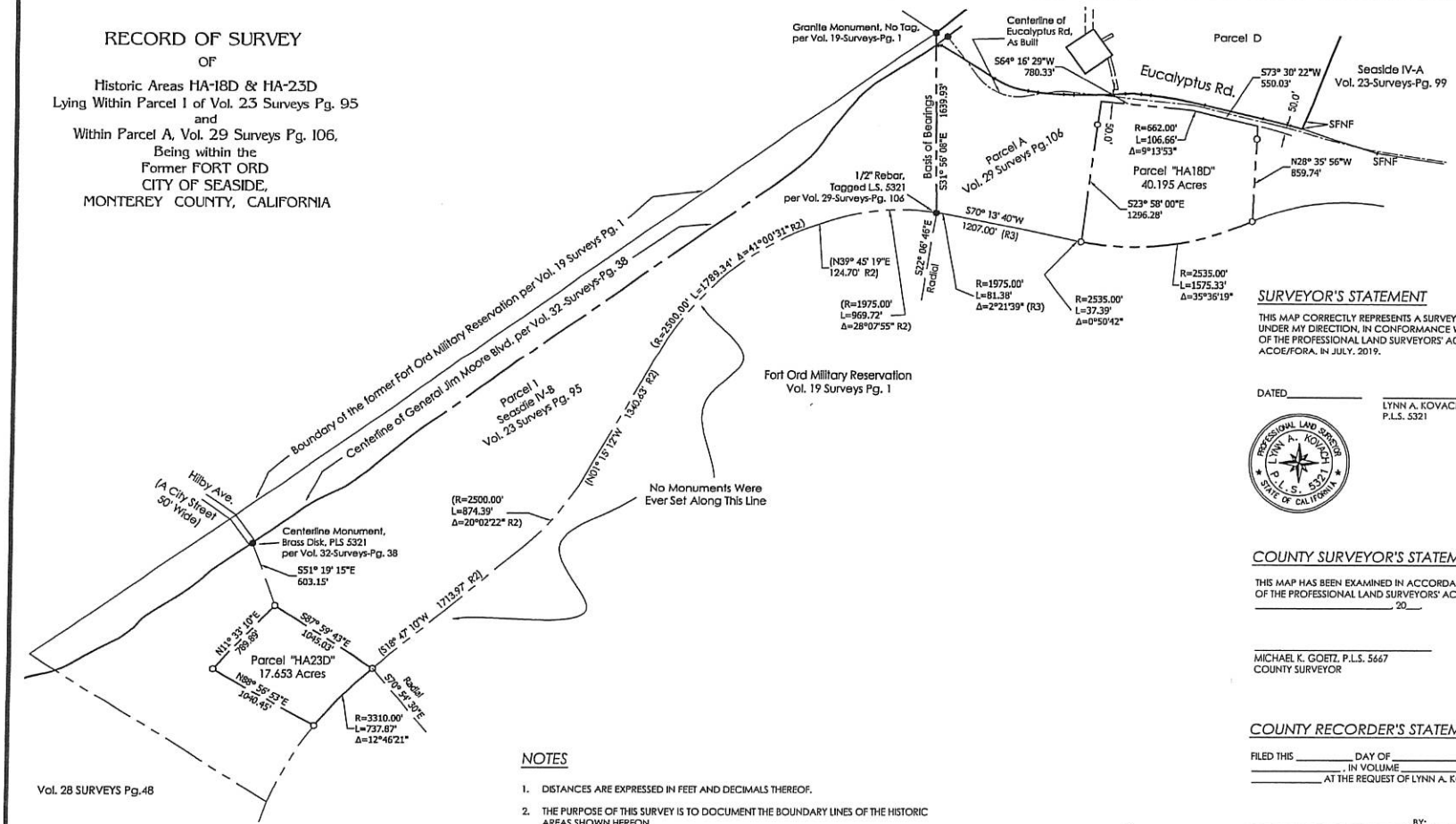
PROJECT No.: 1827.14

RECORD OF SURVEY

OF

Historic Areas HA-18D & HA-23D
Lying Within Parcel 1 of Vol. 23 Surveys Pg. 95
and
Within Parcel A, Vol. 29 Surveys Pg. 106,
Being within the
Former FORT ORD
CITY OF SEASIDE,
MONTEREY COUNTY, CALIFORNIA



LEGEND

- O SET 1" IRON PIPE TAGGED L.S. 5321, UNLESS NOTED OTHERWISE
- ● FOUND 3" BRASS DISK TAGGED L.S. 5321 IN MONUMENT WELL PER VOL. 32-SURVEYS-PG. 38, UNLESS NOTED OTHERWISE
- R1 RECORD DATA PER VOL. 32 -SURVEYS-PG. 38
- R2 RECORD DATA PER VOL. 23 -SURVEYS- PG. 95
- R3 RECORD DATA PER VOL. 29 -SURVEYS- PG. 106

BASIS OF BEARINGS

THE BEARING OF N 31°56'06" W ALONG THE NORTHWESTERLY BOUNDARY LINE OF PARCEL A AS SHOWN ON THE MAP RECORDED IN VOLUME 29 OF SURVEYS AT PAGE 186 AS FOUND MONUMENTED, WAS TAKEN AS BASIS OF BEARINGS SHOWN UPON THIS MAP.

NOTES

1. DISTANCES ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
2. THE PURPOSE OF THIS SURVEY IS TO DOCUMENT THE BOUNDARY LINES OF THE HISTORIC AREAS SHOWN HEREON.
3. THIS MAP IS BEING FILED IN CONFORMANCE WITH SEC. 8762 (B) (4) THE LOCATION, RELOCATION, ESTABLISHMENT, REESTABLISHMENT, OR RETRACEMENT OF ONE OR MORE POINTS OR LINES NOT SHOWN ON ANY SUBDIVISION MAP, OFFICIAL MAP, OR RECORD OF SURVEY, THE POSITIONS OF WHICH ARE NOT ASCERTAINABLE FROM AN INSPECTION OF THE SUBDIVISION MAP, OFFICIAL MAP, OR RECORD OF SURVEY.
4. THE CENTERLINE OF EUCALYPTUS ROAD AND THE BOUNDARY OF PARCEL A, VOLUME 29 OF SURVEYS AT PAGE 106, ARE NOT COINCIDENT.THE CENTERLINE IMPROVEMENTS ALONG EUCALYPTUS ROAD, AS BUILT, IS SHOWN FOR REFERENCE ONLY. THE BOUNDARY OF PARCEL "HA18D" IS INTENDED TO BE 50 FEET FROM THE CENTERLINE OF THE IMPROVEMENTS.
5. AT THE REQUEST OF THE COUNTY SURVEYOR, FOR THE PURPOSES OF MAP INDEXING, APPROXIMATE SURVEY SITE COORDINATES ARE BEING PROVIDED.

N: 2120371
E: 5735075

0 600 1200 1800
SCALE IN FEET

SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS' ACT AT THE REQUEST OF ACOE/FORA, IN JULY, 2019.

DATED_____ _____
LYNN A. KOVACH
P.L.S. 5321

PROFESSIONAL LAND SURVEYOR LYNN A. KOVACH P.L.S. 5321 STATE OF CALIFORNIA

COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8766 OF THE PROFESSIONAL LAND SURVEYORS' ACT THIS _____ DAY OF _____, 20__.

_____
MICHAEL K. GOETZ, P.L.S. 5667
COUNTY SURVEYOR

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20__ AT _____, IN VOLUME _____ OF SURVEYS AT PAGE _____ AT THE REQUEST OF LYNN A. KOVACH.

_____ BY: _____
STEPHEN L. VAGNINI
COUNTY RECORDER DEPUTY

SERIAL NO. _____ FEE: $_____

PREPARED FOR: ACOE/FORA

SURVEYED BY: POLARIS CONSULTING
P. O. BOX 1378
CARMEL VALLEY, CA 93924
831-659-9564

SCALE: 1" = 600' VIEW: ROS DATE: September 27, 2019
FILE NAME: FT ORD TANSFER.dwg JOB #18270 Sheet 1 of 1

Exhibit C

LEGAL DESCRIPTION

Parcel HA 18 D

Situate within a portion of Parcel A as it is shown on that certain map filed in Volume 29 of Surveys at Page 106 lying within the boundaries of the former Fort Ord Military Reservation, City of Seaside, Monterey County, State of California

COMMENCING at a granite monument standing at a corner of the Noche Buena Rancho being also an angle point in the boundary of the lands of the former Fort Ord Military Reservation, said point being shown on that certain map filed in Volume 19 of Surveys at Page 1, and running thence South 31° 56′ 08″ East for a distance of 1,639.93 feet to the most southwesterly corner of said Parcel A; thence along the southerly boundary of said Parcel A; along a curve to the right the center of which bears South 22° 06′ 46″ East for a distance of 1,975.00 feet, with a radius of 1975.00 feet, through an angle of 2°1′ 39″ for an arc distance of 81.38 feet; thence South 70° 13′ 40″ West for a distance of 1,207.00 feet; thence along a tangent curve to the left with a radius of 2,535.00 feet, through an angle of 0° 50′ 42″ for a length of 37.39 feet to a one inch iron pipe with cap, LS 5321, being the POINT OF BEGINNING; thence from said Point of Beginning

1. North 23° 58' 00" West for a total distance of 1,296.28 feet; at 1,065.88 feet a one inch iron pipe with cap, LS 5321; thence along a line which is parallel and 50 feet southerly to the centerline of the improvements on Eucalyptus Road

2. North 64° 16' 29" East for a distance of 780.33 feet to the beginning of a tangent curve; thence continuing along a line which is parallel and 50 feet southerly to the centerline of the improvements on Eucalyptus Road

3. Along curve turning to the right through an angle of 09° 13' 53", having a radius of 662.00 feet, for a length of 106.66 feet, and whose long chord bears North 68° 53' 25" East for a distance of 106.55 feet; thence along a tangent line which is parallel and 50 feet southerly to the centerline of the improvements on Eucalyptus Road
4.

LEGAL DESCRIPTION

Parcel HA 18 D

5. North 73° 30' 22" East for a distance of 550.03 feet; thence

6. South 28° 35' 56" East for a total distance of 859.74 feet to a one inch iron pipe with cap, LS 5321, at the southerly boundary line of said Parcel A, being also the beginning of a non-tangential curve, at 112.53 feet a one inch iron pipe with cap, LS 5321; thence continuing along said southerly boundary line

7. Along a non-tangent curve turning to the right, the center of which bears North 56 12′ 20″ West for a distance of 2,535.00 feet, through an angle of 35° 36' 19", having a radius of 2,535.00 feet, for a length of 1,575.32 feet, and whose long chord bears South 51° 35' 50" W for a distance of 1,550.10 feet to the POINT OF BEGINNING.

Containing an area of 40.195 Acres, more or less.

Subject to any and all easements, reservations, restrictions and conveyances of record.

Said parcel is as shown on the attached Exhibit, attached hereto and made a part hereof.

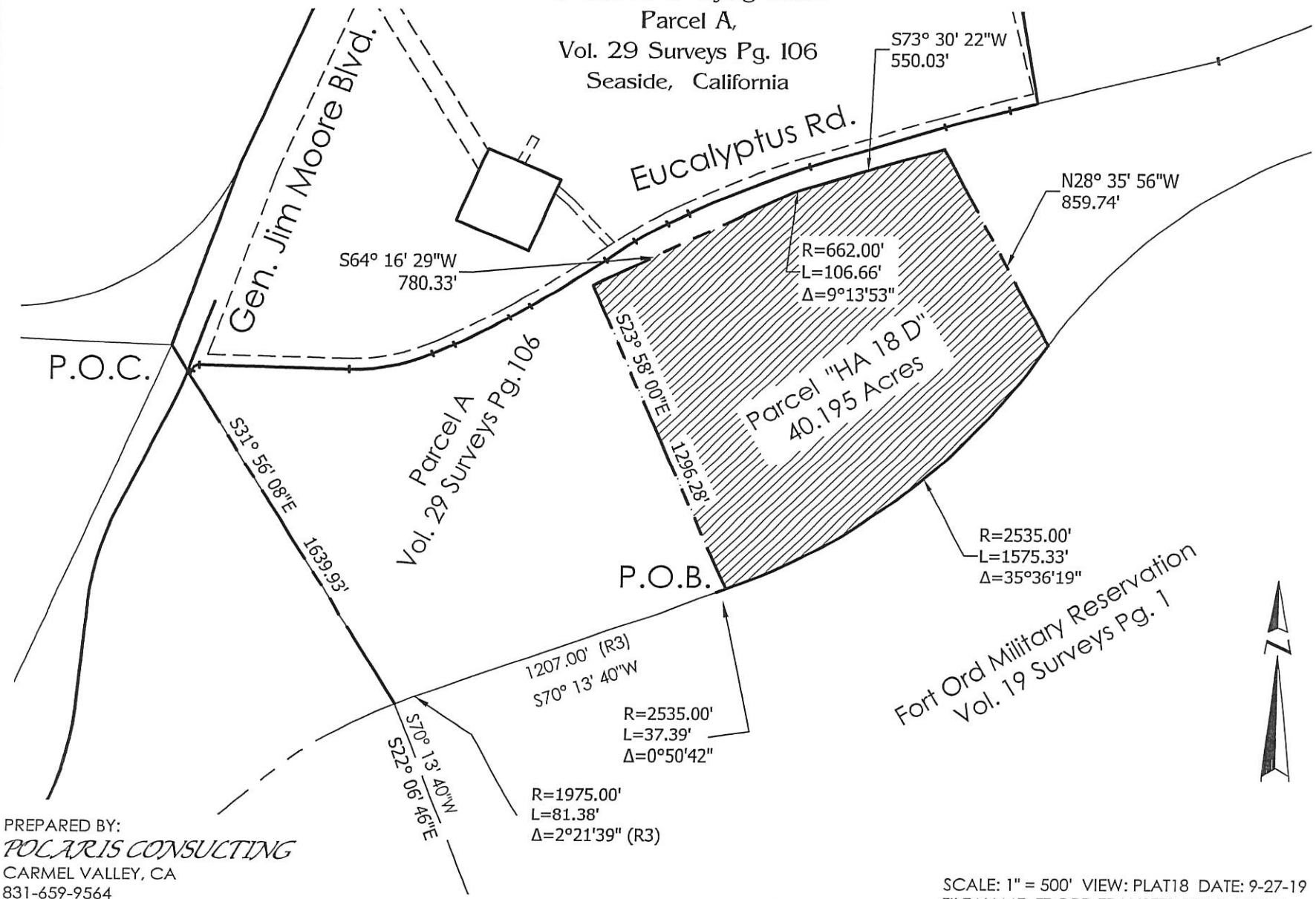
This legal description was prepared by:

Lynn A. Kovach P.L.S. 5321

Dated: September 27, 2019

EXHIBIT

of "HA 18 D" Lying Within
Parcel A,
Vol. 29 Surveys Pg. 106
Seaside, California



PREPARED BY:
POLARIS CONSULTING
CARMEL VALLEY, CA
831-659-9564

SCALE: 1" = 500' VIEW: PLAT18 DATE: 9-27-19
FILE NAME: FT ORD TRANSFER.DWG 18270

Exhibit C

LEGAL DESCRIPTION

Parcel HA 23 D

Situate within a portion of Parcel 1, "Seaside IV-B", as it is shown on that certain map filed in Volume 23 of Surveys at Page 95 lying within the boundaries of the former Fort Ord Military Reservation, City of Seaside, Monterey County, State of California

BEGINNING at a one inch iron pipe with cap marked LS 5321 from which a brass disk in a centerline monument box on General Jim Moore Blvd. at the intersection with Hilby Avenue as shown on Volume 32 of Surveys on Page 38 bears South 51° 19′ 15″ East for a distance of 603.15 feet; thence from said Point of Beginning

1. South 87° 59' 43" East a distance of 1045.04 feet to a one inch iron pipe with cap marked LS 5321 on the easterly boundary line of said Parcel 1; thence along said easterly boundary
2. Along a non-tangent curve turning to the left, the center of which bears South 70° 52′ 43″ East for a distance of 3,310.00 feet, through an angle of 12° 46' 21", having a radius of 3,310.00 feet, for a length of 737.87 feet, and whose long chord bears South 12° 44' 07" West for a distance of 736.34 feet to a one inch iron pipe with cap marked LS 5321 at a point of intersection with a non-tangential line; thence leaving said easterly boundary line
3. South 88° 56' 53" West for a distance of 1,040.45 feet to a one inch iron pipe with cap marked LS 5321; thence
4. North 11° 33' 10" East for a distance of 789.89 feet to the POINT OF BEGINNING.

Containing an area of 17.653 Acres, more or less.

Subject to any and all easements, reservations, restrictions and conveyances of record. Said parcel is as shown on the attached Exhibit, attached hereto and made a part hereof.

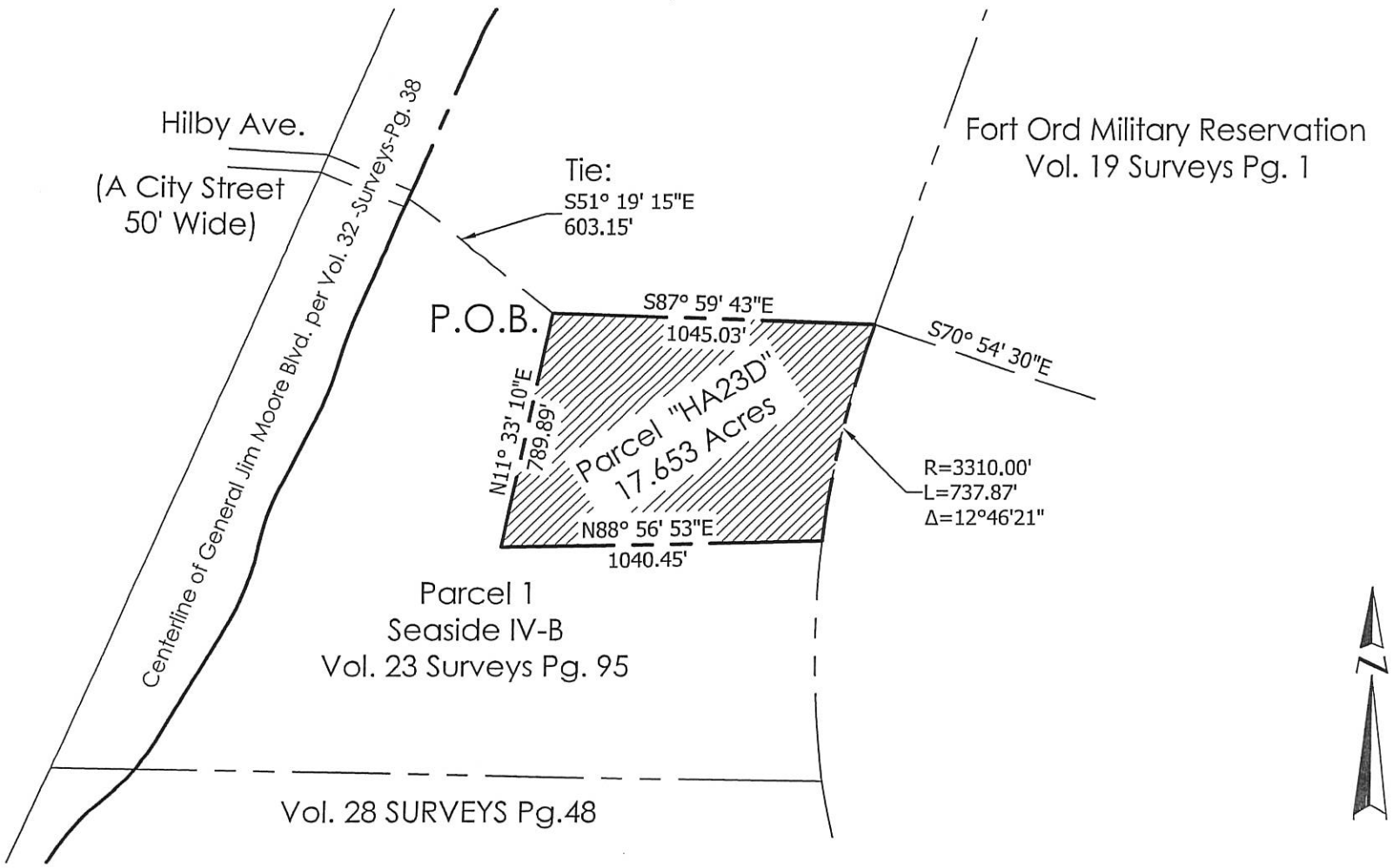
This legal description was prepared by:

Lynn A. Kovach P.L.S. 5321

Dated: September 27, 2019

EXHIBIT

of "HA23D" Lying Within
Parcel 1 , Seaside IV-B,
Vol. 23 Surveys Pg. 95
Seaside, California



PREPARED BY:
POLARIS CONSULTING
CARMEL VALLEY, CA
831-659-9564

SCALE: 1" = 500' VIEW: PLAT23 DATE: 9-2719
FILE NAME: FT ORD TRANSFER.DWG 18270

Exhibit C

Introduction

The Army first established Fort Ord as an Army training center in 1917. DoD closed Fort Ord in 1994. The Army conducted live-fire training and other muntions-related activities at Fort Ord between 1917 and 1994. Because of this live-fire training and munition-related activities military munitions may remain present on the surface and within the subsurface of the former Fort Ord.

After reviewing records of past training activities, the Army identified areas where munitions may be present and implemented munitions response efforts (cleanup) to remove munitions from the surface and subsurface of the Former Fort Ord. The Army's ongoing cleanup supports the reuse plans the local community selected. The conventional munitions encountered at Fort Ord include artillery projectiles, rockets, hand grenades, practice land mines, pyrotechnics, bombs, demolition materials and other munitions used by the Army.

Munitions, which may be encountered anywhere, should be considered dangerous. They may be heavily corroded, whole or in parts, buried, or covered with leaves, making them difficult to recognize. Should you suspect that you have encountered a munition, never approach, touch, move or disturb it. Even old munitions can detonate causing severe injuries or death. If visiting the former Fort Ord National Monument, learn and follow the 3Rs of Explosives Safety.

Surface munitions debris at the former Fort Ord

Former Fort Ord Army Installation

Emergency Contacts

If you encounter or suspect you have encountered a munition:

- Do not approach, touch or disturb it!
- Mark the location near the munitions
- CALL - 911
- Leave the area carefully, the way you entered

Danger signs are posted around areas where munitions may be present. Do not enter these areas. Off-roading is prohibited on the former Fort Ord.

If you have questions about the Army's cleanup efforts at the former Fort Ord visit www.FortOrdCleanup.com or call 1-800-852-9699.

Follow the 3Rs of Explosives Safety

Recognize
Retreat
Report

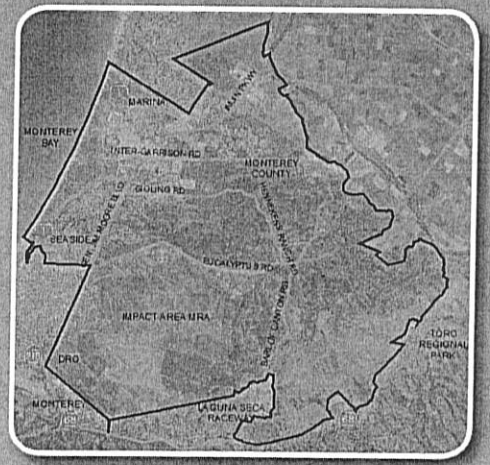
Visit the U.S. Army's Explosives Safety Education website: 3Rs.mil

Exhibit D

3Rs Safety Guide

Former Fort Ord Army Installation

California
Monterey County



U.S.ARMY

Recognize
Retreat
Report

2018

Exhibit D

Follow the 3Rs
of Explosives Safety

Historical Photograph of Fort Ord

Recognize

Recognize when you may have encountered a munition and that munitions are dangerous.

Recognizing when you may have encountered a munition is the most important step in reducing the risk of injury or death. Munitions may be encountered on land or in the water. Although munitions may be present almost anywhere, they may be easy or hard to identify.

To avoid the risk of injury or death:

- Never move, touch or disturb a munition or suspect munition.
- Be aware that munitions do not become safer with age, in fact they may become more dangerous.
- Don't be tempted to take or keep a munition as a souvenir.

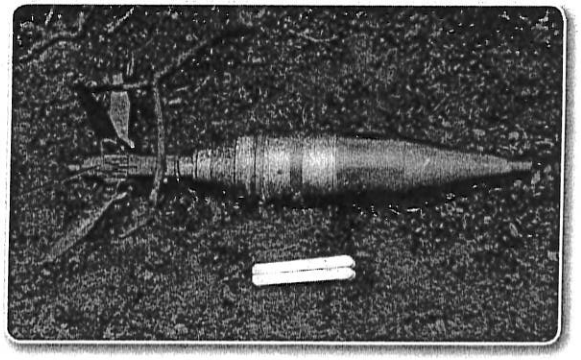
Munitions come in many sizes, shapes and colors. Some may look like bullets or bombs while others look like pipes, small cans or even a car muffler. Whether whole or in parts, new or old, shiny or rusty, munitions can still explode. The best way to avoid injury or death is to stay out of areas marked with warning signs or charted as restricted.

Retreat

Do not touch, move or disturb it, but carefully leave the area.

Avoid death or injury by recognizing that you may have encountered a munition and by promptly retreating from the area.

If you encounter what you believe is a munition, do not approach, touch or disturb it. Instead, immediately and carefully leave the area by retracing your steps—going out the way you entered. Once safely away from the munition, mark the path (e.g.,with a piece of clothing) so response personnel can find the munition.



Report

Notify the police at 911.

Protect yourself, your family, your friends and your community by immediately reporting munitions or suspected munitions to the police.

Provide as much information as possible about what you saw and where you saw it. This will help the police and military or civilian explosive ordnance disposal personnel find, evaluate and address the situation.

If you believe you may have encountered a munition, report:

- The area where you encountered it.
- Its general description. Do not approach, touch, move or disturb it to get a better description.
- When possible, describe its
  - Estimated size
  - Shape
  - Visible markings, including coloring

Exhibit D

DANGER

Areas where unexploded ordnance may be present are posted with DANGER signs. Do not enter areas where you see signs like the ones below. Off-road vehicular traffic is prohibited on the former Fort Ord.

PELIGRO

Las zonas donde podría estar presente material de artillería que aún no ha explotado están marcadas con letreros de PELIGRO. No entre en zonas donde vea letreros como los que se muestran abajo. El tráfico automotor fuera de la vía principal está prohibido en el antiguo Fort Ord.

If you have questions regarding the ordnance and explosives cleanup at the former Fort Ord, please contact:

Si tiene preguntas relacionadas con los armamentos y la erradicación de explosivos en el antiguo Fort Ord, por favor póngase en contacto

Fort Ord Base Realignment and Closure Field Office
831-393-1284

SAFETY ALERT

Exhibit E

Ordnance and Explosives at former Fort Ord

If you discover any object that resembles those shown inside this brochure

DO NOT TOUCH IT!
Instead, **MARK THE LOCATION**,
and **CALL THE POLICE - 911**
to report what you've found.

ALERTA DE SEGURIDAD

Material de artillería y explosivos en el antiguo Fort Ord

Si descubre cualquier objeto que se asemeje a los que se muestran en este folleto

¡NO LO TOQUE!
En su lugar, **MARQUE LA UBICACIÓN**,
y **LLAME A LA POLICÍA - 911**

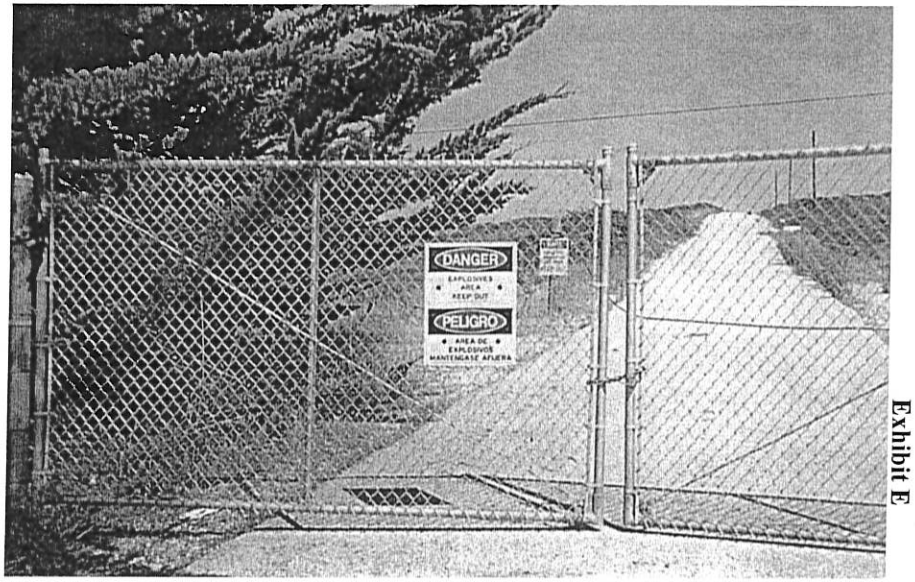


Exhibit E

HISTORY

As an active U.S. Army post, Fort Ord's mission was to train soldiers to protect the interests of the United States. An important part of the mission was infantry and artillery training. As a result of this training, unexploded ordnance remains on portions of the now-closed Fort Ord.

After reviewing the records of past training activities, the Army identified areas where ordnance may still remain and began conducting investigations and removing ordnance from those areas. Cleanup of all identified areas will not be completed for many years.

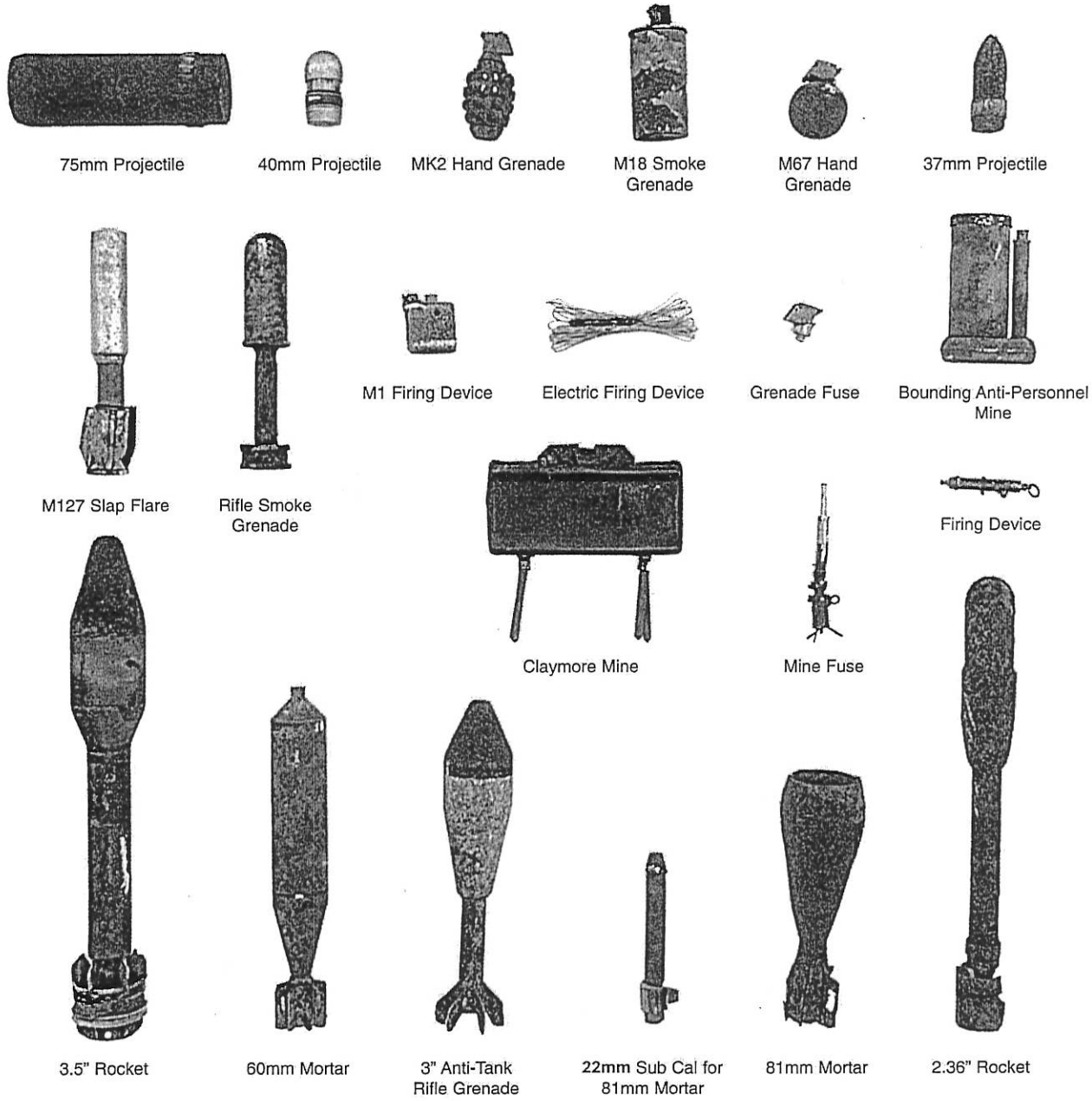
If you find an object (or even a piece of one) that resembles those shown in the photograph —

Don't Touch It
Mark the Location
Call 911

Si descubre cualquier objeto que se asemeje a los que se muestran en este photographía —

¡NO LO TOQUE!
MARQUE LA UBICACIÓN
LLAME AL 911

Exhibit E



WHEN RECORDED MAIL TO:	
KUTAK ROCK LLP	
1625 EYE STREET, NW, SUITE 800	
WASHINGTON, DC 20006	
ATTN: GEORGE R. SCHLOSSBERG, ESQ.	

FORA QUITCLAIM DEED
TO EXTINGUISH CERTAIN LAND USE CONTROLS AND
TO MODIFY CERTAIN LAND USE CONTROLS AND ISSUE CERCLA WARRANTY
PARCELS E18.1.1, E18.1.3, E18.4, E20c.2, E23.1, E23.2, E24, and E34, FORMER FORT ORD
CITY OF SEASIDE, CALIFORNIA
COUNTY OF MONTEREY, CALIFORNIA
ENVIRONMENTAL RESTRICTION

Reason for exemption:

☐ Not related to real property - GC 27388.1(a)(1)

☐ Recorded concurrently and in connection with a transfer subject to the imposition of Documentary Transfer Tax - GC 27388.1(a)(2)(A)

☐ Transfer of real property that is a residential dwelling to an owner-occupier - GC 27388.1(a)(2)(B)

☐ Recorded concurrently and in connection with a transfer of real property that is a residential dwelling to an owner-occupier - GC 27388.1(a)(2)(B)

☐ Maximum $225.00 fee per transaction reached - GC 27388.1(a)(1)

☐ A real estate instrument, paper, or notice executed or recorded by the federal government in accordance with the Uniform Federal Lien Registration Act (Title 7 (commencing with Section 2100) of Part 4 of the Code of Civil Procedure) - GC 27388.1(a)(2)(C)

■ A real estate instrument, paper, or notice executed or recorded by the state, or county, municipality, or other political subdivision of the state - GC 27388.1(a)(2)(D)

THIS PAGE IS ADDED TO PROVIDE DECLARATION OF GC 27388.1 FEE EXEMPTION

FORT ORD REUSE AUTHORITY
OFFICIAL BUSINESS
REQUEST DOCUMENT TO BE RECORDED
AND EXEMPT FROM RECORDING FEES
PER GOVERNMENT CODE 27383

Recording requested by and
when recorded mail to:

KUTAK ROCK LLP
1625 "EYE" STREET NW, STE 800
WASHINGTON DC 20006
ATTN: GEORGE R. SCHLOSSBERG, ESQ.

(Space Above This Line Reserved for Recorder's Use)

Documentary Transfer Tax $**0-government agency, exempt from DTT**
_____Computed on full value of property conveyed
_____Computed on full value less liens and encumbrances
remaining at time of sale
_____

FORA QUITCLAIM DEED
TO EXTINGUISH CERTAIN LAND USE CONTROLS
AND
TO MODIFY CERTAIN LAND USE CONTROLS
AND
ISSUE CERCLA WARRANTY
PARCELS E18.1.1, E18.1.3, E18.4, E20c.2, E23.1, E23.2, E24, and E34
FORMER FORT ORD
CITY OF SEASIDE, CALIFORNIA
COUNTY OF MONTEREY, CALIFORNIA
ENVIRONMENTAL RESTRICTION

THIS QUITCLAIM DEED ("Deed") is made as of the ___ day of _____, 2020, among the **FORT ORD REUSE AUTHORITY (the "Grantor"),** created under Title 7.85 of the California Government Code, Chapters 1 through 7, inclusive, commencing with Section 67650, *et seq.*, and selected provisions of the California Redevelopment Law, including Division 24 of the California Health and Safety Code, Part 1, Chapter 4.5, Article 1, commencing with Section 33492, *et seq.*, and Article 4, commencing with Section 33492.70, *et seq.*, and recognized as the Local Redevelopment Authority for the former Fort Ord, California, by the Office of Economic Adjustment on behalf of the Secretary of Defense, and **THE CITY OF SEASIDE, CALIFORNIA (the "Grantee")**.

WHEREAS, the United States of America (the "Government") was the owner of certain real property, improvements and other rights appurtenant thereto together with all personal property thereon, located on the former Fort Ord, Monterey County, California, which was utilized as a military installation;

WHEREAS, the military installation at Fort Ord was closed pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1990, as amended (Public Law 101-510; 10 U.S.C. § 2687 note);

WHEREAS, the **Grantor** and the Government entered into the *Memorandum of Agreement Between the United States of America Acting By and Through the Secretary of the Army, United States Department of the Army and the Fort Ord Reuse Authority For the Sale of Portions of the former Fort Ord, California,* dated the 20th day of June 2000, as amended ("MOA"), which sets forth the specific terms and conditions of the sale of portions of the former Fort Ord located in Monterey County, California;

WHEREAS, pursuant to the MOA, the Government conveyed to the **Grantor** approximately 598.403 acres of property designated as Parcels E18.1.1, E18.1.3, E18.4, E20c.2, E23.1, E23.2, E24, and E34 (the "Property"), as more particularly shown and described in Exhibit A, attached hereto and made a part hereof, by deed recorded on May 8, 2009 by the Office of the Monterey County Recorder as Document 2009028282 (the "Government Deed"), as amended by the first deed amendment recorded on May 11, 2010 by the Office of the Monterey County Recorder (the "Deed Amendment No. 1");

WHEREAS, the provision of the covenant otherwise required to be included in the Government Deed and the Deed Amendment No.1 pursuant to 42 U.S.C. § 9620(h)(3)(A)(ii)(I) was deferred pursuant to 42 U.S.C. § 9620(h)(3)(C)(i);

WHEREAS, the Government has determined that all response action necessary to protect human health and the environment has been taken with respect to any hazardous substance remaining on the Property as of the date of its conveyance to the **Grantor** in the Government Deed and Deed Amendment No.1;

WHEREAS, the Government has determined that certain land use restrictions on the Property established in the Environmental Protection Provisions (EPP) of Exhibit D to the Government Deed may be extinguished or modified consistent with the protection of human health and the environment, and the Government has extinguished or modified certain land use controls and issued the warranty pursuant to section 120(h)(3)(C)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(C)(iii); "CERCLA"), by that *Quitclaim Deed To Extinguish Certain Land Use Controls And To Modify Certain Land Use Controls And Issue CERCLA Warranty, Parcels E18.1.1, E18.1.3, E18.4, E20c.2, E23.1, E23.2, E24, and E34, Former Fort Ord, City of Seaside, California, County of Monterey, California,*

Environmental Restriction, dated June ___, 2020 and recorded in the Office of the Monterey County Recorder as Document _____ (the "Government Release and Warranty"); and

WHEREAS, the **Grantor** and the **Grantee** have entered into the Implementation Agreement dated May 31, 2001 and recorded in the Office of the Monterey County Recorder as Document 2001088381 (the "Implementation Agreement"), that governs the use of former Fort Ord property within the City of Seaside, California.

WITNESSETH

I. The **Grantor**, for and in consideration of the sum of one dollar ($1.00) plus other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, releases and quitclaims to the **Grantee**, its successors and assigns forever, all such interest, right, title, and claim as the **Grantor** has in and to the Property, including the following:

A. All buildings, facilities, roadways, and other improvements, including the storm drainage systems and the telephone system infrastructure, and any other improvements thereon,

B. All appurtenant easements and other rights appurtenant thereto, permits, licenses, and privileges not otherwise excluded herein, and

C. All hereditaments and tenements therein and reversions, remainders, issues, profits, privileges and other rights belonging or related thereto.

II. The Government Deed conveying the Property to the **Grantor,** the Deed Amendment No. 1, and the Government Release and Warranty were recorded prior to the recordation of this Deed. In the Government Deed and the Deed Amendment No. 1, the Government provided certain information regarding the environmental condition of the Property including without limitation the Finding of Suitability for Early Transfer, Former Fort Ord, California, Environmental Services Cooperative Agreement (ESCA) Parcels and Non-ESCA Parcels (Operable Unit Carbon Tetrachloride Plume) (FOSET 5) (September 2007) ("FOSET 5"), an environmental baseline survey (EBS) known as the Community Environmental Response Facilitation Act report, which is referenced in FOSET 5, and the Final Remedial Design/Remedial Action, Land Use Controls Implementation, and Operation and Maintenance Plan, Parker Flats Munitions Response Area Phase I, Former Fort Ord Monterey County, California, ("RD/RA LUCI O&M Plan, Parker Flats MRA Phase I"). The **Grantor** has no knowledge regarding the accuracy or adequacy of such information. FOSET 5 sets forth the basis for the Government's determination that the Property is suitable for transfer. The **Grantee** is hereby made aware of the notifications

contained in the EBS, FOSET 5, and RD/RA LUCI O&M Plan, Parker Flats MRA Phase I.

The **Grantee** acknowledges that it has inspected or has had the opportunity to inspect the Property and accepts the condition and state of repair of the subject Property. Except as otherwise provided herein, the **Grantee** understands and agrees that the Property and any part thereof is offered "AS IS" without any representation, warranty, or guaranty by the **Grantor** as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose(s) intended by the **Grantee**, and no claim for allowance or deduction upon such grounds will be considered.

The italicized information below is copied verbatim (except as discussed below) from the Government Release and Warranty. The **Grantee** hereby acknowledges and assumes all responsibilities with regard to the Property placed upon the **Grantor** under the terms of the aforesaid Government Deed, as amended, modified and released under the Deed Amendment No. 1 and the Government Release and Warranty, including the Environmental Protection Provisions at Exhibit D to the Government Deed, which are attached hereto and made a part hereof as Exhibit F to this Deed, and **Grantor** grants to **Grantee** all benefits with regard to the Property under the terms of the aforesaid Government Deed, as amended, modified and released under the Deed Amendment No. 1 and the Government Release and Warranty. Within the italicized information only, the term "**Grantor**" shall mean the Government, and the term "**Grantee**" shall mean the Fort Ord Reuse Authority ("FORA"); to avoid confusion, the words "the Government" have been added in parenthesis after the word "**Grantor**", and "FORA" has been added in parenthesis after the word "**Grantee**".

NOW, THEREFORE, the Grantor ("the Government"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and forever quitclaim unto the Grantee ("FORA"), its successors and assigns, all right, title, and interest held by the Grantor ("the Government") for:

The purpose of prohibiting or restricting the use of the Property for residential purposes, and the Grantor does hereby terminate and extinguish the said residential use restriction on Parcel E18.4, the portion of Parcel E18.1.1 identified as "Parcel A," the portion of Parcel E18.1.1 identified as "Parcel B," the portion of Parcel E18.1.3 identified as "Parcel S," and the portions of Parcels E20c.2, E23.1, E23.2, E24, and E34 identified as the "Residential Area" as described in ***Exhibit B****, attached hereto and made a part hereof; excepting therefrom, however, the portion of Parcels E23.1 and E23.2 described as Parcel "HA-18 D" and the portion of Parcel E24 described as Parcel "HA-23 D" in Exhibit C, attached hereto and made a part hereof. Residential use includes, but is not limited to, single family or multi-family*

residences; child care facilities; nursing home or assisted living facilities; and any type of educational purpose for children/young adults in grades kindergarten through 12; and

The purpose of restricting access to the Property for any purposes other than activities associated with the investigation and remediation of munitions and explosives of concern (MEC) and installation of utilities and roadways until the U.S. Environmental Protection Agency (EPA), in consultation with the California Department of Toxic Substances Control (DTSC), has certified the completion of remedial action, and the Grantor ("the Government") does hereby terminate and extinguish the said access restriction on the Property.

The purpose of not allowing access to the portions of the Property within or adjacent to the historical boundaries of the Impact Area by unauthorized personnel. The Grantor ("the Government") does hereby terminate and extinguish the said access restriction on the Property.

RESERVING, HOWEVER, to the Grantor ("the Government") and its assigns the perpetual and assignable right to require, and does hereby require, the Grantee ("FORA"), its successors and assigns to:

Not use the portion of Parcels E23.1 and E23.2 identified as Parcel "HA 18 D" in Exhibit C, attached hereto and made a part hereof, for residential purposes, and not use the portion of Parcel E24 identified as Parcel "HA 23 D" in Exhibit C for residential purposes. Residential use includes, but is not limited to, single family or multi-family residences; child care facilities; nursing home or assisted living facilities; and any type of educational purpose for children/young adults in grades kindergarten through 12; and

Obtain munitions recognition and safety training when conducting, or permitting others to conduct, any ground-disturbing or intrusive activities on the Property. Prior to conducting or permitting ground-disturbing or intrusive activities, the Grantee ("FORA"), its successors and assigns, as appropriate, shall provide to personnel performing such activities the then current "3Rs Safety Guide, Former Fort Ord Army Installation" as shown in Exhibit D (hereinafter "3Rs Safety Guide") and the then current "Safety Alert, Ordnance and Explosives at former Fort Ord" in Exhibit E, both of which in their current format are attached hereto and made a part hereof; and

Ensure that personnel performing such activities receive site-specific munitions recognition and safety training administered by project safety personnel prior to conducting ground-disturbing or intrusive activities on the Property under a construction support plan. The site-specific training shall

include review of procedures for site-specific implementation of the 3Rs Safety Guide and emphasize the site-specific actions to be followed to ensure a safe working environment; and

Obtain construction support by MEC-qualified personnel when conducting, or permitting others to conduct, ground-disturbing or intrusive activities on the Property. The Grantee ("FORA"), its successors and assigns, as appropriate, shall coordinate with the Department of the Army, the EPA, and the DTSC to determine appropriate construction support requirements, including the use of anomaly avoidance techniques that are consistent with the latest version of the Land Use Control Implementation Plan/Operation and Maintenance Plan (LUCIP/OMP) for the Property. The LUCIP/OMP can be found in the Army's Administrative Record, required for sites listed on the National Priorities List (NPL) by 40 CFR § 300.800; the Army's Administrative Record can be accessed at https://fortordcleanup.com/documents/administrative-record/.

THE GRANTEE ("FORA") COVENANTS for itself, its successors and assigns, it will comply with the modified land use controls set forth above.

NOTICE IS HEREBY PROVIDED to the Grantee ("FORA"), its successors and assigns that portions of the Impact Area Munitions Response Area (MRA) on the Fort Ord National Monument adjacent to the Property may contain MEC hazards and public access to the MRA shall not be allowed until such time as the Grantor ("the Government"), in its sole discretion, determines that all necessary munitions response actions in the MRA are complete.

PURSUANT TO section 120(h)(3)(C)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(C)(iii)), the United States warrants that all response action necessary to protect human health and the environment with respect to any substance remaining on the Property on the date of transfer has been taken.

The responsibilities and obligations placed upon, and the benefits provided to, the **Grantor** by the Government shall run with the land and be binding on and inure to the benefit of all subsequent owners of the Property unless or until such responsibilities, obligations, or benefits are released pursuant to the provisions set forth in the MOA, the Government Deed, the Deed Amendment No. 1, and the Government Release and Warranty. The **Grantor** and its successors and assigns, respectively, shall not be liable for any breach of such responsibilities and obligations with regard to the Property arising from any matters or events occurring after transfer of ownership of the Property by the **Grantee** or its successors and assigns, respectively; provided, however, that each such party shall, notwithstanding such transfer, remain liable for any breach of such

responsibilities and obligations to the extent caused by the fault or negligence of such party.

III. The **Grantee** covenants for itself, its successors, and assigns and every successor in interest to the Property, or any part thereof, that **Grantee** and such successors and assigns shall comply with all provisions of the Implementation Agreement.

IV. General Provisions:

A. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Deed shall be liberally construed to effectuate the purpose of this Deed and the policy and purpose of CERCLA. If any provision of this Deed is found to be ambiguous, an interpretation consistent with the purpose of this Deed that would render the provision valid shall be favored over any interpretation that would render it invalid.

B. Severability. If any provision of this Deed, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this Deed, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.

C. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of title in any respect.

D. Captions. The captions in this Deed have been inserted solely for convenience of reference and are not a part of this Deed and shall have no effect upon construction or interpretation.

E. Right to Perform. Any right which is exercisable by the **Grantee**, and its successors and assigns, to perform under this Deed may also be performed, in the event of non-performance by the **Grantee**, or its successors and assigns, by a lender of the **Grantee** and its successors and assigns.

V. Other Conditions:

The conditions, restrictions, and covenants set forth in this Deed are a binding servitude on the herein conveyed Property and will be deemed to run with the land in perpetuity. Restrictions, stipulations and covenants contained herein will be inserted by the **Grantee** verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the Property or any portion thereof. All rights and powers reserved to the **Grantor**, and all references in this Deed to **Grantor** shall include its successors in interest. The **Grantor** may agree to waive, eliminate, or reduce the obligations contained in the covenants, PROVIDED, HOWEVER, that the failure of the **Grantor** or its successors to insist in any one or more

instances upon complete performance of any of the said conditions shall not be construed as a waiver or a relinquishment of the future performance of any such conditions, but the obligations of the **Grantee**, its successors and assigns, with respect to such future performance shall be continued in full force and effect.

List of Exhibits:

- EXHIBIT A - Description of Property
- EXHIBIT B - Residential Area
- EXHIBIT C - Parcel "HA 18 D" and Parcel "HA 23 D"
- EXHIBIT D - "3Rs Safety Guide, Former Fort Ord Army Installation"
- EXHIBIT E - "Safety Alert, Ordnance and Explosives at former Fort Ord"
- EXHIBIT F - Exhibit D to the Government Deed, Environmental Protection Provisions

[Signature Pages Follow]

IN WITNESS WHEREOF, the **Grantor**, the **FORT ORD REUSE AUTHORITY**, has caused this Deed to be executed this _____ day of June, 2020.

THE FORT ORD REUSE AUTHORITY

By: _____
Joshua Metz
Executive Officer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA,
COUNTY OF MONTEREY

On _____ before me, _____, (name of notary public) personally appeared Joshua Metz who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and who acknowledged to me that he/she/they executed the same in their authorized capacity(ies), and by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(Signature of Notary)

_____

ACCEPTANCE:

This is to certify that the interest in real property conveyed by the FORA QUITCLAIM DEED from the Fort Ord Reuse Authority ("FORA") to THE CITY OF SEASIDE, CALIFORNIA, is hereby accepted by its City Manager on behalf of THE CITY OF SEASIDE, CALIFORNIA, pursuant to authority conferred on June ____, 2020, by the City of Seaside City Council and the Grantee consents to recordation thereof by its duly authorized officer.

THE CITY OF SEASIDE, CALIFORNIA

Dated ___, 2020 By: _____

Craig Malin
City Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA,
COUNTY OF MONTEREY

On _____ before me, _____, (name of notary public) personally appeared Craig Malin who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and who acknowledged to me that he/she/they executed the same in their authorized capacity(ies), and by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(Signature of Notary)

EXHIBIT A

Description of Property

EXHIBIT B

Residential Area

EXHIBIT C

Parcel “HA 18 D” and Parcel “HA 23 D”

EXHIBIT D

3Rs Safety Guide, Former Fort Ord Army Installation

EXHIBIT E

"Safety Alert, Ordnance and Explosives at former Fort Ord"

EXHIBIT F

[Exhibit D to the Government Deed, Environmental Protection Provisions]

CITY OF SEASIDE
STAFF REPORT

Item No.: 7.I.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton, Assistant City Manager
Sheri Damon, City Attorney

DATE: June 18, 2020

SUBJECT: **ADOPT RESOLUTION AUTHORIZING THE CITY MANAGER, UPON FINAL REVIEW BY THE CITY ATTORNEY, TO EXECUTE THE ENVIRONMENTAL SERVICES CONTRACT AMENDMENT (ESCA) AND ACCEPT ASSIGNMENT OF THE MODIFIED CONTRACT TO SEASIDE TO BE FORA'S SUCCESSOR FOR PURPOSES OF COMPLETING THE LONG TERM MONITORING OBLIGATIONS REMAINING TO BE COMPLETED AND TO EXECUTE SUCH OTHER DOCUMENTS NECESSARY TO COMPLETE THE ASSIGNMENT INCLUDING THE ADMINISTRATIVE ORDER ON CONSENT WITH THE ENVIRONMENTAL PROTECTION AGENCY AND ANY OTHER DOCUMENTS NECESSARY TO COMPLETE THE PROCESS INCLUDING ASSIGNMENTS OF CONTRACTS AND INSURANCE POLICIES AND AUTHORIZING CITY ATTORNEY TO RETAIN SPECIALIZED COUNSEL AND CONSULTANTS TO ADDRESS LEGAL ISSUES AS NECESSARY**

PURPOSE & RECOMMENDATION

Adopt Resolution authorizing the City Manager, upon final review of the City Attorney, to execute agreements, accept assignments and take such other actions to complete the environmental services clean up contract with the Army as FORA ESCA successor and authorize City Attorney to retain specialized attorneys and consultants to address legal issues as necessary

BACKGROUND

The Fort Ord Reuse Authority will sunset on June 30, 2020. One of the functions of the FORA was to act as an Army contractor to perform remediation and clean up of property on the former Fort Ord. That clean up has been completed and the remaining obligations are long term coordination of agencies, review, and reports to the various regulatory agencies.

A part of completing the long term obligations will come with a revised Environmental Services Coordination Agreement (ESCA), a revised scope of work and assignment of specialty contractors responsible for the underlying clean up work. With those ESCA and that work come a grant funding of approximately $3 million dollars. The most recent package of documents is attached and interlineated as the contract will transfer from FORA to the City and this was the process by which the Army grants office has accepted to show the completed work. We are requesting authority for the City Manager to execute in similar form, City Attorney and/or special counsel final review. There will also be an Administrative Order on Consent which will be modified to reflect the current status of clean up. A copy of the existing Administrative Order on Consent is attached for reference.

Finally, FORA has utilized Kutak Rock, located in Washington, D.C., as its long time specialized counsel on the environmental issues and property-related issues and transfers from the Federal government. At this time, the requested authority is to authorize the City Attorney to retain such specialized legal services and consultants to address specialized legal issues related to ESCA and property transfers.

FISCAL IMPACT

There will be no long term fiscal impact to the City. Costs for facilitating the ESCA program will be reimbursable through the agreement with the U.S. Army.

ATTACHMENTS

1. Resolution Accepting ESCA
2. DRAFT Fort Ord Modification for Seaside-coversheet
3. Final ESCA - with Annotations 2020
4. Final TSRS - With Annotations 2020
5. Final Combined ESCA Mods 1-13 -With Annotations
6. ESCA-0099_AOC

Reviewed for Submission to the
City Council by:

_____

Craig Malin, City Manager

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE AUTHORIZING THE CITY MANAGER ON BEHALF OF THE CITY TO ACCEPT THE ENVIRONMENTAL SERVICES COOPERATIVE AGREEMENT (ESCA) AND TAKE SUCH OTHER ACTIONS AND EXECUTE SUCH OTHER DOCUMENTS NECEESARY TO COMPLETE THE ESCA AND AUTHROZING THE CITY ATTORNEY TO RETAIN SPECIALIZED LEGAL SERVICES AND CONSULTANTS TO ADDRESS LEGAL ISSUES

WHEREAS, on June 30, 2020, the Fort Ord Reuse Authority ("FORA") will dissolve by operation of law; and

WHEREAS, the Fort Ord Reuse Authority has been holding property pursuant to a Finding of Suitability for Early Transfer (FOSET) and performing remediation as an Army response contractor pursuant to the terms of an Environmental Services Cooperative Agreement (ESCA); and

WHEREAS, the Fort Ord Reuse Authority has specialized staff, specialized contractors, and specialized pollution control insurance all of which will be transferred to the entity performing the long term monitoring obligations; and

WHEREAS, the U.S. Army, Department of Toxic Substances Control, Environmental Protection Agency and Fort Ord Reuse Authority have entered into a series of agreements to perform environmental clean up under Comprehensive Environmental Response Compensation and Liability Act (CERCLA) protect human health and ensure that appropriate remediation has been completed and documented; and

WHEREAS, the Fort Ord Reuse Authority has utilized the firm of Kutak Rock located in Washington DC, to advise on matters related to the ESCA process and the economic development conveyance and other matters related to property transfers; and

WHEREAS, the coordination, monitoring and reporting of the long term obligations related to the institutional remedy will continue through 2028 and required specialized knowledge about the clean up process; and

WHEREAS, acting in this capacity will provide benefits for Seaside and the region.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby authorizes the City Manager, to execute a new Environmental Services Cooperative Agreement, revised Administrative Order on Consent, and take such other actions necessary to effectuate the transfer to Seaside of the specialized staff, specialized contractors, and accept such insurance policies and revenues to complete

the ESCA through 2028, subject to final review and approval by the City Attorney and/or special counsel; and .

BE IT FURTHER RESOLVED that the City Council of the City of Seaside hereby authorizes the City Attorney to execute and retain such specialized legal services and consultants necessary to address legal issues that may arise related to ESCA or the local redevelopment authority, property-related issues.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 18th day of June, 2020 by the following vote:

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

_____
Ian N. Oglesby, Mayor

ATTEST:

_____
Lesley Milton, City Clerk

APPROVED AS TO FORM:

_____
CITY ATTORNEY

COOPERATIVE AGREEMENT MODIFICATION

MODIFICATION NO: **AGREEMENT NO: W9128F-07-2-0162**
EFFECTIVE DATE: **PR No. N/A**

☒ This is a **bilateral** modification (supplemental agreement) reflecting other agreements of the parties, modifying the terms and conditions of the Cooperative Agreement. The Recipient **is required** to execute and return one copy of this modification to the Grants Officer.

DESCRIPTION OF MODIFICATION

1. The purpose of this modification is to transfer this Cooperative Agreement from the Fort Ord Reuse Authority to the "City of Seaside" DUNS: 092618891 in accordance with the Secretary of Defense Letter signed April 30, 2020 and Section C, paragraph 5.2.1 of the ESCA, the City of Seaside is hereby recognized as the successor Local Redevelopment Authority for the purpose of implementing the Economic Development Conveyance Agreement with the U.S. Army at the former Fort Ord.
2. Attached ESCA Cooperative Agreement W9128F-07-2-0162, executed modifications (P00001 through P00013) and the TSRS identify the completed portions of the Cooperative Agreement.
3. Transfer of Contractor (Arcadis) responsibilities from FORA to City of Seaside.
4. It is the Intention of the parties that except for the changes explicitly listed above, all other terms and conditions of the Cooperative Agreement and any other Exhibits, Attachments or Addenda thereto shall remain in full force and effect.

ACCOUNTING AND APPROPRIATION DATA: N/A

EXECUTION OF MODIFICATION

FOR THE RECIPIENT:
The City of Seaside

FOR THE UNITED STATES OF AMERICA:
U.S. Army Corps of Engineers, Huntsville Center
ATTN: CEHNC-CTB/Eric Horcick
475 Quality Circle
Huntsville, AL 35816

(SIGNATURE)	**(SIGNATURE)**
(NAME)	**(NAME)**
(TITLE)	**GRANTS OFFICER** **(TITLE)**
(DATE)	**(DATE)**

COOPERATIVE AGREEMENT AWARD

AGREEMENT — EFFECTIVE DATE: March 30, 2007

PR NO(S): W',

7X08708749 61

SECTIONS	DESCRIPTION	PAGE(S)
Section A	Execution of Agreement	1
Section B	Agreement Schedule	2
Section C	Environmental Services Obligations	8
Section D	General Terms and Conditions	27
Section E	Attachments	33

1. **AUTHORITY:** This is an Environmental Services Cooperative Agreement (ESCA) under the authority of Title 10 United States Code, Section 270l(d)- Environmental Restoration Program (10 U.S.C. 2701).

2. **TOTAL AMOUNT OF AGREEMENT:** ~~$99,316,187.00, less the reduction, if any, calculated pursuant to B.5.1~~. In accordance with Modification 13 the total amount of the contract is $106,665,690

3. **GOVERNMENT OBLIGATION/ACCOUNTING AND APPROPRIATION DATA.** Federal funds, in the amounts set forth in B.5.1 are hereby made available to the following Accounting and Appropriation Data:

ACRN AA: 97NAX0510.40M1G62007080616307000250662 52GK0B480

ELECTRONIC FUNDS TRANSFER. Pursuant to 32 CFR 22.8lO(b)(2), Electronic Funds Transfer (EFT) shall be used to make payments under this award. See **SECTION B,** paragraph no. 7 for EFT information.

4. **PARTIES.** This Agreement is entered into between the United States of America, represented by US. Army Corps of Engineers, HTRW Center of Expertise (hereinafter called the Government), and the Fort Order Reuse Authority (hereinafter called the Recipient) pursuant to and under U.S. Federal law.

SECTION A – EXECUTION OF AGREEMENT

FOR THE RECIPIENT

Fort Ord Reuse Authority
100 12th St. Bldg. 2880
Marina, CA 93933-6006

(SIGNATURE)

Michael A. Houlemard, Jr.
(NAME)

Executive Officer
(TITLE)

March 27, 2007
(DATE)

FOR THE UNITED STATES OF AMERICA

Department of the Army
USACE- HTRW Center of Expertise
12565 West Center Road

[redacted]

(NAME)

-GRANTS OFFICER
(TITLE)

March 28, 2007
(DATE)

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SECTION B

AGREEMENT SCHEDULE

1. TERMS AndCONDITIONS. By signing (acceptance) of this Agreement, the Recipient certifies that it will perform all activities and projects as set forth in its Application for Federal Assistance (and supporting documentation), and comply with all terms and conditions of this Agreement. ·

2. AGREEMENT TERM.

2.1. Funding Periods. The Federally funded terms of the Agreement shall ~~begin upon execution of the Agreement for a period of thirty years~~ commence March 30, 2007 and shall terminate on June 30 2028 if not earlier.

2.2 Long Term Obligations. ~~Prior to completion of the term of the Agreement, the Recipient shall complete the Environmental Services, other than Long Term Obligations. The Recipient's responsibility for Long Term Obligations will extend beyond the term of this agreement, in accordance with Section C.4.1.15.4 (i).~~

3. ORDER OF PRECEDENCE. Federal regulations, to include but not limited to 32 CFR 33 and DoD 3210.6-R take precedence over all terms and conditions of this Agreement; however, the Army is not aware of any inconsistencies. Inconsistencies or conflicts in the terms and conditions of this Agreement shall be resolved according to the following order of precedence:

(a) Applicable United States statutes including Title 10 United States Code, Section 2701 (d);

(b) Federal Regulations, to include but not limited to 32 CFR Part 33 and DoD 3210.6-R.

(c) The ***"Environmental Covenants Codes and Restrictio11s"*** at **SECTION C** and TSRS thereto, incorporated at **SECTION E;**

(d) The ***"General Terms and Conditions"***, as set forth in **SECTION D;**

(e) The Agreement Schedule **(SECTION B);** then,

(f) The Recipient's Application for Federal Assistance (SF 424), Budget Information (SF 424C) and supporting data, Concept Plan and other supporting documentation **(Attachments at E.2.**).

4. AUDIT. The Comptro1ler General and the Inspector General of the Department of Defense shall have direct access to sufficient.records [illegible] pint, as they determine, to ensure accountability for Federal Funds. Audits will be conducted in accordance with 0MB Circular A-13·3 and at 32 CFR 33.26.

5. FUNDING LIMITATIONS.

5.1. ~~The maximum funding obligation of the Government to the Recipient for the term of this Agreement is $99,316,187.00, less the reduction, if any, calculated pursuant to B.5.1.~~ Costs in excess of the maximum funding obligation will not be paid except as provided herein.

~~The funding obligation of the Government to Recipient shall be as follows: (i) payment of $40,000,000.00 by 31 March 2007, (ii) payment of $30,000,000.00 on OI June 2008 (the "Interim Balance"), (iii) payment of $29,316,187.00 (the "Final Balance") on 01 June 2009, and (iv) payment of Army Contingent Funding as provided herein. However, if paid early, the Interim Balance shall be reduced by $5,283.00 multiplied by the number of days between the day it is paid and the day it is due. Additionally, if paid early, the Final Balance shall be reduced by $4,064.00 multiplied by the number of days between the day it is paid and the day it is due.~~

5.2. The Government's obligation to pay or reimburse any costs hereunder is subject to the availability of appropriated funds, and nothing in this Agreement will be interpreted to require obligations or payments by the Federal Government in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

~~**5.3.** The cost breakdown is as follows:~~

DESCRIPTION	MAXIMUM OBLIGATION
~~**Environmental Services in accordance Section C and TSRS.**~~	~~**$94,591,187.00, less the reduction,** if any, **calculated pursuant to B.5.1.**~~
~~**Department of Toxic Substance Control (DTSC) and United States Environmental Protection Agency (USEPA) Technical Oversight** Services.~~	~~**$4,725,000.00**~~
~~**TOTAL COST**~~	~~**$99,316,187.00, less the reduction,** if any, **calculated pursuant to B.5.1,**~~

5.4. The Government's maximum funding obligation is as follows:

FUNDING PERIOD	INCLUSIVE DATES	MAXIMUM OBLIGATION
~~Environmental Services (Line Item No. 0001)~~	**2007 --2037**	~~$94,591,187.00,less the reduction, if any, calculated pursuant to B.5.1~~
~~DTSC and, USEPA Technical Services line Item No. 0002 *~~	~~2007-2037~~	~~$4,725,000.00~~

~~*Note: The funding Line Item No. 0002 can only be used to reimburse DTSC and USEPA for actual expenses associated with their technical oversight responsibilities. This *is* contingent upon prior approval of the overruns in question by the Grants Officer.~~

5.5. Pursuant to 32 CFR 33.23 (b), the Recipient must liquidate all encumbered funding incurred under the Agreement not later than 90 calendar days after the end of the term of the Agreement, to coincide with the submission of the final Financial Status Report (SF-269). The Grants Officer may extend this deadline at the request of the Recipient.

6. BUDGET. The total amount of this Agreement, as approved by the Government, will be the maximum amount for which the Government would be obligated to pay the Recipient for allowable costs incurred under this Agreement, except as provided herein. The Recipient may not retain or otherwise use any excess funds

other than identified in Section C of this Agreement, for any other purposes without express written approval from the Grants Officer,

7. ADVANCE PAYMENT. Upon submission of a Request for Advance or Reimbursement (SF 270) to the Grants Officer, the Recipient shall be entitled to payment as set forth in B.5.1. The Government shall make requested payments to the Recipient in accordance with 32 CFR 33.21.

(a) The Recipient may submit Requests for Advance Payment via FAX or electronically (PDF format) to the Grants Officer.

(b) The Recipient's Central Contractor Registration (CCR) Information (for Electronic Funds Transfer (EFT)) is incorporated as follows:

[redacted]		
[redacted]	[redacted]	[redacted]

8. PAYMENT OFFICE. The Defense Finance and Accounting Service (DFAS) Office responsible for making payments under this Agreement is as follows:

[redacted]	
~~U.S. Army Corps of Engineers Finance Center (CEUFC)~~	~~U.S. Army Corps of Engineers Finance Center (CEUFC)~~ ~~5722 Integrity Drive~~ ~~Millington, TN 38054-5005~~

9. PERFORMANCE REPORTING. The Grants Officer's representative for performance surveillance will be the Army's Environmental Representative, as identified in Section B Article 15. The Army's Environmental Representative is responsible to the Office of the Secretary of the Army for oversight of environmental remediation within the scope of this Agreement, including all work plans, scheduling of activities and other requirements set forth in Section C and in the Technical Specifications and Requirements Statement (TSRS). Furthermore, the Recipient shall provide the Army Environmental Representative with all necessary Long-Term Obligations Reports, as required under the TSRS. The Army's Environmental Representative shall keep the Grants Officer informed of the progress of the effort.

10, FINANCIAL REPORTS. Financial reports shall be prepared in accordance with 32 CFR 33.41.

(a) "The Recipient will report program outlays and program income on an accrual basis. If the Recipient does not normally keep accounting records on an accrual basis, accrual information shall be developed through analysis of the documentation on hand.

(b) The Recipient shall use Standard Form 272, "Federal Cash Transaction Report", in order for the Grants Officer to monitor cash advanced, disbursement and or outlays under the Agreement. ~~The initial report shall be for the period ending after the first payment.~~ Subsequent reports shall be submitted for each quarter of performance, on a calendar year basis. The report shall be submitted no later than fifteen (15) working days following the end of each quarter.

(c) 'The Recipient shall use Standard Form 269, "Financial Status Report" to report the status of funds. The report shall be shall be submitted on an annual basis, no later than ninety (90) working days following the

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Agreement year. A final report shall also be submitted no later 1han ninety (90) working days after 1he expiration or termination of Agreement support.

11. <u>FINANCIAL REPORT DISTRIBUTION AND CORRESPONDENCE</u>: The Recipient shall make distribution of all Financial Reports and written correspondence regarding 1he performance of 1he effort as follows:

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Grants Officer	**U.S Army Corps of Engineers** **CENWO-HX** **ATTN: Mr. Douglas Hadley** **12565 West Center Road** **Omaha, NE 68144-3869**	**FINANCIAL REPORTS** **SF 272 (Interim)** **SF 269 (Annual/ Final)** **Written Correspondence** affecting performance **and/or proposed changes by Recipient**	 Original Original Original
Army Environmental Representative	**DA, ACSIM (DAIM-BD)** **600 Army Pentagon** **Washington, D.C. 22310-0600**	**FINANCIAL REPORTS** SF 272 **(Interim)** **SF 269 (Annual/ Final)** **Written Correspondence affecting performance and/or proposed changes by Recipient** **PERFORMANCE REPORTS**	 I Copy I Copy I Copy Original

12. EQUIPMENT AND SUPPLIES. Title, use and disposition of equipment and/or supplies purchased by the Recipient with Agreement funds, are subject to the obligations and conditions set forth at 32 CFR 33.32 through 33.34.

13. SITE VISITS. The Grants Officer, or authorized representatives, has the right at all reasonable times, with reasonable notice, to make site visits to review the project's accomplishments and to provide technical assistance as may be required. The Recipient shall provide all reasonable facilities/assistance for the safety and convenience of Government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly interfere with or delay the work.

~~**14. PRE-AWARD COSTS.** The Recipient is **authorized** to incur costs from **01 January 2007** through **29 March 2007.**~~

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15. GOVERNMENT AND RECIPIENT REPRESENTATIVES.

[redacted] B(6)	**Grants Officer**	U.S Army Corps of Engineers CENWO-HX AITN: [redacted] a 211 B(6) 12565 West Center Road Omaha, NE 68144°3869 E-Mail: B(6) [redacted]	**PH: (402) 697-2441** **FAX: (402) 697-2595**
[redacted]	Army's Environmental Representative	DA, ACSIM (DAIM-BD) 600 Army Pentagon Washington, D.C. 22310-0600 E-mail: B/&.	PH: (703) 602-2861 FAX: (703)601-0544
[redacted]	Fort Ord BRAC **Environmental** Coordinator	Fort Ord BRAC Environmental Coordinator P.O. Box 5008 Monterey, CA 93944-5008 E-Mail:	PH: (831) 242-7918 FAX: (831) 242-7091
~~Mr. Michael A. Houlemard, Jr.~~	~~Executive Officer~~	10012th Street Building 2880 ~~Marina, CA 93933-6006~~ ~~Michael Houlemard~~	PH: (831) 883-3672 FAX:

--- END OF SECTION B ---

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SECTIONC
ENVIRONMENTAL SERVICES OBLIGATIONS

1. APPLICATION FOR FEDERAL ASSISTANCE. The Recipient's *"Application for Federal Assistance (and Supporting Documentation)"* is incorporated herein at SECTION E, Attachment E2

2. SCOPE AND PURPOSE.

2.1 Background. The Federal Government, for and on behalf of the citizens of the United States of America, acts as the steward of certain real property on which it operates and maintains military facilities necessary for the defense of the-United States of **America.** Certain military facilities are no longer required for that mission, arid the Department of Defense ("DoD") closed and plans to dispose of certain real and personal property at those facilities in accordance with the authority of the Defense Base Closure and Realignment Act of 1990, Public Law 101-510 (10 U.S.C. Section 2687 note, as amended). DoD is authorized to dispose of real and personal property on the former Fort Ord, (as defined in Section C.3.26 below) to the Fort Ord Reuse Authority ("FORA," hereinafter "Recipient," as defined in Section C.3.35 below).

Under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9620(h)(3)(C), federal property may be transferred prior to the completion of all remedial action necessary to protect human health and the environment ("Early Transfer"). Under this Early Transfer authority, DoD may transfer portions of Fort Ord to the Recipient which may assume responsibility for certain environmental response activities (hereinafter the "Environmental Services," as defined in Section C.3.22 below). The property to be transferred and the geographic area in which work will be performed under this Agreement is identified herein as the Areas Covered by Environmental Services, (hereinafter the "ACES," as defined in Section C.3.3 below). The environmental response activities required of the Recipient under this Agreement are identified herein as the Environmental Services. This Agreement provides the funding, specifications and requirements for the Recipient's performance and completion of the Environmental Services in the ACES.

Cleanup of the ACES is governed by CERCLA, the National Contingency Plan ("NCP"), the Administrative Order on Consent (hereinafter "AOC," as defined in Section C.3.1 below), and other applicable laws and regulations. The Army has conducted investigations and site characterization under its own authorities under CERCLA, the Defense Environmental Restoration Program ("DERP"), and other applicable laws and regulations, and has identified both contaminated areas as well as uncontaminated areas. Additional site characterization and investigations are to be performed.

The Recipient will be obligated to comply with the AOC under the oversight *of* the United States Environmental Protection Agency (hereinafter "USEPA") and the Department of Toxic Substances Control (hereinafter "DTSC"). As provided in Section C.4.L1, the Parties agree that the Recipient's performance of the Environmental Services must satisfy certain obligations of the Army under CERCLA and the NCP. If inconsistencies are found between this Agreement and the AOC after this Agreement has been signed, the Parties will work toward a resolution, in accordance with Section D.9 of the ESCA.

This Agreement is of mutual benefit to the Army and the Recipient because it will facilitate transfer and the immediate reuse of the ACES by allowing the Recipient to perform the Environmental Services in conjunction with redevelopment activities. This Agreement, executed in anticipation of a transfer, will allow the Recipient full access to the ACES in order to implement the Environmental Services and redevelop the ACES.

This Agreement does not reduce or alter in any way the responsibilities and obligations of the Army under CERCLA, the NCP, or Section 330 of Public Law 102-484 ("Section 330"), except as otherwise provided in Section C.4.1.8 of this Agreement

2.2 **Purpose.** The provisions of this Section of this Agreement establish the terms and conditions necessary for the completion of the Environmental Services required to obtain Site Closeout and the execution of Long-Term Obligations associated with Site Closeout. ~~The AOC and~~ Technical Specifications Requirements Statement (hereinafter "TSRS," as defined in Section 3.39 below and incorporated herein at Section E, Attachment E. l) establish the process for obtaining Site Closeout within the ACES. By execution of this Agreement, the Army and the Recipient concur with the AOC and TSRS. This Agreement in no way restricts the Parties from modifying the Covenant to Restrict the Use of Property (hereinafter "CRUP," as defined in Section C.3.13 below) or the Environmental Protection Provisions (hereinafter "EPP," as defined in Section C.3.21 below), and documents referenced therein, before or after the Environmental Services at the ACES have begun. However, any such modifications shall not eliminate or change the Recipient's or Army's obligations under this Agreement unless a concurrent modification is made to this Agreement in accordance with Section D.21.

~~2.3~~ **Scope.** The Recipient shall cause to be performed the Environmental Services, as identified in ESCA Modification P00009, CLINSs 0004 and 0005. ~~, in consideration of the payment of a fixed sum by the Army in accordance with and subject to the provisions of this Agreement. The Environmental Services, to the extent required to be performed under this Agreement, shall satisfy the requirements of CERCLA and the NCP by satisfying the requirements provided in the AOC and TSRS. The Environmental Services will be performed in furtherance of the Recipient's approved Reuse Plan, as defined in Section C.3.37 below, and integrated with redevelopment activities, all as more particularly described in the TSRS.~~

~~The AOC establishes the process for obtaining Site Closeout within the ACES. By the execution of this Agreement, the Army concurs with the process set forth in the AOC, and all documents and approvals referenced therein; however, this concurrence in no way limits the Recipient's ability to complete Environmental Services that go beyond the requirements of CERCLA and Resource Conservation and Recovery Act ("RCRA") for the ACES by satisfaction of the AOC. Furthermore, this Agreement in no way restricts the parties to the AOC from modifying the AOC and documents referenced therein, pursuant to the terms thereof, before or after the Environmental Services at the ACES have begun; however, any such modifications will be coordinated with the Army in accordance with Section C.4.2.1 and shall not eliminate or change the Recipient's or Army's obligations under this Agreement unless otherwise agreed in a writing signed by the Parties.~~

~~In addition to providing the specified funding, the Army will retain the responsibilities and liabilities specified within this Agreement and attachments. The Army's program oversight shall ensure that the remedies implemented by the Recipient pursuant to the AOC and TSRS are consistent with CERCLA and the NCP, Department of Defense Explosives Safety Board (hereinafter the "DDESB," as defined in C.3.14) requirements, and other applicable laws and/or regulations. The Parties agree that the implementation of the AOC must be consistent with remedy requirements of CERCLA, the NCP, and other applicable laws and regulations, and that future modifications to the AOC will likewise be consistent with such remedy requirements. The Recipient agrees to achieve Site Closeout and perform the required remedial actions in accordance with and subject to the provisions of this Agreement. In accordance with 42 U.S.C. 9620{h}{3)(C)(iii), after all response actions necessary to protect human health and the environment on the ACES, or portions thereof, have been taken, the Army will grant to the Recipient the CERCLA warranty that all necessary response actions have been taken, as provided herein.~~

3. DEF1NITIONS.

The following definitions apply to those terms used throughout the entire Agreement, including the TSRS.

3.1 **Administrative Order on Consent.** The term "Administrative Order on Consent" or "AOC" means the signed agreement executed between the Recipient, the USEPA, U.S. Department of Justice and DTSC. The AOC controls the cleanup of the ACES by the Recipient and requires the Recipient to remediate the ACES to achieve Site Closeout and thereby satisfy the Army's CERCLA obligations. It also requires the Recipient to enter into necessary CRUPs on the ACES to ensure the temporary and long-term protection of human health and the environment.

3.2 **Agreement.** See "Cooperative Agreement."

3.3 **Area Covered by Environmental Services.** The term "Area Covered by Environmental Services" or "ACES" means that entire geographical area identified as the ACES on the maps attached to the TSRS, or other contaminated areas outside the boundaries of the ACES when such contamination is caused or created by Recipient's performance of Environmental Services, but does not include contamination presently on adjoining property to be transferred to the Bureau of Land Management.

3.4 **Army Contingent Funding.** The term "Army Contingent Funding" means additional funding that may be required from the Army for Environmental Services in accordance) with Section C.4.3.2.1.

3.5 **Army and Government.** The terms "Army" and "Government" are used interchangeably herein to mean the U.S. Army.

3.6 **Army Continuing Responsibilities.** The term "Army Continuing Responsibilities" means certain ongoing Army responsibilities identified by the Army, and listed in Section 6.0 of the TSRS, that will continue after the transfer of the ACES, and which are to be performed by the Army and for which the Recipient assumes no responsibility, except as provided herein.

3.7 **Army Obligations.** The term "Army Obligations" means, without limitation, (i) Army-Retained Conditions, as defined in Section C.3.9 below and (ii) Army Continuing Responsibilities, as defined in Section C.3.6above.

3.8 **Army's Representative.** The term "Army's Representative," for performance oversight, means the Army Base Realignment and Closure Division, its designee, or successor agency, which is responsible to the office of the Secretary of the Army for environmental remediation of the ACES.

3.9 **Army-Retained Conditions.** The term "Army-Retained Conditions" means any of the following conditions, for which the Army has full responsibility and for which the Recipient assumes no responsibility , except as provided herein:

3.9.1 Radiological Material;

3.9.2 Chemical or biological warfare agents;

3.9.3 Claims and settlements of natural resource damages under CERCLA 107(f)(l) or comparable state statutes which arise from releases of hazardous substances, pollutants and contaminants that have occurred due to Army ownership or activities on the ACES except to the extent such damages are a result of Recipient's activities on the ACES. If claims are made under comparable state statutes, the Army retains its rights and defenses to defend against such claims.

3.9.4 Unknown Uninsured Conditions;

3.9.5 Perchlorate contamination in soil or groundwater;

3.9.6 TSRS Sections 6.3 and 6.5

The term shall not include any other environmental conditions, including any naturally occurring substance or derivatives of products used in accordance with the state and Federal regulations, on, at, under, or emanating from the ACES, in its unaltered form, or altered solely through natural occurring processes or phenomena.

3.10 **CERCLA.** The term "CERCLA" means the Comprehensive Environmental Response Compensation and Liability Act, 42 US.C. § 9601, et seq.

3.11 **CERCLA Terms.** The terms "release," "threatened release," "hazardous substance," "pollutant," "contaminant," "removal," "remedial action," and "response" have the meanings given such terms under CERCLA and USEPA regulations implementing CERCLA

3.12 **Cooperative Agreement.** The terms "Cooperative Agreement" and "ESCA" mean *this* Environmental Services Cooperative Agreement

3.13 **Covenant to Restrict the Use of Property.** The term "Covenant to Restrict the Use of Property" or "CRUP" means the document that identifies the environmental covenants and restrictions that shall apply to the ACES as a result of the Known Conditions on the ACES, which are addressed under the AOC and TSRS. These environmental covenants and restrictions are necessary for the protection of human health and the environment arid the implementation of final remedies for the ACES.

3.14 **Department of Defense Explosive Safety Board.** The term "Department of Defense Explosives Safety Board" or "DDESB" means the independent division of the Department of Defense that reviews and ensures safety during munitions responses by adhering to the DoD Ammunitions and Explosives Safety Standards presented in Department of Defense Directive ("DoDD") 6055.9; and DoDD 6055.9-STD.

3.15 **DERP.** The term "DERP" means the Defense Environmental Restoration Program.

3.l(i **DoD.** The term "DoD" means the Department of Defense of United States America.

3.17 **DTSC.** The term "DTSC" means the California Department of Toxic Substance Control.

3.18 **Effective Date.** ~~The term "Effective Date" means the date by which the Agreement has been fully executed, the AOC has undergone the public comment period and in accordance therewith has been validated by the EPA, the Army has met its initial payment obligations herein, and coverage has been bound under the Environmental Insurance Policies~~. : Effective date is reflected in Section B.2.

3.19 **Endangered Species Conditions.** The term "Endangered Species Conditions" means any and all federal, state, local, or other requirements, mitigation measures, reports, inspections or other obligations or duties relating to or arising from the protection of plants or wildlife, or threatened or endangered plants or wildlife, except for those set forth in the existing biological opinions related to the ACES, and except for consultation with the United States Fish and Wildlife Service.

3.20 **Environmental Insurance Policies.** The term "Environmental Insurance Policies" means the Cleanup Cost Cap Policy ("Cost Cap Policy") also known as the Former Fort Ord Pollution Legal Liability Select Clean-Up Cost Cap Manuscript Insurance Policy, dated on or before March 31, 2007, and the Pollution Legal Liabili1y Insurance Policy ("PLL Policy"), if any, which have been reviewed and concurred by the Army

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and Recipient, and bound subsequent to the execution of *this* Agreement by an insurance carrier that is rated A.M. Best's A- FSC IX or better.

3.21 **Environmental Protection Provisions.** The terms "Environmental Protection Provisions" and "EPP" mean the permanent restrictions or notifications that will be attached to the transfer deed to ensure protection of human health and the environment.

3.22 **Environmental Services.** The term "Environmental Services" means ~~investigation, remediation and related document preparation activities by the Recipient, necessary to achieve Site Closeout of the ACES, with respect to any Known Conditions, Unknown Insured Conditions, as well as any associated~~ Long-Term Obligations; but in any event does not include any Army Obligations.

3.23 **ESCA.** See "Cooperative Agreement."

3.24 **Federal Facility Agreement.** The term "Federal Facility Agreement" means the Federal Facility Agreement entered into by the USEPA, DTSC, Regional Water Quality Control Board, and the Army, pursuant to 42 U.S.C. § 9620 (e)(2), dated November 19, 1990, and as amended by the First Amendment to the Federal Facility Agreement.

3.25 **FORA.** See "Recipient."

3.26 **Fort Ord.** The term "Fort Ord" means that real property shown on the appendix to the TSRS.

3.27 **Known Conditions.** The term "Known Conditions" means those MEC or MC conditions, or any related environmental conditions that arise as a result of MEC or MC cleanup, on or under the ACES identified in the "applicable documents" subsection of the TSRS and includes Reasonably Expected Environmental Conditions. The term "Known Conditions" does not include Army Obligations.

3.28 **Long-Term Obligations.** The term "Long-Term Obligations" means the performance of any long-term review, monitoring, and operation and maintenance activities and reporting, including land use control obligations as long as the property is owned by FORA, that are required to maintain the effectiveness of the remedy following Site Closeout.

3.29 **Munitions and Explosives of Concern.** The terms "Munitions and Explosives of Concern" and "MEC," which distinguishes specific categories of military munitions that may pose unique explosives safety risks, mean: (A) Unexploded Ordnance (UXO), as defined in 10 U.S.C. 101 (e) (5); (B) Discarded military munitions (DMM), as defined in 10 U.S.C. 2710 (e) (2); or (C) Explosive munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. 2710 (e) (3), present in high enough concentrations to pose an explosive hazard.

3.29.1 **Munitions Constituents.** The terms "Munitions Constituents" and "MC" mean any materials originating from UXO, DMM, or other military munitions, including explosive and nonexplosive materials, and emission, degradation, or breakdown elements of such ordnance or munitions. (10 U.S.C. 2710 (e)(3))

3.29.2 **Military Munitions.** The term "Military Munitions" means all ammunition products and components produced for or used by the armed forces for national defense and security, including ammunition products or components under the control of the Department of Defense, the Coast Guard, the Department of Energy, and the National Guard, The term includes but is not limited to confined gaseous, liquid, and solid propellants, explosives, pyrotechnics, chemical and riot control agents, smokes, and incendiaries, including bulk explosives and rockets, guided and ballistic missiles, bombs, warheads, mortar rounds, artillery ammunition, small arms ammunition, grenades, mines, torpedoes, depth charges, cluster munitions and dispensers, demolition charges, and devices and components thereof.

The term does not include chemical and biological warfare agents and chemical munitions, Radiological Materials, wholly inert items, improvised explosive devices, and nuclear weapons, nuclear devices, and nuclear components, except that the term does include non-nuclear components of nuclear devices that are managed under the nuclear weapons program of the Department of Energy after all required sanitization operations under the Atomic Energy Act of 1954 (42 U.S.C. 2011 et seq.) have been completed.

.3.29.3 Munitions Response. The term "Munitions Response" means response actions, including investigation, removal actions and remedial actions to address the explosives safety, human health, or environmental risks presented by UXO, DMM, or MC, or to support a determination that no removal or remedial action is required.

3.29.4 Munitions Response Area. The terms "Munitions Response Area" and "MRA" mean any area on the ACES that is known or suspected to contain UXO, DMM, or MC. Examples include former ranges and munitions burial areas. A munitions response area is comprised of one or more munitions response sites.

3.29.5 Munitions Response Site. The terms "Munitions Response Site" and "MRS" mean a discrete location within an MRA that is known to require a Munitions Response.

3.30 Notional Commutation Account. An account established by the insurer the balance of which shall be calculated as per the Cost Cap Policy.

3.31 Pilot Project. ~~The term "Pilot Project" means the performance of Environmental Services by the Recipient of portion(s) of the ACES to be mutually agreed upon by the Army and the Recipient (but not to exceed a total of 100 acres), utilizing the residential MEC clearance protocol that is currently preferred by USEPA and DTSC, as described in Section 2.1.8 of the TSRS, for areas with a planned residential reuse. The Pilot Project is designed to establish to the satisfaction of USEPA and DTSC that such measures add no material risk reduction when compared to the standard MEC clearance to depth protocol.~~

3.32 Pilot Project Cost Savings. ~~The term "Pilot Project Cost Savings" means the amount of cost savings, if any, that will result, following the completion of the Pilot Project if US EPA and DTSC agree that the remaining portion(s) of the ACES that are planned for residential reuse will not require the residential MEC clearance protocol as described in Section 2.1.8 of the TSRS. Pilot Project Cost Savings will be calculated by multiplying the current estimated per acre cost for the residential MEC clearance protocol ($9,126.65) by the remaining number of acres for the planned residential reuse that do not require the residential MEC clearance protocol. Since only 519 acres are potentially subject to the Pilot Project Cost Savings, the Pilot Project Cost Savings shall not exceed $4,136,731.35 (519 x $9,126.65), and in any event such Pilot Project Cost Savings shall not be due and owing prior to the second anniversary of the inception of coverage under the Cost Cap Policy.~~

3.32 Radiological Materials. The term "Radiological Materials" for purposes of this Agreement means solid, liquid, or gaseous material, derived from U.S. Government activities, that contains radio nuclides regulated under the Atomic Energy Act of 1954, as amended, and licensed by the Nuclear Regulatory Commission. It includes radioactive material, nuclear devices and nuclear components thereof, and radiographic and instrument calibration sources and various instrumentation and radio luminescent products manufactured for military applications. The term "Radiological Materials" does not include background radiation, radio luminescent dials, or products manufactured for non-military applications, such as radio luminescent signs,tungsten welding electrodes and household smoke detector components.

3.33 Reasonably Expected Environmental Conditions. The term "Reasonably Expected Environmental Conditions" means known contamination identified in the TSRS, for which the Recipient has the

responsibility to achieve Site Closeout, even if there is a significant deviation in the quantity, volume, migration, disbursement, location within the ACES, and/or concentration of any such contamination discovered at a particular site than anticipated in the relevant RI/FS.

3.34 **Recipient.** The term "Recipient" means the Fort Ord Reuse Authority ("FORA"), and its successors. FORA is an entity that is within the meaning of the term "local government agency" as such term is used in 10 U.S.C. Section 2701(d)(1), with which the Army is authorized to enter into "agreements on a reimbursable or other basis."

3.35 **Regulatory Response Costs.** The term "Regulatory Response Costs" means labor costs, overhead costs, contractor costs, third party travel, and lodging costs and associated costs or fees relating to or arising from the activities of the USEPA or DTSC with the ACES.

3.36 **Reuse Plan.** The term "Reuse Plan" means the mutually agreed upon activities, identified in the Reuse Plan submitted to the Army with the Recipient's EDC Application, which Application was approved by the Army in June 1997.

3.38 **Site Closeout.** ~~The term "Site Closeout" occurs at the point in time when the Recipient has performed all Environmental Services, excluding Long Term Obligations, as defined in Section C.3.22, with respect to the portion(s) of the ACES in question, and bas:~~

~~(1) Obtained a Certification of Completion of the Remedial Action (as referenced in the AOC) from the USEPA for such portion(s) of the ACES, and~~

(2) ~~for property known or suspected to contain MEC, in addition to USEPA approvals, submitted to the DDESB a Statement of Removal of MEC~~.

3.37 **Technical Specifications and Requirements Statement.** The term "Technical Specifications and Requirements Statement" or "TSRS" means the mutually agreed upon document attached hereto that describes the known environmental conditions at the ACES and identifies the general scope of cleanup alternatives that will be performed by the Recipient.

3.38 **Unknown Insured Conditions.** The term "Unknown Insured Conditions" means those environmental conditions in the ACES that are not Known Conditions and for which, and to the extent, the Recipient is insured and paid pursuant to the Environmental Insurance Policies.

3.39 **Unknown Uninsured Conditions.** The term "Unknown Uninsured Conditions" means those environmental conditions in the ACES that are not Known Conditions and are not Unknown Insured Conditions.

3.40 **USEPA.** The term "USEPA" means the United States Environmental Protection Agency.

4. OBLIGATIONS OF THE PARTIES.

4.1 Obligations of the Recipient.

4.1.1 **General.** In consideration of the Army's payment of funds in accordance with this Agreement, the Recipient shall perform the Environmental Services in accordance with and subject to the terms of this Agreement. The Recipient agrees that, subject to the provisions of Sections C.4.1.15 and *C.42,* it shall complete or cause to be completed the Environmental Services even if the costs associated therewith exceed the funds provided by the Army hereunder.

The Recipient shall perform the Environmental Services in accordance with and pursuant to the AOC, as determined by the parties to the AOC. The performance of the Environmental Services under the AOC shall satisfy the Army's responsibilities with regard to the Environmental Services under CERCLA and the NCP. By executing this Agreement, Army concurs with the process set forth in the AOC, including the documents and approvals therein. However, these concurrences in no way limit the Recipient's ability to perform additional remedial actions and thereby fulfill its obligation to satisfy CERCLA remedy requirements for the ACES by implementing the AOC to Site Closeout. The Recipient shall perform the Environmental Services and shall provide quarterly progress reports to the Army, in accordance with the TSRS,

The Recipient's obligation to complete the Environmental Services is expressly conditioned upon the Army providing the sums set forth in B.5.1 as the funding obligation of the Government, for performing the Environmental Services in accordance with the terms of this Agreement; ~~provided, however, that such sum shall be reduced, at the time, and to the extent that the USEPA and DTSC provides in writing that no further action is necessary for the remaining residential parcels, and the Pilot Project results in Pilot Project Cost Savings. In the event USEPA or DTSC thereafter determines that additional cleanup is necessary after the Pilot Project Cost Savings are returned to the Army, the additional Environmental Services determined necessary will be deemed Army Obligations.~~ FORA and Army may agree to allow FORA to conduct the work, in which event, FORA will be compensated by the Army on a cost incurred basis.

~~In the event the Agreement terminates pursuant to Section D.8, the Recipient's obligations shall be terminated. In such event, the Recipient shall return all unused funds in the Notional Commutation Account, and in the event of a termination under D.8.2 (1), the Recipient shall additionally return to the Army half of the difference between the insurance premium paid for the Cost Cap Policy to the insurer and the amount deposited into the Notional Commutation Account upon inception of the Environmental Insurance Policies. Furthermore, in the event of a termination under D.8.2 (1), the Recipient shall not be entitled to reasonable demobilization costs.~~

~~In the event the Government fails to make payment in accordance with RS.I, and in the event such failure results .in the cancellation of the Cost Cap Policy by the insurer, Recipient's obligations hereunder shall cease, except that (i) Recipient shall commence demobilization of its activities pursuant to this Agreement; (ii) Recipient shall demand the return of the remaining funds in the Notional Commutation Account; and (iii) Recipient shall return any such Notional Commutation Account funds to the Government less the cost of such demobilization.~~

These conditions shall be subject to dispute resolution pursuant to Section D..9. The maximum funding obligation will be increased to the extent necessary to meet fair and reasonable increases in Regulatory Response Costs, if funding is available and funds are approved by the Army Grants Officer.

4.1.2 **Notice of a Complaint.** There may be events in which federal, state, or local regulators, or other third parties, provide the Recipient a notice of a claim or serve the Recipient a summons and complaint for the existence of any environmental condition at the ACES that suggests an action is necessary for which the Army is responsible under this Agreement. In such an event, the Recipient shall provide the Army notice, and if applicable copies of service documents, as soon as possible, but no later than seven (7) days after such receipt

4.1.3 **Discovery of an Army Obligation.** In the event the Recipient discovers an Army Obligation at, on, from or affecting the ACES, the Recipient shall notify the Army of such conditions within thirty (30) days of receiving actual notice of such conditions, except that the Recipient shall notify the Army of the discovery of Radiological Materials; or chemical or biological warfare agents; within twenty-four (24) hours of such discovery. The Parties agree, pursuant to the terms of this Agreement, to confer within thirty (30) days

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of such notification regarding the scope of any initial investigation that may be necessary to ascertain whether the discovery is properly categorized as an Army Obligation or as Environmental Services. If a mutually agreeable solution is not reached within fifteen (15) working days of the commencement of discussions between the Recipient and the Army, the Parties reserve the right to recommend to the Army Grants Officer that the dispute or alternative dispute resolution process, as described herein, be initiated. The Army will retain full responsibility for Army Obligations.

4.1.4 **Recipient's Actions with Respect to Army Obligations.** Notwithstanding the provisions of the preceding Section C.4.1.3, the Recipient shall have the right but not the duty to take or cause to be taken the following actions within the ACES with respect to Army Obligations:

4.1.4.1 **Investigation Activities.** If the Recipient discovers a condition it reasonably believes is an Army Obligation other than a condition subject to Section C.4.1.4.2, it shall use its reasonable efforts to avoid incurring costs or obligations with respect to the condition by seeking to further ascertain whether such condition is in fact an Army Obligation.

Nothing in this Agreement shall be construed to authorize the Recipient to seek reimbursement from the Army for costs solely associated with the initial investigation needed to ascertain whether a condition is properly categorized as an Army Obligation to the extent that the initial investigation demonstrates that the conditions at issue are not an Army Obligation. Subject to the dispute resolution process of Section D.9, however, if said condition is an Army Obligation hereunder, Recipient's reasonable investigation costs will be reimbursed hereunder.

During dispute resolution, if USEPA or DTSC directs the Recipient to proceed with the disputed remediation in accordance with the AOC, the Recipient shall develop a work plan to address the discovery and submit it to the Army for approval. The Army will then decide within 15 days whether the Army or the Recipient will address the disputed discovery. If the work is later determined to be an Army Obligation, the Recipient will be reimbursed for reasonable expenses associated with the work plan and work, to the extent performed, approved by the Army.

4.1.4.2 **Imminent Threat.** Recipient may take any immediate action in accordance with this Section C.4.1.4.2 to address an imminent threat to human health or the environment if required by a regulatory agency, or if in Recipient's reasonable judgment, such action is necessary to address an imminent threat to human health or the environment

The Recipient shall have a right, but not the duty, to take action and may seek reimbursement, subject to dispute resolution, from the Army for response costs related to Army Obligations where (a) notification cannot practicably be provided to the Army in accordance with the terms of Section C.4.1..3 above before such action needs to be taken, or (b) notification is provided to the Army before such action needs to be taken and the Army agrees to permit the Recipient to take such action under terms agreed to by the Parties. In the event that Recipient provides notification to the
Army before such action needs to be taken but the Army cannot or will not provide a timely response to such threat, the Parties reserve their rights but will expedite dispute resolution provided in Section D.9.

4.1.4.3 **Notice and Dispute.** To the extent the Recipient takes or causes to be taken actions in accordance with Section C.4.1.4.1 or in accordance with Section C.4.1.4.2, the Recipient shall provide notice of such action to the Army as soon as practicable. If the Army disputes an action taken by the Recipient under Section C.4.1.4, the Army may engage in dispute resolution in accordance with Section D.9.

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Failure of Recipient to provide timely notice as provided in Sections C.4.1.3 and C.4.1:4 shall not limit in any way the responsibility of the Army for Army Obligations under this Agreement, or under applicable law, except to the extent the Army's interests are materially and adversely affected by such late notice.

4.1.4.4 **Covenant Not to Sue.** The Recipient covenants not to sue and hereby waives any potential claims against the Army for consequential damages related to development delays caused by the Army's performance of, or failure to perform, investigations or remediation activities with respect to Army Obligations.

4.1.5 **Information Obtained by the Recipient.** In the event an Army Obligation is discovered, the Recipient shall provide to the Army all information obtained or developed by the Recipient with respect to such conditions.

4.1.6 **Discovery of Unknown Insured Conditions.** In the event that the Recipient discovers any Unknown Insured Condition(s), the Recipient shall perform all the necessary Environmental Services in accordance with the AOC and TSRS, and *as* required by applicable law for the Recipient to achieve Site Closeout, subject to the limitations of Section C.4.1.15. The Environmental Services rendered will be subject to USEPA approval needed for Site Closeout and, *as* necessary, submission to the DDESR The Recipient shall provide timely notice to the Army of all Environmental Services performed for the Unknown Insured Condition and shall be entitled to seek reimbursement for such directly from the Environmental Insurance Provider.

4.1.7 **Discovery of Environmental Conditions After Site Closeout**

4.1.7.1 After Site Closeout of any portion of the ACES, if the Recipient discovers any MEC on that portion of the ACES, the Recipient shall immediately stop any intrusive or ground-disturbing work in the area and shall not attempt to disturb, remove or destroy it, but shall immediately notify the Local Police Department so that appropriate explosive ordnance disposal personnel can be dispatched to address such MEC, as required under applicable law and regulations. Upon discovery of MEC or hazardous and toxic waste after Site Closeout and if USEPA and DTSC determine that the completed Environmental Services is not protective of human health and the environment, the Recipient will cease all development activities in the area and shall conduct any additional response actions as required by USEPA and DTSC pursuant to the AOC. To the extent practicable, the Army will not conduct any such additional response actions prior to consultation with the Recipient.

4.1.7.2 The Army shall give the Recipient written notice of any failure by the Recipient to perform the Environmental Services. Recipient shall have ten calendar days to cure such failure. If such failure is cured within ten calendar days, or such longer period if approved by the Army, such failure will be deemed not to have occurred. If there has been a failure to perform following the opportunity to cute, the Army reserves all rights under this Agreement.

4.1.8 **Indemnification/Limited Waiver of Statutory Rights.** In consideration of the funds paid, and to the extent of the Environmental Services performed under this Agreement, the Recipient agrees that, to the extent the following do not constitute Army Obligations, it shall, upon the execution of this Agreement and irrespective of termination pursuant to Section D.8, indemnify the Army for:

4.1.8.1 any response cost claims for activities required to be performed or actions taken as a result of the Recipient's failure to perform all or part of the Environmental Services;

4.1.8.2 all personal injury or property damage claims but only to the extent caused by the Recipient or its contractors in the course of performing the Environmental Services;

4.1.8.3 all claims and settlements of natural resource damages pertaining to releases of hazardous substances, pollutants or contaminants, but only to the extent such environmental damages were caused or contributed to by the actions of the Recipient or its successor in interest;

4.1.8.4 all costs associated ·with additional remediation required on or within the ACES as a result of a change in land use from that contained in the Reuse Plan, as defined in Section C.3.37, at the time of the execution of this Agreement;

4.1.8.5 all costs associated with or further response actions that are required after Site Closeout to correct a remedy as a result of an USEPA or DTSC determination that the remedy is not protective of human health and the environment; this indemnification provision shall not apply if the Army selected a remedy that is less stringent than proposed by the Recipient;

4.1.8.6 all costs associated with or arising from any negligent acts or omissions or willful misconduct of the Recipient in the course of performing or in the performance of the Environmental Services or implementing remedial actions in accordance with the AOC.

The Army shall, with respect to the above indemnities, cooperate with and assist the Recipient in the defense, including, but not limited to, providing prompt notice of any claims, lawsuits, or notices from any claimant or agencies. The Parties agree that the provisions of this Section limit the Army's indemnification obligations under Section 330 of Public Law I02-484 to the extent that the Recipient has assumed certain indemnification obligations under this Section C.4.1.8.

4.1.9 **Financial & Technical Assurances.** The Parties agree that the Recipient has provided financial and technical assurances reasonably acceptable to the Army to enable the Army to meet the Army's requirements of 42 U.RC. Section 9620(h)(3)(C).

4.1.10 **Reports.** In order to assure appropriate documentation for the Army to execute the C'ERCLA covenant, the Army may request that the Recipient provide additional information concerning the environmental condition of the ACES. The Recipient shall provide access to any documents in its possession containing such requested information to the Army as soon as possible after such request is made. The Recipient agrees to provide such access within a reasonable time of such request.

4.1.11 **Access.** The Recipient shall promptly provide the Army and any officially concerned Federal Government agency with all rights to access onto the ACES pursuant to environmental response access rights reserved by the Army in the transfer documents.

The Recipient may condition the provision of such rights on restrictions on the time and manner of access and conduct of activities, provided that such restrictions do not unreasonably delay or interfere with the Army's performance of environmental responsibilities. The Recipient recognizes and agrees to continue to accommodate the Army's need for existing office space for on-site personnel needed to oversee the Recipient's performance of Environmental Services at no cost to the Army.

4.1.12 **Public Participation.** The Recipient shall be responsible for meeting the public participation requirements as set forth in the TSRS.

4.1.13 **Additional Investigation.** 'The Parties agree that, should additional investigations be required to gather data in order to achieve Site Closeout beyond the scope of the RI/FS as anticipated in the

TSRS and the AOC, then the Recipient shall notify the Army of such indicated requirement. The Parties agree, pursuant to the terms of this Agreement, to confer regarding such investigations, to determine whether it is necessary and if so, the scope of such investigations. If a mutually agreeable solution is not reached within fifteen (15) working days of the commencement of discussions between the Recipient and the Army; each Party reserves the right to recommend to the Army Grants Officer that the dispute or alternative dispute resolution process as set forth in Section D..9 be initiated.

Nothing in this Agreement shall be construed to authorize the Recipient to require the Army to assume responsibility for additional investigations or to seek reimbursement from the Army for costs associated with additional investigations.

4.1.14 Endangered Species Responsibilities.

~~**4.1.14.1** Prior to Site Closeout the Recipient shall be responsible for all Endangered Species Conditions, as defined in Section C.3.19, if the Recipient decides to perform response actions that are beyond the scope of the Environmental Services as outlined in this Agreement and the TSRS. After Site Closeout, the Recipient shall be responsible for all Endangered Species Conditions and consultation with the United States Fish and Wildlife Service.,~~

~~**4.1.14.2** Prior to Site Closeout, it shall be considered a Force Majeure event in accordance with Section C,5.12 if the Recipient incurs associated actual costs for the Endangered Species Conditions in excess of $100,000 as a result of: (1) a new endangered species discovered or listed; (2) a federal or state requirement for additional work beyond the scope of the TSRS such that an additional biological opinion is required; or (3) a federal or state requirement that prevents FORA from performing the Environmental Services in accordance with the TSRS under the existing biological opinions. Upon a Force Majeure event as described above, the Parties shall meet and agree on how to proceed for the Endangered Species Conditions.,~~

4.1.15 Recipient's Performance Obligation.

4.1.15.1 Recipient shall be responsible for all actions necessary to accomplish the performance of all Environmental Services, as defined in C.3.22.

~~**4.1.15.2** The Recipient is also responsible for all Known Conditions within the ACES, to include any costs incurred that exceed coverage under the Cost Cap Policy.~~

~~**4.1.15.3** With respect to the discovery of Unknown Insured Conditions, the Recipient is responsible for remediation of those conditions covered by the Environmental Insurance Policy acquired by the Recipient.~~

4.1.15.4 After the Recipient has achieved Site Closeout and after the Army grants the CERCLA Warranty, the Recipient's continuing obligations will include the following:

(i) the performance of Long-Term Obligations, as defined in C.3.28;
(ii) further remedial actions required as a result of a proposed change in land use (different land use than anticipated in the Reuse Plan, as defined in Section C.3.37) by the Recipient, for as long as the Recipient owns the property;
(iii) ~~enforcement of, or~~ reasonable cooperation in connection with enforcement of, applicable provisions of any Environmental Insurance Policy available to cover costs for remedial actions within the scope of coverage;

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(iv) additional obligations and responsibilities pursuant to Sections C4.1.7 ~~and C.4.1.14.1.~~

(v) continuing indemnification obligations under Section *CA.* 1.8.

4.1.16 Regulatory Response Costs

4.1.16.1 The Recipient shall be responsible for reimbursing the USEPA and DTSC for Regulatory Response Costs incurred by the USEPA and DTSC, as required by the AOC, incurred on or after the Effective Date.

4.1.16.2 Requests for additional funds for Regulatory Response Costs may be made by the Recipient and should be submitted at the time the Recipient recognizes a need for additional funds. Fair and reasonable cost overruns by USEPA and DTSC for Regulato1y Response Costs will be paid by the Army. This is contingent upon approval of the overruns in question by the Grants Officer.

4.2 Obligations of the Army.

4.2.1 Oversight of the ESCA Implementation. In addition to the Army's agreement to fund the Recipient's performance of the Environmental Services, subject to Section C.4.L15, in accordance with the TSRS, the Army shall review, comment, and/or approve all drafts of the Proposed Plans, Records of Decision, and documents required pursuant to the AOC in accordance with the process outlined in subparagraph 3.1 of the TSRS. The Army will provide comments within 14 days of receipt of draft Proposed Plans and Records of Decision from the Recipient. For documents required pursuant to the AOC, the Army will provide comments within 21 days of receipt of such documents. The Army may request additional time to review the documents if necessary. In addition, the Army will review and provide comments, if any, on all proposed amendments to the AOC. The Army will review the documents mentioned above to ensure that the remedies to be implemented by the Recipient are consistent with CERCLA, the NCP and other applicable laws and/or regulations to the degree needed to ensure the CERCLA requirement that all necessary remedial action is taken on the ACES. The Army reserves the right to invoke dispute resolution as provided in Section D.9 to ensure such consistency.
Document reviews by the Army shall be consistent with the requirements outlined in the TSRS. Draft documents may be monitored through the quarterly report process specified in subparagraph 3.1 of the TSRS.

If, prior to Site Closeout, the Recipient proposes a modification to or termination of land use controls for a site, and the Army has comments or concerns with such modifications or termination, the Army shall provide written notice to the Recipient. The Recipient and the Army shall confer and negotiate in good faith to resolve any disputes concerning the proposed modification or termination. Any comments or concerns still in dispute thirty (30) days after Recipient's receipt of the above written notices shall be resolved under the dispute resolution set forth in Section D.9 of this Agreement.

4.2.2 CERCLA Covenant. The Army shall issue the warranty ("CERCLA Warranty") required by Section 120(b) of CERCLA ("CERCLA Section 120") within 60 days of the Recipient providing a written request to the Army for the issuance of the CERCLA Warranty, provided that such written request includes documentation approved by USEPA under the AOC establishing that Site Closeout has been achieved for the applicable portion(s) of the ACES. The Army agrees to provide a CERCLA Warranty for portions of the ACES as Site Closeout is achieved with the respect to these portions, and shall release by deed to the Recipient or any subsequent title holder any land use restrictions no longer required at the time each CERCLA Warranty is provided. To the extent new legal descriptions must be prepared in order for a CERCLA warranty and deed to be recorded, the Recipient shall bear the costs of preparing such legal descriptions.

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4.2.3 **Obligations Under CERCLA.** The Army recognizes its obligations and responsibilities under CERCLA Section 120, except for those actions that constitute the performance of Environmental Services by the Recipient hereunder and as otherwise provided in Section C.4.1.15 in this Agreement For purposes of CERCLA Section 120, Recipient's or any successor, assignee, transferee, lender, lessee or respective contractor (collectively "Transferee"), potential or actual future status as operator or owner of the ACES will not relieve the Army of its obligations hereunder and under CERCLA Section 120 except to the extent the activities of the Recipient or Transferee cause a release or a threatened release of a hazardous substance, pollutant or contaminant resulting in response costs to the Army.

4.2,4 **Access.** The Army shall, upon request, promptly provide the Recipient and any party performing Environmental Services with all rights to access onto or into any real property, buildings or equipment for which the Army has legal authority to provide such rights, and with all rights to conduct any activities necessary to perform the Environmental Services upon such real property; buildings or equipment for which the Army has legal authority to provide such rights. The Army may condition the provision of such rights on restrictions on the time and manner of access and conduct of activities, provided that such restrictions do not unreasonably delay or interfere with the performance of the Environmental Services.

4.2.5 **Liability.** If the death of or injury to any person, or the loss of or damage to any property, is caused by the Government in the course of its use of the ACES or in the performance by the Government of Army Obligations hereunder, the liability, if any, of the Government therefore shall be determined in accordance with the applicable provisions of the Federal Tort Claims Act (28 U.S.C. Section 2671, et seq.., as amended) or otherwise provided by law.

4.2.6 **Army Indemnification.** Except as provided in Section C.4.1.8, the Army recognizes its obligation to hold harmless, defend, and indemnify the Recipient and any successor, assignee, transferee, lender, or leasee as provided for and limited by Section 330, and to otherwise meet its obligations under the law in this Agreement with regard to the ACES.

4.2.7 The Army shall take all necessary actions required hereunder and under applicable law with respect to Army Obligations, and shall take all actions required hereunder to fulfill its responsibilities under 42 U.S.C. 9620(h). For Army Obligations under the TSRS, the Army will timely:

I. Assess, inspect, investigate, study, and remove or remediate, as appropriate, the release of a hazardous substance, pollutant, or contaminant, from or on the ACES; and

2. Settle or defend any claim, demand, or order made by federal, state, or local regulators or third parties in connection with any release of a hazardous substance, pollutant, or contaminant from or on the ACES; and

3. The Army will make diligent efforts to identify and initiate actions within thirty (30) days after receiving notice from the Recipient pursuant to Sections C.4.1.3 and C.4.1.4. In the alternative, the Parties may amend this Agreement or enter into an additional agreement by which the Army will provide funds to the Recipient to enable the Recipient to take such actions, subject to Sections D.8. and D.9.

4.2.8 In performing environmental cleanup activities hereunder, the Government shall minimize interference with the use of the ACES by the Recipient and its successors, assigns, transferees and tenants to the extent practicable. The Government assumes no liability for any interference with the use of the ACES that may be caused by environmental cleanup activities, and the Recipient shall have no claim against the Government for any such interference. However, to the extent permissible under Federal rules and regulations,

the Government shall require that its contractors have general liability insurance for their negligent acts and errors and omissions insurance.

4.2.9 The Army has provided and shall provide project-related data and documentation contained in the administrative record to the Recipient upon conveyance of title to the Recipient This data includes, but is not limited to the following: soil boring Jogs; test pit logs; monitoring well construction details/logs; test results; chemical analytical data for all media; data validation reports; land survey reports, documents of soil boring, monitoring well, removal action and other pertinent physical locations; field logbooks; meeting notes; relevant regulatory agency correspondence, documents required to compile full and administrative record for all reasonably requested investigation, cleanup, and reporting commenced prior to the effective date of this Agreement. The date for providing such data Will be agreed upon by the Parties. The Recipient may also request that the Army provide additional information concerning site conditions for the ACES and if such information is reasonably obtainable without significant cost and releasable by the Army in accordance with applicable law, the Army shall provide reasonable access to such requested information to the Recipient within thirty (30) days of the Recipient's written request for such information, or as soon as is reasonably possible thereafter. Allocation of extraordinary reproduction and search costs shall be governed by the Freedom of Information Act and its implementing regulations and polices. The Recipient and the Army agree that if any of the documents identified above are missing and those documents are required to achieve Site Closeout, the Army will use diligent efforts to locate such documents and provide access to them promptly to the Recipient

4.2.10 The Army will perform the Army Obligations, and its obligations under 4.2.1, in a manner that Will not unreasonably delay the Recipient's performance of Environmental Services.

4.2.11 Wherever the terms of this Agreement provide for approval by the Army, such approval shall not be unreasonably withheld or delayed, and, at minimum, shall be provided within approval timelines under the AOC, as applicable.

4.2.12 With regard to Army Obligations hereunder, the Army will reasonably provide to the Recipient copies of any and all documents submitted to the USEPA at the same time said documents are submitted to USEPA. The Recipient shall have the right, hereunder, to review and comment on these documents.

4.3 Insurance and Related Liability.

4.3.1 General Liability. The Recipient shall either self-insure or shall carry and maintain general liability insurance, to afford protection with limits of liability in amounts approved from time to time by the Army, that meet the minimum requirements set forth in Section 3.4 of the TSRS.

~~**4.3.2 Environmental Insurance.** The Recipient shall obtain, carry and maintain environmental insurance through the Environmental Insurance Policies that meet the requirement set forth in Section 3.4 of the TSRS.~~

~~**4.3.2.1. Army Contingent Funding.** The Army will provide Army Contingent Funding to the Recipient only upon the occurrence of the following: (i) the Recipient has exhausted all funds in the Notional Commutation Account; and (ii) the Recipient has, in addition to (i), exhausted the full amount of the Limit of Liability under the Cost Cap Policy, which equals $128,000,000. Once these expenditures have occurred, the Army will pay Army Contingent Funding in the Amount of Direct Costs (as defined in the Cost Cap Policy but only if such Direct Costs would have been owed under the Cost Cap Policy if the Limit of Liability had not been exhausted) for matters within the scope of the TSRS to achieve Site Closeout. Army~~

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~~Contingent Funding shall not exceed $15,000,000. The Army Contingent Funding obligation accrues only until the Recipient achieves Site Closeout for Environmental Services.~~

4.3.3 **Worker's Compensation.** If and to the extent required by applicable law, the Recipient will either self-insure or carry and maintain worker's compensation or similar insurance in form and amounts required by law. Any such insurance policy will provide a waiver of subrogation by the Recipient of any claims the Recipient may have against the Army, its officers, agents, or employees except for those asserted by third parties in their own right. In no circumstances will the Recipient be entitled to assign to any third-party rights of action that the Recipient may have against the Army.

4.3.4 **General Liability Policy Provisions.** All general liability insurance which the Recipient carries or maintains or causes to be carried or maintained pursuant to this Section C.4.3 will be in such form, for such amount as specified above, for such periods of time and with such insurers as the Army may approve, which approval shall not be unreasonably withheld or delayed. All policies issued by the respective insurers for general liability insurance required by this Agreement will provide that no cancellation will be effective until at least thirty (30) days after receipt by the Army of written notice thereof; and provide a waiver of subrogation by the Recipient of any claims the Recipient may have against the Army, its officers, agents, or employees. In no circumstances will the Recipient be entitled to assign to any third-party rights of action, which the Recipient may have against the Army.

4.3.5 **Delivery of Policies.** The Recipient will provide to the Army a certificate of insurance evidencing the insurance required by the Recipient and will also deliver, no later than thirty (30) days prior to cancellation or the expiration of any such policy, a certificate of insurance evidencing coverage for the same risks.

5. GENERAL PROVISIONS.

5.1 Term of Agreement

5.1.1 Notwithstanding anything to the contrary in this Agreement, the obligations of the Parties herein are triggered only upon the occurrence of theEffective Date.

5.1.2 This Agreement shall remain in effect in accordance with B.2 subject to earlier termination pursuant to Section D, or extension pursuant to Section B,

Any requests, obligations, duties or costs relating to or arising from a change in planned land use is not the responsibility of the Army, and are instead the responsibility of the Recipient or the then current owner.

5.1.3 The obligations of the Parties that shall survive the term of this Agreement, identified in Section B.2, shall include but are not limited to the following:

1. the obligations of the Recipient to maintain compliance with the deed provisions, all environmental decision documents, Site Closeout requirements, and the land use covenants as required under the AOC, and compliance with any applicable Long-Term Obligations;

2. the Recipient's obligations to perform the Environmental Services associated with Unknown Insured Conditions; and

3. the Recipient and Army Obligations under Sections C.4.1.1, C.4.1.7, C.4.1.8, C.4.1.14, C.4.1.15, C.4.2.1, C.4.2.3, C.4.2.6, C.4.3, and Section D.

5.2 Successors and Assigns.

5.2.1 The Recipient shall remain liable for performing its obligations under this Agreement, without regard to the potential for portions of the ACES to be transferred to future owners or tenants, in furtherance of the Site redevelopment objectives for the ACES and without regard to the possible transfer of portions of the Recipient's liability under the AOC. Nothing in this Agreement shall be construed t6 authorize the Recipient to assign any of its responsibilities or obligations under this Agreement or all or substantially all of the Recipient's obligations under the AOC to a third party without the prior approval of the Army or make any subsequent owners or occupants of the ACES a successor or assign under this Agreement. All obligations and covenants made by the Parties under this Agreement will bind and inure *to* the benefit of any successors and assigns of the respective Parties, whether or not expressly assumed by such successors or assigns, and may not be assigned in whole or in part without the written consent of the other party.

5.2.2 In accordance with California statutory process under the Cortese-Knox-Hertzberg Local Government Reorganization Act, California Gov't Code 56036, *et seq..,* the Monterey County Local Area Formation Commission (hereinafter "LAFCO") shall designate a successor. The Parties agree that the designated successor shall be a municipal entity that should be able to meet the financial and technical obligations and responsibilities required under this Agreement and the AOC. The Parties understand that for the purposes of the AOC, the Recipient will exercise best efforts to secure acceptance by USEPA of the LAFCO designation of the successor.

The successor in interest will be limited to one of the following municipal entities:
1. Monterey County
2. Seaside
3. Marina

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4. A Joint Powers Agency if created under California law for the purpose of succeeding FORA's obligations, liabilities, and duties.

5.2.3 The Parties agree that if the FORA dissolves or terminates, the designated successor shall become the Recipient hereunder, and shall assume all liabilities, obligations and responsibilities under this Agreement regardless of whether there is Finding of Default under the AOC due to the Recipient's inability to obtain USEPA's acceptance of the designated successor to the Recipient under the AOC.

5.3 **Severability.** If any provision of this Agreement is held invalid, the remainder of the Agreement will continue in force and effect to the extent not inconsistent with such holding.

5.4 **Waiver of Breach.** No Party shall be deemed to have waived any material provision of this Agreement upon any event of breach by the other party and no "course of conduct" shall be considered to be such a waiver, absent a writing expressly waiving such a provision.

5.5 **Notices.** Any notice, transmittal, approval, or other official communication made under this Agreement will be in writing and will be delivered by hand, facsimile transmission, electronic mail, or by mail to the other party at the address or facsimile transmission telephone number set forth below, or at such other address as may be later designated:

To the Army:

Department of Army, ACSIM
DAM-BD (ATTN: COL
600 Army Pentagon
Washington, D.C. 22310-0600

~~To FORA: Mr. Michael A. Houlemard, Jr,~~
~~100 12th St. Bldg. 2880~~
~~Marina, CA 93933-6006~~

5.6 **Representations.**

5.6.1 The Army represents that:

1. it is fully authorized to enter into this Agreement;

2. the Recipient can fully rely on the data provided to the Recipient or its contractors by the Army or the Army's contractors for purposes of performing the Environmental Services and making disclosures required under applicable Law; and

3. The information contained in the documents identified in the applicable documents Section of the TSRS, fairly and accurately represents the Army's actual knowledge of the nature and extent of contamination within the ACES.

5.6.2 The Recipient represents that:

1. it is fully authorized to enter into this Agreement; and

2. it enters this Agreement cognizant of the requirements and prohibitions set forth in the Anti-Deficiency Act and that any provision of this Agreement that states or implies that the Army will reimburse the FORA for specific costs incurred are wholly subject to the Anti- - Deficiency Act and that the Army's obligations are subject to that law.

5.7 **Conflict of Interest.** The FORA shall ensure that its employees are prohibited from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

5.8 **Access to and Retention of Records.** The Recipient shall afford any authorized representative of the Army, the Department of Defense, or the Comptroller General, or oilier officially concerned Federal government agency access to and the right to examine all records, books, papers, and documents, including records in automated forms ("Records") that are within the Recipient's custody or control and that relate to its performance under this Agreement This right of access to records shall not include attorney client communications, attorney work product or other legally privileged documents·. The Recipient shall retain all such records intact in such form, if not original documents, as may be approved by the Army or other officially concerned government agency, which approval shall not be unreasonably withheld, for at least thirty (30) years following completion or termination of this Agreement or transfer all such records into Army custody. Access to the Recipient's records will be during normal business hours, and the Army or other officially concerned federal government agency will give the Recipient seventy-two (72) hours prior notice of its intention to examine the Recipient's records, unless the Army or other officially concerned federal government agency determines that more immediate entry is required by special circumstances. The Recipient will have no claim due to such entries against the Army or oilier officially concerned government agency, or any officer, agent, employee, or contractor thereof.

5.9 **Change of Circumstances.** party will promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect such party's ability to carry out any of its obligations under this Agreement.

5.10 **CERCLA Requirements.** For purposes of 42 U.S.C. Section 9620(h)(3), this Agreement shall not increase, diminish, or effect in any manner any rights or obligations of the Recipient or the Army with respect to the ACES.

5.11 **Officials Not to Benefit.** The Recipient acknowledges that no member or delegate to the United States Congress, or resident Commissioner, shall be permitted to share in any part of this Agreement or receive any benefit that may arise there from.

5.12 **Force Majeure.** The Parties shall perform the requirements of this Agreement except to the extent performance is prevented or delayed by events that constitute force majeure. A force majeure is defined as any event arising from causes which are beyond the control of a party and which cannot be overcome with due diligence, and include but are not limited to war, terrorism, riots, strikes and oilier labor issues, severe weather, legal action by private citizens or organizations that result in injunctions, acts of God, and Endangered Species Responsibilities as stated in Section CAl.14.2, to the extent such events result in delays or cessation of Environmental Services. If either Party disputes whether an event constituting force majeure has occurred hereunder, the dispute resolution set forth in Section D.9 may be invoked.

5.13 **Subcontractors.** ~~LFR, Inc.~~

- END OF SECTION C -

SECTION D
GENERAL TERMS AND CONDITIONS (STATE & LOCAL GOVERNMENTS)

1. FEDERAL STATUTES AND REGULATIONS. Federal statutes and regulations to include, but not limited to, 32 CFR 33 and DoD 3210.6-R[1], take precedence over all terms and conditions of this Agreement.

2. ADMINIS1RATION AND COST PRINCIPLES. Applicable to this award, and incorporated herein by reference, are the requirements of the following Office of Management and Budget (0MB) Circulars 2, as of the effective date of the award:

(a) 0MB A-87 - *"Cost Principles for State. Local and Indian Tribal Governments"* (Revised 04 May 1995, as further amended on 29 August 1997)

(b) 0MB A-102 - *"Grants and Cooperative Agreements with State and Local Governments"* (Revised 07 October 1994, as further amended on 29 August 1997) ·

(c) 0MB A-133-*"Audits of States. Local Governments. and Non-Profit Organizations"* (Revised 24 June 1997)·

3. CERTIFICATIONS. By acceptance (signing) of this award or by accepting funds under the award, the Recipient thereby makes the following certifications:

(a) Appendix A to 32 CFR Part 25 regarding debarment, suspension, and other responsibility matters;

(b) Appendix C to 32 CFR Part 25 regarding drug-free workplace requirements; and,

(c) Appendix A to 32 CFR Part 28 regarding lobbying.

4. AWARD PROVISIONS FOR NATIONAL POLICY REOUJREMENTS. By acceptance (signing) of this award, or by accepting funds under the award, the Recipient assures that it will comply with applicable provisions of the following national policy requirements (as applicable) with respect to the prohibition of discrimination:

(a) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 US.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR Part 195;

(b) On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 [3 CFR, 1964-1965 Comp.p.229], as implemented by Department of Labor Regulations at 41 CFR Part 60];

(c) On the basis of age, in the Age Discrimination Act of1975 (42 U.S.C. § 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90; and,

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[1] DoD Grant and Agreement Regulations at http://www.dtic.mil/whs/directives/corres/html/32106r.htm

[2] 0MB Circulars/Forms at http://www.whitehouse.gov/omb/grants/index.htrnl

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(d) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), implemented by Department of Justice regulations at 28 CFR Part 41 and DoD regulations at 32 CFR Part 56.

5. RETENTION AND EXAMINATION OF RECORDS. Retention and access requirements for records shall be as set out at 32 CFR 33.42.

6. ENVIRONMENTAL PROTECTION. By acceptance (signing) of this Agreement or accepting funds under this Agreement, the Recipient agrees to comply with applicable Federal environmental laws in undertaking activities on the ACES that are not covered by the Agreement, including:

6.1. The Recipient agrees that its performance under this Agreement, with Equivalent State Compliance, will comply with all applicable Federal, State or local environmental laws and regulations, including but not limited to: the requirements of the Clean Air Act (42 U.S.C § 7401-7671q.) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. § 1318), which relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder; the Resource Conservation and Recovery Act of 1976 ("RCRA", 42 U.S.C. § 6901, et seq.); the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA," 42 U.S.C. § 9601, et seq.); and the National Environmental Policy Act of 1969 ("NEPA," 42 U.S.C. § 4321, et seq.); the Clean Water Act (33 U.S.C. 1251-i387); and 40 CFR Part 32.

(a) The Recipient will comply with all existing environmental permits, and the Parties will cooperate with each other in preparation of future environmental permits, as permitted by law, required for the Recipient's compliance under this Agreement

(b) The Government's rights under this Agreement specifically include the right for Government officials to inspect for compliance with environmental, safety, and occupational health laws and regulations, whether or not the Government is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections.

(c) The Recipient understands and agrees that there may be future Government activities in support of environmental cleanup or disposal operations for Army Retained Conditions. The Recipient agrees to cooperate to the extent necessary in support of these operations, and will not interfere with or hinder any such operations by the Government.

(d) Conditions or activities giving rise to the liabilities which occurred prior to the onset of this Agreement, and are not a result of or related to any action, or failure to act, by the Recipient, are not subject to indemnification provisions in Section C. 1bis provision will survive the expiration or termination of this Agreement.

6.2. It will identify to the Grants Officer any impact on flood-prone areas, and provide help that the Grants Officer may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for Federally assisted construction or acquisition fu flood-prone areas.

6.3. It will identify to the Grants Officer any impact on underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and assist the Grants Officer in compliance with the Safe Drinking Water Actof 1974 (42 U.S.C. 300h-3).

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7. CHANGES.

7.1. **Relation to Cost Principles.** The cost principles set forth in 0MB A-87 - *"Cost Principles for State, Local and Indian Tribal Governments"*, contain requirements for prior approval of certain types of costs. These prior approval requirements apply to all Federal Assistance instruments (and subgrants) entered into by the Army. In addition to the prior approvals required under 0MB A-87, capital expenditures for equipment, including replacement equipment, other assets, and improvements which materially increase the value or useful life of equipment or other capital assets are allowable as direct costs.

7.2. **Budget Changes.** Pursuant to .32 CFR 33.30, the Recipient is permitted to re-budget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved project. Request for prior approval shall be in the same budget format the Recipient used in its application and shall be accompanied by a narrative justification for the proposed revision. The Recipient shall obtain written approval of the Grants Officer prior to initiating:

(a) Any revision which would result in additional Government funding; or

(b) Cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects functions, or activities which exceed or are expected to exceed ten (IO) percent of the current total approved budget.

7.3. **Programmatic or Scope Changes.** Regardless of whether there is an associated budget change requiring approval, the following changes require prior written approval:

(a) Need to extend the period of availability of funds; or

(b) Changes to the TSRS incorporated herein at Section E, Attachment E.1.

(c) Modification to the requirements and/or funding needed for insurance and related liability incorporated herein at Section C.

8. ENFORCEMENT AND TERMINATION FOR CONVENIENCE.

8.1. **Remedies for Noncompliance.** The Government's remedies for noncompliance are as set forth at 32 CFR 33.43(a).

8.2. **Suspension and Termination.** The bases for and effects of suspension and termination are as set forth at 32 CFR Part 33. In addition, the Army reserves the right to suspend or terminate this Agreement if **1)** the FFA Amendment has not become effective or an Early Transfer for the ACES is not approved by the USEPA or not concurred in by Governor of California, or 2) if the Army does not approve any of the amendments to the AOC.

8.3. **Relationship to Debarment and Suspension.** The enforcement remedies identified in this section do not preclude the Recipient from being subject to "Debarment and Suspension" under E.O. 12549.

8.4. **Termination for Convenience.** This Agreement may also be terminated, in whole or in part, only by the Grants Officer with the consent of the Recipient in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.

9. DISPUTES AND ALTERNATIVE DISPUTES RESOLUTION {32 CFR 22.815). Disputes between the Recipient and the Grants Officer shall be resolved by mutual agreement at the Grants Officer's level, to the maximum extent practicable. Disputes are written demands or written assertions by one of the parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of terms, or other relief arising under or relating to the award, including matters in dispute regarding the performance of Environmental Services under Section C. The dispute shall, at a minimum, contain sufficient information and supporting data to enable the Grants Officer to render an informed decision. Whenever the Recipient submits, in writing, a dispute to the Government, the Grants Officer shall consider the issue(s) and, within 60 calendar days of receipt, either:

(a) Prepare a written decision, which shall include the basis for the decision and shall be documented in the award file or

(b) Notify the Recipient of a specific date when he or she will render a written decision. The notice shall inform the Recipient of the reason for delaying the decision.

During the dispute process with respect to the portion not in dispute, the Recipient shall proceed diligently with performance of the award, to the extent the Grants Officer continues to certify for payment Recipient's funding requests, pending final resolution ofany dispute.

9.1. Alternative Disputes Resolution (ADR). These procedures include settlement negotiations, mediation, and fact-finding. In the event the Recipient decides to appeal the decision the Recipient is encouraged to enter into ADR procedures with the Grants Officer, as set forth herein:

(a) If the Recipient decides to appeal under ADR, it must within 90 calendar days from the date that it receives the Grants Officer's written decision, mail or otherwise furnish to the Grants Officer notice that an appeal is intended using the ADR procedures herein. The appeal shall include a description of the claim or dispute, reference to the pertinent Agreement terms, and a statement of factual areas of agreement and disagreement.

(b) Within 30 calendar days from the date that the Grants Officer is furnished the Recipient's appeal the Grants Officer shall provide all data, documentation, and pertinent information, required for use on a pending appeal to the Department of the Army, Assistant Chief of Staff for Installation Management.

(c) The Assistant Chief of Staff for Installation Management shall review the facts pertinent to the dispute or secure assistance from legal and other advisors and issue a written decision with Supporting rationale.

(d) If the Recipient chooses not to initiate an appeal using ADR procedures, it may initiate such formal claims as are authorized by 28 U.S.C. 1491, or other applicable statutes.

(e) In any event, Recipient shall not be required to lll.ke or refrain from taking actions, if such would be inconsistent with the results of the dispute resolution process under the AOC,

10. RECIPIENT RESPONSIBILITY. The Recipient has full responsibility for the conduct of the effort supported by this Agreement, in accordance with the Recipient's Application for Federal Assistance (and supporting documentation), and the terms and conditions specified in this Agreement. Tue Recipient is encouraged tosuggest, or propose to discontinue, or modify unpromising efforts.

11. ACKNOWLEDGEMENT OF SPONSORSHIP. The Recipient agrees that in the release of information relating to this Agreement, such release shall include a statement to the effect that: (a) the effort is/was sponsored by the Department of the Army, Assistant Chief of Staff for Installation Management; (b) the content of the information does not necessarily reflect the position or policy of the Government; and (c) that no official endorsement should be inferred. "Information" includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, sym6posia, etc.

12. SUBCONTRACTS. Pursuant to 32 CFR 33.36 (a), the Recipient will follow the same policies and procedures it uses for procurements from its non-Federal funds. The Recipient will ensure that every purchase order or other contract includes any clauses required by Federal statutes and Executive Orders and their implementing regulations, as set forth under 32 CFR33.36 (i) (I) through (13) inclusive.

13. SUBGRANTS. The Recipient shall follow State law and procedures when awarding and administering subgrants (whether on a cost-reimbursement or fixed amount basis), pursuant to 32 CFR 33.37 (a) (1) through
(4) inclusive.

14. ALLOWABILITY OF COSTS. Allowability of costs shall be in accordance with 32 CPR 33.22 and 32 CFR33.23.

15. OFFICIALS NOT TO BENEFIT. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit arising from it, in accordance with 41 U.S.C § 22.

16. CHANGE OF Circumstances. Each party will promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect such party's ability to carry out any of its obligations under this Agreement.

17. PROTECTION OF IDSTORIC RESOURCES. The Recipient agrees to comply with Section 106 of the National Historical Preservation Act of 1966 (16 U.S.C. 470 (f)), as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR 800 and E.O. 11593.

18. PROTECTION OF THREATENED AND ENDANGERED SPECIES AND NATURAL HABITAT. The Recipient agrees that its performance under this Agreement will comply with all applicable Federal, State, and local laws and regulations related to the protection of threatened and endangered species and natural habitat, if any, included but not limited to the requirements of the Endangered Species Act of 1973 (16 U.S.C. § 1531, et seq.) except as provided herein, The Recipient is aware of and understands its obligations to protect and conserve threatened and endangered species and to take all reasonable precautions to protect trees and natural habitat during maintenance and future operations and to restore the ground surface after completion of maintenance or other operations as near to its former condition as may be possible for protection against erosion.

19. HATCH ACT. The Recipient agrees to comply with the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), as implemented by the Office of Personnel Management at 5 CPR Part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or in part with Federal funds.

20. AFTER THE AWARD REQUIREMENTS.

(a) Closeout, subsequent adjustments, continuing responsibilities, and collection of amounts due are subject to the requirements in 32 CFR 33.50 through 33.52.

(b) Pursuant to 32 C'FR 33.50, the Recipient shall submit, within 90 calendar days after the date of expiration of the award, all financial, performance, and other reports as required by the terms and conditions of the award. The Grants Officer may approve extensions when requested by the Recipient

21. MODIFICATION OF AGREEMENT. The only method by which the Agreement can be modified is through formal, written modification, initiated by the Grants Officer on behalf of the Government. No other communications, whether oral or in writing, shall be binding on the parties.

MOD NO.	Date	Modification	Status
P00001	Sept 24, 07	Initial Army funds for CLINs 0001 and 00002	*Complete 6/30/20*
P00002	April 4, 08	Additional Army funds	*Incomplete until AOC or ESCA is terminated*
P00003	June 2, 08	Modify Section 4.1.16.1 Response Cost language	*Complete 6/30/20*
P00004	Aug 14, 08	Update payments information- Final Balance formula	*Complete 6/30/20*
P00005	Dec 12, 08	Army obligate Final Balance	*Complete 6/30/20*
P00006	Dec 10, 14	Changes to Section B. 5.3 and 5.4	*Complete 6/30/20*
P00007	Feb 19, 15	Changes to Section B. 5.5, 10.(b), 10.(c) 11 and 15	*Complete 6/30/20*
P00008	Sept 7, 17	Changes to Section B. 5.3 and 5.4	*Complete 6/30/20*
P00009	Dec 20, 17	Added CLIN 0004 MEC-Find Assessments, CLIN 0005 Long-Term LUC Management and reduced performance period to June 30, 2028	*Partially Complete 6/30/20 -CLINs 0004 and 0005 Remain*
P00010	March 31, 19	Use Army Contingent Funding- Added CLINs 0001A, 0001B and 0003A	*Complete 6/30/20*
P00011	Sept 9, 19	Use Army Contingent Funding- Extend specific CLIN performance dates	*Complete 6/30/20*
P00012	Sept 30, 19	Use Army Contingent Funding- Extend specific CLIN performance dates	*Complete 6/30/20*
P00013	Aug 1, 19	Extend specific CLIN performance dates	*Complete 6/30/20*

--- END OF SECTION D

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ATTACHMENT E.1
TECHNICAL SPECIFICATIONS AND REQUIREMENTS STATEMENT

1.0 INTRODUCTION

In accordance with the terms of this Environmental Services Cooperative Agreement (ESCA), this Technical Specifications and Requirement Statement (TSRS) provides the U.S. Department of the Army's (Army) general specifications for the City of Seaside (Recipient) as the Fort Ord Reuse Authority's (FORA) Successor In Interest to conduct the environmental services, address environmental scheduling and regulatory issues, and assume liability and responsibility for Site Closeout of the Areas Covered by Environmental Services (ACES), as defined in Section *C33* ESCA and identified in Appendix 1. The Army transferred the ACES to FORA via a Deed with Finding of Suitability for Early Transfer (FOSET).

The environmental services will be performed in conjunction with the redevelopment of the ACES and in accordance with the Administrative Order on Consent (AOC), CERCLA Docket Number 09-2007-03, between Recipient, USEPA, and DTSC, to achieve Site Closeout as defined in Section *C338* of the ESCA. Implementation of the AOC will also satisfy the remedy requirements of CERCLA, the NCP, and other applicable environmental laws and regulations regarding remediation of the ACES. The Army will provide funding for the environmental services required, as provided for in the ESCA and this TSRS. The mechanism for funding these services is the ESCA.

1.1 Background

~~As provided in Section C.4 of the ESCA, the RECIPIENT will conduct certain investigation and cleanup efforts at the ACES and the Army will provide the appropriate level of oversight.~~ The Army's involvement in the cleanup of the ACES will be limited to the scope of the ESCA and this TSRS. This document is meant to support and be consistent with the ESCA. If inconsistencies are found between this TSRS and the ESCA after the ESCA has been signed, the ESCA shall control. If inconsistencies are not resolved after referring to the ESCA, the parties will work toward a resolution, in accordance with Section D.9 of the ESCA.

1.2 Early Transfer and Cooperative Cleanup

~~The Army and RECIPIENT intend to complete an early transfer of the ACES so that RECIPIENT can obtain title to the property requiring MEC remediation. Not all parcels included in the Early Transfer require additional characterization and/or remediation for MEC. RECIPIENT's responsibilities for the ACES is described in the ESCA and in the Remedial Activities Table. The ACES are shown on the maps included in Appendix I. The Remedial Activities Table lists those environmental sites of the ACES requiring MEC remediation and/or investigation by the RECIPIENT and generally describes the activities that will be accomplished for each of the sites. Activities described in the Remedial Activities Table may be modified by RECIPIENT pursuant to the AOC, as long as said modifications do not affect RECIPIENT's ability to achieve Site Closeout under the amount funded in the ESCA. Activities described in the Remedial Activities Table will be undertaken in conjunction with redevelopment activities where the opportunity exists.~~

In conjunction with the early transfer, the Recipient and the Army chose to pursue a process whereby the Recipient assumes the responsibility for the environmental services under the ESCA. The Army, as the former federal landholding agency, will meet its obligations under CERCLA and other applicable laws and regulations by providing the funds required via the ESCA and overseeing the completion of the environmental services necessary for Site Closeout in conjunction with the AOC and ESCA. In accordance with its responsibilities, the Army shall remain involved, will provide appropriate program oversight of the cleanup efforts at the ACES, to include document review as specified in Section C.4.2 of the ESCA, and will grant covenants under CERCLA section 120(h)(3)(A)(i)(II) (deferred CERCLA covenant) in accordance with Section C.4.2.2 of the ESCA.

1.3 Applicable and Relevant Documents - Lists of applicable and relevant documents are attached as Exhibit A of this TSRS. Applicable and relevant documents are not limited to those listed in Exhibit A; see Fort Ord Administrative Record and Fort Ord Military Munitions Response Program (MMRP) Database for additional information that may be applicable and/or relevant. Other applicable or relevant and appropriate documents include the publicly available Installation-Wide Multispecies Habitat Management Plan and biological opinions, including the Installation-Wide Multispecies

Habitat Management Plan (HMP), the East Garrison - Parker Flats Land Use Modifications Assessment (May 2002) and associated Memorandum of Understanding signed December 2005, and biological opinions 1-8-99-F/C-39R, l-8-01-F-70R, and 1-8- 04-F-25R.

2.0 TECHNICAL SERVICES REQUIRED

2.1 Task Description

The major component activities of this TSRS are outlined below.

1. Project management
2. Site Investigation and Monitoring

.3. Specific Tasks for Munitions and Explosives of Concern (MEC)

4. Natural Resources Trustees Coordination & Damage Claims
5. Regulatory Requirements
6. Environmental Insurance
7. ~~Long Term Obligations~~ Remedy Implementation
8. ~~EPA Certification of Completion~~
9. Public Involvement
10. Period of Performance
11. Submittal of Documents and Project Schedule

~~RECIPIENT shall provide the necessary qualified and licensed personnel, equipment, and resources to successfully execute the MEC investigation and/or remediation of parcels described in the Remedial Activities Table in accordance with the ESCA and AOC.~~ Project activities and responsibilities are outlined in the following sections and additional details on project activities listed below are found in Section 3 of this TSRS. This TSRS more fully specifies the environmental services Recipient will conduct under the ESCA on behalf of the Army. Nothing in this TSRS shall limit the Recipient from conducting environmental activities that vary from those activities specified in this TSRS provided such activities are coordinated with the Army, consistent with the ESCA, and ultimately achieve Site Closeout from EPA. Site Closeout has been achieved The Army is now required to grant the deferred CERCLA covenant.

2.1.1 Project Management

The complexity, magnitude, and unique nature of the cleanup at the environmental sites of the ACES requires coordination of project activities to ensure that stakeholders are kept informed of the project status, existing or potential problems, and any changes that may be required to prudently manage the project. Project stakeholders include the Department of the Army Base Realignment and Closure (BRAC) Division (BRACD), US.
Environmental Protection Agency (EPA), Region IX, and the California Department of Toxic Substances Control (DTSC). ~~RECIPIENT will use the AOC to guide the cleanup of the ACES in conjunction with redevelopment while ensuring consistency with remedial requirements of CERCLA, the NCP, and other applicable environmental laws and regulations.~~ To ensure that the remedy requirements of CERCLA and the NCP are being met, the Army shall consult with Recipient, review and comment on documents, and review for concurrence any revisions, modifications, or amendments to the AOC or decision documents as required in Section C.42.1 of the ESCA.

Recipient shall maintain a project repository, as well as provide copies to the Army in order for the Army's maintenance of the Administrative Record as required by CERCLA, the NCP, and other applicable laws and regulations. Recipient shall also prepare and submit quarterly progress reports (as defined in Section 3.1) to the Army that document technical progress to date, depict upcoming work, and describe any technical issues confronted with successful or proposed solutions. Finally, Recipient shall hold conference calls, as defined in Section 3.3, with the Army representative on an as-needed basis as determined by the Army to discuss ~~the progress of the cleanup of~~ the ACES and the status of ongoing documents/reports being reviewed by the Army representative. The Army representative shall be the BRAC Environmental Coordinator, or her designated successor. Additional details on the project management responsibilities are found in Section 3.1 through Section
3.3 of this TSRS.

~~2.1.2 Site Investigation and Monitoring~~

~~RECIPIENT shall conduct any additional site investigation, including sampling and analysis that may be necessary to delineate areas requiring remedial actions in accordance with the AOC and ESCA. As additional delineation or other site characterization work is completed during the period of performance, the RECIPIENT shall record any changes needed~~

~~to the necessary documents (e.g., remedial design documents and AOC) and provide changes to the Army for review in accordance with the procedures specified in the ESCA Section C.4.2.1 To the extent additional site investigation results in additional decision documents, independent of the AOC, the Army will review for concurrence, in order to ensure consistency of any remedial actions with CERCLA, pursuant to the review procedures set forth in Section CA2 of the ESCA.~~

~~Prior to the end of the Period of Performance, discussed in Section 2.1.11, RECIPIENT shall implement, to the extent required by the AOC and the ESCA, a plan to meet Long-Term Obligations pursuant to Section CAL15.4(i) of the ESCA. This plan will provide for the implementation of the Long-Term Obligations, including without limitation, ongoing remediation activities required under the AOC.~~ In addition, Recipient shall prepare monitoring reports and effectiveness reports as required by the AOC, and submit copies of the plans and reports to the Army representative. The Army shall review and comment on such plans and reports in accordance with the Army oversight procedures specified in Section CA2 of the ESCA

2.1.3 Specific Tasks for Munitions and Explosives of Concern (MEC)

In accordance with the ESCA, Recipient will:

~~(1) Achieve Site Closeout pursuant to the requirements of the AOC and the following:~~

~~(a) DOD 6055.9-STD DOD Ammunition and Explosives Safety Standards, 5 October 2004.~~

~~(2) RECIPIENT will incorporate and implement the Habitat Management Plan (HMP) and Army Biological Opinion (ABO) requirements into the ESCA remedial actions. Implementation includes a full-time on-site biologist, pond sampling, vegetation monitoring and reporting, and weed/erosion control.~~

(3) ~~Submit an Explosive Safety Submission (ESS) and any required explosives safety site plans through the U.S. Army Technical Center for Explosives Safety~~

~~(USATCES) to the Department of Defense Explosive Safety Board (DDESB) for approval, in accordance with the Army oversight procedures specified in Section C.4.2 of the ESCA, prior to conducting any munitions response, and to provide after-action reports, once the munitions response is completed.~~

(4) Work closely with identified DoD representatives in conducting any future munitions response.

(5) Participate in, and coordinate with the Army's MEC Awareness Safety Education Program to educate the public of the dangers presented by unexploded ordnance.

(6) ~~implement,~~ administer~~,~~ and enforce the land use controls contained in the CRUPs. Such ~~implementation and~~ administration of land use controls may be evidenced by the filing by Recipient with EPA, DTSC, and the Army, of an annual compliance report until 2028. This report shall certify, after inspection, that all components of land use controls are in place, and reporting any apparent violations of the land use controls, and describing actions, if any, taken in response to such violations. The annual reports shall be filed within thirty (30) days of the anniversary date of the filing of the CRUPs containing the land use controls in the real property records of Monterey County. Recipient shall submit annual compliance report so long as the CRUPs continue to exist.

2.1.4 Natural Resources Trustees Coordination and Damage Claims

~~RECIPIENT shall also be responsible for complying with the requirements outlined in CERCLA Section 104(b)(2) regarding the notification of; and coordination with, appropriate federal, state or Tribal Natural Resource Trustees, to request input and information on releases and proposed cleanup responses. Although the Army will undertake any official discussions with Natural Resource Trustees, RECIPIENT shall assist the Army in efforts to resolve Trustee concerns during implementation of any remedial activities under the AOC.~~ Recipient is not responsible for any Natural Resource Damage claims brought due to contamination and releases that occurred historically (i.e., prior to transfer to Recipient) or for releases or contamination from Army activities or operations that occur after transfer. Pursuant to the

terms of the ESCA, Recipient is responsible for any Natural Resource Damage claims to the extent arising from, caused or contributed to by the actions of Recipient.

2.1.5 Regulatory Requirements According to the AOC

~~The RECIPIENT shall be responsible for negotiating with EPA and DISC to achieve Site Closeout, pursuant to the AOC and the ESCA~~. Any modifications to the AOC shall be coordinated with the Army.

2.1.6 Environmental Insurance

~~In order to prevent delays in the cleanup and to protect RECIPIENT and the Army from Unknown Conditions, as defined in the ESCA, encountered during the cleanup of the ACES, RECIPIENT will obtain Environmental Insurance meeting the requirement set forth in Section *3.1* of this TSRS.~~

2.1.7 Remedy ~~Implementation~~ Responsibilities

~~RECIPIENT shall utilize the funds provided under the ESCA to conduct the tasks outlined here and to implement remedial actions required by the AOC. RECIPIENT shall ensure that all remedial activities are performed in accordance with the terms of the above documents and in support of the reuse specified in the reuse plan map prepared by RECIPIENT as approved by the governing board of the RECIPIENT in June 1997 (the "Reuse Plan"). RECIPIENT is~~ The Army is not responsible for ~~all~~ additional costs associated with a change in reuse from the Reuse Plan. All changes in land use from the Reuse Plan that increase the amount or scope of remedial activities on the environmental sites of the ACES, or compromises the effectiveness of the CRUPs or land use controls found in the AOC, and/or requires the modification, variance, or termination of such restrictions, shall be at the sole expense and responsibility of Recipient.

If such a change is planned, Recipient shall notify the Army representative before proceeding with any of its associated obligations under the AOC. ~~Regardless of any changes in reuse, RECIPIENT must ensure that all remedial activities contemplated for the environmental sites of the ACES meet the remedy requirements of CERCLA.~~

~~RECIPIENT shall be responsible for developing documents associated with the remedial actions to achieve Site Closeout as described in the AOC.~~ If additional remedial action is

necessary as a result of changes to the AOC, the Army will review the same in accordance with the procedures specified in Section CA.2.1 of the ESCA.

The Army has followed the CERCLA Site Investigation (SI), Remedial Investigation/Feasibility Study (RI/FS) and Engineering Evaluation/Cost Analysis (EE/CA) processes in the prior characterization of environmental conditions and analysis of remedial action alternatives of the ACES. Natural resource and ESA data has also been collected to support these CERCLA processes. Site characterization and biological data are available in the various reports referenced in Exhibit A herein, Administrative Record and MMRP Database. The site characterization data, where available, has been used in evaluating various remedial alternatives and site-specific activities. ~~The remedial actions and/or land use controls for the ACES will comply with the AOC, CERCLA, the NCP, and other applicable laws and/or regulations and will be protective of human health and the environment.~~

2.1.8 Long Term Obligations

The remedies selected to address MEC are largely comprised of institutional controls, including land use restrictions pertaining to access and ground disturbing activities. These institutional controls have been implemented, are noticed in deeds, and will require regular oversight and management to ensure effectiveness and compliance. In that regard, FORA shall, at a minimum, perform the following:

a. Conduct regular inspections of current and former Fort Ord property that is within the ACES to identify land use restriction violations;

b. Monitor the ACES to ensure compliance with implemented and applicable land use restrictions;

c. Promptly report violations of implemented land use controls or failures of the effectiveness of land use controls to appropriate authorities with enforcement power.

d. Where violations or failures are identified outside of the enforcement jurisdiction of FORA, coordinate with the applicable land holding jurisdiction to ensure that enforcement action is considered.

e. Meet regularly, but no less often than quarterly, with land holding jurisdictions in whose area of responsibility former Fort Ord property lies, and report on the effectiveness of the implemented remedies and any violations or concerns that have been identified. A representative of the Army's BRAC often may attend any such meeting

~~2.1.8 Residential Quality Assurance~~

~~During development of the ESCA for the Fort Ord parcels, the regulatory agencies expressed concern with the adequacy of the Army's efforts to achieve regulatory acceptance of parcels that had been cleared with the best available and appropriate detection technologies. This concern is attributable to the potential for small but possibly hazardous items remaining just below the capability of instrument detection and yet close enough to the surface to pose a threat to the future residents. In an effort to satisfy regulatory concerns, a process has been developed which will allow the regulators to gain comfort with the acceptability of a parcel for residential use (hereinafter referred to as the residential quality process {RQA}). The process will be followed at selected sites within the ACES and presented to the regulators, with an objective of demonstrating that the RQA achieves no significant improvement over the Army's efforts and should not be continued at remaining sites. This process (to be documented in CERCLA project documentation) is briefly explained in Appendix 2. The exact details and procedures will be detailed in project work and safety plans.~~

~~2.1.9 Certification of Completion of Remedial Action~~

~~Following completion of remedial activities, RECIPIENT shall develop a final report for the Certification of Completion of Remedial Action as specified in the AOC. The final report~~

~~shall include the information required by the AOC RECIPIENT shall determine if it is more suitable to develop one site-wide report or several reports corresponding to the environmental sites of the ACES. These reports shall include the information required by the AOC and evidence of EPA's written concurrence as to the completion of all Environmental Services excluding Long-Term Obligations required for the area(s) covered by the reports.~~

2.1.10 Public Involvement

The opportunity for public involvement is essential for obtaining community input and maintaining community understanding and support for the cleanup actions on the ACES. Recipient shall be responsible for notification to, involvement with, and solicitation of input from the public as required by the AOC, CERCLA, and the NCP, in coordination with the Army. Additionally, the Army will continue to be involved with other property on Fort Ord not affected by this early transfer and will require coordination of Public Involvement activities. Recipient will provide, in timely fashion, pertinent information regarding its public involvement activities associated with the cleanup actions of the ACES, to the Army, in order for the Army to meet its site-wide community relations requirements under the Community Relations Plan, CERCLA, and the NCP. ~~RECIPIENT will be responsible for, in close coordination with the Army, initiating, coordinating, and scheduling necessary public activities relating to the remedial activities on the ACES as required under the AOC, including developing briefings, presentations, fact sheets, developing additional statements of work for performing remedial actions of the ACES, taking meeting minutes, legal notices, public meetings, and sending articles to news media after coordination with the EPA and DISC, if necessary. RECIPIENT shall also comply with other requirements for public participation as prescribed under the AOC.~~

2.1.11. Period of Performance

The period of performance for this TSRS is as follows:

Start Date: March 30, 2007

End Date: ~~March 29, 2037~~ June 30, 2028

Any variation or modifications to this TSRS must be made in accordance with Section D.7 and D.21 of the ESCA and in coordination with the Army.

2.1.12. Submittal of Documents and Achievement of Project Schedule

~~To the extent required by the AOC and the ESCA, RECIPIENT will develop the RI/FSs and prepare drafts for the Proposed Plans and RODs to achieve remedy selection; RECIPIENT will develop all reports as required under the Remedial Design Work Plan and Remedial Action Work Plan to implement the remedy for each site as described in the AOC.~~

~~RECIPIENT will be responsible for assuring that the milestones and deliverables referenced in Section E.2.1.11 above, in conjunction with the remediation schedule, which will be set forth in the AOC, are met. The Army representative shall be responsible for verifying that milestones are met and shall also be responsible for reviewing and all documents/reports submitted to the Army, in a timely manner to support the milestones.~~

~~RECIPIENT shall provide Army representative with and a copy of GIS data and two copies and one electronic copy of all documents/reports described in this TSRS, to include but not limited to general remedial documents, drafts of decision documents, and proposed amendments to the decision documents and to the AOC.~~

The Army representative shall have the right to review and provide comments on all the documents/reports. If the Army has comments or concerns~~,~~ about project schedule or documents provided by Recipient, the Army will notify Recipient, within a reasonable time period, and discuss the concerns and comments and attempt to find mutually agreeable resolution. If a mutually agreeable solution is not reached within 15 working days of the commencement of discussions between the Recipient and the Army, the Parties reserve the right to recommend to the Army Grants Officer that the dispute or alternative dispute resolution process, as described in Section D.9 of the ESCA, be initiated.

The Army representative shall take no more than ~~14 days to review draft Proposed Plans and Records of Decision and~~ 21 days to review and comment on all other documents required under the AOC. The Army's review and comment will be completed and provided to Recipient before Recipient submits such documents to the EPA In those instances, where several or a few voluminous documents are provided to the Army at the same time, the Army and the Recipient shall agree upon a reasonable period in which the Army can review and provide comments back to Recipient. The Army's review of the documents/reports shall be limited to the following scope:

- To ensure consistency with the ESCA and CRUPs

- To ensure consistency with CERCLA, the NCP, and any requirements applicable to Non-CERCLA environmental services

- To ensure that ESCA funds that have been spent or that will be spent are in compliance with the Scope as defined in Section C.2.3 of the ESCA and the Environmental Services as defined in Section C322 of the ESCA

Recipient shall be responsible for completing the following major tasks prior to the ESCA termination:

~~• Complete all required documentation, investigation, design and remedial activities in the ACES, as required by the AOC;~~

• Forward all pre-termination reports and other documentation as required under the AOC for review by the Army Representative;

~~• Upon completion of the remedial actions for the ACES pursuant to the AOC, forward all reports and make any other documentation requested by the Army available for review by the Army Representative; and~~

~~• Following the completion of all Environmental Services, excluding Long Term Obligations, pursuant to the AOC, submit proof of Site Closeout by (I) Obtaining EPA's Certification of Completion of the Remedial Action for such portion(s) of the ACES, and (2) submitting a Statement of Removal of MEC to the DDESB for property known or suspected to contain MEC,~~

Recipient shall submit all deliverables as outlined in the AOC and Section E-2.1.11 of this TSRS to the Army for review. The Army Representative shall be responsible for verifying that deliverables are submitted and shall also be responsible for reviewing documents/reports submitted to the Army in a timely manner to support the project schedule, concurrent with regulatory review and schedules. The Army reserves the right to obtain professional assistance, at its own cost, to review documents and reports that Recipient submits to the Army. In addition, if the Army Representative deems it necessary, the Army Representative may access the ACES ~~for purposes of on-site quality assurance and verification of remediation performance~~ in accordance with the ESCA and deed covenant.

3.0 ADDITIONAL INFORMATION

3.1 Project Progress Reports

Recipient shall prepare and submit quarterly project progress reports to the Army Representative during the entire period of performance, regardless of whether submission of these reports is required by EPA and/or DISC, and regardless of whether any substantial remediation activities have occurred at the environmental sites of the ACES. The project progress reports shall address the following topics, as applicable:

- Document technical progress or work completed during the reporting period
- Total ESCA grant funds spent during the previous quarter, and grant funds spent to date.
- Depict upcoming work for the next quarter and the ESCA grant funds needed for the upcoming work
- Technical or regulatory issues that may impact project schedule.
- When necessary, status of comments submitted by the Army on documents/reports developed by Recipient.
- Status of coordination of MEC-Find related documents with DDESB.
- Corrective Measures Implementation Reports
- Corrective Measures Effectiveness Reports
- Needed Notifications in accordance with the ESCA
- Changes to the AOC
- Summary of public participation activities conducted during the quarter, and planned in the next quarter.
- ~~Project updates to the Coordinated Resources Management Planning (CRMP) meetings~~

Recipient can modify or adapt those progress reports that may be submitted to EPA so as to address the topics listed above and satisfy the requirements of both the AOC and Section B.9 of the ESCA. Recipient will provide one copy of the Project Progress Report to the Army Representative within 30 calendar days of the end of each quarter for the Army's

distribution to other appropriate parties within the Army. The Army reserves the right to request a follow-on conference call to discuss or clarify issues presented in the Progress Report

3.2 Project Repository

The Army has maintained the Administrative Record and project repositories of environmental documents at the Installation. The Army is responsible for maintenance of the Administrative Record and Information Repository for the Installation, including the technical documentation and records generated for the ACES prior to and after property transfer. In order to ensure consistency with CERCLA, the NCP, and other applicable laws and/or regulations, and to provide public access to relevant documentation relating to the project, Recipient shall maintain a project repository for the ACES environmental project-related environmental remediation information generated after property transfer to Recipient. This repository shall be located within the geographical boundaries of Monterey County, Seaside or the former Fort Ord. ~~of project~~. This repository will contain pertinent documentation for project reviews or justification and to provide a clear record of the approach used to achieve the remedial action goals for the environmental sites of the ACES. Recipient will also provide these documents in hardcopies and/or electronically to interested public members who requested to receive these documents. ~~The records maintained at the RECIPIENT repository will be provided to the Army representative as they are submitted to the EPA and DTSC and will become Army property. RECIPIENT shall provide the Army with the original and an electronic file copy of the documents for its records.~~

3.3 Conference Calls and Briefings

The Recipient shall brief the Army representative on an as-needed basis but in no instance more often than monthly on ~~the status of the remediation activities at the environmental sites of the ACES or other concerns regarding the Progress Report or other~~ reports developed during the period of performance. Briefings will be conducted by means of conference calls that Recipient shall arrange.

3.4 Environmental Insurance

Recipient shall obtain, carry, and maintain Environmental Insurance Policies to the extent funded by the Army.

3.5 Amendments to AOC

The Parties acknowledge that the AOC may be amended, ~~and the remedial activities performed at the environmental sites of the ACES may ultimately differ from the remedies identified in this TSRS"~~ Amendments to the AOC and implemented remedial actions must be sufficiently protective of human health and the environment, and will comply with requirements of CERCLA and the NCP, and Site Closeout will be obtained by Recipient" The Parties hereby acknowledge and agree that such Amendments are anticipated and acceptable as modifications to this TSRS, provided that Recipient complies with the ESCA provisions requiring notice and consultation with the Army regarding such AOC modifications/amendments in accordance with Section C.4.2.1 of the ESCA and Section E.2.1.1.1 of this TSRS.

4.0 PERFORMANCE MANAGEMENT

4.1 Place of Performance

The place of performance shall be the ACES and at Recipient offices, located either on-site or off-site at other local sites.

4.2 Privacy and Security

No special clearance is required for this task

4.3 Contract Management

4.3.1 Quality Assurance/Quality Control and Health and Safety

Recipient shall ensure that appropriate Quality Assurance/Quality Control and health and safety standards and guidelines under applicable law are incorporated into all project activities.

4.3.2 Signatory Authority

Recipient shall prepare and author ~~remedial designs, removal action approval papers, and other~~ documents, as required. The Army will sign all CERCLA decision documents associated with the cleanup of ACES. The Army Representative or designated representative will prepare any other Army-required closure documentation.

5.0 GOVERNMENT FURNISHED RESOURCES

The Army shall provide the following resources to Recipient (if necessary and available):

- Pertinent records, reports, data, analyses, and information in the currently available formats (e.g., hardcopy, electronic tape, disks, CDs), to facilitate development of a complete and accurate assessment of current, former, and historical site activities and operations; waste generation and contaminant characteristics; parameters of interest; and site environmental conditions,

- Access to appropriate personnel to conduct interviews on Site Operations and activities.

6.0 ARMY CONTINUING RESPONSIBILITIES

The Army has identified certain ongoing Army responsibilities that will continue after the transfer of the ACES. All Army Continuing Responsibilities will be addressed in accordance with the terms and conditions in the Agreement, CERCLA, and the NCP. The following are Army Continuing Responsibilities:

6.1 Endangered Species Act Consultation

Prior to Site Closeout and if Recipient is required seek a new biological opinion, the Army will conduct any consultation that may be necessary with the UB, Fish and Wildlife Se1vice, Recipient will provide, in timely fashion, pertinent information regarding its habitat management activities associated with the cleanup actions of the ACES to the Army, in order for the Army to meet its site-wide reporting requirements under the HMP and the federal Endangered Species Act

~~6.2 Parker Flats~~

~~The Army will complete the Remedial Investigation/Feasibility Study, Proposed Plan, and Record of Decision for the Parker Flats Munitions Response Area, as described in the *Superfund Proposed Plan, Remedial Action is Proposed For Parker Flats Munitions Response Area, Track 2 Munitions Response Remedial Investigation/Feasibility Study, Former Fort Ord, California,* dated February 9, 2007,~~

6.3 Groundwater Contamination

The Army will address any and all groundwater contamination associated with activity that occurred prior to the transfer of title of ACES at, under, or migrated or migrating to or from the ACES,

6.4 Other Settlement Agreement Obligations

Any and all requirements, obligations, duties, or costs associated with compliance, performance and implementation of all applicable agreements, obligations, promises and covenants previously imposed by any court, administrative or consent order, settlement or consent agreement, or other obligations or agreement of any kind (excluding those imposed by statute), imposed upon or agreed to by the Army or DoD which affect the

performance of the ESCA except those obligations imposed by the following two settlement agreements:

(i) Settlement Agreement between Monterey Bay Unified Air Pollution Control District (the "District") and the United States Army ("Army") and Dept of Defense ("DOD"), dated May 22, 1998; and

(ii) Settlement Agreement between Plaintiff's Curt Gandy, Patricia Huth, Richard Bailey, Michael Weaver, Edward Oberweiser, Linda Millerick, and the Ft Ord Toxics Project and the Army and DOD, dated April 28, 2004.

6.5 Basewide Range Assessment

The Army shall address all environmental conditions arising from, associated with, or identified in the *Draft Final Comprehensive Basewide Range Assessment Report, Former Fort Ord California,* (Draft Final) prepared by Mactec Engineering and Consulting Services, Inc., dated November 24, 2006, except to the extent that such environmental conditions are MEC.

6.6 The Army shall be responsible for relocations of residents in the event such are required by the applicable governmental authorities in connection with planned burn activities except to the extent such relocations are the result of improper acts or omissions of the Recipient or its successor in interest

Appendix 1

Maps Showing Areas Covered by Environmental Services (ACES) on the Early Transfer Parcels

.

~~Appendix 2~~

~~Fort Ord Residential Quality Assurance (RQA) Process~~

~~Background~~

~~During development of the ESCA for the Fort Ord parcels, the regulatory agencies expressed concern with the adequacy of the Army's efforts to achieve regulatory acceptance of parcels that had been cleared with the Best Available and Appropriate Detection Technologies (BADT). This concern is attributable to the potential for small but possibly hazardous items remaining just below the capability of instrument detection and yet close enough to the surface to pose a threat to the future residents. In an effort to satisfy regulatory concerns, a process has been developed which will allow the regulators to gain comfort with the acceptability of a parcel for residential use (hereinafter referred to as the residential quality assurance {RQA} process). The process will be followed at a selected 100 acre "test" parcel(s) within the ACES. Upon completion of RQA Test Parcel(s), the results will be evaluated and presented to the regulators with an assessment of whether the value added/risk reduction associated with the process justifies the additional time and cost required. If the data are favorable and the arguments are persuasive to the regulators, the RQA process, starting with the removal of six inches of soil and subsequent second scan, will not be continued. Subsequently, the funding "set aside" in the ESCA for this RQA process will not be needed and should be returned to the Government in the most expedient manner in accordance with the ESCA fiscal requirements.~~

~~"Test" Parcel Selection~~

~~Selection of the "test" parcel is a critical step RECIPIENT and/or its contractor shall meet the criteria listed below in selecting the parcel:~~

1) ~~The "test" parcel should be approximately 100 acres,~~
2) ~~The "test" parcel should be representative of the most difficult MEC contamination that will be faced during the residential cleanup efforts,~~
3) ~~The "test" parcel selection should be mutually agreed to by the Army and the regulators, and~~
4) ~~The "success criteria" should be established prior to commencing the cleanup efforts on the "test" parcel.~~

~~The RQA process for cleanup of the "test" parcel will be described in CERCLA project documentation. It is briefly explained in the following paragraphs and in Figure 1. The exact details and procedures will be detailed in project work and safety plans~~

~~Upon completion of the normal MEC clearance a parcel will be assessed for future use. Non-residential parcels will be complete at that time and residential parcels will be subject to additional work based on the results of the MEC remediation~~

~~If minimal or no MEC is found (along with other indicators such as minimal munitions debris) the regulatory agencies maintain the ability to exclude the parcel (or portions of the parcel) from the RQA process.~~

~~The first step of the RQA process is the removal of the top six inches (+/-) of soil from the existing ground surface. The intent is to remove potential interference associated with the vegetative layer and create a new ground level that will allow small items that may have been previously undetectable (if any) to be closer to the new surface and be detected.~~

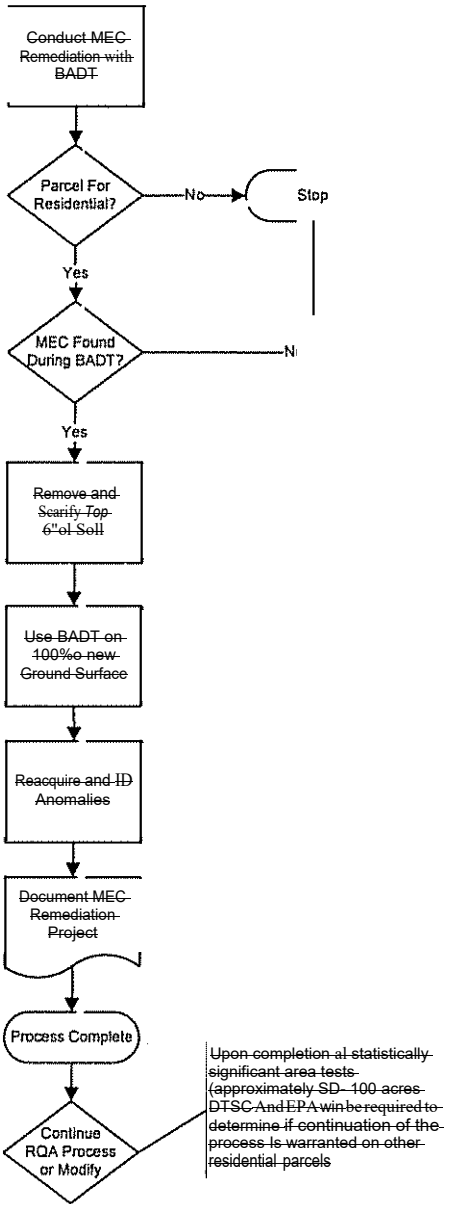
~~Once the six-inch lift of soil is removed and stockpiled out of the RQA area, the newly exposed ground surface will be geophysically investigated using the BADT instrumentation and processes. Geophysical data will, if at all possible, be digitally recorded and geospatially positioned to allow for post-processing.~~

~~After processing, any anomalies meeting the criteria for being potential MEG (as established in the geophysical prove out) will be reacquired by a survey, excavated and identified by qualified UXO personnel. Results will be recorded and entered into the project's GIS" MEG and MD will be handled in accordance with the established work plan processes.~~

~~Quality process checks will be conducted throughout the RQA process to ensure established processes and procedures are being followed.~~

~~The RQA process will be tested on a certain number of acres (the quantity to be verified with the regulatory agencies and the Army but approximately 100 acres). Upon completion of RQA Test Parcel(s), the results will be evaluated and presented to the regulators with an assessment of whether the value added/risk reduction associated with the process justifies the additional time and cost required. RECIPIENT will work with the regulatory agencies to make a determination on whether the RQA process should be continued for all remaining (or select remaining) residential parcels. The regulatory agency decision will be documented and entered in the administrative record.~~

~~Figure 1: RQA Process Flow Chart~~



~~PHLIT\594179\2~~

~~Map8~~

- ~~OE-0495K Final Technical Information Paper MRS-SEA.1-4, Time-Critical Removal Action, Non-Time Critical Removal Action, and 100% Geophysical Survey, Former Fort Ord, Monterey, California Military Munitions Response Program (2/11/2006)~~
- ~~BW-2222F Draft Final Remedial Action Confirmation Report, Site 39 Ranges 18 and 19 Basewide Remediation Sites, Former Fort Ord, California, Revision O(2/25/05)~~
- ~~RI-038A Draft Final Remedial Action Confirmation Report Site 39, Ranges 21 and 46 Basewide Remediation Sites, Former Fort Ord, California, Revision 0, January 2003 (1/24/03)~~
- ~~BW-2300D Draft Final Comprehensive Basewide Range Assessment Report, Former Fort Ord, California (3 volume set) (3/31/05)~~

~~Map9~~

- ~~OE-0293A Final After-Action Report Geophysical Sampling Investigation and Removal, Inland Range Contract Site Del Rey Oaks Group, Volumes **1-15** (4/24/01)~~

--- END of TSRS ---

COOPERATIVE AGREEMENT MODIFICATION

MODIFICATION NO: P00001 | **AGREEMENT NO: W8128F-07-2-0162**
EFFECTIVE DATE: 24 SEPTEMBER 2007 | **PR NO: W59XQG70879961**

☒ This is a **bilateral** modification (supplemental agreement) reflecting other agreements of the parties, modifying the terms and conditions of the Cooperative Agreement. The Recipient **is required** to execute and return ONE (1) originals of this modification to the Grants Officer.

DESCRIPTION OF MODIFICATION

The purpose of this modification is to effect mutually agreed changes to the Cooperative Agreement, pursuant to the amendment of Title 10, United States Code §2701(d), as enacted by the National Defense Authorization Act.

MODIFICATION P00001 - Completed June 15, 2020

--- SEE CONTINUATION PAGE(S) ---

ACCOUNTING AND APPROPRIATION DATA:
ACRN AA: 97 NA X0510.04I1 G6 2003 08-8061 6370207000 25066 252G KDB480

INCREASE $10,000,000.00

EXECUTION OF MODIFICATION

FOR THE RECIPIENT:
Fort Ord Reuse Authority
100 12th Street, Bldg. 2880
Marina, CA 93933-6006

(SIGNATURE)

MICHAEL A. HOULEMARD, JR.
(NAME)

EXECUTIVE OFFICER
(TITLE)

9-24-07
(DATE)

FOR THE UNITED STATES OF AMERICA:
U.S. Army Corps of Engineers
HTRW Center of Expertise
12565 West Center Road
Omaha, NE 68144-3869

(SIGNATURE)

DOUGLAS E. HADLEY
(NAME)

GRANTS OFFICER
(TITLE)

9/25/07
(DATE)

A. The purpose of this Environmental Services Cooperative Agreement (ESCA) Modification is to obligate a portion of the interim balance funds due on 01 June 2008 in accordance with Section B, Paragraph 5.1 of the ESCA. The total increase of funds is **$19,000,000.00**, $18,000,000.00 will be provided to the AIG Commutation Account and $1,000,000.00 will be retained by FORA for regulatory response and for administration purposes.

B. The following Paragraph B.5.1 replaces the existing ESCA Paragraph B.5.1. The replacement language is as follows:

Paragraph B.5.1:

5.1. The maximum funding obligation of the Government to the Recipient for the term of this Agreement is $99,316,187.00, less the reduction, if any, calculated pursuant to B.5.1. Costs in excess of the maximum funding obligation will not be paid except as provided herein.

The funding obligation of the Government to Recipient shall be as follows: (i) payment of $40,000,000.00 by 31 March 2007, **(ii) payment disbursement of $19,000,000.00 on 25 September 2007 and the remaining ''interim balance'' of $10,165,842.00 due on 01 June 2008 or payment disbursement of $19,000,000.00 on 10 October 2007 and the remaining ''interim balance'' of $10,215,892.00 due on 01 June 2008,** (iii) payment of $29,316,187.00 (the ``Final Balance'') on 01 June 2009, and (iv) payment of Army Contingent Funding as provided herein. However, if paid early, the Interim Balance shall be reduced by **$5,283.00** multiplied by the number of days between the day it is paid and the day it is due. Additionally, if paid early, the Final Balance shall be reduced by $4,064.00 multiplied by the number of days between the day it is paid and the day it is due.

C. All other terms and conditions of the Fort Ord ESCA remain unchanged.

COOPERATIVE AGREEMENT MODIFICATION

MODIFICATION NO: P00002 AGREEMENT NO: W9128F-07-2-0162
EFFECTIVE DATE: 4 April 2008 PR NO: W31RYO80948172

☒ This is a unilateral modification reflecting an administrative change of the Cooperative Agreement. The Recipient **is not required** to sign this modification.

DESCRIPTION OF MODIFICATION

A. The purpose of this modification is to effect mutually agreed changes to the Cooperative Agreement, pursuant to the amendment of Title 10, United States Code §2701(d), as enacted by the National Defense Authorization Act.

B. The purpose of this Environmental Services Cooperative Agreement (ESCA) Modification is to obligate the remaining portion of the "interim balance" funds, **$10,119,006.00**, $9,619,006.00 will be provided to the AIG Commutation Account and $500,000.00 will be retained by FORA for regulatory response and for administration purposes.

C. All other terms and conditions of the Fort Ord ESCA remain unchanged.

MODIFICATION P00002 - Incomplete -Until AOC or ESCA is Terminated-

ACCOUNTING AND APPROPRIATION DATA:
ACRN AA: 97 NA X 0510.040n1 A0 2008 08 8130 63072007000 01000 2540 7082GF

INCREASE $10,119,006.00

EXECUTION OF MODIFICATION

FOR THE UNITED STATES OF AMERICA:
U.S. Army Corps of Engineers
Environmental & Munitions Center of Expertise
12565 West Center Road
Omaha, NE 68144-3869

Douglas E. Hadley
(SIGNATURE)

DOUGLAS E. HADLEY
(NAME)

GRANTS OFFICER
(TITLE)

4/4/2008
(DATE)

COOPERATIVE AGREEMENT MODIFICATION

MODIFICATION NO: P00003
EFFECTIVE DATE: 02 June 2008

AGREEMENT NO: W8128F-07-2-0162
PR NO: W31RYO80948172

☒ This is a **bilateral** modification (supplemental agreement) reflecting other agreements of the parties, modifying the terms and conditions of the Cooperative Agreement. The Recipient **is required** to execute and return ONE (1) originals of this modification to the Grants Officer.

DESCRIPTION OF MODIFICATION

The purpose of this modification is to effect mutually agreed changes to the Cooperative Agreement, pursuant to the amendment of Title 10, United States Code §2701(d), as enacted by the National Defense Authorization Act.

--- SEE CONTINUATION PAGE(S) ---

MODIFICATION P00003 - Complete June 15, 2020

ACCOUNTING AND APPROPRIATION DATA:
ACRN AA: 97 NA X 0510.00N1 A0 2008 08 8130 63072007000 01110 2540 7082GF

INCREASE $0.00

EXECUTION OF MODIFICATION

FOR THE RECIPIENT:
Fort Ord Reuse Authority
100 12th St., Bldg. 2880
Marina, CA 93933-6006

(SIGNATURE)

MICHAEL A. HOULEMARD, JR.
(NAME)

EXECUTIVE OFFICER
(TITLE)

June 2, 2008
(DATE)

FOR THE UNITED STATES OF AMERICA:
U.S. Army Corps of Engineers
Environmental & Munitions Center of Expertise
1616 Capitol Avenue, Suite 9200
Omaha, NE 68102-9200

(SIGNATURE)

DOUGLAS E. HADLEY
(NAME)

GRANTS OFFICER
(TITLE)

June 3, 2008
(DATE)

A. The purpose of this modification is to modify the language of this ESCA to include cost of providing quality assurance oversight in the Regulatory Response Costs. The following Paragraph 4.1.16.1 replaces the existing ESCA Paragraph 4.1.16.1:

4.1.16.1 Regulatory Response Costs

4.1.16.1 The Recipient shall be responsible for reimbursing the USEPA and DTSC for Regulatory Response Costs incurred by the USEPA and DTSC, as required by the AOC, incurred on or after the Effective Date. In addition, costs for quality assurance oversight incurred by Recipient pursuant to direction from USEPA or DTSC are included in the definition of Regulatory Response Costs and Recipient is authorized to use funds provided under this Cooperative Agreement for payment of such Costs. FORA will consult with the US Army Base Realignment and Closure Office concerning the reimbursement payments to the regulatory agencies to confirm the amounts paid and the remaining funds to be used for such purpose.

B. All other terms and conditions of the Fort Ord ESCA remain unchanged.

9

COOPERATIVE AGREEMENT MODIFICATION

MODIFICATION NO: P00004
EFFECTIVE DATE: 14 AUGUST 2008

AGREEMENT NO: W912F-07-2-0162
PRC NO: W31RYO80948172

☒ This is a **bilateral** modification (supplemental agreement) reflecting other agreements of the parties, modifying the terms and conditions of the Cooperative Agreement. The Recipient **is required** to execute and return ONE (1) originals of this modification to the Grants Officer.

DESCRIPTION OF MODIFICATION

A. The purpose of this modification is to effect mutually agreed changes to the Cooperative Agreement, pursuant to the amendment of Title 10, United States Code 2701(d), as enacted by the National Defense Authorization act.
B. The purpose of this modification is to provide updated information for payments previously made by the Government, and to provide a formula to calculate reductions to the Final Balance in the event the Government makes one or more partial early payments of the Final Balance.

--SEE CONTINUATION PAGE(S)--

ACCOUNTING AND APPROPRIATION DATA:
ACRN AA: 97 NA X 0510.00N1 AO 2008 08 8130 63072007000 01110 2540 7082GF

INCREASE $0.00

EXECUTION OF MODIFICATION

FOR THE RECIPIENT:
Fort Ord Reuse Authority
100 12th St., Bldg. 2880
Marina, CA 93933-6006

(SIGNATURE)

MICHAEL A. HOULEMARD, JR.
(NAME)

EXECUTIVE OFFICER
(TITLE)

8/15/2008
(DATE)

FOR THE UNITED STATES OF AMERICA:
U.S. Army Corps of Engineers
Environmental & Munitions Center of Expertise
1616 Capitol Avenue, Suite 9200
Omaha, NE 68102-9200

(SIGNATURE)

DOUGLAS E. HADLEY
(NAME)

GRANTS OFFICER
(TITLE)

8/19/2008
(DATE)

MODIFICATION P00004 - Complete June 15, 2020

The purpose of this ESCA modification is to provide updated information for payments already made by the Government, and to provide a calculation for any reductions in the Final Balance resulting from any partial early payments of the Final Balance made by the Government. The following Section B, paragraph 5.1 shall replace the existing ESCA Section B, paragraph 5.1:

5. Funding Limitations

5.1 The maximum funding obligation of the Government to the Recipient for the term of this Agreement is $99,316,187.00, less the reduction, if any, calculated pursuant to B.5.1. Costs in excess of the maximum funding obligation will not be paid except as provided herein.

The funding obligation of the Government to Recipient shall be as follows: (i) payment of $40,000,000 which was made on or about 3 April 2007, (ii) payment of $19,000,000 which was made on or about 27 September 2007, (iii) payment of $10,119,006 which was made on or about 16 April 2008, (iv) $29,280,163 (the "Final Balance") by 1 June 2009, and (v) payment of Army Contingent Funding as provided herein. If the Final Balance is paid in full prior to 1 June 2009, the amount of the Final Balance shall be reduced by $4,064 for each day prior to 1 June 2009 that it is paid.

In the event the Government pays a portion or portions of the Final Balance prior to 1 June 2009, the remaining portion of the Final Balance due after each partial payment shall be reduced in an amount that is the same as the policy premium reduction for the Cost Cap Policy pursuant to Endorsement 11, Section 1.d.

COOPERATIVE AGREEMENT MODIFICATION

MODIFICATION NO: P00005 | **AGREEMENT NO: W9128F-07-2-0162**
EFFECTIVE DATE: 12 December 2008 | **PR NO: W31RYO83477455**

☒ This is a **unilateral** modification reflecting an administrative change of the Cooperative Agreement. The Recipient **is not required** to sign this modification.

DESCRIPTION OF MODIFICATION

A. The purpose of this modification is to effect changes to the Cooperative Agreement, pursuant to the amendment of Title 10, United States Code §2701(d), as enacted by the National Defense Authorization Act.

B. The purpose of this Environmental Services Cooperative Agreement (ESCA) Modification is to obligate the "Final Balance" so that the ESCA is fully funded under the terms and conditions. The amount obligated under this modification is $28,609.603.00. The calculation of funds for obligation and payment, in accordance with Modification P0004, is as follows: $29,280,163.00 Final Balance payment due on 1 June 2009 less $670,560.00 for early payment reduction (165 days x $4,064/per day) = **$28,609,603.00**.

C. All other terms and conditions of the Fort Ord ESCA remain unchanged.

ACCOUNTING AND APPROPRIATION DATA:
ACRN AA: A0 2009 08 8130 63072007000 01110 2540 133G42
INCREASE $28,609,603.00

EXECUTION OF MODIFICATION

FOR THE UNITED STATES OF AMERICA:
U.S. Army Corps of Engineers
Environmental & Munitions Center of Expertise
1616 Capitol Ave., Suite 9200
Omaha, NE 68102-9200

Douglas E. Hadley
(SIGNATURE)

DOUGLAS E. HADLEY
(NAME)

GRANTS OFFICER
(TITLE)

12 Dec 2008
(DATE)

MODIFICATION P00005 COMPLETE June 15, 2020

COOPERATIVE AGREEMENT MODIFICATION
Fort Ord

MODIFICATION NO: P00006 | **AGREEMENT NO: W9128F-07-2-0162**
EFFECTIVE DATE: 10 December 2014 | **PR NO: N/A**

☒ This is a **bilateral** modification (supplemental agreement) reflecting other agreements of the parties, modifying the terms and conditions of the Cooperative Agreement. The Recipient **is required** to execute and return One (1) copy of this modification to the Grants Officer.

DESCRIPTION OF MODIFICATION

The purpose of this modification is to effect mutually agreed changes to the Cooperative Agreement, pursuant to the amendment of Title 10, United States Code §2701(d), as enacted by the National Defense Authorization Act.

--- SEE CONTINUATION PAGE(S) ---

ACCOUNTING AND APPROPRIATION DATA: N/A

EXECUTION OF MODIFICATION

FOR THE RECIPIENT:

Fort Ord Reuse Authority
920 Second Avenue, Suite A
Marina, CA 93933-6006

(SIGNATURE)

Michael A. Houlemard, Jr.
(NAME)

Executive Order
(TITLE)

12-9-2014
(DATE)

FOR THE UNITED STATES OF AMERICA:
U.S. Army Corps of Engineers, Huntsville Center
ATTN: CEHNC-CTB/Sharon Butler
4820 University Square Blvd.
Huntsville, AL 35816

(SIGNATURE)

SHARON H. BUTLER
(NAME)

GRANTS OFFICER
(TITLE)

10 Dec 14
(DATE)

MODIFICATION P00006 - Complete June 15, 2020

A. The purpose of this Environmental Services Cooperative Agreement ("ESCA") Modification is to incorporate the following:

1. Section B. Paragraph 5.3:
   i. Decrease Line Item for the Department of Toxic Substance Control (DTSC) and United States Environmental Protection Agency (USEPA) Technical Oversight Services from $4,725,000 to $3,280,655.00; a decrease of $1,444,345.00.
   ii. Increase Line Item for Environmental Services from $94,591,187.00 to $96,035,532.00; an increase of $1,444,345.00.
   iii. As there was no early payment of funds as discussed in Section B, Paragraph 5.1, the following language "less the reduction, if any, calculated pursuant to B.5.1" is being deleted from Section B, Paragraphs 5.3 and 5.4.

   iv. Revise Section B, Paragraph 5.3. The cost breakdown as follows:

DESCRIPTION	MAXIMUM OBLIGATION
(Line Item No. 0001) Environmental Services	**$96,035,532.00**
(Line Item No. 0002) Department of Toxic Substance Control (DTSC) and United States Environmental Protection Agency (USEPA) Technical Oversight Services	**$3,280,655.00**
Total Cost	**$99,316,187.00**

   v. Revise Section B, Paragraph 5.4. The Government's maximum funding obligation is as follows:

FUNDING PERIOD	INCLUSIVE DATES	MAXIMUM OBLIGATION
(Line Item No. 0001) Environmental Services	**2007 - 2037**	**$96,035,532.00,**
(Line Item No. 0002) DTSC and USEPA Technical Oversight Services	**2007 - 2037**	**$3,280,655.00**

B. The total amount for this Agreement remains $99,316,187.00.

C. All other terms and conditions of the Fort Ord ESCA remain unchanged.

COOPERATIVE AGREEMENT MODIFICATION
Fort Ord

MODIFICATION NO: P00007 **AGREEMENT NO:** W9128F-07-2-0162
EFFECTIVE DATE: 19 February 2015 **PR #:** N/A

☒ This is a **bilateral** modification (supplemental agreement) reflecting other agreements of the parties, modifying the terms and conditions of the Cooperative Agreement. The Recipient **is required** to execute and return One (1) copy of this modification to the Grants Officer.

DESCRIPTION OF MODIFICATION

The purpose of this modification is to effect mutually agreed changes to the Cooperative Agreement, pursuant to the amendment of Title 10, United States Code §2701(d), as enacted by the National Defense Authorization Act.

--- SEE CONTINUATION PAGE(S) ---

ACCOUNTING AND APPROPRIATION DATA: N/A

MODIFICATION P00007 - Complete June 15, 2020

SECTION A - EXECUTION OF MODIFICATION

FOR THE RECIPIENT:

Fort Ord Reuse Authority
920 Second Avenue, Suite A
Marina, CA 93933-6006

(SIGNATURE)

Michael A. Houlemard, Jr.
(NAME)

Executive Officer
(TITLE)

2-17-2015
(DATE)

FOR THE UNITED STATES OF AMERICA:
U.S. Army Corps of Engineers, Huntsville Center
ATTN: CEHNC-CTB/Sharon Butler
4820 University Square Blvd.
Huntsville, AL 35816

(SIGNATURE)

SHARON H. BUTLER
(NAME)

GRANTS OFFICER
(TITLE)

19 Feb 15
(DATE)

A. The purpose of this Environmental Services Cooperative Agreement ("ESCA") Modification is to incorporate the following:

1) **Section B, Paragraph 5.5 - Replace this paragraph with the following new paragraph 5.5:** Pursuant to 32 CFR § 33.23(b), the Recipient must liquidate all encumbered funding incurred under this Agreement not later than 90 calendar days after the end of the term of the Agreement, to coincide with the submission of the final Financial Status Report (SF-425). The Grants Officer may extend this deadline at the request of the Recipient. No additional charges can be incurred during this 90 calendar day period.

2) **Section B, Paragraph 10.(b) and 10.(c) – Replace these paragraphs with the following new paragraph 10.(b); there will not be a paragraph 10.(c):** The Recipient shall use Standard Form 425, "Federal Financial Report", in order for the Grants Officer to monitor cash advanced, disbursement and or outlays under the Agreement. Reports shall be submitted on a quarterly basis. The report shall be submitted no later than thirty (30) working days following the end of each performance period. In addition, the final report shall be submitted no later than ninety (90) working days following the expiration or termination of the Agreement.

3) **Section B, Paragraph 11 - Revise the following Table - Financial Report Distribution and Correspondence:**

ADDRESSEE	ADDRESS	REPORTS & CORRESPONDENCE	ORIGINAL & COPIES
Grants Officer	**U.S. Army Engineering & Support Center ATTN: CEHNC-CTB (Sharon Butler) 4820 University Square Blvd. Huntsville, AL 35816 E-mail: Sharon.H.Butler@usace.army.mil**	**SF 425 (Quarterly/Final)** **Written Correspondence affecting performance and/or proposed changes by Recipient** **Quarterly Performance Reports**	**Original** **Original** **Original**
Army Environmental Representative	**Thomas Lederle DA, ACSIM (DAIM-ODB) 2530 Crystal Drive Arlington, VA 22202 E-mail: thomas.e.lederle.civ@mail.mil**	**SF 425 (Quarterly/Final)** **Written Correspondence affecting performance and/or proposed changes by Recipient** **Quarterly Performance Reports**	**1 Copy** **1 Copy** **Original**
CEHNC Program Manager	**U.S. Army Engineering & Support Center ATTN: CEHNC-EMM (John Nebelsick) 4801 University Square Suite 20 Huntsville, AL 35816 E-mail: John.d.nebelsick@usace.army.mil**	**SF 425 (Quarterly/Final)** **Written Correspondence affecting performance and/or proposed changes by Recipient** **Quarterly Performance**	**1 Copy** **1 Copy**

		Reports	1 Copy
BRAC Environmental Coordinator	Bill Collins BRAC Field Office E-mail: william.k.collins.civ@mail.mil	SF 425 (Quarterly/Final) Written Correspondence affecting performance and/or proposed changes by Recipient Quarterly Performance Reports	1 Copy 1 Copy 1 Copy
Army BRAC Division Program Manager	Thomas Lederle DA, ACSIM (DAIM-ODB) 2530 Crystal Drive Arlington, VA 22202 E-mail: thomas.e.lederle.civ@mail.mil	SF 425 (Quarterly/Final) Written Correspondence affecting performance and/or proposed changes by Recipient Quarterly Performance Reports	1 Copy 1 Copy 1 Copy

4) Section B, Paragraph 15 - Revise the following Table - Government and Recipient Representatives:

NAME	TITLE	OFFICE & E-MAIL	TELEPHONE/FAX
Army: Sharon Butler	Grants Officer	U.S. Army Engineering & Support Center ATTN: CEHNC-CTB (Butler) 4820 University Square Blvd. Huntsville, AL 35816 E-mail: Sharon.H.Butler@usace.army.mil	PH: 256-895-1440 FAX: 256-895-1197
John Nebelsick	ESCA Program Manager	Environmental & Munitions Center of Expertice 4801 University Square Suite 20 Huntsville, AL 35816 E-mail: John.d.nebelsick@usace.army.mil	PH: (256) 895-1795
Thomas Lederle	Army BRAC Division Program Manager	DA, ACSIM (DAIM-ODB) 2530 Crystal Drive Arlington, VA 22202 E-mail: webster.w.procter.civ@mail.mil	PH: (703) 545-2488
Bill Collins	BRAC Environmental Coordinator	BRAC Field Office E-mail: william.k.collins.civ@mail.mil	PH: (831) 242-7920

Recipient: **Michael A.** **Houlemard Jr.**	**Executive Officer**	**Fort Ord Reuse Authority** **920 Second Avenue, Suite A** **Marina, CA 93933-6006**	**PH: (831) 883-3672**

B. The total amount for this Agreement remains $99,316,187.00.

C. All other terms and conditions of the Fort Ord ESCA remain unchanged.

COOPERATIVE AGREEMENT MODIFICATION
Fort Ord

MODIFICATION NO: P00008 | **AGREEMENT NO: W9128F-07-2-0162**
EFFECTIVE DATE: 7 September 2017 | **PR NO: N/A**

☒ This is a **bilateral** modification (supplemental agreement) reflecting other agreements of the parties, modifying the terms and conditions of the Cooperative Agreement. The Recipient **is required** to execute and return One (1) copy of this modification to the Grants Officer.

MODIFICATION P00008 - Complete June 15, 2020

DESCRIPTION OF MODIFICATION

The purpose of this modification is to effect mutually agreed changes to the Cooperative Agreement, pursuant to the amendment of Title 10, United States Code §2701(d), as enacted by the National Defense Authorization Act.

--- SEE CONTINUATION PAGE(S) ---

ACCOUNTING AND APPROPRIATION DATA: N/A

EXECUTION OF MODIFICATION

FOR THE RECIPIENT:

Fort Ord Reuse Authority
100 12th Street Building 2880
Marina, CA 93933-6006

(SIGNATURE)

Michael A. Houlemard, Jr.
(NAME)

Executive Order
(TITLE)

SEPTEMBER 7, 2017
(DATE)

FOR THE UNITED STATES OF AMERICA:
U.S. Army Corps of Engineers, Huntsville Center
ATTN: CEHNC-CTB/Sharon Butler
4820 University Square Blvd.
Huntsville, AL 35816

(SIGNATURE)

SHARON H. BUTLER
(NAME)

GRANTS OFFICER
(TITLE)

(DATE)

A. The purpose of this Environmental Services Cooperative Agreement ("ESCA") Modification is to realign funds as follows:

1. Section B. Paragraph 5.3:
   i. Increase Line Item for the Department of Toxic Substance Control (DTSC) and United States Environmental Protection Agency (USEPA) Technical Oversight Services from $3,280,655.00 to $3,555,655.00; an increase of $275,000.00.

   ii. Decrease Line Item for Environmental Services from $ $96,035,532.00 to $95,760,532.00; a decrease of $275,000.00.

   iii. Revise Section B, Paragraph 5.3. The cost breakdown as follows:

DESCRIPTION	MAXIMUM OBLIGATION
(Line Item No. 0001) Environmental Services	**$95,760,532.00**
(Line Item No. 0002) Department of Toxic Substance Control (DTSC) and United States Environmental Protection Agency (USEPA) Technical Oversight Services	**$3,555,655.00**
Total Cost	**$99,316,187.00**

2. Revise Section B, Paragraph 5.4. The Government's maximum funding obligation is as follows:

FUNDING PERIOD	INCLUSIVE DATES	MAXIMUM OBLIGATION
(Line Item No. 0001) Environmental Services	**2007 - 2037**	**$95,760,532.00**
(Line Item No. 0002) DTSC and USEPA Technical Oversight Services	**2007 - 2037**	**$3,555,655.00**

B. The total amount for this Agreement remains $99,316,187.00.

C. All other terms and conditions of the Fort Ord ESCA remain unchanged.

COOPERATIVE AGREEMENT MODIFICATION

MODIFICATION NO: P00009 | **AGREEMENT NO: W9128F-07-2-0162**
EFFECTIVE DATE: 20 December 2017 | **PR NO: W31RYO73465279**

☒ This is a **bilateral** modification (supplemental agreement) reflecting other agreements of the parties, modifying the terms and conditions of the Cooperative Agreement. The Recipient **is required** to execute and return one copy of this modification to the Grants Officer.

DESCRIPTION OF MODIFICATION

The purpose of this modification is to effect mutually agreed changes to the Cooperative Agreement, pursuant to the amendment of Title 10, United States Code §2701(d), as enacted by the National Defense Authorization Act.

--- SEE CONTINUATION PAGE(S) ---

ACCOUNTING AND APPROPRIATION DATA: 097 NA X 2017 0516 000 60D1 CCS: NA A0 2017 08 8130 63A42007000 01110 2540 38B0C9 8GJ30L

INCREASE $6,846,204

MODIFICATION P00009 - Partially Complete June 15, 2020 -CLINS 0004 and 0005 Remain- Reduces Period of Performance To June 30, 2020

EXECUTION OF MODIFICATION

FOR THE RECIPIENT:
Fort Ord Reuse Authority
920 Second Avenue, Suite A
Marina, CA 93933-6006

(SIGNATURE)

Michael A. Houlemard, Jr.
(NAME)

Executive Officer
(TITLE)

December 20, 2017
(DATE)

FOR THE UNITED STATES OF AMERICA:
U.S. Army Corps of Engineers, Huntsville Center
ATTN: CEHNC-CTB/Sharon Butler
5021 Bradford Drive
Huntsville, AL 35805

BUTLER.SHARON.H.1230746970 Digitally signed by BUTLER.SHARON.H.1230746970 DN: c=US, o=U.S. Government, ou=DoD, ou=PKI, ou=USA, cn=BUTLER.SHARON.H.1230746970 Date: 2017.12.20 14:40:22 -06'00'
(SIGNATURE)

SHARON H. BUTLER
(NAME)

GRANTS OFFICER
(TITLE)

(DATE)

A. The purpose of this Modification is to amend the Environmental Services Agreement (ESCA) to add additional requirements (Administrative Funds, Post-Closure MEC Find Assessments, and Long-Term/Land Use Controls (LUC) Management), add funding in the amount of $6,846,204 and to reduce the period of performance from 30 March 2037 to 30 June 2028. As a result of this modification, the maximum funding obligation has been increased by $6,846,204 from $99,316,187 to $106,162,391.

B. **Revise Section B, Paragraph 2.1. as follows:** The federally funded term of this ESCA shall begin upon the effective date until 30 June 2028 (or as identified in Table 1 below).

Revise Section B, Paragraph 5.1. as follows: The maximum funding obligation of the Government to the recipient for the terms of this agreement is $106,162,391.

Revise Section 5.3. as follows:

TABLE 1

Description	Period of Performance	Original Obligation	New Obligation	Maximum Obligation
Line Item No. 0001 Environmental Services	1 March 2007 – 30 June 2028	$95,760,532	N/A	$95,760,532
Line Item No. 0002 Department of Toxic Substance Control (DTSC) and United States EPA) Technical Oversight Services	1 March 2007 – 31 Dec 2019	$3,555,655	$745,913	4,301,568
Line Item No. 0003 FORA ESCA Administrative Funds	1 April 2017 – 30 June 2020	N/A	$1,865,848	$1,865,848
Line Item No. 0004 Post-Closure MEC Find Assessments	1 Jul 2020 – 30 June 2028	N/A	$528,651	$528,651
Line Item No. 0005 Long Term/LUCs Management	1 Jul 2020 – 30 June 2028	N/A	$3,705,792	$3,705,792
Total Obligation		$99,316,187	$6,846,204	$106,162,391

NOTE TABLE 1: Contract Line Item No. (CLIN) 0002 is a variable cost CLIN. Funding can only be used to reimburse DTSC and USEPA for Regulatory Response Costs per (Section C. 3.36) associated with their technical oversight responsibilities.

NOTE TABLE 1: CLIN 0004 is also a variable cost CLIN that will carry a fixed unit price of $13,555.15 per unit (MEC Find Assessment), for up to 39 units ($528,651/39 units = $13,555.15 per unit). Recipient must notify the Grants Officer prior to initiating any work associated with this CLIN. The Recipient will be reimbursed $13,555.15 per Munitions and Explosives of Concern (MEC) Find Assessment.

Revise Section B. Paragraph 5.5. as follows: Pursuant to 2 CFR Part 200, the Recipient must liquidate all encumbered funding incurred under this ESCA not later than 90 calendar days after the end of the term of this ESCA, to coincide with the submission of the final Financial Status Report (SF425). The Grants Officer may extend this deadline at the request of the Recipient. No additional charges can be incurred during this 90-day period without the written authorization from the Grants Officer.

Add Section B. Paragraph 5.6.: The Recipient shall notify the Grants Officer in writing whenever it has reason to believe that the variable costs it expects to incur under this agreement in the next 60 days, when added to all variable costs previously incurred, will exceed 75 percent of the maximum funding amount for the variable costs stipulated in this document. The notice shall state the estimated amount of additional funds required, if any, to continue performance to complete the established milestones in the agreement. The Recipient shall also notify the Grants Officer in writing whenever it has reason to believe that the funding period identified in B.2.1 needs to be extended.

Add Section B. Paragraph 5.7.: There is no legal liability on the part of the Government for any payment that may arise for performance under this Agreement beyond the maximum funding amount stipulated herein, until funds are made available to the Grants Officer and until the Recipient receives notice of availability, to be confirmed in writing by the Grants Officer.

Revise Section B. Paragraph 7. <u>ADVANCE PAYMENT</u> - Upon execution of this Agreement and the submission of a Request for Advance or Reimbursement (SF 270) to the Grants Officer, the Recipient shall be entitled to payment for the work identified in Table 1. Payments will be initiated no more frequently than quarterly upon receipt by the Grants Officer of the Recipients SF 270 (and associated quarterly report). The Grants Officer may adjust the amounts or dates of the payments based on the data contained on the Recipient's SF 270 submissions or additional information provided by the Recipient. The Government shall make request payments to the Recipient in accordance with 2 CFR Part 200.

Add Section B. Paragraph 7.1. –The Recipient shall be paid in advance on a quarterly basis, provided the Recipient demonstrates satisfactory completion of all agreed upon milestones stipulated for the previous quarter. Procedures for minimizing the time elapsing between transfer of funds from the U.S. Treasury and disbursement must be followed whenever advance payment procedures are used.

Add Section B. Paragraph 7.2.: Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23

U.S.C. 450), Recipients shall promptly, but at least quarterly, remit interest earned on advances to the Federal agency.

Revise Section B. Paragraph 10 FINANCIAL REPORTS and subparagraphs (a) and (b) as follows: Financial reports shall be prepared in accordance with 2 CFR Part 200.

(a) The Recipient will report program outlays on an accrual basis. If the Recipient does not normally keep accounting records on an accrual basis, accrual information shall be developed through analysis of the documentation on hand.
(b) The Recipient shall use SF425, "Federal Financial Report", in order for the Grants Officer to monitor cash advanced, disbursement, and/or outlays under this ESCA. The initial report shall be for the quarter ending after the payment by the Army. Subsequent reports shall be submitted on an annual basis no later than 90 working days following the Agreement year. The final report shall be submitted no later than 90 working days following the expiration or termination of the ESCA.

Delete Section B. Subparagraph 10(c).

C: TECHNICAL DESCRIPTION OF MODIFICATION

The Recipient, or its Successor in Interest, will continue its performance obligation in accordance with ESCA Section C paragraph 4.1.15 and with the Administrative Order on Consent (AOC).

The Recipient, or its Successor in Interest, will implement, oversee, and manage the ESCA property under the CERCLA MEC Records of Decision (ROD) remedies including Land Use Controls (LUCs) which are consistent with the Recipient's Long Term Obligations (LTOs) under the ESCA (Section C paragraph 4.1.15).

The Recipient, or its Successor in Interest, will perform its responsibilities outlined in Section 5.0 of the ESCA Land Use Control/Operation Maintenance Plans (LUCIP/OMPs) and continue to coordinate/assist as an intermediary between:

a) The Environmental Protection Agency (EPA) and California Department of Toxic Substances Control (DTSC); and

b) The jurisdictions and property owners, to facilitate CERCLA remedy compliance as detailed in Section 5.0 of the LUCIP/OMPs.

All regulator reimbursement costs will be covered by the ESCA property transferees starting in the year 2020.

D. All other terms and conditions of the original Fort Ord ESCA, and associated Technical Specifications and Requirement Statement (TSRS) remain in effect and the Recipient responsibilities remain unchanged.

COOPERATIVE AGREEMENT MODIFICATION

MODIFICATION NO: P00010 **AGREEMENT NO: W9128F-07-2-0162**
EFFECTIVE DATE: 31 March 2019 **PR NO: W31RYO90771220**

☒ This is a **bilateral** modification (supplemental agreement) reflecting other agreements of the parties, modifying the terms and conditions of the Cooperative Agreement. The Recipient **is required** to execute and return one copy of this modification to the Grants Officer.

MODIFICATION P00010 - Complete June 15, 2020

DESCRIPTION OF MODIFICATION

The purpose of this modification is to effect mutually agreed changes to the Cooperative Agreement, pursuant to the amendment of Title 10, United States Code §2701(d), as enacted by the National Defense Authorization Act.

--- SEE CONTINUATION PAGE(S) ---

ACCOUNTING AND APPROPRIATION DATA: 097 NA X 2008 0516 000 50C1 CCS: NA A0 2008 08 8130 63A42007000 01110 2540 K680J0 NA LB41LF

INCREASE $343,455.00

EXECUTION OF MODIFICATION

FOR THE RECIPIENT:
Fort Ord Reuse Authority
920 Second Avenue, Suite A
Marina, CA 93933-6006

FOR THE UNITED STATES OF AMERICA:
U.S. Army Corps of Engineers, Huntsville Center
ATTN: CEHNC-CTB/Sharon Butler
5021 Bradford Drive
Huntsville, AL 35805

(SIGNATURE)	**(SIGNATURE)**
MICHAEL A. HOULEMARD, JR.	**SHARON H. BUTLER**
(NAME)	**(NAME)**
EXECUTIVE OFFICER	**GRANTS OFFICER**
(TITLE)	**(TITLE)**
(DATE)	**(DATE)**

The purpose of this Modification is to amend the Environmental Services Agreement (ESCA) to add additional requirements and add funding in the amount of $343,455. CLINs No. 0001A, 0001B & 0003A are being added as "variable price" line items to address the work required for Items Related to Achieve Site Closure, Items Not-Related to Achieve Site Closure and Items Related to Achieve Site Closure and Items Not-Related to Achieve Site Closure Administrative Cost starting March 31, 2019 for ESCA efforts requiring incremental resource commitments. Payments to FORA will be verified and the Army's representative will confirm the validity of the monthly Progress Report in 15 working days or less. No response from the Army within the designated time frame will constitute confirmation of validity. As a result of this modification, the maximum funding obligation has been increased by $343,455 from $106,162,391 to $106,505,846.

A. **Revise Section B, Paragraph 2.1. as follows:** The federally funded term of this ESCA shall begin upon the effective date until 30 June 2028 (or as identified in Table 1 below).
B. **Revise Section B, Paragraph 5.1.** as follows: The maximum funding obligation of the Government to the recipient for the terms of this agreement is $106,505,846.

TABLE 1

Description	Period of Performance	Original Obligation	New Obligation	Maximum Obligation
Line Item No. 0001 Environmental Services	1 March 2007 – 30 June 2028	$95,760,532	N/A	$95,760,532
Line Item No. 0001A Environmental Services Post-Cost-Cap Insurance - Hourly	31 March 2019 – 31 July 2019		$192,201	$192,201
Line Item No. 0001B Environmental Services Post-Cost-Cap Insurance - Lump-Sum	31 March 2019 – 31 July 2019		$134,899	$134,899
Line Item No. 0002 Department of Toxic Substance Control (DTSC) and United States EPA) Technical Oversight Services	1 March 2007 – 31 Dec 2019	4,301,568	N/A	4,301,568

Line Item No. 0003 FORA ESCA Administrative Funds	1 April 2017 – 30 June 2020	$1,865,848	N/A	$1,865,848
Line Item No. 0003A FORA ESCA Administrative Oversight Post-Cost-Cap Insurance	31 March 2019 – 31 July 2019	N/A	$16,355	$16,355
Line Item No. 0004 Post-Closure MEC Find Assessments	1 Jul 2020 – 30 June 2028	$528,651	N/A	$528,651
Line Item No. 0005 Long Term/LUCs Management	1 Jul 2020 – 30 June 2028	$3,705,792	N/A	$3,705,792
Total Obligation		$106,162,391	$343,455	$106,505,846

C. Add Section F as follows:

Section F

ESCA Related Items to Achieve Site Closure Post-Insurance March 30, 2019 Expiration And ESCA Not-Related Items to Achieve Site Closure Post-Insurance March 30, 2019 Expiration Scope of Work

1. ESCA Related Items to Achieve Site Closure Post-Insurance March 30, 2019 Expiration

Scope and Assumptions

- FORA Admin Support
  - FORA Management/Review
  - FORA Administrative support
  - FORA Accounting support

ARCADIS/Weston/Westcliffe Scope

- Program Management (Arcadis, Weston, and Westcliffe)
  - Program Management and Coordination
  - Meetings and Conference Calls
    - FORA Conference Call Preparation and Participation

        - Agency Conference Call Preparation and Participation
        - Team Coordination Conference Call Preparation and Participation
        - Monthly Regulatory Meeting Preparation and Participation (convert to Conference Calls)
    - Monthly AOC Reporting to EPA
    - DTSC and EPA Program Support
        - Agency management briefings, coordination, and correspondence
    - EPA Certificates of Completion Coordination
        - Seaside, Parker Flats Phase II, and Future East Garrison MRAs
    - Correspondence Management
    - Documentation Management
    - Project File transmittal to FORA
    - MRA Site Closeout Coordination with FORA
        - Seaside, Parker Flats Phase II, and Future East Garrison MRAs
    - NPL Delisting Documentation
        - Army mapping, categorization, and documentation summary confirmation review
        - Army, EPA, and FORA coordination support to complete above summary
    - Administrative Support
        - Contracting
        - Project Set-up and Financial Management
        - Account Tracking
        - Invoicing
- Land Use Controls Implementation Plan / Operation and Maintenance Plan (LUCIP/OMP)
    - Group 1 and Track 2 / Phase I Parker Flats MRA LUCIP/OMP Consistency Coordination
        - Agency and Army Coordination
        - Plug-In/2-into-1 Plan Approach and Completion
        - Comparison Matrix
- Statements of MEC Removal
    - Seaside, Parker Flats Phase II, and Future East Garrison MRAs
        - Army BRAC and Army HQ review and comment revisions coordination
        - USATCES review and comment revisions coordination
        - DDESB acknowledgement receipt coordination
- DTSC Remedial Action Completion Form Support
    - Seaside, Parker Flats Phase II, and Future East Garrison MRAs
- Covenants to Restrict Use of Property (CRUPs)
    - CRUP Re-Organization Coordination with DTSC
    - CRUP revisions and reviews

Assumptions

- Arcadis subcontractor travel costs not included
- MMRP database submittals acknowledged as complete with Army
- Habitat database submittals through 2018 acknowledged as complete with Army
- Community outreach program complete (no effort after March 30, 2019)
    - No jurisdiction training support
    - No public meetings or Army Bus Tour/Open House support

  - No FORA support
  - No social media and website support
- No Record of Decision (ROD) Amendment or Explanation of Significant Differences (ESD) required for Group 1 and Track 2 / Phase I Parker Flats MRA LUCIP/OMP Consistency Completion
- Final Group 1 and Group 4 LUCIP/OMPs submitted
- Pre-certification Inspections complete with Army, EPA, and DTSC
  - Seaside, Parker Flats MRA Phase II, and Future East Garrison MRAs
- Statements of MEC Removal review complete with FORA
  - Seaside, Parker Flats MRA Phase II, and Future East Garrison MRAs
- Statements of MEC Removal DDESB receipt acknowledgement for Interim Action Ranges MRA received by March 30, 2019
- CRUP Covenantor resolution complete between Army, DTSC, and FORA
- Legal descriptions complete to support CRUPs and deeds by March 30, 2019
  - Laguna Seca Parking MRA
  - Interim Action Ranges MRA
  - Parker Flats MRA Track 2/Phase I
  - Parker Flats MRA Phase II
  - Seaside MRA
  - Future East Garrison MRA
- FORA long-term obligations addressed separately

2. ESCA Not-Related Items to Achieve Site Closure Post-Insurance March 30, 2019 Expiration

Scope and Assumptions

- FORA Admin Support
  - FORA Management/Review
  - FORA Administrative support
  - FORA Accounting support

ARCADIS/Westcliff/Weston Scope

- Property Management Support (non-transferred property)
  - Fence and signage inspections
  - Repair and maintenance
  - FORA signage removal at property transfer
- Habitat monitoring program continuation (non-transferred property)
  - Erosion inspections and mitigation measures
    - Future East Garrison and Parker Flats MRAs
  - Weed inspections and mitigation measures
    - Future East Garrison and Parker Flats MRAs
  - Habitat monitoring surveys
    - Future East Garrison MRA
  - 2019 Draft and Final annual natural resources report submittal to Army
  - 2019 Draft and Final annual natural resources database submittal to Army
- Interim Action Ranges MRA habitat restoration monitoring program continuation
  - Erosion inspections and mitigation measures
  - Weed inspections and mitigation measures
  - Habitat restoration monitoring surveys
  - Adaptive management
  - 2019 Draft and Final annual natural resources report submittal to Army
  - 2019 Draft and Final annual natural resources database submittal to Army

Assumptions

- FORA transfers ESCA properties to jurisdictions by December 31, 2019
- FORA or their successor are required to fulfill the ESCA Habitat Monitoring and Reporting obligations (not the jurisdictions)
- Remaining FORA responsibilities transfer to jurisdictions with transfer
- Participation in 2020 Army/US Fish and Wildlife annual meeting not included
- FORA long-term obligations addressed separately

Exclusions:

- Habitat monitoring continuation following property transfer to Jurisdictions
- Interim Action Ranges MRA habitat restoration monitoring continuation following property transfer to Jurisdictions

D. All other terms and conditions of the original Fort Ord ESCA, and associated Technical Specifications and Requirement Statement (TSRS) remain in effect and the Recipient responsibilities remain unchanged.

COOPERATIVE AGREEMENT MODIFICATION

MODIFICATION NO: P00011
EFFECTIVE DATE: 9 September 2019

AGREEMENT NO: W9128F-07-2-0162
PR NO: W31RYO92421755

☒ This is a **bilateral** modification (supplemental agreement) reflecting other agreements of the parties, modifying the terms and conditions of the Cooperative Agreement. The Recipient **is required** to execute and return one copy of this modification to the Grants Officer.

MODIFICATION P00011 - Complete June 15, 2020

DESCRIPTION OF MODIFICATION

The purpose of this modification is to effect mutually agreed changes to the Cooperative Agreement, pursuant to the amendment of Title 10, United States Code §2701(d), as enacted by the National Defense Authorization Act.

--- SEE CONTINUATION PAGE(S) ---

ACCOUNTING AND APPROPRIATION DATA:
097 NA X 2008 0516 000 NC1 CCS: NA A0 2008 08 8130 63A42007000 01110 252G K680J0 NA LB41LF

EXECUTION OF MODIFICATION

FOR THE RECIPIENT:
Fort Ord Reuse Authority
920 Second Avenue, Suite A
Marina, CA 93933-6006

(SIGNATURE)

MICHAEL A. HOULEMARD, JR.
(NAME)

EXECUTIVE OFFICER
(TITLE)

September 17, 2019
(DATE)

FOR THE UNITED STATES OF AMERICA:
U.S. Army Corps of Engineers, Huntsville Center
ATTN: CEHNC-CTB/Sharon Butler
5021 Bradford Drive
Huntsville, AL 35805

BUTLER.SHARON.H.1230746970 Digitally signed by BUTLER.SHARON.H.1230746970 Date: 2019.09.12 10:00:04 -05'00'

(SIGNATURE)

SHARON H. BUTLER
(NAME)

GRANTS OFFICER
(TITLE)

9 Sep 19
(DATE)

The purpose of this Modification is to amend the Environmental Services Agreement (ESCA) to extend the performance period for CLINs No. 0001A & 0003A from 31 July 2019 to 30 September 2019, at an additional cost of $32,185 for CLIN 0001A and $8,177 for CLIN 0003A for a total cost of $40,362. This increases the total cost of the agreement from $106,505,846 to $106,546,208.

A. **Revise Section B, Paragraph 2.1. as follows:** The federally funded term of this ESCA shall begin upon the effective date until 30 June 2028 (or as identified in Table 1 below).

TABLE 1

Description	Period of Performance	Original Obligation	New Obligation	Maximum Obligation
Line Item No. 0001 Environmental Services	1 March 2007 – 30 June 2028	$95,760,532	N/A	$95,760,532
Line Item No. 0001A Environmental Services Post-Cost-Cap Insurance - Hourly	31 March 2019 – 30 September 2019		$224,386	$224,386
Line Item No. 0001B Environmental Services Post-Cost-Cap Insurance - Lump-Sum	31 March 2019 – 31 July 2019		$134,899	$134,899
Line Item No. 0002 Department of Toxic Substance Control (DTSC) and United States EPA) Technical Oversight Services	1 March 2007 – 31 Dec 2019	4,301,568	N/A	4,301,568
Line Item No. 0003 FORA ESCA Administrative Funds	1 April 2017 – 30 June 2020	$1,865,848	N/A	$1,865,848
Line Item No. 0003A FORA ESCA Administrative Oversight Post-Cost-Cap Insurance	31 March 2019 – 30 September 2019	N/A	$24,532	$24,532
Line Item No. 0004 Post-Closure MEC Find Assessments	1 Jul 2020 – 30 June 2028	$528,651	N/A	$528,651
Line Item No. 0005 Long Term/LUCs Management	1 Jul 2020 – 30 June 2028	$3,705,792	N/A	$3,705,792
Total Obligation		$106,162,391	$383,817	$106,546,208

B. **All other terms and conditions of the Agreement remains unchanged.**

COOPERATIVE AGREEMENT MODIFICATION

MODIFICATION NO: P00012 **AGREEMENT NO: W9128F-07-2-0162**
EFFECTIVE DATE: 30 September 2019 **PR NO:** W31RY000093617

☒ This is a **bilateral** modification (supplemental agreement) reflecting other agreements of the parties, modifying the terms and conditions of the Cooperative Agreement. The Recipient **is required** to execute and return one copy of this modification to the Grants Officer.

MODIFICATION P00012 - Complete June 15, 2020

DESCRIPTION OF MODIFICATION:

The purpose of this modification is to effect mutually agreed changes to the Cooperative Agreement, pursuant to the amendment of Title 10, United States Code §2701(d), as enacted by the National Defense Authorization Act.

--- SEE CONTINUATION PAGE(S) ---

ACCOUNTING AND APPROPRIATION DATA:

097 NA X 2008 0516 000 40N1 CCS: NA A0 2008 08 8130 6MA40014000 01110 2563 K680J0 LB41LF

EXECUTION OF MODIFICATION

FOR THE RECIPIENT:
Fort Ord Reuse Authority
920 Second Avenue, Suite A
Marina, CA 93933-6006

(SIGNATURE)

MICHAEL A. HOULEMARD, JR.
(NAME)

EXECUTIVE OFFICER
(TITLE)

DECEMBER 26, 2019
(DATE)

FOR THE UNITED STATES OF AMERICA:
U.S. Army Corps of Engineers, Huntsville Center
ATTN: CEHNC-CTB/Sharon Butler
5021 Bradford Drive
Huntsville, AL 35805

(SIGNATURE)

SHARON H. BUTLER
(NAME)

GRANTS OFFICER
(TITLE)

30 September 2019
(DATE)

The purpose of this Modification is to amend the Environmental Services Agreement (ESCA) to extend the performance period for CLINs No. 0001A & 0003A from 30 September 2019 to 31 December 2019, at an additional cost of $107,700 for CLIN 0001A and $11,782 for CLIN 0003A for a total cost of $119,482. This increases the total cost of the agreement from $106,546,208 to $106,665,690.

A. **Revise Section B, Paragraph 2.1. as follows:**

B. TABLE 1

Description	Period of Performance	Original Obligation	Mod 11 Obligation	New Obligation	Maximum Obligation
Line Item No. 0001 Environmental Services	1 March 2007 – 30 June 2028	$95,760,532	N/A	N/A	$95,760,532
Line Item No. 0001A Environmental Services Post-Cost-Cap Insurance - Hourly	**31 March 2019 – 30 December 2019**	**N/A**	**$224,386**	**$107,700**	**$332,086**
Line Item No. 0001B Environmental Services Post-Cost-Cap Insurance - Lump-Sum	31 March 2019 – 31 July 2019	N/A	$134,899	N/A	$134,899
Line Item No. 0002 Department of Toxic Substance Control (DTSC) and United States EPA) Technical Oversight Services	1 March 2007 – 31 Dec 2019	$4,301,568	N/A	N/A	$4,301,568
Line Item No. 0003 FORA ESCA Administrative Funds	1 April 2017 – 30 June 2020	$1,865,848	N/A	N/A	$1,865,848
Line Item No. 0003A FORA ESCA Administrative Oversight Post-Cost-Cap Insurance	**31 March 2019 – 31 December 2019**	**N/A**	**$24,532**	**$11,782**	**$36,314**
Line Item No. 0004 Post-Closure MEC Find Assessments	1 Jul 2020 – 30 June 2028	$528,651	N/A	N/A	$528,651
Line Item No. 0005 Long Term/LUCs Management	1 Jul 2020 – 30 June 2028	$3,705,792	N/A	N/A	$3,705,792
Total Obligation		**$106,162,391**	**$383,817**	**$119,482**	**$106,665,690**

B. All other terms and conditions of the Agreement remains unchanged.

COOPERATIVE AGREEMENT MODIFICATION

MODIFICATION NO: P00013 | **AGREEMENT NO: W9128F-07-2-0162**
EFFECTIVE DATE: 1 August 2019 | **PR NO: N/A**

☒ This is a **bilateral** modification (supplemental agreement) reflecting other agreements of the parties, modifying the terms and conditions of the Cooperative Agreement. The Recipient **is required** to execute and return one copy of this modification to the Grants Officer.

MODIFICATION P00013 - Complete June 15, 2020

DESCRIPTION OF MODIFICATION

The purpose of this modification is to effect mutually agreed changes to the Cooperative Agreement, pursuant to the amendment of Title 10, United States Code §2701(d), as enacted by the National Defense Authorization Act.

--- SEE CONTINUATION PAGE(S) ---

ACCOUNTING AND APPROPRIATION DATA: N/A

EXECUTION OF MODIFICATION

FOR THE RECIPIENT:
Fort Ord Reuse Authority
920 Second Avenue, Suite A
Marina, CA 93933-6006

Joshua Metz
(SIGNATURE)

Joshua Metz
(NAME)

Executive Officer
(TITLE)

2/12/20
(DATE)

FOR THE UNITED STATES OF AMERICA:
U.S. Army Corps of Engineers, Huntsville Center
ATTN: CEHNC-CTB/Sharon Butler
5021 Bradford Drive
Huntsville, AL 35805

(SIGNATURE)

SHARON H. BUTLER
(NAME)

GRANTS OFFICER
(TITLE)

12 February 2020
(DATE)

The purpose of this Modification is to amend the Environmental Services Agreement (ESCA) to extend the performance period for CLINs No. 0001A from 31 December 2019 to 30 June 2020 and 0001B from 31 July 2019 to 30 June 2020, at no additional cost to the Government. The total amount of the Agreement remains $106,665,690. To facilitate posting of this change, paragraph 2.1 is revised as follows:

A. **Section B, Paragraph 2.1:** The federally funded term of this ESCA shall begin upon the effective date until 30 June 2028 (or as identified in Table 1 below).

TABLE 1

Description	Period of Performance	Original Obligation	Mod 11 Obligation	New Obligation	Maximum Obligation
Line Item No. 0001 Environmental Services	1 March 2007 – 30 June 2028	$95,760,532	N/A	N/A	$95,760,532
Line Item No. 0001A Environmental Services Post-Cost-Cap Insurance - Hourly	**31 March 2019 – 30 June 2020**	**N/A**	**$224,386**	**$107,700**	**$332,086**
Line Item No. 0001B Environmental Services Post-Cost-Cap Insurance - Lump-Sum	**31 March 2019 – 30 June 2020**	**N/A**	**$134,899**	**N/A**	**$134,899**
Line Item No. 0002 Department of Toxic Substance Control (DTSC) and United States EPA) Technical Oversight Services	1 March 2007 – 31 Dec 2019	$4,301,568	N/A	N/A	$4,301,568
Line Item No. 0003 FORA ESCA Administrative Funds	1 April 2017 – 30 June 2020	$1,865,848	N/A	N/A	$1,865,848
Line Item No. 0003A FORA ESCA Administrative Oversight Post-Cost-Cap Insurance	31 March 2019 – 31 December 2019	N/A	$24,532	$11,782	$36,314
Line Item No. 0004 Post-Closure MEC Find Assessments	1 Jul 2020 – 30 June 2028	$528,651	N/A	N/A	$528,651
Line Item No. 0005 Long Term/LUCs Management	1 Jul 2020 – 30 June 2028	$3,705,792	N/A	N/A	$3,705,792
Total Obligation		$106,162,391	$383,817	$119,482	$106,665,690

B. **All other terms and conditions of the Agreement remains unchanged.**

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 9

IN THE MATTER OF
THE FORMER FORT ORD
Monterey County, California

FORT ORD REUSE AUTHORITY,

Respondent

ADMINISTRATIVE ORDER ON CONSENT FOR CLEANUP OF PORTIONS OF THE FORMER FORT ORD

U.S. EPA Region 9
CERCLA Docket No. R9-2007-03

Proceeding under Sections 104, 106 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§9604, 9606, and 9622.

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ADMINISTRATIVE ORDER ON CONSENT
FOR CLEANUP OF PORTIONS OF FORMER FORT ORD BY THE
FORT ORD REUSE AUTHORITY

I. Jurisdiction

1. This Administrative Order on Consent ("AOC") is entered into voluntarily by the United States Environmental Protection Agency ("EPA"), the California Department of Toxic Substances Control ("DTSC"), and the Fort Ord Reuse Authority ("Respondent"). The AOC concerns the preparation and performance of potential removal actions, one or more remedial investigations and feasibility studies ("RI/FS") and one or more remedial designs and remedial actions ("RD/RA") for contaminants present on portions of the former Fort Ord located at Monterey, California ("Site") and the reimbursement for future response costs incurred by EPA and DTSC in connection with such CERCLA response actions.

2. This AOC is issued under the authority vested in the President of the United States by Sections 104, 106 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9604, 9606 and 9622 ("CERCLA"). This authority was delegated to the Administrator of EPA on January 23, 1987, by Executive Order 12580, 52 Fed. Reg. 2926 (Jan. 29, 1987), and further delegated to Regional Administrators on May 11, 1994, by EPA Delegation Nos. 14-14-C and 14-14-D. This authority was further redelegated by the Regional Administrator of EPA Region 9 to the Superfund Branch Chief by Regional Delegation R9 1290.15, dated September 29, 1997. DTSC signs this AOC pursuant to relevant provisions of CERCLA Section 120, 42 U.S.C. § 9620, regarding state participation in federal facility cleanups, and Section 121(f), 42 U.S.C. § 9621(f), applicable provisions of 40 C.F.R. Subpart F, and the California Health and Safety Code. The United States Department of Justice is approving and signing this AOC pursuant to the authority of the Attorney General of the United States to compromise and settle claims of the United States.

3. EPA, DTSC, and Respondent recognize that this AOC has been negotiated in good faith and that the actions undertaken by Respondent in accordance with this AOC do not constitute an admission of any liability. Respondent does not admit, and retains the right to controvert in any subsequent proceedings, other than proceedings to implement or enforce this AOC, the validity of the Findings of Fact, Conclusions of Law and Determinations in Sections V and VI of this AOC. Respondent agrees to comply with and be bound by the terms of this AOC and further agrees that it will not contest the basis or validity of this AOC or its terms.

4. Respondent represents that it is a bona fide prospective purchaser ("BFPP") as defined by Section 101(40) of CERCLA, 42 U.S.C. §9601(40), that it has and will continue to comply with Section 101(40) during its ownership of the Site, and thus qualifies for the protection from liability under CERCLA set forth in Section 107(r)(1) of CERCLA, 42 U.S.C. §9607(r)(1), with respect to the Site. Respondent further represents that its obligations under the ESCA and the Work obligations it is assuming under this AOC are voluntarily undertaken, and such obligations are not predicated on any preexisting obligation or enforcement action. In view, however,

of the complex nature and significant extent of the Work to be performed by Respondent at the Site, and the risk of claims under CERCLA being asserted against Respondent notwithstanding Section 107(r)(1) as a consequence of Respondent's activities at the Site pursuant to this AOC, one of the purposes of this AOC is to resolve, subject to the reservations and limitations contained in Section XXVII (Reservations of Rights by EPA), any potential liability of Respondent under CERCLA for the Work and future response costs.

II. Parties Bound

5. This AOC applies to and is binding upon EPA, DTSC, and upon Respondent. Except as provided in this Paragraph, any change in Respondent's charter or corporate status including, but not limited to, any transfer of assets or real or personal property shall not alter Respondent's responsibilities under this AOC. The Parties recognize that State law provides for Respondent's termination upon the occurrence of certain events or on June 30, 2014, whichever occurs first, and prior to such termination, for the orderly dissolution of Respondent and the selection of a suitable public successor (or successors). Accordingly, for the purpose of ensuring an orderly transition in the event of such a termination, Respondent shall provide EPA and DTSC no less than one hundred twenty (120) days written notice prior to the date of Respondent's anticipated termination. The notice shall identify the entity or entities that will succeed to Respondent's obligations under the AOC. Each successor to this AOC must be approved by EPA in consultation with DTSC. EPA will consider the following criteria in approving or disapproving any proposed successor(s): (i) the technical qualifications of the successor(s), or its proposed consultant, to perform remaining Work obligations; (ii) financial ability to perform such obligations; (iii) the successor's legal status and legal authority to sign the AOC; and (iv) the proposed successor's willingness to sign this AOC and perform Respondent's obligations hereunder. Upon EPA's approval, DTSC's concurrence, and the successor's signing of this AOC, the term "Respondent" as used in this AOC shall apply to the successor. If no successor is approved who agrees to perform the remaining Work, EPA may invoke the default provisions of Section XXXIII of this AOC.

6. Respondent shall be responsible for carrying out all activities required by this AOC in a timely manner and shall be subject to all stipulated penalties for failure to meet the terms and conditions of this AOC.

7. Respondent shall ensure that its contractors, subcontractors, and representatives receive a copy of this AOC and comply with this AOC. Respondent shall be responsible for any noncompliance with this AOC by its contractors, subcontractors and representatives.

8. The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this AOC and to execute and legally bind Respondent to this AOC.

III. Statement of Purpose

9. Respondent is taking title to approximately 3,484 acres of property from the former Fort Ord Superfund Site under the authority provided by Section 120(h)(3)(C) of CERCLA, 42 U.S.C. §9620(h)(3)(C), which property is defined herein as the Site and is more specifically depicted in Appendix A to this AOC. Additionally, Respondent has agreed with the Army to undertake the investigation and, if necessary, cleanup of the Site pursuant to the terms of an Environmental Services Cooperative Agreement ("ESCA"). This investigation and cleanup is currently being implemented by the Army pursuant to the terms of the Fort Ord Federal Facilities Agreement, dated July 23, 1990 ("FFA"). Under the ESCA, the Army retains responsibility for: (1) certain environmental conditions at the Site if found in the future and (2) for certain existing cleanup responsibilities on the Site (collectively referred to as Army Obligations), both of which are more specifically defined in this AOC. The FFA is being amended to reflect Respondent's assumption of the Army's cleanup responsibilities, other than Army Obligations. The FFA Amendment also provides that the Army and/or EPA will continue to be responsible for the selection of response actions for the Site in accordance with Section 120(e)(4)(A) of CERCLA, 42 U.S.C. § 9620(e)(4)(A). In the event that EPA, in consultation with DTSC, determines that Respondent is in Default, either for the entire Site or a portion thereof, as provided in Section XXXIII of this AOC, the responsibility for all response actions for the Site, or the relevant portion thereof, shall revert to the Army to be undertaken in accordance with the terms and conditions of the FFA and the FFA Amendment.

10. In entering into this AOC, the objectives of EPA, DTSC, and Respondent (in addition to the purpose identified in Paragraph 4 above) are: (a) to further determine, through the use of remedial investigations and possible removal actions to be performed by Respondent as more specifically set forth in the Statement of Work (SOW) attached as Appendix B to this AOC, the nature and extent of contamination and any threat to the public health, welfare, or the environment caused by the release or threatened release of hazardous substances, including MEC, and pollutants or contaminants at or from the Site; (b) to identify and evaluate remedial alternatives to prevent, mitigate or otherwise respond to or remedy any release or threatened release of hazardous substances, including MEC, and pollutants or contaminants at or from the Site (excluding Army Obligations), by conducting Feasibility Studies as more specifically set forth in the SOW in Appendix B to this AOC; (c) to provide for procedures and a schedule for EPA to take action with respect to a request for EPA's concurrence with the Army's selection of Response Actions; (d) to provide for the State's participation in any RI/FS and ROD process to ensure consideration, consistent with CERCLA and the NCP, of DTSC's concerns with respect to the selection of any remedial action; (e) to provide for the design, construction, and implementation of Response Actions and Operation and Maintenance at the Site by Respondent necessary to remediate the Site (excluding Army Obligations), to achieve all applicable or relevant and

appropriate requirements ("ARARs"), and other Performance Standards described in any ROD issued by the Army and/or EPA; (f) to provide for the payment of EPA and DTSC Response Costs; (g) and to memorialize the Parties' agreement that Respondent shall have no responsibility to perform Army Obligations.

11. All Work to be conducted under this AOC is subject to prior approval by EPA, after consultation with DTSC, as more specifically discussed in Section XIV (EPA Approval of Plans and Other Submissions) below. For purposes of this AOC, consultation with DTSC shall include: but not be limited to, simultaneous receipt by and a reasonable opportunity to review and comment by DTSC of all documents and deliverables (the reasonable review time for each document/deliverable will be determined by EPA before or upon receipt of the document/deliverable) required to be submitted by Respondent under this AOC; opportunity to participate in all meetings concerning the Site held between or among Parties to this AOC; to participate in dispute resolution as provided by Sections XXII and XXIII of this AOC; to participate in dispute resolution on the primary documents and response selection decisions as provided in the FFA and FFA Amendment; and the opportunity to have its concerns addressed regarding remedy decisions made by the Army and/or EPA regarding the Site. If DTSC concurs with any remedy for the Site or any portion of the Site selected by the Army and EPA , DTSC may sign the Record of Decision to indicate its concurrence. Respondent shall provide all appropriate and necessary information to assess Site conditions and evaluate alternatives to the extent necessary to select one or more remedies that will be consistent with CERCLA and the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Part 300 ("NCP"). Respondent shall conduct all Work under this AOC in compliance with CERCLA, the NCP, and all applicable EPA guidance, policies, and procedures.

IV. Definitions

12. Unless otherwise expressly provided herein, terms used in this AOC which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this AOC or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

"AOC" shall mean this Administrative Order on Consent for Cleanup of Portions of the Former Fort Ord, the SOW, all appendices attached hereto (listed in Section XXXVII), and all documents incorporated by reference into this document including without limitation EPA-approved submissions. EPA-approved submissions (other than progress reports) are incorporated into and become a part of the AOC upon approval by EPA. In the event of conflict, between this AOC and any appendix or other incorporated documents, this AOC shall control.

"Army Continuing Responsibilities" shall mean certain ongoing Army responsibilities identified by the Army, and listed below, that will continue after the

transfer of the Site, and which are to be performed by the Army and for which the Respondent assumes no responsibility, except as provided herein:

a. Endangered Species Act Consultation
Prior to Certification of Completion of Remedial Action and if FORA is required seek a new biological opinion, the Army will conduct any consultation that may be necessary with the U.S. Fish and Wildlife Service. FORA will provide, in timely fashion, pertinent information regarding its habitat management activities associated with the cleanup actions of the Site to the Army, in order for the Army to meet its site-wide reporting requirements under the Habitat Management Plan and the federal Endangered Species Act.

b. Parker Flats
The Army will complete the Remedial Investigation/Feasibility Study, Proposed Plan, and Record of Decision for the Parker Flats Munitions Response Area, as shown on the Site Map (See Appendix A).

c. Groundwater Contamination
The Army will address any and all groundwater contamination at, under, or migrated or migrating to or from the Site.

d. Other Settlement Agreement Obligations
Any and all requirements, obligations, duties, or costs associated with compliance, performance and implementation of all applicable agreements, obligations, promises and covenants previously imposed by any court, administrative or consent order, settlement or consent agreement, or other obligations or agreement of any kind (excluding those imposed by statute), imposed upon or agreed to by the Army or Department of Defense ("DOD") which affect the performance of the ESCA except those obligations imposed by the following two settlement agreements:

(i) Settlement Agreement between Monterey Bay Unified Air Pollution Control District (the "District") and the United States Army ("Army") and DOD, dated May 22, 1998; and

(ii) Settlement Agreement between Plaintiff's Curt Gandy, Patricia Huth, Richard Bailey, Michael Weaver, Edward Oberweiser, Linda Millerick, and the Ft. Ord Toxics Project and the Army and DOD, dated April 28, 2004.

e. Basewide Range Assessment

The Army shall address all environmental conditions arising from, associated with, or identified in the *Draft Final Comprehensive Basewide Range Assessment Report, Former Fort Ord California*, prepared by Mactec

Engineering and Consulting Services, Inc., dated November 24, 2006, except to the extent that such environmental conditions involve MEC.

"Army Retained-Conditions" shall mean any of the following conditions, for which the Army has full responsibility and for which the Respondent assumes no responsibility, except as provided herein:

a. Radiological Material;

b. Chemical or biological warfare agents;

c. Natural resource injuries or damages occurring as a result of contamination releases that have occurred due to Army ownership or activities on the Site except to the extent such injuries are a direct result of the Respondent activities on the Site;

d. Unknown Uninsured Conditions;

e. Perchlorate contamination in soil or groundwater;

The term shall not include any other environmental conditions, including any naturally occurring substance or derivatives of products used in accordance with the state and Federal regulations, on, at, under, or emanating from the Site in its unaltered form, or altered solely through natural occurring processes or phenomena.

"Army Obligations" shall mean "Army Retained Conditions" and "Army Continuing Responsibilities" as defined above.

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq.

"Construction Support" shall mean assistance provided by qualified personnel during intrusive construction activities on property known or suspected to contain MEC to ensure the safety of workers, on-site personnel, or resources from any potential explosive hazards. Construction support may be either on-call or on-site depending upon the risk of potential MEC exposure and may also include MEC hazards education for construction workers and other users of the property as well procedures for ensuring that persons working at the Site are informed of who to contact regarding suspected MEC finds. The level of construction support will be specified in Decision Documents or approved workplans.

"Covenant Deferral Request" or "CDR" shall mean the document prepared in accordance with CERCLA Section 120(h)(3)(C) which provides the basis for the

deferral by EPA with the concurrence of the State of the covenant required by Section 120(h)(3)(A)(ii), 42 U.S.C. § 9620(h)(3)(A)(ii),with respect to the early transfer of real property included within the Site.

"Day" shall mean a calendar day unless expressly stated to be a working day. "Working day" shall mean a day other than a Saturday, Sunday, State or Federal holiday. In computing any period of time under this AOC, where the last day would fall on a Saturday, Sunday, State or Federal holiday, the period shall run until the close of business of the next working day.

"Decision Documents" shall mean any Record of Decision, Action Memorandum, Explanation of Significant Differences or ROD Amendment prepared and issued by the Army and/or EPA.

"DTSC" shall mean the Department of Toxic Substances Control and any successor departments or agencies of the State.

"DTSC Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that DTSC incurs in reviewing or developing plans, reports and other items pursuant to this AOC, verifying the Work, or otherwise implementing or overseeing this AOC including, but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, legal or enforcement costs, costs to secure or implement institutional controls or operation and maintenance, and costs incurred in connection with Dispute Resolution pursuant to Sections XXII and XXIII of this AOC.

"Effective Date" shall be the effective date of this AOC as provided in Section XLI.

"EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

"EPA Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the EPA incurs in reviewing or developing plans, reports and other items pursuant to this AOC, verifying the Work, or otherwise implementing, overseeing, or enforcing this AOC, including, but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, costs of establishing and maintaining the administrative record, or participating in community relations meetings, the costs incurred pursuant to Section XII (Access and Institutional Controls), including, but not limited to, the cost of attorney time and any monies paid to secure access and/or to secure or implement institutional controls including, but not limited to, the amount of just compensation, costs for emergency response, or the costs

incurred by EPA in enforcing the terms of the AOC, including all costs incurred in connection with Dispute Resolution pursuant to Sections XXII and XXIII of this AOC.

"ESCA" shall mean the agreement between the Army and FORA, pursuant to which Army will provide grant funds to Respondent in consideration of Respondent's agreement to complete all remedial action necessary to protect human health and the environment at the Site, excluding Army Obligations.

"FFA" shall mean the Fort Ord Federal Facilities Agreement, dated July 23, 1990.

"FFA Amendment" shall mean the agreement among between EPA, the Army, DTSC, and Regional Water Quality Control Board ("RWQB") supplementing and revising, solely with respect to the Site, the FFA.

"Fort Ord Special Account" shall mean the special account established at the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. §9622(b)(3) .

"Interest", shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. §9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

"Institutional Controls" shall mean non-engineered instruments, such as administrative and/or legal controls, that help to minimize the potential for human exposure to contamination (including but not limited to MEC) and/or protect the integrity of a remedy by limiting land and/or resource use. Examples of institutional controls include easements and covenants, zoning restrictions, Construction Support, special building permit requirements, and well drilling prohibitions.

"Land Use Controls" shall mean any restriction or administrative action, including engineering and Institutional Controls, arising from the need to limit exposure to contaminated media and/or areas to reduce risk to human health and the environment.

"Munitions and Explosives of Concern" or "MEC" shall mean those specific categories of military munitions that may pose unique explosives safety risks, including but not limited to: (A) Unexploded Ordnance (UXO), as defined in 10

U.S.C. 101 (e) (5); (B) Discarded military munitions (DMM), as defined in 10 U.S.C. 2710 (e) (2); or (C) Explosive munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. 2710 (e) (3) present in high enough concentrations to pose an explosive hazard.

"National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. §9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

"Operation and Maintenance" or "O & M" shall mean all activities required to maintain the effectiveness of the Remedial Action(s) as required under an Operation and Maintenance Plan approved or developed by EPA, in consultation with DTSC, pursuant to this AOC and the Statement of Work (SOW). Operation and Maintenance may include, but is not limited to, long-term review, monitoring, reporting, and implementing and maintaining Land Use Controls.

"Paragraph" shall mean a portion of this AOC identified by an arabic numeral or an upper case letter.

"Parties" shall mean the United States, DTSC, and the Respondent.

"Performance Standards" shall mean the cleanup standards and other measures of achievement of the goals of a Remedial Action to be implemented pursuant to this AOC, as set forth in the ROD for the Remedial Action.

"RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§6901 et seq. (also known as the Resource Conservation and Recovery Act).

"Record of Decision: or "ROD" shall mean a Record of Decision for a Remedial Action to be implemented pursuant to this AOC that, after consultation with DTSC, has been signed by the Army and EPA, including all attachments thereto.

"Remedial Action" shall mean those activities, except for Operation and Maintenance, to be undertaken by Respondent to implement a ROD at the Site, in accordance with the SOW and the final Remedial Design and Remedial Action Work Plans and other plans approved by EPA after consultation with DTSC. "Remedial Action" as used in this AOC shall in no event be construed to include Army Obligations.

"Remedial Action Work Plan" shall mean the document developed for each ROD pursuant to Paragraph 26 of this AOC and approved or modified by EPA after consultation with DTSC, and any amendments thereto.

"Remedial Design" shall mean those activities to be undertaken by Respondent to develop the final plans and specifications for a Remedial Action under this AOC pursuant to the Remedial Design Work Plan.

"Remedial Design Work Plan" shall mean the document developed for each ROD pursuant to Paragraph 27 of this AOC and approved or modified by EPA after consultation with DTSC, and any amendments thereto.

"Section" shall mean a portion of this AOC identified by a Roman numeral.

"Site" shall mean that portion of the Former Fort Ord Superfund Site which Respondent has or will acquire consistent with the requirements of Section 120(h)(3)(C) of CERCLA, 42 U.S.C. §9620(h)(3)(C) totaling approximately 3,484 acres, located at Monterey County, California, and depicted generally on the map attached as Appendix A. Site shall also mean any surrounding areas not acquired by Respondent but that may require response action to address releases of hazardous substances, pollutants or contaminants occurring in connection with Respondent's performance of Work under this AOC.

"State" shall mean the State of California.

"State Land Use Covenant" shall mean the land use covenant entered into between the Army and the California Department of Toxic Substances Control pursuant to the provisions of California state law.

"State Interest" shall mean the interest rate applied to outstanding payments for costs billed pursuant to Health and Safety Code section 25360.1. The rate of interest is subject to change.

"Statement of Work" or "SOW" shall mean the statement of work for implementation of removals, Remedial Investigations, Feasibility Studies, Remedial Designs and Remedial Actions at the Site, as set forth in Appendix B to this AOC, and any modifications made to the SOW in accordance with this AOC.

"Supervising Contractor" shall mean the principal contractor retained by the Respondent to supervise and direct the implementation of the Work under this AOC.

"United States" shall mean the United States of America.

"Waste Material" shall mean (1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. §9601(14); (2) any pollutant or contaminant under Section 101(33), 42 U.S.C. §9601(33); [(3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. §6903(27); and (4) any "hazardous waste" under California Health and Safety Code section 25117, or "hazardous substance" under California Health and Safety Code section 25316.

"Work" shall mean all activities Respondent is required to perform under this AOC, except those required by Section XXXV (Retention of Records). "Work" as used in this AOC shall in no event be construed to include Army Obligations.

V. Findings of Fact

13. a. The former Fort Ord is located near Monterey Bay in northwestern Monterey County, California, approximately 80 miles south of San Francisco. The base comprises approximately 28,000 acres adjacent to the cities of Seaside, Sand City, Monterey, and Del Rey Oaks to the south and Marina to the north. The Southern Pacific Railroad and Highway 1 pass through the western portion of the former Fort Ord, separating the beach from the rest of the base. Laguna Seca Recreation Area and Toro Regional Park border former Fort Ord to the south and southeast, respectively, as well as several small communities such as Toro Park Estates and San Benancio.

b. Beginning in 1917, portions of the former Fort Ord were used by cavalry, field artillery, and infantry units for maneuvers, target ranges, and other purposes. Ordnance and explosives were fired into, fired upon, used, or disposed of on the facility. The types of ordnance and explosives used or disposed of include artillery and mortar projectiles, rockets, guided missiles, rifle and hand grenades, land mines, pyrotechnics, bombs, and demolition materials. Discarded munitions, unexploded ordnance, and ordnance scrap present at the Site are being addressed under this AOC.

c. Contaminants that have been released or that have the potential to be released from the ordnance, explosives, and ordnance scrap found at the Site include, but are not be limited to, nitrocellulose, nitroglycerine, ethyl centralite, dibutylphthalate, dinitrotoluene, diphenylamine, lead styphnate, lead azide, potassium nitrate, PETN, Tetryl, TNT, RDX, HMX, antimony sulfide,

tetracene, aluminum, copper, iron, lead, manganese, phosphorous, silicon, sulfur, zinc, barium stearte, calcium stearate, molybdenum, titanium, vanadium, boron, cadmium, nickel, bismuth, chromium, colbalt, methylene chloride, perchlorate, arsenic, mercury, ammonium, sodium chlorate, potassium chlorate, and sodium.

d. The former Fort Ord was listed on the National Priorities List in 1990.

e. On July 23, 1990, EPA, State of California Department of Health Services ("DHS"), RWQCB, and the Army entered into the FFA requiring the Army to identify, perform and complete all necessary response actions and Operation and Maintenance at the former Fort Ord under CERCLA.

f. The former Fort Ord was selected in 1991 for Base Realignment and Closure and was officially closed in September 1994. The Ord Military Community, located within the Main Garrison portion of the former Fort Ord, will be retained by the Army. Since 1994, some of the lands outside the Ord Military Community have been transferred, while other lands are expected to be transferred to local municipalities. Approximately 7,212 acres of the former Fort Ord lands were assigned to the Bureau of Land Management in 1996.

g. On April 11, 2000, the Army, EPA, and DTSC agreed that response to ordnance and explosives at the former Fort Ord would be conducted under the FFA.

h. Respondent is a body politic and corporation established pursuant to Title 7.85 of the California Government Code, Chapter 1 through 7, inclusive, commencing with Section 67650, et. seq., and selected provisions of the California Redevelopment Law, including Division 24 of the California Health and Safety Code, Part 1, Section 33492, et. seq., and Article 4, commencing with Section 33492.70, et. seq.

i. Respondent has requested an early transfer of the Site, which it will acquire upon EPA's approval of the Covenant Deferral Request and State of California's concurrence therein. To facilitate reuse of the Site by Respondent and its member local governments consistent with the Reuse Plan, dated June 13, 1999, the Army and Respondent will enter into an ESCA, pursuant to which Army will grant funds to Respondent, and Respondent will complete all response actions necessary to protect human health and the environment at the Site, excluding Army Obligations.

j. The Army will notify EPA and the Governor of California of its intention to seek early transfer of the Site before completing all remedial actions pursuant to CERCLA Section 120(h)(3)(C), 42 U.S.C. §9620(h)(3)(C). The Army is submitting a Covenant Deferral Request to the Regional Administrator of EPA Region 9 for approval with the concurrence of the State of the early transfer. EPA with the concurrence of the State will condition its approval of the early transfer, and the suspension of certain Army responsibilities under the FFA on

Respondent's agreement to enter into an administrative order on consent providing for Respondent's performance of the Work.

VI. Conclusions of Law and Determinations

14. Based on the Findings of Fact set forth above, and the administrative record supporting this AOC, EPA has determined that:

a. The Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. The contamination, including MEC, found at the Site, as identified in the Findings of Fact above, includes "hazardous substances" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

c. Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

d. The conditions described in Paragraph 13 above constitute an actual or threatened "release" of a hazardous substance from the facility as defined by Section 101(22) of CERCLA, 42 U.S.C.§ 9601(22).

e. The response actions required by this AOC are necessary to protect the public health, welfare, or the environment and, if carried out in compliance with the terms of this AOC, will be considered consistent with the NCP, as provided in Section 300.700(c)(3)(ii) of the NCP.

VII. Order

15. Based upon the foregoing Findings of Fact and Conclusions of Law and Determinations and in consideration and exchange for the United States' Covenant Not to Sue in Section XXVI, it is hereby Ordered and Respondent agrees to comply with all provisions of this AOC, including, but not limited to, all appendices to this AOC and all documents incorporated by reference into this AOC.

VIII. General Provisions

16. Commitments by Respondent

Subject to provisions of Paragraph 17 below, Respondent shall perform the Work in accordance with the ESCA, this AOC, the SOW, any ROD, and any work plans or other plans, standards, specifications, and schedules set forth herein or developed by Respondent and approved by EPA, in consultation with DTSC, pursuant to this AOC. Respondent shall also reimburse EPA and DTSC Response Costs as provided in this AOC. Respondent shall have no responsibility for Army Obligations except that Respondent agrees, in the event of a dispute with the Army concerning whether

a particular response action required by EPA is an Army Obligation, Respondent shall perform such response action as directed by EPA until Respondent and the Army resolve the matter under the dispute process contained in the ESCA.

17. Specific Agreements Concerning Unavailability of Funding under the ESCA

The Parties agree that the Army's failure or refusal to provide ESCA funds for performance of the Work shall constitute a Force Majeure event absent cause by or the fault of Respondent. Should the Army fail or refuse to provide all or any part of the ESCA funds to Respondent for performance of the Work, Respondent shall invoke the provisions of Section XXI, Force Majeure. Respondent's written Force Majeure notice pursuant to Paragraph 69 shall provide, in addition to any other information required by that Paragraph, Respondent's detailed evaluation of its ability to complete the Work or any part thereof in light of prior grants of ESCA funds, any insurance coverage available to fund the Work, any necessary and reasonable costs of demobilizing from the Site, and Respondent's efforts to obtain the Army's compliance with the ESCA. EPA, after consultation with DTSC, shall advise Respondent in accordance with Paragraph 69, of its agreement or disagreement with Respondent's Force Majeure notice, and its determination (if applicable) regarding what parts of the Work Respondent must complete based on ESCA grants previously provided by the Army or insurance coverage available, if any. If EPA agrees that Respondent's obligation to complete the Work has been prevented due to the Army's failure or refusal to provide ESCA funding and the unavailability of any insurance coverage, EPA, in consultation with DTSC, shall make a determination under Paragraph 109 that a Default has occurred. EPA's determination of such Default shall relieve Respondent of its obligation to continue performing the Work and to reimburse EPA and DTSC Response Costs relating to any part of the Work thus excused. The Default shall become effective upon Respondent's completion of those parts of the Work for which funding has been provided or for which insurance coverage is available, if any. Any dispute regarding a Force Majeure event under this Paragraph shall be governed by Section XXIII, Dispute Resolution.

18. Compliance with Applicable Law

All activities undertaken by the Respondent pursuant to this AOC shall be performed in accordance with the requirements of all applicable federal and state laws and regulations. Respondent must also comply with all applicable or relevant and appropriate requirements of Federal and state environmental laws as set forth in any ROD and the SOW. The activities conducted pursuant to this AOC, if approved by EPA, shall be considered to be consistent with the NCP.

19. Permits

a. As provided in Section 121 (e) of CERCLA and Section 300.400 (e) of the NCP, no permit shall be required for any portion of the Work conducted entirely

on Site (i.e., within the aerial extent of contamination or in very close proximity to the contamination and necessary for implementation of the Work). Where any portion of the Work that is not on site requires a federal or state permit or approval, Respondent shall submit timely and complete applications and take all other actions necessary to obtain all such permits and approvals.

b. The Respondent may seek relief under the provisions of Section XXI (Force Majeure) of this AOC for any delay in the performance of the Work resulting from a failure to obtain, or delay in obtaining, any permit required for the Work.

c. This AOC is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.

IX. Performance of the Work by Respondent

20. Selection of Supervising Contractor

a. All aspects of the Work to be performed by Respondent pursuant to Sections IX (Performance of the Work by Respondent), X (Remedy Review), XI (Quality Assurance, Sampling and Data Analysis), and XVIII (Emergency Response) of this AOC shall be under the direction and supervision of the Supervising Contractor. Respondent has designated, and EPA has approved, LFR, Inc. as its Supervising Contractor.

b. If Respondent proposes to replace LFR, Inc., or any subsequently Supervising Contractor approved by EPA, Respondent shall notify EPA and DTSC in writing at least forty-five (45) days in advance of such change, and must obtain an authorization to proceed from EPA, after consultation with DTSC, before the new Supervising Contractor performs, directs, or supervises any Work under this AOC. Respondent must provide the name, title, and qualifications of any contractor proposed to be the new Supervising Contractor. With respect to any contractor proposed to be the new Supervising Contractor, Respondent shall demonstrate that the new proposed contractor has a quality system that complies with ANSI/ASQC E4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs," (American National Standard, January 5, 1995), by submitting a copy of the proposed contractor's Quality Management Plan (QMP). The QMP should be prepared in accordance with "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/241/B-01/002, March 2001) or equivalent documentation as determined by EPA. EPA, after consultation with DTSC, will issue a notice of disapproval or an authorization to proceed.

c. If EPA disapproves a proposed new Supervising Contractor, EPA will notify Respondent in writing. Respondent shall submit to EPA and DTSC a list of contractors, including the qualifications of each contractor that would be acceptable to them within 30 days of receipt of EPA's disapproval of the

contractor, previously proposed. EPA, after consultation with DTSC, will provide written notice of the names of any contractor(s) that it disapproves and an authorization to proceed with respect to any of the other contractors. Respondent may select any contractor from that list that is not disapproved and shall notify EPA and DTSC of the name of the contractor selected within 21 days of EPA's authorization to proceed.

d. If EPA fails to provide written notice of its authorization to proceed or disapproval as provided in this Paragraph and this failure prevents the Respondent from meeting one or more deadlines in a plan approved by the EPA pursuant to this AOC, Respondent may seek relief under the provisions of Section XXI (Force Majeure).

21. Time-Critical Removal Actions

a. As directed by EPA after consultation with DTSC and the Army, Respondent shall perform such removal assessments/site investigations at one or more areas of the Site as are necessary to collect sufficient information to enable EPA to determine, after consultation with DTSC, whether any Time-Critical Removal Action ("TCRA") should be performed. At the time of signing this AOC, EPA and DTSC are not aware of the need for a TCRA. If an Action Memorandum for a Time-Critical Removal Action is issued, Respondent shall perform, at a minimum, all actions necessary to implement any such Action Memorandum; provided, however, that Respondent shall not be obligated to implement any Action Memorandum relating to Army Obligations.

b. Activities and Deliverables: Within thirty (30) days after issuance of any Action Memorandum for a TCRA that Respondent is obligated to implement under this AOC, Respondent shall submit to EPA for approval, with a copy to DTSC, a TCRA Work Plan for performing the Removal Action described in any such Action Memorandum and attached SOW.

c. Nothing in this Paragraph or AOC prohibits or requires EPA's pre-approval of Respondent's performance or conduct either alone or in conjunction with the Army in addressing an emergency response regarding an explosive device presenting immediate danger to workers or the community, commonly referred to as an EOD incident. However, Respondent shall provide notice to EPA of any EOD incident pursuant to Section XVIII (Emergency Response).

22. Non-Time-Critical Removal Actions - Engineering Evaluation/Cost Analyses

a. Respondent may elect to complete any unfinished response actions selected and described in any Action Memorandum issued by the Army prior to the ESCA, if such Action Memorandum was or is approved by EPA in consultation with DTSC. Respondent's election to initiate or complete response action under a pre-ESCA Action Memorandum shall be indicated in the RI/FS Work Plan to be provided in accordance the SOW. The schedule for performance of any such

response shall be contained in the RI/FS Work Plan or Removal Action Work Plan to be provided in accordance with the SOW.

b. In the event an Engineering Evaluation/Cost Analyses ("EE/CA") Approval Memorandum is approved by EPA, after consultation with DTSC, relating to any area of the Site, (other than an area within the scope of an Army Obligation) Respondent shall perform an EE/CA as set forth in the relevant EE/CA Approval Memorandum and in accordance with CERCLA, the NCP, the SOW and relevant guidance. Unless otherwise directed by EPA, within forty-five (45) days after issuance of an EE/CA Approval Memorandum, Respondent shall submit to EPA and DTSC an EE/CA Work Plan for the performance of the EE/CA, including but not limited to: collection of all data necessary to characterize the area subject to the Non-Time-Critical Removal Action ("NTCRA"); an evaluation of risks at the removal action area(s); identification and analysis of Removal Action alternatives, and development of sufficient information to enable EPA to select appropriate NTCRAs for area(s) of the Site, after consultation with DTSC.

c. Activities and Deliverables: Respondent shall conduct activities for the development of an EE/CA and submit EE/CA deliverables as provided in the SOW. All such activities shall be conducted in accordance with CERCLA, the NCP, and relevant guidance, including but not limited to the "Guidance on Conducting Non-Time-Critical Removal Actions under CERCLA" (OSWER Directive # 9360.0-32) and any guidance referenced in the SOW, as may be amended or modified by EPA. All EE/CA activities performed under this AOC shall be in accordance with the schedules established in the SOW, and in full accordance with the standards, specifications, and other requirements of the EE/CA Work Plan and Sampling and Analysis Plan, as initially approved or modified by EPA after consultation with DTSC, and as may be amended or modified by EPA from time to time, after consultation with DTSC. Respondent shall submit to EPA and DTSC copies of all EE/CA plans, reports, submittals and other deliverables required under this AOC, SOW, and the EE/CA Work Plan. Upon approval by EPA, all such deliverables shall be incorporated into and shall be requirements of this AOC.

23. Non-Time-Critical Removal Actions - Design

a. In the event that the Army issues, with EPA approval after consultation with DTSC, any Action Memorandum for a NTCRA, relating to any area of the Site following Respondent's performance of an EE/CA, Respondent shall perform the NTCRA Design in accordance with CERCLA, the NCP, the SOW, and relevant guidance. If approved by EPA, after consultation with DTSC, taking into account the complexity of the Site conditions and the Removal Action, Respondent may prepare a NTCRA Work Plan in lieu of the components of the NTCRA Design and NTCRA Design Work Plan. In such cases, the NTCRA Work Plan must meet the substantive requirements of the NTCRA Design Work Plan and the NTCRA Design as well as the requirements of a NTCRA Work

Plan specified in Paragraph 24 below and the SOW. Within sixty (60) days after the issuance of such an Action Memorandum, Respondent shall submit to EPA and DTSC a work plan for the design of such NTCRA ("NTCRA Design Work Plan"). The NTCRA Design Work Plan shall provide for design of the NTCRA set forth in the Action Memorandum, and for the achievement of the Performance Standards and other requirements set forth in such Action Memorandum, this AOC, and the SOW. Upon approval by EPA, after consultation with DTSC, the NTCRA Design Work Plan shall be incorporated into and shall be a requirement of this AOC.

b. Activities and Deliverables: Unless EPA determines otherwise, the NTCRA Design Work Plan shall include plans and schedules for implementation of all NTCRA design and pre-design tasks identified in the SOW.

24. Non-Time Critical Removal Actions - NTCRA Actions

a. In the event that EPA approves any NTCRA Design Work Plan submitted by Respondent for any area of the Site following Respondent's performance of an EE/CA relating to such area and EPA's issuance of an Action Memorandum for a NTCRA relating to such area, Respondent shall perform the NTCRA for such area in accordance with CERCLA, the NCP, the SOW and relevant guidance. Within thirty (30) days after EPA's approval of Respondent's NTCRA Design, Respondent shall submit to EPA and DTSC a work plan for implementing such NTCRA Work Plan. The NTCRA Work Plan shall provide for implementation of the NTCRA set forth in the Action Memorandum and the approved NTCRA Design, and for the achievement of the Performance Standards and other requirements set forth in such Action Memorandum, approved NTCRA Design Work Plan, this AOC, and the SOW. Within sixty (60) days after EPA approval of Respondent's NTCRA Work Plan for such area, Respondent shall commence performance of all activities detailed in the NTCRA Work Plan, as approved by EPA after consultation with DTSC. Upon approval by EPA, the NTCRA Work Plan shall be incorporated into and shall be a requirement of this AOC.

b. Activities and Deliverables: Respondent shall conduct all activities in accordance with the schedule required by the NTCRA Work Plan and the SOW, including but not limited to (A) construction in accordance with specifications; (B) performance of Operation and Maintenance, if applicable; (C) performance of construction quality assurance project plans; (D) performance of sampling plans directed at measuring progress toward meeting performance standards; and (E) performance of contingency plans.

25. Remedial Investigations and Feasibility Studies

a. With respect to each RI and FS that Respondent performs under this AOC, the following requirements and timeframes shall apply unless otherwise approved by EPA after consultation with DTSC. Respondent shall perform the RI and FS to address all hazardous substances at the Site as directed by EPA after

consultation with DTSC, in accordance with CERCLA, the NCP, the SOW and relevant guidance. For any investigation that the Army has completed and EPA, after consultation with DTSC, has approved, Respondent shall complete the remaining steps in the sequence and phasing of RI/FS activities as described in the SOW and the RI/FS Work Plan. As directed by EPA, Respondent shall submit to EPA and DTSC an RI/FS Work Plan for the implementation of the RI/FS, including but not limited to plans and schedules for the following activities: (A) collection of all data necessary to fully characterize conditions under investigation; (B) ecological and human health risk assessment; (C) development and screening of a range of final remedial alternatives; (D) detailed analysis of alternatives; and (E) development of sufficient information to enable the Army and/or EPA to select appropriate remedies for each parcel comprising the Site.

b. Activities and Deliverables: Respondent shall conduct activities and submit RI/FS deliverables as provided by the SOW, for the development of the RI/FS. All such Work shall be conducted in accordance with CERCLA, the NCP, and relevant guidance, including but not limited to the "Interim Final Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA" (OSWER Directive # 9355.3 01), "Guidance for Data Usability in Risk Assessment" OSWER Directive #9285.7-05), and guidance referenced therein, and guidance referenced in the SOW, as may be amended or modified by EPA. All RI/FS activities performed under this AOC shall be in accordance with the schedules established in the SOW, and in full accordance with the standards, specifications, and other requirements of the RI/FS Work Plan and Sampling and Analysis Plan, as initially approved or modified by EPA, after consultation with DTSC, and as may be amended or modified by EPA from time to time, after consultation with DTSC. Respondent shall submit to EPA and the DTSC copies of all RI/FS plans, schedules, reports, submittals and other deliverables required under this AOC, the SOW and the RI/FS Work Plan. Upon approval by EPA, after consultation with DTSC, all such deliverables shall be incorporated into and shall be requirements of this AOC.

26. Remedy Selection

a. Following approval of any RI/FS under this AOC and after consultation with DTSC, and after public comment on the Proposed Plan and response to comments, the Army and/or EPA shall select a remedial action in accordance with CERCLA, the NCP, and the FFA Amendment. Notwithstanding any other provision of this AOC, the selection of a remedial action by the Army and EPA, or EPA only, shall not be subject to dispute resolution under this AOC or judicial review by Respondent.

b. Within 21 days of the signature of a Record of Decision ("ROD"), Respondent shall provide EPA and DTSC with a schedule for implementation of remedial design and remedial action ("RD/RA") for the selected remedy. If EPA and

DTSC do not approve the schedule, Respondent shall be so advised within 30 days of its submittal and Respondent shall either revise the schedule or invoke the dispute resolution provisions of Section XXIII with respect to the schedule only, not the remedy selected.

27. Remedial Design

a. With respect to each ROD issued that Respondent is obligated to implement under this AOC, the following requirements and procedures related to Remedial Design shall apply. Within 30 days after issuance of the ROD pursuant to paragraph 26, Respondent shall submit to EPA and DTSC a work plan for the design of the Remedial Action (Remedial Design Work Plan or RD Work Plan). The RD Work Plan shall provide for design of the remedy set forth in the ROD, in accordance with the SOW and for achievement of the Performance Standards and other requirements set forth in the ROD, this AOC and/or the SOW. Upon its approval by EPA, after consultation with DTSC, the RD Work Plan shall be incorporated into and become enforceable under this AOC. The RD Work Plan shall include a Health and Safety Plan for field design activities which conforms to the applicable Occupational Safety and Health Administration and EPA requirements including, but not limited to, 29 C.F.R. §1910.120.

b. The Remedial Design Work Plan shall include plans and schedules for implementation of all remedial design and pre-design tasks identified in the SOW.

c. Upon approval of the RD Work Plan by EPA, after consultation with DTSC, and submittal of the Health and Safety Plan for all field activities to EPA and DTSC, Respondent shall implement the RD Work Plan. The Respondent shall submit to EPA and DTSC all plans, submittals and other deliverables required under the approved RD Work Plan in accordance with the approved schedule for review and approval pursuant to Section XIV (EPA Approval of Plans and Other Submissions). Unless otherwise directed by EPA, Respondent shall not commence further Remedial Design activities prior to approval of the RD Work Plan.

d. The preliminary design submittal shall include, at a minimum, the following: (1) design criteria; (2) results of treatability studies; (3) results of additional field sampling and pre-design work; (4) project delivery strategy; (5) preliminary plans, drawings and sketches; (6) required specifications in outline form; and (7) preliminary construction schedule.

e. The intermediate design submittal, if required by EPA or if independently submitted by the Respondent, shall be a continuation and expansion of the preliminary design. Any value engineering proposals must be identified and evaluated during this review.

f. The pre-final/final design submittal shall include, at a minimum, the following:

(1) final plans and specifications; (2) Operation and Maintenance Plan; (3) Construction Quality Assurance Project Plan ("CQAPP"); (4) Field Sampling Plan (directed at measuring progress towards meeting Performance Standards); and (5) Contingency Plan. The CQAPP, which shall detail the approach to quality assurance during construction activities at the Site, shall specify a quality assurance official ("QA Official"), independent of the Supervising Contractor, to conduct a quality assurance program during the construction phase of the project.

g. Respondent may request EPA approval that the RD Work Plan and Remedial Action Work Plan be combined. Nonetheless, any combined Work Plan shall include all information described in Paragraphs 26, 27, and 28 of this Section and the SOW unless omissions are approved by EPA after consultation with DTSC.

28. Remedial Action

a. With respect to each ROD issued that Respondent is obligated to implement under this AOC, the following requirements and procedures related to Remedial Action shall apply. Within thirty (30) days after the approval of the final design submittal as described above, Respondent shall submit to EPA and DTSC a work plan for the performance of the Remedial Action ("Remedial Action Work Plan"). The Remedial Action Work Plan shall provide for construction and implementation of the remedy set forth in the ROD and achievement of the Performance Standards, in accordance with this AOC, the ROD, the SOW, and the design plans and specifications developed in accordance with the Remedial Design Work Plan and approved by EPA after consultation with DTSC. Upon its approval by EPA, the Remedial Action Work Plan shall be incorporated into and become enforceable under this AOC. At the same time it submits the Remedial Action Work Plan, Respondent shall submit to EPA and DTSC a Health and Safety Plan for field activities required by the Remedial Action Work Plan which conforms to the applicable Occupational Safety and Health Administration and EPA requirements including, but not limited to, 29 C.F.R. §1910.120.

b. The Remedial Action Work Plan shall include the following, if applicable:(1) schedule for completion of the Remedial Action; (2) schedule for developing and submitting other required Remedial Action plans; (3) methods for satisfying permitting requirements; (4) methodology for implementation of the Operation and Maintenance Plan; (5) methodology for implementation of the Contingency Plan; (6) tentative formulation of the Remedial Action team; (7) construction quality control plan (by contractor); and (8) procedures and plans for the decontamination of equipment and the disposal of contaminated materials. The Remedial Action Work Plan also shall include the methodology for implementation of the Construction Quality Assurance Plan, a schedule for implementation of all Remedial Action tasks identified in the final design

submittal and shall identify the initial formulation of the Respondent's Remedial Action Project Team (including, but not limited to, the Supervising Contractor).

c. Upon approval of the Remedial Action Work Plan by EPA, after consultation with DTSC, Respondent shall implement the activities required under the Remedial Action Work Plan. The Respondent shall submit to EPA and DTSC all plans, submittals, or other deliverables required under the approved Remedial Action Work Plan in accordance with the approved schedule for review and approval pursuant to Section XIV (EPA Approval of Plans and Other Submissions). Unless otherwise directed by EPA, Respondent shall not commence physical Remedial Action activities at the Site prior to approval of the Remedial Action Work Plan.

29. The Respondent shall continue to implement Remedial Action and O&M (excluding Army Obligations) until the Performance Standards are achieved and for so long thereafter as is otherwise required under this AOC or the ROD.

30. Respondent acknowledges and agrees that nothing in this AOC, the SOW, or the Remedial Design or Remedial Action Work Plan constitute a warranty or representation of any kind by EPA or DTSC that compliance with the work requirements set forth in the SOW and the Work Plans will achieve the Performance Standards.

31. Out-of-State Waste Shipments

a. Respondent shall, prior to any off-Site shipment of Waste Material from the Site to an out-of-state waste management facility, provide written notification to the appropriate state environmental official in the receiving facility's state and to the EPA and DTSC Project Coordinators of such shipment of Waste Material. However, this notification requirement shall not apply to any off-Site shipments to out-of-state waste management facilities when the total volume of all such shipments will not exceed 10 cubic yards. Respondent shall comply with all applicable State waste management laws.

b. The Respondent shall include in the written notification the following information, where available: (1) the name and location of the facility to which the Waste Material is to be shipped; (2) the type and quantity of the Waste Material to be shipped; (3) the expected schedule for the shipment of the Waste Material; and (4) the method of transportation. The Respondent shall notify the state in which the planned receiving facility is located of major changes in the shipment plan, such as a decision to ship the Waste Material to another facility within the same state, or to a facility in another state.

c. If the identity of the receiving facility and state will be determined by the Respondent following the award of the contract for Removal Action or Remedial Action construction, then the Respondent shall provide the

information required by Paragraph 31.a. as soon as practicable after the award of the contract and before the Waste Material is actually shipped.

32. Off-site Waste Shipments

Before shipping any hazardous substances, pollutants, or contaminants from the Site to an off-site location, Respondent shall obtain EPA's certification that the proposed receiving facility is operating in compliance with the requirements of CERCLA Section 121(d)(3) and 40 C.F.R. 300.440. If the off-site location is in California, Respondent shall obtain certification from DTSC that the proposed receiving facility is in substantive compliance with California laws. Respondent shall only send hazardous substances, pollutants, or contaminants from the Site to an off-site facility that complies with the requirements of the statutory provision and regulations cited in the preceding sentence.

X. Remedy Review

33. Periodic Review

After the Effective Date of this AOC, Respondent shall conduct any studies and investigations as requested by EPA, after consultation with DTSC, in order to permit the Army and EPA to conduct the first two periodic reviews of whether any Remedial Action performed by Respondent is protective of human health and the environment. Periodic reviews will be conducted at the former Fort Ord Site at least every five years after the initiation of the initial Remedial Action at the Site as required by Section 121(c) of CERCLA and any applicable regulations. After the first two periodic reviews, the Army, rather than Respondent, shall be responsible for conducting studies and investigations needed to assess Remedial Actions performed by Respondent. In any event, Respondent shall not be responsible for the conduct of any studies or investigations for any periodic reviews relating to Army Obligations.

34. EPA Selection of Further Response Actions

If EPA determines at any time, after consultation with DTSC, that any Remedial Action performed or completed under this AOC is not protective of human health and the environment, the Army and EPA may select further response actions for the Site in accordance with the requirements of CERCLA and the NCP.

a. Opportunity to Comment: Respondent and, if required by Sections 113(k)(2) or 117 of CERCLA, the public, will be provided with an opportunity to comment on any further response actions proposed by EPA as a result of the review conducted pursuant to Section 121(c) of CERCLA and to submit written comments for the record during the comment period.

b. Respondent's Obligation to Perform Further Response Actions: If EPA selects

further response actions for the Site (other than for Army Obligations), the Respondent shall undertake such further response actions, subject to Respondent's right to dispute resolution in accordance with Section XXIII. Disputes pertaining to the whether the Remedial Action is protective or to EPA's selection of further response actions shall be resolved based on the administrative record supporting EPA's decision and will not be subject to judicial review.

c. Submission of Plans: If Respondent is required to perform the further response actions pursuant to Paragraph 34.b., it shall submit a plan for such work to EPA for approval, after consultation with DTSC, in accordance with the procedures set forth in Section IX (Performance of the Work by Respondent) and shall implement the plan approved by EPA in accordance with the provisions of this AOC.

XI. Quality Assurance, Sampling and Data Analysis

35. Respondent shall use quality assurance, quality control, and chain of custody procedures for all assessment, characterization, treatability, design, compliance and monitoring samples in accordance with "Uniform Federal Policy for Quality Assurance Project Plans (UFP-QAPP) (EPA/505/B-04-900A, March 2005)", "EPA Requirements for Quality Assurance Project Plans (QA/R5) (EPA/240/B-01/003, March 2001) Guidance for Quality Assurance Project Plans (QA/G-5) (EPA/600/R-98/018, February 1998), and subsequent amendments to such guidelines upon notification by EPA to Respondent of such amendment. Amended guidelines shall apply only to procedures conducted after such notification. Prior to the commencement of any monitoring project under this AOC, Respondent shall submit to EPA for approval, after consultation with DTSC, a Quality Assurance Project Plan ("QAPP") that is consistent with the SOW, the NCP and relevant guidance. If relevant to the proceeding, the Parties agree that validated sampling data generated in accordance with the QAPP(s) and reviewed and approved by EPA shall be admissible as evidence, without objection, in any proceeding under this AOC. Respondent shall ensure that EPA and DTSC personnel and their authorized representatives are allowed access at reasonable times to all laboratories utilized by Respondent in implementing this AOC. In addition, Respondent shall ensure that such laboratories shall analyze all samples submitted by EPA or DTSC pursuant to the QAPP for quality assurance monitoring. Respondent shall ensure that the laboratories they utilize for the analysis of samples taken pursuant to this AOC perform all analyses according to accepted EPA methods. Accepted EPA methods consist of those methods which are documented in the "Contract Lab Program Statement of Work for Inorganic Analysis and the Contract Lab Program Statement of Work for Organic Analysis," dated February 1988, and any amendments made thereto during the course of the implementation of this AOC; however, upon approval by EPA, after opportunity for review and comment by DTSC, the Respondent may use other analytical methods which are as stringent as or more stringent than the CLP- approved methods. Respondent shall ensure that all

laboratories they use for analysis of samples taken pursuant to this AOC participate in an EPA or EPA-equivalent QA/QC program. Respondent shall only use laboratories that have a documented Quality System which complies with ANSI/ASQC E4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs," (American National Standard, January 5, 1995), and "EPA Requirements for Quality Management Plans (QA/R-2)", (EPA/240/B-01/002, March 2001) as those protocols may be amended, or equivalent documentation as determined by EPA after consultation with DTSC. EPA may consider laboratories accredited under the National Environmental Laboratory Accreditation Program (NELAP) as meeting the Quality System requirements. Respondent shall ensure that all field methodologies utilized in collecting samples for subsequent analysis pursuant to this AOC will be conducted in accordance with the procedures set forth in the QAPP approved by EPA.

36. Upon request, the Respondent shall allow split or duplicate samples to be taken by EPA or DTSC or their authorized representatives. Respondent shall notify EPA and DTSC not less than 30 days in advance of any sample collection activity unless shorter notice is agreed to by EPA, after consultation with DTSC. In addition, EPA and DTSC shall have the right to take any additional samples that they deem necessary. Upon request, EPA shall allow the Respondent to take split or duplicate samples of any samples it takes as part of the EPA's oversight of the Respondent's implementation of the Work.

37. Respondent shall submit to EPA and DTSC two hard copies and one electronic format copy (e.g., compact disc), distributed as specified in Section XXXV. below, of the results of all sampling and/or tests or other data obtained or generated by or on behalf of Respondent with respect to the Site and/or the implementation of this AOC unless EPA agrees otherwise, after consultation with DTSC.

38. Notwithstanding any provision of this AOC, the United States and the State hereby retain all of their information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA and any other applicable statutes or regulations.

XII. Access and Institutional Controls

39. The CDR specifies that certain restrictions on land/soil and groundwater use are needed to assure protection of human health and the environment. These restrictions are contained in two places: 1) the State Land Use Covenant entered into by DTSC and the Army and 2) the Federal Deed transferring the property to Respondent. Respondent shall comply with all such restrictions and with any restrictions contained in any Record of Decision or any other Decision Document issued pursuant to this AOC. Upon issuance of any Certification of Completion of Remedial Action, if appropriate, DTSC shall modify the restrictions in the State Land Use Covenant and restrictions contained in the Federal Deed shall be

modified or removed in accordance with the FFA Amendment to be consistent with long-term restrictions contained in the ROD.

40. If the Site or any other property where access and/or land/water use restrictions are needed to implement this AOC is owned or controlled by Respondent, as of the Effective Date of this AOC or upon taking ownership and control of the property, whichever occurs later, Respondent shall:

a. provide the United States, including EPA and Army, and the State, and their representatives and contractors with access at all reasonable times to the Site, or such other property, for the purpose of conducting any activity related to this AOC including, but not limited to, the following activities:

(i) Monitoring the Work;
(ii) Verifying any data or information submitted to EPA, Army, or DTSC;
(iii) Conducting investigations relating to contamination at or near the Site;
(iv) Obtaining samples;
(v) Assessing the need for planning or implementing response actions or additional response actions at or near the Site;
(vi) Assessing implementation of quality assurance and quality control practices as defined in the approved Quality Assurance Project Plans;
(vii) Implementing Army Obligations, and any response action or the Work required by this AOC in the event of Default by Respondent;
(viii) Inspecting and copying records, operating logs, contracts or other documents maintained or generated by Respondent or its agents, consistent with Section XXXIV (Access to Information);
(ix) Assessing Respondent's compliance with this AOC; and
(x) Determining whether the Site or other property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted by, or pursuant to this AOC.

41. Prior to Respondent's transfer by deed, lease, or other form of agreement of any portion of the Site, or any other property where access and/or land/water use restrictions or other Institutional Controls are needed to implement this AOC, Respondent shall use best efforts to secure from any such transferee:

a. an agreement to provide access thereto for Respondent, as well as for the United States on behalf of the Army and EPA, and the State, as well as their representatives (including contractors), for the purpose of conducting any activity related to this AOC including, but not limited to, those activities listed in Paragraph 40 of this AOC;

b. an agreement, enforceable by the Respondent, DTSC, and United States , to refrain from using the Site, or such other property, in any manner that would interfere with or adversely affect the implementation, integrity, or protectiveness of the remedial measures to be performed pursuant to this AOC. Such restrictions shall be those contained in the State Land Use Covenant and

Federal Deed as those documents may be modified from time to time as the remedial process proceeds, as well as, other institutional controls that may be required by the ROD(s); and

c. an agreement that such transferee will perform the required level of Construction Support provided in any ROD for the property, if applicable, if Respondent or its approved successor will not perform such Work itself.

Respondent need not obtain such agreements required by this Paragraph from a party who takes a security interest in the Site or other property, and does not participate in the management of the Site or other property as defined in 42 U.S.C. § 9601(20)(E) and (F).

42. If EPA determines, after consultation with DTSC, that land/water use restrictions in the form of state or local laws, regulations, ordinances or other governmental controls are needed to implement the remedy selected in any ROD for the Site, to ensure the integrity and protectiveness thereof, or ensure non-interference therewith, Respondent shall cooperate with EPA's efforts to secure such governmental controls.

43. Notwithstanding any provision of this AOC, the United States and the State retain all of their access authorities and rights, as well as all of their rights to require land/water use restrictions, including enforcement authorities related thereto, under CERCLA, RCRA and any other applicable statutes or regulations.

XIII. Reporting Requirements

44. In addition to any other requirement of this AOC, Respondent shall submit to EPA and DTSC two hard copies and one electronic format copy (e.g., Word document file by email) of written monthly progress reports that: (a) describe the actions which have been taken toward achieving compliance with this AOC during the previous month; (b) include a summary of all results of sampling and tests and all other data received or generated by Respondent or its contractors or agents in the previous month; (c) identify all work plans, plans and other deliverables required by this AOC completed and submitted during the previous month; (d) describe all actions, including, but not limited to, data collection and implementation of work plans, which are scheduled for the next six weeks and provide other information relating to the progress of construction, including, but not limited to, critical path diagrams, Gantt charts and Pert charts; (e) include information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule for implementation of the Work, and a description of efforts made to mitigate those delays or anticipated delays; (f) include any modifications to the work plans or other schedules that Respondent has proposed to EPA or that have been approved by EPA; and (g) describe all activities undertaken in support of the Community Relations Plan during the previous month and those to be undertaken in

the next six weeks. Respondent shall submit these progress reports to EPA and DTSC by the tenth day of every month following the effective date of this AOC until EPA provides Respondent with the Final Certification of Completion of Remedial Actions pursuant to Section XVII (Certification of Completion). If requested by EPA or DTSC, Respondent shall also provide briefings for EPA and DTSC to discuss the progress of the Work.

45. The Respondent shall notify EPA and DTSC of any change in the schedule described in the monthly progress report for the performance of any activity, including, but not limited to, data collection and implementation of work plans, no later than seven days prior to the performance of the activity.

46. Upon the occurrence of any event during performance of the Work that Respondent is required to report pursuant to Section 103 of CERCLA or Section 304 of the Emergency Planning and Community Right-to-know Act ("EPCRA"), Respondent shall within 24 hours of the onset of such event orally notify the EPA and DTSC Project Coordinators or the Alternate EPA Project Coordinator (in the event of the unavailability of the EPA Project Coordinator), or, in the event that neither the EPA Project Coordinator or Alternate EPA Project Coordinator is available, the Emergency Response Section, Region 9, United States Environmental Protection Agency. These reporting requirements are in addition to the reporting required by CERCLA Section 103 or EPCRA Section 304. Within 20 days of the onset of such an event, Respondent shall furnish to EPA and DTSC a written report, signed by the Respondent's Project Coordinator, setting forth the events which occurred and the measures taken, and to be taken, in response thereto. Within 30 days of the conclusion of such an event, Respondent shall submit a report setting forth all actions taken in response thereto.

47. Respondent shall submit two hard copies and one electronic format copy (e.g., compact disc), distributed as specified in Section XV below, of all plans, reports, and data required by the SOW, any Remedial Design Work Plan, any Remedial Action Work Plan, or any other approved plans to EPA in accordance with the schedules set forth in such plans. Respondent shall simultaneously submit two copies of all such plans, reports and data to DTSC. Upon request by EPA or DTSC, Respondent shall submit in electronic form all portions of any report or other deliverable Respondent is required to submit pursuant to the provisions of this AOC.

48. All reports and other documents submitted by Respondent to EPA and DTSC (other than the monthly progress reports referred to above) which purport to document Respondent's compliance with the terms of this AOC shall be signed by an authorized representative of the Respondent.

XIV. EPA Approval of Plans and Other Submissions

49. EPA and DTSC will use their best efforts to review submissions by Respondent

required by this AOC within 60 days following receipt. After review of any plan, report or other item which is required to be submitted for approval pursuant to this AOC or the SOW, EPA, after consultation with DTSC, shall: (a) approve, in whole or in part, the submission; (b) approve the submission upon specified conditions; (c) modify the submission to cure the deficiencies; (d) disapprove, in whole or in part, the submission, directing that the Respondent modify the submission; or (e) any combination of the above. However, EPA shall not modify a submission without first providing Respondent at least one notice of deficiency and an opportunity to cure within thirty (30) days following receipt, except where to do so would cause serious disruption to the Work or where previous submission(s) have been disapproved due to material defects and the deficiencies in the submission under consideration indicate a bad faith lack of effort to submit an acceptable deliverable.

50. In the event of approval, approval upon specified conditions, or modification by EPA, pursuant to Paragraph 49 (a), (b), or (c), Respondent shall proceed to take any action required by the plan, report, or other item, as approved or modified by EPA subject only to Respondent's right to invoke the Dispute Resolution procedures set forth in Section XXIII (Dispute Resolution) with respect to the modifications or conditions made by EPA. In the event that EPA modifies the submission to cure the deficiencies pursuant to Paragraph 49(c) and the submission has a material defect, EPA retains its right to seek stipulated penalties, as provided in Section XXIV (Stipulated Penalties).

51. Resubmission of Plans

a. Upon receipt of a notice of disapproval pursuant to Paragraph 49(d), Respondent shall, within thirty (30) days or such longer time as specified by EPA in such notice, correct the deficiencies and resubmit the plan, report, or other item for approval. Any stipulated penalties applicable to the submission, as provided in Section XXIV, shall accrue during the 30 day period or otherwise specified period but shall not be payable unless the resubmission is disapproved or modified due to a material defect as provided in Paragraphs 49 and 50.

b. Notwithstanding the receipt of a notice of disapproval pursuant to Paragraph 49, Respondent shall proceed, at the direction of EPA, to take any action required by any non-deficient portion of the submission. Implementation of any non-deficient portion of a submission shall not relieve Respondent of any liability for stipulated penalties under Section XXIV (Stipulated Penalties).

52. In the event that a resubmitted plan, report or other item, or portion thereof, is disapproved by EPA, after consultation with DTSC, EPA may again require the Respondent to correct the deficiencies, in accordance with the preceding Paragraphs. EPA also retains the right to modify or develop the plan, report or other item. Respondent shall implement any such plan, report, or item as modified or developed by EPA, subject only to their right to invoke the procedures set forth in Section XXIII (Dispute Resolution).

53. If upon resubmission, a plan, report, or item is disapproved or modified by EPA due to a material defect, Respondent shall be deemed to have failed to submit such plan, report, or item timely and adequately unless the Respondent invokes the dispute resolution procedures set forth in Section XXIII (Dispute Resolution) and EPA's action is overturned pursuant to that Section. The provisions of Section XXIII (Dispute Resolution) and Section XXIV (Stipulated Penalties) shall govern the implementation of the Work and accrual and payment of any stipulated penalties during Dispute Resolution. If EPA's disapproval or modification is upheld, stipulated penalties shall accrue for such violation from the date on which the initial submission was originally required, as provided in Section XXIV.

54. All plans, reports, and other items required to be submitted to EPA and DTSC under this AOC shall, upon approval or modification by EPA, be enforceable under this AOC. In the event EPA approves or modifies a portion of a plan, report, or other item required to be submitted to EPA under this AOC, the approved or modified portion shall be enforceable under this AOC.

XV. Project Coordinators

55. Within 20 days of effective date this AOC, Respondent, DTSC, and EPA will notify each other, in writing, of the name, address and telephone number of their respective designated Project Coordinators and Alternate Project Coordinators. If a Project Coordinator or Alternate Project Coordinator initially designated is changed, the identity of the successor will be given to the other Parties at least 5 working days before the changes occur, unless impracticable, but in no event later than the actual day the change is made. Respondent's initial Project Coordinator is Ms. Kristie Reimer of LFR, Inc. Any change to Respondent's Project Coordinator shall be subject to disapproval by EPA, in consultation with DTSC. Any Project Coordinator proposed shall have the technical expertise sufficient to adequately oversee all aspects of the Work. The Respondent's Project Coordinator shall not be an attorney for the Respondent in this matter. He or she may assign other representatives, including other contractors, to serve as a Site representative for oversight of performance of daily operations during remedial activities.

56. EPA and DTSC may designate other representatives, including, but not limited to, EPA and DTSC employees, and federal and state contractors and consultants, to observe and monitor the progress of any activity undertaken pursuant to this AOC. EPA's Project Coordinator and Alternate Project Coordinator shall have the authority lawfully vested in a Remedial Project Manager (RPM) and an On-Scene Coordinator (OSC) by the National Contingency Plan, 40 C.F.R. Part 300. In addition, EPA's Project Coordinator or Alternate Project Coordinator shall have authority, consistent with the National Contingency Plan, to halt any Work required by this AOC and to take any necessary response action when s/he determines that conditions at the Site constitute an emergency situation or may present an immediate threat to public health or welfare or the environment due to release or threatened release of Waste Material. EPA's Project Coordinator, DTSC's Project

Coordinator, and the Respondent' Project Coordinator will meet, at a minimum, on a monthly basis.

XVI. Assurance of Ability to Complete Work

57. Respondent represents that it shall enter into an agreement with the Army pursuant to which the Army will pay to Respondent all funds under the ESCA, which are anticipated to be $93,875,000.00. Respondent shall use all such funds received from the Army, less funds for certain administrative costs to be retained by Respondent, to finance and perform the Work under this Order. Respondent also represents that upon execution of the ESCA it has obtained or shall obtain the environmental insurance policies required by the ESCA. Such policies include a cleanup cost cap policy in the amount of $139,122,255.00 and a pollution legal liability policy in the amount of $15,000,000.00.

XVII. Certification of Completion

58. Completion of the Remedial Action

a. Within 90 days after Respondent concludes that a Remedial Action under this AOC has been fully performed and the Performance Standards have been attained on an operable unit, Respondent may schedule and conduct a pre-certification inspection to be attended by Respondent, EPA and DTSC. If, after the pre-certification inspection, the Respondent still believes that the Remedial Action has been fully performed and the Performance Standards have been attained at the operable unit, it shall submit a written report requesting certification to EPA for approval, with a copy to DTSC, pursuant to Section XIV (EPA Approval of Plans and Other Submissions) within 30 days of the inspection. In the written report, an appropriate professional and Respondent's Project Coordinator shall state that the Remedial Action has been completed in full satisfaction of the requirements of this AOC. The appropriate professional shall be a professional engineer registered in the State of California if non-MEC work was required, and if MEC work was required, a Senior UXO Supervisor, and geophysicist registered in the State of California if geophysical data are analyzed and interpreted. The written report shall include as-built drawings, if applicable, signed and stamped by a professional engineer registered in the State of California. The written report shall also include signed registered in the State of California. The written report shall also include signed certifications by the Senior UXO Supervisor and the geophysicist registered in the State of California, if geophysical data are analyzed and interpreted, that the Remedial Action met the MEC cleanup standards. The report shall contain the following statement, signed by a responsible corporate official of Respondent or the Respondent' Project Coordinator:

> To the best of my knowledge, after thorough investigation, I certify that the information contained in or accompanying this

submission is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

If after review of the written report, EPA, after reasonable opportunity to review and comment by DTSC, determines that the Remedial Action at the operable unit has not been completed in accordance with this AOC or that the Performance Standards have not been achieved, EPA will notify Respondent in writing of the activities that must be undertaken by Respondent pursuant to this AOC to complete the Remedial Action and achieve the Performance Standards at the operable unit, provided, however, that EPA may only require Respondent to perform such activities pursuant to this Paragraph to the extent that such activities are consistent with the scope of the remedy selected in the ROD for the operable unit. EPA will set forth in the notice a schedule for performance of such activities consistent with the AOC and the SOW or require the Respondent to submit a schedule to EPA and DTSC for approval pursuant to Section XIV (EPA Approval of Plans and Other Submissions). Respondent shall perform all activities described in the notice in accordance with the specifications and schedules established pursuant to this Paragraph, subject to its right to invoke the dispute resolution procedures set forth in Section XXIII (Dispute Resolution).

b. Respondent, at its election, may seek the Certification of Completion of Remedial Action for more than one operable unit at the same time by complying with the procedures set forth in subparagraph a. above with respect to each separate operable unit where Respondent has concluded that the Remedial Actions under this AOC have been fully performed and the Performance Standards have been attained for each of the operable units that are the subject of the request. If Respondent concludes that all of the Remedial Actions under this AOC have been fully performed and the Performance Standards have been attained, Respondent shall, at the time it schedules the pre-certification inspection to be attended by Respondent, EPA, and DTSC, notify EPA and DTSC that it is seeking a Site-wide Certification of Completion of Remedial Action for the Site.

59. With respect to each operable unit, if EPA concludes, based on the initial or any subsequent report requesting Certification of Completion and consultation with DTSC, that a Remedial Action has been performed in accordance with this AOC and that the Performance Standards have been achieved at the operable unit, EPA will so certify in writing to Respondent. This certification shall constitute the Certification of Completion of the Remedial Action for purposes of this AOC. Certification of Completion of the Remedial Action shall not affect Respondent's remaining obligations under this AOC. If Respondent believes that all Remedial Action selected by the Army and/or EPA after consultation with DTSC for the Site has been completed, Respondent may request a Site-Wide Certification of

Completion of Remedial Action. If, after consultation with DTSC, EPA concludes, based on the prior Certifications of Completion and any initial or subsequent reports that all Remedial Actions have been performed in accordance with this AOC and that the Performance Standards have been achieved at the Site, EPA will so certify in writing to Respondent. This certification shall constitute the Site-Wide Certification of Completion of the Remedial Action for purposes of this AOC.

60. Completion of the Work

a. Within 90 days after Respondent concludes that all phases of the Work (including O & M), have been fully performed, Respondent shall schedule and conduct a pre-certification inspection to be attended by Respondent, EPA and DTSC. If, after the pre-certification inspection, the Respondent still believe that the Work has been fully performed, Respondent shall submit a written report by a professional engineer registered in the State of California or, if only MEC cleanup was involved, a geophysicist registered in the State of California if geophysical data are analyzed and interpreted and the Senior UXO Supervisor stating that the Work has been completed in full satisfaction of the requirements of this AOC. The report shall contain the following statement, signed by a responsible corporate official of Respondent or the Respondent' Project Coordinator:

> To the best of my knowledge, after thorough investigation, I certify that the information contained in or accompanying this submission is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

If, after review of the written report, EPA, after reasonable opportunity to review and comment by the DTSC, determines that any portion of the Work has not been completed in accordance with this AOC, EPA will notify Respondent in writing of the activities that must be undertaken by Respondent pursuant to this AOC to complete the Work, provided, however, that EPA may only require Respondent to perform such activities pursuant to this Paragraph to the extent that such activities are consistent with the scope of the remedy selected in the relevant ROD. EPA will set forth in the notice a schedule for performance of such activities consistent with the AOC and the SOW or require the Respondent to submit a schedule to EPA for approval pursuant to Section XIV (EPA Approval of Plans and Other Submissions). Respondent shall perform all activities described in the notice in accordance with the specifications and schedules established therein, subject to its right to invoke the dispute resolution procedures set forth in Section XXIII (Dispute Resolution).

b. If EPA concludes, based on the initial or any subsequent request for

Certification of Completion by Respondent and after consultation with DTSC, that the Work has been performed in accordance with this AOC, EPA will so notify the Respondent in writing.

XVIII. Emergency Response

61. In the event of any action or occurrence during the performance of the Work which causes or threatens a release of Waste Material from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Respondent shall, subject to Paragraph 21.c., immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, and shall immediately notify the EPA's and DTSC's Project Coordinators. If EPA's Project Coordinator is unavailable, EPA's Alternate Project Coordinator must be notified. If these EPA persons are not available, the Respondent shall notify the EPA Emergency Response Unit, Region 9. Respondent shall take such actions in consultation with EPA's Project Coordinator or other available authorized EPA officer and in accordance with all applicable provisions of the Health and Safety Plans, the Contingency Plans, and any other applicable plans or documents developed pursuant to the SOW. In the event that Respondent fails to take appropriate response action as required by this Section and EPA takes such action instead, Respondent shall reimburse EPA all costs of the response action not inconsistent with the NCP pursuant to Section XIX (Payments for Response Costs), provided, however, that Respondent shall in no event be liable for the costs of response action within the scope of Army Obligations.

62. Nothing in the preceding Paragraph or in this AOC shall be deemed to limit any authority of the United States or the State a) to take all appropriate action to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site, or b) to direct or order such action, or seek an order from a Court, to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site.

XIX. Payments for Response Costs

63. Reimbursement of EPA Response Costs The total amount to be paid by Respondent, or an approved successor, pursuant to Subparagraph 63.a. shall be deposited in the Fort Ord Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Fort Ord Superfund Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

a. Payments for EPA Response Costs

(i) Respondent, or its successor, shall pay to EPA all EPA Response Costs not inconsistent with the National Contingency Plan. On a periodic basis EPA will send Respondent a bill requiring payment that includes a standard Regionally-prepared cost summary, which includes direct and indirect costs incurred by EPA and its contractors. Respondent shall make all payments within 30 days of Respondent's receipt of each bill requiring payment, except as otherwise provided in Paragraph 63.b. Respondent shall make all payments required by this Paragraph by a certified or cashier's check or checks made payable to "EPA Hazardous Substance Superfund, referencing the name and address of the party making the payment, EPA Site/Spill ID Number 09QJ. Respondent shall send the check(s) to:

U.S. Environmental Protection Agency
Attn: Region 9 Receivables
P.O. Box 37109M
Pittsburgh, PA 15262-0001

(ii) At the time of payment, Respondent shall send notice that payment has been made to EPA and to the Regional Financial Management Officer, in accordance with Section XXXVI (Notices and Submissions).

b. Respondent may contest payment of any EPA Response Costs under Paragraph 63a if it determines that EPA has made an accounting error or if it alleges that a cost item that is included represents costs that are inconsistent with the NCP. Such objection shall be made in writing within 30 days of receipt of the bill and must be sent to the EPA pursuant to Section XXXVI (Notices and Submissions). Any such objection shall specifically identify the contested EPA Future Response Costs and the basis for objection. In the event of an objection, the Respondent shall within the 30-day period pay all uncontested EPA Future Response Costs to EPA in the manner described in Paragraph 63.a. Simultaneously, the Respondent shall establish an interest-bearing escrow account in a federally-insured bank duly chartered in the State of California and remit to that escrow account funds equivalent to the amount of the contested EPA Response Costs. The Respondent shall send to EPA, as provided in Section XXXVI (Notices and Submissions), a copy of the transmittal letter and check paying the uncontested EPA Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. Simultaneously with establishment of the escrow account, the Respondent shall initiate the Dispute Resolution procedures in Section XXIII (Dispute Resolution). If EPA prevails in the dispute, within 5 days of the resolution of the dispute, the Respondent shall pay the sums due (with accrued interest) to EPA in the manner described in Paragraph 63.a. If the Respondent prevails concerning any aspect of the

contested costs, the Respondent shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to EPA in the manner described in Paragraph 63.a,; Respondent shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XXIII (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding the Respondent' obligation to reimburse EPA for its EPA Response Costs.

c. In the event that the payments required by Paragraph 63.a. are not made within 30 days of the Respondent' receipt of the bill, Respondent shall pay Interest on the unpaid balance. The Interest on EPA's Response Costs shall begin to accrue on the date of the bill. The Interest shall accrue through the date of the Respondent's payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to EPA by virtue of Respondent's failure to make timely payments under this Section including, but not limited to, payment of stipulated penalties pursuant to Paragraph 79. The Respondent shall make all payments required by this Paragraph in the manner described in Paragraph 63.a.

64. Reimbursement of DTSC Response Costs

a. Respondent, or its successor, shall pay all response costs incurred by DTSC after the Effective Date as such costs are incurred. DTSC will bill Respondents quarterly for its response costs. Respondent shall pay DTSC within 60 days of the date of the invoice. Any billing not paid within 60 days is subject to State Interest calculated from the date of the invoice pursuant to Health and Safety Code section 25360.1. All payments made by Respondent pursuant to this AOC shall be by cashier's or certified check made payable to "DTSC," and shall bear on the face the project code of the Site (Site 201729-11) and the Docket number of this AOC. Payments shall be sent to:

Department of Toxic Substances Control
Accounting/Cashier
1001 I Street, 21st Floor
P.O. Box 806
Sacramento, California 95812-0806.

A photocopy of all payment checks shall also be sent to the person designated by DTSC to receive submittals under this Agreement.

b. If Respondent disputes a DTSC billing, or any part thereof, Respondent shall notify DTSC's assigned project manager and attempt to informally resolve the dispute with DTSC's project manager and branch chief. If Respondent desires to formally request dispute resolution with regard to the billing, Respondent shall file a request for dispute resolution in writing within 45 days of the date of the billing in dispute. The written request shall describe all issues in dispute and shall set forth the reasons for the dispute, both factual and legal. If the dispute

pertains only to a portion of the costs included in the invoice, Respondent shall pay all costs which are undisputed in accordance with Subparagraph 64.a. The filing of a notice of dispute pursuant to this Section shall not stay the accrual of State Interest on any unpaid costs pending resolution of the dispute. The written request shall be sent to:

Special Assistant for Cost Recovery and Reimbursement Policy
Department of Toxic Substances Control
P.O. Box 806
Sacramento, CA 95812-0806

A copy of the written request for dispute resolution shall also be sent to the person designated by DTSC to receive submittals under this AOC. A decision on the billing dispute will be rendered by the Special Assistant for Cost Recovery and Reimbursement Policy or other DTSC designee.

XX. Indemnification and Insurance

65. Respondent's Indemnification of the United States and State of California

a. The United States does not assume any liability by entering into this agreement or by virtue of any designation of Respondent as EPA's authorized representatives under Section 104(e) of CERCLA, if applicable. Subject to Section XXX., Paragraph 100 of this AOC, Respondent shall indemnify, save and hold harmless the United States and the State of California and its officials, agents, employees, contractors, subcontractors, or representatives for or from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Respondent, its officers, directors, employees, agents, contractors, subcontractors, and any persons acting on its behalf or under its control, in carrying out activities pursuant to this AOC, including, but not limited to, any claims arising from any designation of Respondent as EPA's authorized representatives under Section 104(e) of CERCLA, if applicable. Further, the Respondent agrees to pay the United States and the State of California all costs they incur including, but not limited to, attorneys fees and other expenses of litigation and settlement arising from, or on account of, claims made against the United States or the State based on negligent or other wrongful acts or omissions of Respondent, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this AOC. Neither the United States nor the State of California shall be held out as a party to any contract entered into by or on behalf of Respondent in carrying out activities pursuant to this AOC. Neither the Respondent nor any such contractor shall be considered an agent of the United States or the State.

b. The United States and the State of California shall give Respondent written notice of any claim for which the United States or the State plan to seek

indemnification pursuant to Paragraph 65.a. The United States and/or the State shall consult with Respondent and Respondent's legal counsel prior to settling each claim.

66. Subject to Paragraph 100 of this AOC, Respondent waives all claims against the United States and the State of California for damages or reimbursement or for set-off of any payments made or to be made to the United States or DTSC arising from or on account of any contract, agreement, or arrangement between Respondent and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays. In addition and subject to Section XXXI, Paragraph 100 of this AOC, Respondent shall indemnify and hold harmless the United States and the State of California with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between Respondent and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

67. No later than 15 days before commencing any on-Site Work, Respondent shall secure, and shall maintain until the first anniversary of EPA's final Certification of Completion of the Remedial Action pursuant to Section XVII (Certification of Completion) comprehensive general liability insurance with limits of five million dollars, combined single limit, and automobile liability insurance with limits of 1 million dollars, combined single limit, naming the United States and the State of California as additional insureds. In addition, for the duration of this AOC, Respondent shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Respondent in furtherance of this AOC. Prior to commencement of the Work under this AOC, Respondent shall provide to EPA and DTSC certificates of such insurance and a copy of each insurance policy. Respondent shall resubmit such certificates and copies of policies each year on the anniversary of the Effective Date. If Respondent demonstrates by evidence satisfactory to EPA and DTSC that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering the same risks but in a lesser amount, then, with respect to that contractor or subcontractor, Respondent need provide only that portion of the insurance described above which is not maintained by the contractor or subcontractor.

XXI. Force Majeure

68. "Force Majeure", for purposes of this AOC is defined as any event arising from causes beyond the control of the Respondent, of any entity controlled by Respondent, or of Respondent's contractors that delays or prevents the performance of any obligation under this AOC despite Respondent's best efforts to fulfill the obligation, The requirement that the Respondent exercise best efforts to fulfill the obligation includes using best efforts to anticipate any potential force majeure event

and best efforts to address the effects of any potential force majeure event (1) as it is occurring and (2) following the potential force majeure event, such that the delay is minimized to the greatest extent possible.

a. Subject to Section VIII, Paragraph 17, the Army's failure or refusal to provide ESCA funds for performance of the Work shall constitute a force majeure. Additionally, the Army's failure or refusal to provide ESCA funds specifically for payment of EPA's or DTSC's Response Costs, absent cause by or the fault of Respondent, shall be considered a force majeure event. A court-ordered injunction or stop work order related to any Work required by this AOC may be considered a force majeure event with respect to that part of the Work affected by the injunction or stop work order.

b. "Force Majeure" does not include financial inability to complete the Work, or a failure to attain the Performance Standards. "Force Majeure" shall not include any delays caused by any disputes or litigation between the Army and Respondent or any successor in title to the Site or a portion of it.

69. If any event occurs or has occurred that may delay the performance of any obligation under this AOC, whether or not caused by a force majeure event, the Respondent shall notify orally EPA's Project Coordinator and DTSC's Project Coordinator or, in his or her absence, their Alternate Project Coordinators or, in the event both of EPA's designated representatives are unavailable, the Federal Facilities and Site Cleanup Chief, EPA Region 9 within 48 hours of when Respondent first knew that the event might cause a delay. Within 14 days thereafter, Respondent shall provide in writing to EPA and DTSC an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; the Respondent' rationale for attributing such delay to a force majeure event if they intend to assert such a claim; and a statement as to whether, in the opinion of the Respondent, such event may cause or contribute to an endangerment to public health, welfare or the environment. The Respondent shall include with any notice all available documentation supporting their claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude Respondent from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. Respondent shall be deemed to know of any circumstance of which Respondent, any entity controlled by Respondent, or Respondent's contractors knew or should have known.

70. If EPA, after consultation with DTSC, agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this AOC that are affected by the force majeure event will be extended by EPA, after consultation with DTSC, for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected

by the force majeure event shall not, of itself, extend the time for performance of any other obligation. If EPA, after consultation with DTSC, does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, EPA will notify the Respondent in writing of its decision. If EPA, after consultation with DSTC, agrees that the delay is attributable to a force majeure event, EPA will notify the Respondent in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

71. If the Respondent elects to invoke the dispute resolution procedures set forth in Section XXIII (Dispute Resolution), it shall do so no later than 15 days after receipt of EPA's notice. In any such proceeding, Respondent shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Respondent complied with the requirements of Paragraphs 69 and 70, above. If Respondent carries this burden, the delay at issue shall be deemed not to be a violation by Respondent of the affected obligation of this AOC identified to EPA.

XXII. EPA and DTSC Dispute Process

72. If disagreements or disputes arise during the consultation process between EPA and DTSC under this AOC, EPA and DTSC agree to use the process outlined in this Paragraph. Disputes DTSC may have concerning the approval of certain primary documents as defined in the FFA or the FFA Amendment and remedy selection decisions will be handled in accordance with the FFA Amendment. EPA and DTSC shall, whenever possible, make decisions by consensus at the Project Coordinator level. In the event a consensus decision cannot be reached by the EPA and DTSC Project Coordinators concerning the approval of a document or deliverable required by this AOC, a meeting or telephone conference shall be scheduled and held within five (5) days of DTSC raising the dispute among EPA and DTSC Project Coordinators and their supervisors/managers to reach a consensus decision. If consensus cannot be reached by the supervisors/managers, the dispute shall be immediately elevated to the EPA Region 9 Director of the Superfund Division and DTSC Deputy Director for Site Mitigation and Brownfields Reuse, who shall meet or confer by telephone within ten (10) days of the meeting or telephone conference discussed above in an attempt to resolve the dispute through consensus. If no consensus can be reached, the decision applicable to Respondent shall be the final decision made by the EPA Region 9 Director. By agreeing to this decision making process, DTSC does not waive any right or claim it may have for relief, and reserves any authority it may have under federal or state law to require hazardous waste cleanups compliant with such law.

XXIII. Dispute Resolution

73. Unless otherwise expressly provided for in this AOC, the dispute resolution

procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this AOC. However, the procedures set forth in this Section shall not apply to actions by the EPA to enforce obligations of the Respondent that have not been disputed in accordance with this Section. Additionally, this Section shall not apply to disputes regarding DTSC's Future Response Costs; such disputes will be addressed in accordance with Paragraph 64 above.

74. Any dispute which arises under or with respect to an EPA decision under this AOC shall in the first instance be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations shall not exceed 20 days from the time the dispute arises, unless it is modified by written agreement of the parties to the dispute. The dispute shall be considered to have arisen when Respondent sends the other parties a written Notice of Dispute. The written Notice of Dispute shall be transmitted to the other parties within fifteen (15) days of the time that the dispute arises, or the right to informal dispute resolution shall be considered waived. In the event that the parties cannot resolve a dispute informally, the position advanced by EPA shall be binding unless formal dispute resolution is invoked under Paragraph 75.

75. Statements of Position: In the event that the parties cannot resolve a dispute by informal negotiations under the preceding Paragraph, within 14 days after the conclusion of the informal negotiation period, Respondent invokes the formal dispute resolution procedures of this Section by serving on the EPA a written Statement of Position on the matter in dispute, including, but not limited to, any factual data, analysis or opinion supporting that position and any position and any supporting documentation relied upon by the Respondent.

76. Within 21 days after receipt of Respondent's Statement of Position, EPA will serve on all other parties its Statement of Position, including, but not limited to, any factual data, analysis, or opinion supporting that position and all supporting documentation relied upon by EPA. Within 7 days after receipt of EPA's Statement of Position, Respondent may submit a Reply. DTSC may also file a Statement of Position on the disputed matter no later than 7 days from receipt of EPA's Statement of Position for EPA's consideration.

77. Following receipt of all statements to be submitted pursuant to Paragraph 76 the Director of the Superfund Division, EPA Region 9 will issue a final decision resolving the dispute. The Superfund Division Director's decision shall be binding on the Respondent.

78. The invocation of formal dispute resolution procedures under this Section shall not extend, postpone or affect in any way any obligation of the Respondent under this AOC, not directly in dispute, unless EPA, after consultation with DTSC, agrees otherwise. Stipulated penalties with respect to the disputed matter shall continue to accrue but payment shall be stayed pending resolution of the dispute as provided in Paragraph 84. Notwithstanding the stay of payment, stipulated penalties shall

accrue from the first day of noncompliance with any applicable provision of this AOC. In the event that the Respondent does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XXIV (Stipulated Penalties).

XXIV. Stipulated Penalties

79. Respondent shall be liable for stipulated penalties in the amounts set forth in Subparagraphs 79a and 79b to EPA and the State of California, with 50% of such penalties to be paid to EPA and 50% to DTSC, for failure to comply with the requirements of this AOC specified below, unless excused under Section XXI (Force Majeure). "Compliance" by Respondent shall include completion of the activities under this AOC or any work plan or other plan approved under this AOC identified below in accordance with all applicable requirements of law, this AOC, the SOW, and any plans or other documents approved by EPA pursuant to this AOC and within the specified time schedules established by and approved under this AOC.

a. Stipulated Penalty Amounts – Work, including Payment of EPA Response Costs

The following stipulated penalties shall accrue per violation per day for any noncompliance as identified in Subparagraph (i):

Penalty Per Violation Per Day	Period of Noncompliance
$500	1st through 14th day
$1,500	15th through 30th day
$15,000	31st day and beyond

(i) Compliance Milestones.

(1) Summary of Existing Data Report

(2) RI/FS Workplan(s)

(3) Remedial Investigation Report(s)

(4) Quality Assurance Project/Sampling Plans

(5) Feasibility Report(s)

(6) Remedial Design Workplan(s)

(7) Remedial Design Document(s)

(8) Construction QA/QC Plan(s)

(9) Remedial Action Workplan(s)

(10) Remedial Action Completion Report(s)

(11) Removal Action Workplan(s)

(12) Removal Action Completion Reports (After action Reports)

(13) Institutional Control Implementation Plan(s);

(14) Late Payment of EPA and DTSC Response Costs;

b. Stipulated Penalty Amounts – Reports and Other Violations

The following stipulated penalties shall accrue per violation per day for failure to submit timely or adequate reports or other written documents not listed in Subparagraph a. above, and any other violation of this AOC:

Penalty Per Violation Per Day	Period of Noncompliance
$250	1st through 14th day
$1,000	15th through 30th day
$10,000	31st day and beyond

80. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue: (1) with respect to a deficient submission under Section XIV (EPA Approval of Plans and Other Submissions), during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Respondent of any deficiency; (2) with respect to a decision by the Director of the Superfund Division, EPA Region 9, under Paragraph 77 of Section XXIII (Dispute Resolution), during the period, if any, beginning on the 21st day after the date that Respondent's reply to EPA's Statement of Position is received until the date that the Director issues a final decision regarding such dispute. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this AOC.

81. Following EPA's determination that Respondent has failed to comply with a requirement of this AOC. EPA may give Respondent written notification of the same and describe the noncompliance. EPA may send the Respondent a written demand for the payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified the Respondent of a violation.

82. All penalties accruing under this Section shall be due and payable within 30 days of the Respondent's receipt from EPA of a demand for payment of the penalties, unless Respondent invokes the Dispute Resolution procedures under Section XXIII (Dispute Resolution). All payments to EPA under this Section shall be paid by

certified or cashier's check(s) made payable to "EPA Hazardous Substances Superfund" shall be mailed to U.S. Environmental Protection Agency Attn: Region 9 Receivables P.O. Box 37109M, Pittsburgh PA 15262-0001, shall indicate that the payment is for stipulated penalties, and shall reference the EPA Region and Site/Spill ID #QJ. Copies of check(s) paid pursuant to this Section, and any accompanying transmittal letter(s), shall be sent to the EPA as provided in Section XXXIV (Notices and Submissions). All payments to DTSC under this Section shall be due and payable within 30 days of the Respondent's receipt from DTSC of a demand for payment of the penalties, unless Respondent invokes the Dispute Resolution procedures under Section XIX (Dispute Resolution). All payments to DTSC under this section shall be paid by cashier's or certified check made payable to "DTSC," and shall bear on the face the Docket number of this Order. Payments shall be sent to:

Department of Toxic Substances Control
Accounting/Cashier
1001 I Street, 21st Floor
P.O. Box 806
Sacramento, CA 95812-0806

83. The payment of penalties shall not alter in any way Respondent's obligation to complete the performance of the Work required under this AOC.

84. Penalties shall continue to accrue as provided in Paragraph 80 during any dispute resolution period, but need not be paid until the following: If the dispute is resolved by agreement, or by a decision of EPA, accrued penalties determined to be owing shall be paid to EPA within 15 days of the agreement or the receipt of EPA's decision or order.

85. If Respondent fails to pay stipulated penalties when due, EPA may institute proceedings to collect the penalties, as well as interest. Respondent shall pay Interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 82.

86. Nothing in this AOC shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this AOC or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Section 106(b) of CERCLA, 42 U.S.C. Section 9606(b) provided, however, that EPA shall not seek civil penalties pursuant to Section 106(b) of CERCLA for any violation for which a stipulated penalty is provided herein, except in the case of a willful violation of the AOC.

87. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this AOC.

XXV. Certification

88. By entering into this AOC, Respondent certifies that to the best of its knowledge and belief it has fully and accurately disclosed to the United States all information known to it and all information in the possession or control of its officers, directors, employees, contractors and agents which relates to Respondent causing or contributing to a release or threat of release of hazardous substances or pollutants or contaminants at the Site. Respondent also certifies to the best of its knowledge and belief it has not caused or contributed to a release or threat of release of hazardous substances or pollutants or contaminants at Site. If the United States discovers that Respondent may be a potentially responsible party for contamination at the Site, or that Respondent is not eligible for the covenants under Section 120(h)(3) of CERCLA, 42 U.S.C. § 9620(h)(3), within the sole discretion of EPA, this AOC shall be null and void and EPA reserves all rights it may have.

XXVI. Covenant Not to Sue by EPA

89. In consideration of the actions that will be performed and the payments that will be made by Respondent under the terms of this AOC, for so long as Respondent is in compliance with this AOC, and except as otherwise specifically provided in this AOC, EPA covenants not to sue or to take administrative action against Respondent pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a) for the Work performed under this AOC and for recovery of EPA's Response Costs. This covenant not to sue shall take effect upon the Effective Date and is conditioned upon the complete and satisfactory performance by Respondent of all obligations under this AOC, including, but not limited to, payment of EPA Response Costs pursuant to Section XIX. This covenant not to sue extends only to Respondent and does not extend to any other person.

XXVII. Reservation of Rights by EPA

90. Except as specifically provided in this AOC, nothing herein shall limit the power and authority of EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing herein shall prevent EPA from seeking legal or equitable relief to enforce the terms of this AOC, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring Respondent in the future to perform additional activities pursuant to Section X of this AOC, CERCLA or any other applicable law.

91. The covenant not to sue set forth in Section XXVI above does not pertain to any matters other than those expressly identified therein. EPA reserves, and this AOC is without prejudice to, all rights against Respondent with respect to all other matters, including, but not limited to:

a. claims based on a failure by Respondent to meet a requirement of this AOC, other than a failure resulting from an innocent default as provided in Section XXXII of this AOC;

b. liability based on Respondent's transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal of Waste Material at or in connection with the Site, other than as provided in a ROD, this AOC, or otherwise ordered by EPA, after signature of this AOC by the Respondent;

c. criminal liability;

d. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

e. liability arising from the past, present, or future disposal, release or threat of release of Waste Materials outside of the Site;

f. liability for violations of federal, state, or local law or regulations which occur during or after implementation of Removal or Remedial Actions at the Site, and

g. liability prior to the Site-Wide Certification of Completion of the Remedial Action, for additional response actions that EPA determines are necessary to achieve Performance Standards.

XXVIII. Covenant not to Sue by DTSC

92. In consideration of the actions that will be performed and the payments that will be made by Respondent under the terms of this AOC, for so long as Respondent is in compliance with this AOC, and except as otherwise specifically provided in this AOC, DTSC covenants not to sue or take administrative action against Respondent pursuant to Section 107(a) of CERCLA, 42 U.S.C. §9607(a) for the Work performed under this AOC and for recovery of DTSC's Response Costs. This covenant not to sue shall take effect upon the Effective Date and is conditioned upon the complete and satisfactory performance by Respondent of all obligations upon the complete and satisfactory performance by Respondent of all obligations under this AOC, including, but not limited to, payment of DTSC's Response Costs pursuant to Section XIX. This covenant not to sue extends only to Respondent and does not extend to any other person.

XXIX. Reservation of Rights by DTSC

93. DTSC's Reservations of Rights: The covenant not to sue by DTSC set forth in

Section XXVIII does not pertain to any matters other than those expressly identified therein. DTSC reserves, and this Order is without prejudice to, all rights against Respondent with respect to all other matters, including but not limited to:

a. claims based on a failure by Respondent to meet a requirement of this AOC, other than a failure resulting from an innocent default as provided in Section XXXII of this AOC;

b. liability for costs incurred or to be incurred by DTSC that are not reimbursed by Respondent pursuant to this Order;

c. liability based on Respondent's transportation, treatment, storage, or disposal or the arrangement for the transportation, treatment, storage, or disposal of Waste Material at or in connection with the Site, other than as provided in a ROD, this AOC, or otherwise ordered by EPA, after signature of this AOC by the Respondent;

d. criminal liability;

e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

f. liability arising from the past, present, or future disposal, release, or threat of release of hazardous substances outside of the Site; and

g. liability for violations of local, state or federal law or regulations which occur during or after implementation of Removal or Remedial Actions at the Site.

XXX. Covenant by Respondent

94. Respondent covenants not to sue and agrees not to assert any claims or causes of action against the United States and the State, or their contractors or employees, with respect to the Work, Response Costs, or this AOC, including, but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. subject to Paragraph 100 of this AOC, any claims against the United States, including any department, agency or instrumentality of the United States under CERCLA Sections 107 or 113 related to the Work required by this AOC and the ESCA, or

c. subject to Paragraph 100 of this AOC, any claim arising out of the Work or

arising out of the response actions for which the Response Costs have or will be incurred, including any claim under the United States Constitution, the State Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law.

95. These covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraph 91 (b), (c), (d), and (e), (f) - (g) , but only to the extent that Respondents' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

96. Nothing in this AOC shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

97. The Respondent reserves, and this AOC is without prejudice to, claims against the United States, subject to the provisions of Chapter 171 of Title 28 of the United States Code, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his office or employment under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. However, any such claim shall not include a claim for any damages caused, in whole or in part, by the act or omission of any person, including any contractor, who is not a federal employee as that term is defined in 28 U.S.C. §2671; nor shall any such claim include a claim based on EPA's selection of response actions, or the oversight or approval of the Respondent' plans or activities. The foregoing applies only to claims which are brought pursuant to any statute other than CERCLA and for which the waiver of sovereign immunity is found in a statute other than CERCLA.

XXXI. Other Claims

98. By issuance of this AOC, the United States, including EPA and the State, assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondent.

99. No action or decision by EPA or DTSC pursuant to this AOC, including remedy selection by the Army and EPA, shall give rise to any right to judicial review, except in accordance with Paragraph 95 above. Respondent waives any right it may have to bring an action under Section 310 of CERCLA, 42 U.S.C. §9659, related to any response action to be performed under this AOC on the Site.

100. Nothing in this AOC limits, bars, waives or otherwise impairs any of Respondent's, including its contractors' or subcontractors', or the Army's rights, claims, or defenses under the ESCA. Except as specifically provided and agreed to in this

AOC, including but not limited to: Respondent's commitment to perform the Work; meet all of its obligations under this AOC; and waive its right to challenge any remedy decision related to the Site, nothing in this AOC is intended to limit, bar, waive, or otherwise impair any of Respondent's rights, claims, or defenses against the Army related to Army Obligations, including any rights, claims, or defenses under CERCLA Sections, 107, 113, 120(h), or 310, 42 U.S.C. §§ 9607, 9613, 9620(h), or 9659, or Section 330 of the 1993 Defense Authorization Act related to the Site.

XXXII. Contribution

101. Nothing in this Agreement precludes the United States, the State or Respondent from asserting any claims, causes of action, or demands for indemnification, contribution, or cost recovery against any person not a party to this AOC, including any claim Respondent may have pursuant to Section 107(a)(4)(B). Nothing herein diminishes the right of the United States, pursuant to Sections 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

102. In the event of a suit or claim for contribution brought against Respondent, notwithstanding the provisions of Section 107(r)(1) of CERCLA, 42 U.S.C. § 9607(r)(1), with respect to response costs related to the Site (including any claim based on the contention that Respondent is not a bona fide prospective purchaser, or has lost its status as a bona fide prospective purchaser), the Parties agree that this AOC shall then constitute an administrative settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C.§ 9613(f)(2), and that Respondent would be entitled, from the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this AOC. The "matters addressed" in this AOC is the Work required under this AOC and all response costs incurred or to be incurred by the United States, DTSC, or by any other person with respect to contamination existing on the Site as of the Effective Date.

103. In the event Respondent were found, in connection with any action or claim it may assert to recover costs incurred or to be incurred with respect to the Site, not to be a BFPP, or to have lost its status as a BFPP, the Parties agree that this AOC shall then constitute an administrative settlement within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), pursuant to which Respondent has resolved its liability for the Work required under this AOC and all response costs incurred or to be incurred by the United States, DTSC, or by any other person with respect to contamination existing on the Site as of the Effective Date.

104. Respondent agrees that with respect to any suit or claim brought by it for matters related to this AOC it will notify the United States and the State in writing no later than 60 days prior to the initiation of such suit or claim.

105. Respondent also agrees that with respect to any suit or claim for contribution brought against it for matters related to this AOC it will notify in writing EPA and DTSC within 10 days of service of the complaint on it.

XXXIII. Noncompliance, Stop Work and Default Determinations

106. Respondent shall perform and complete all necessary Response Actions at the Site (except for Army Obligations) in accordance with CERCLA, the NCP, ARARs not otherwise waived and relevant guidance.

107. Notices of Noncompliance and Stop Work Following EPA's determination, after consultation with DTSC, that Respondent has failed to comply with a requirement of this AOC, EPA may give Respondent written notification of the same, with a copy to DTSC, and describe the noncompliance ("Notice of Noncompliance"). EPA may also give Respondent written notification that Respondent should stop work on all or any portion of its Response Action activities at the Site until EPA determines that Respondent has remedied such noncompliance ("Notice to Stop Work"). Upon receipt of a Notice to Stop Work, Respondent shall immediately stop work on all or any portion of its Response Action activities at the Site as specified in such notice, and shall remedy the noncompliance. Respondent shall resume such Response Action activities only upon receipt of written notification from EPA, after consultation with DTSC that Respondent may proceed with such activities as specified in the notification.

108. a. Finding of Default: EPA, after consultation with DTSC, may determine that a Default has occurred in one or more of the following situations: (i) EPA has issued to Respondent two or more Notices of Noncompliance for significant noncompliance, with or without accompanying Notices to Stop Work, pursuant to Paragraph 107: (ii) EPA determines that Respondent is implementing the Work in a manner that may cause endangerment to human health or the environment; (iii) EPA determines that Respondent effectively has ceased to perform all or a portion of the Work for any reason, including if EPA has determined that Respondent has a Force Majeure event in accordance with Section XXI such that Respondent cannot complete performance of its obligation under this AOC; (iv) Respondent misappropriates or misuses funds received under the ESCA; (v) Respondent is seriously deficient or late in its performance of the Work; or (vi) no successor to Respondent is approved by EPA pursuant to Paragraph 5 of this AOC. Prior to issuance of a Finding of Default, EPA shall provide Respondent in writing (with copies to the Army and DTSC) with a Notice of Intent to Default and of the proposed basis for issuing a Finding of Default. Respondent may dispute the Notice of Intent to Default, in accordance with the process provided in Section XXIII (Dispute Resolution). In the event of an EPA determination that a Default has occurred, either without Respondent having invoked the Dispute Resolution process in Section XXIII, or following the conclusion of such Dispute Resolution process, EPA will send

Respondent a written Finding of Default, with copies to the Army and DTSC. The Finding of Default will provide the basis for EPA's determination and will specify whether Respondent may continue to perform the Work while the Army prepares to resume Response Action activities under the FFA.

b. Innocent Default: An innocent default may occur if the Army fails or refuses to provide ESCA funds under the conditions described in Section VIII, Paragraph 17, which includes failure or refusal to provide funds for EPA and DTSC Response Costs in the absence of cause by or fault of Respondent as determined under the ESCA. An innocent default occurs when Respondent seeks relief under Section XXI, Force Majeure, and EPA, after consultation with DTSC, determines there was a Force Majeure event. Such innocent default event may result in a Finding of Default and termination of this AOC in which event Respondent will not be in violation of the AOC or subject to enforcement of its terms.

109. Within thirty (30) days of Respondent's receipt of the Finding of Default, or such other time period specified by EPA, Respondent shall cease performance of the Work and the Army shall resume all Response Actions activities at the Site under the FFA and the FFA Amendment.

110. In the event that Army resumes performance of Response Action activities under the FFA, Respondent shall fully cooperate in the orderly transfer of responsibilities for performance of the Work to the Army.

XXXIV. Access to Information

111. Respondent shall provide to EPA and DTSC upon request, copies of all documents and information within their possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this AOC, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. Respondent shall also make available to EPA and DTSC for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

a. Business Confidential and Privileged Documents

Respondent may assert business confidentiality claims covering part or all of the documents or information submitted to EPA and DTSC under this AOC to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b) and California law. Documents or information determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted

to EPA and DTSC or if EPA has notified Respondent that the documents or information are not confidential under the standards of Section 104(e) (7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such documents or information without further notice to Respondent.

b. The Respondent may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Respondent assert such a privilege in lieu of providing documents, they shall provide the EPA and DTSC with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the contents of the document, record, or information: and (6) the privilege asserted by Respondent. However, no documents, reports or other information created or generated pursuant to the requirements of the AOC shall be withheld on the grounds that they are privileged.

c. No claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XXXV. Retention of Records

112. Until 10 years after the Respondent's receipt of EPA's notification pursuant to Paragraph 57 of Section XVII (Certification of Completion of the Work), Respondent, or its successor, shall preserve and retain all non-identical copies of the last draft or final version of any documents or records (including documents or records in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to the performance of the Work, provided, however, that Respondent (and its contractors and agents) must retain, in addition, copies of all data generated during the performance of the Work and not contained in the aforementioned documents required to be retained. Each of the above record retention requirements shall apply regardless of any corporate retention policy to the contrary.

113. At the conclusion of this document retention period, Respondent, or its successor, shall notify EPA and DTSC at least 90 days prior to the destruction of any such records or documents, and, upon request by EPA or DTSC, Respondent shall deliver any such records or documents to EPA and DTSC. The Respondent may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Respondent asserts such a privilege, they shall provide the EPA and DTSC with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the

document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by Respondent. However, no documents, reports or other information created or generated pursuant to the requirements of the AOC shall be withheld on the grounds that they are privileged.

XXXVI. Notices and Submissions

114. Whenever, under the terms of this AOC, written notice is required to be given or a report or other document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. All notices, reports, or other documents required to be provided to EPA under this AOC, if the AOC does not specify a named agency official, shall be distributed to the EPA Project Coordinator, e.g., RPM. Respondent shall send one hard copy and one electronic format copy of the notice, report, or other document to the EPA RPM, and one hard copy to EPA's designated contractor. All notices and submissions shall be considered effective upon receipt, unless otherwise provided. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the AOC with respect to EPA, DTSC, and the Respondent, respectively.

As to the EPA:

Michael Montgomery, Chief
Federal Facilities and Site Clean-up Branch
U.S. Environmental Protection Agency
Region 9
75 Hawthorne Street
San Francisco, CA 94105

Judy Huang
EPA Project Coordinator
U.S. Environmental Protection Agency Region 9
75 Hawthorne Street
San Francisco, CA 94105

David Wood
Superfund Accounting (PMD)
U.S. Environmental Protection Agency
Region 9
75 Hawthorne Street
San Francisco, CA 94105

As to the California Department of Toxic Substances:

Anthony J. Landis, P.E.
Supervising Hazardous Substances Engineer II
Cal Center Cleanup Program
Department of Toxic Substance
8800 Cal Center Drive
Sacramento, CA 98526-3200

Roman Racca
Project Coordinator
DTSC
8800 Cal Center Drive
Sacramento, CA 95746

As to the Respondent:

Kristy Reimer
Respondent's Project Coordinator
LFR Offices
1900 Powell St., 12th Floor
Emeryville, CA 94608

Michael A. Houlemard, Jr.
Executive Officer
Fort Ord Reuse Authority
100 12th Street, Building 2880
Marina, CA 93933

Barry P. Steinberg
Kutak Rock LLP
1101 Connecticut Ave. NW
Suite 1000
Washington, D.C. 20036

XXXVII. Appendices

115. The following appendices are attached to and incorporated into this AOC:

Appendix A – Site Map

Appendix B – Statement of Work

XXXVIII. Community Relations

116. Respondent shall propose to EPA its participation in the community relations plan to be developed by Army if such services are not specified in the ESCA. EPA, after

consultation with DTSC, will determine the appropriate role for the Respondent under the Plan if Respondent's role is not specified in the ESCA. Respondent shall also cooperate with EPA and DTSC in providing information regarding the Work under this AOC to the public. As requested by EPA, Respondent shall participate in the preparation of such information for dissemination to the public and in public meetings which may be held or sponsored by EPA and/or DTSC to explain activities at or relating to the Site or the Work being conducted under this AOC.

XXXIX. Modifications

117. EPA, after consultation with DTSC, may determine that in addition to tasks defined in the SOW, or initial approved work plans, other additional work may be necessary to accomplish the objectives of any response action conducted under this AOC. EPA may request in writing Respondent to perform these response actions and Respondent shall confirm its willingness to perform the additional work, in writing, to EPA and DTSC within 14 days of receipt of EPA's request, or Respondent may invoke dispute resolution in accordance with Section XXIII. Subject to EPA resolution of any dispute, Respondent shall implement the additional tasks which EPA determines are necessary. Any other requirements of this AOC may be modified in writing by mutual agreement of the parties.

118. If Respondent seeks permission to deviate from any approved work plan or schedule or the Statement of Work, Respondent's Project Coordinator shall submit a written request to EPA with a copy to DTSC for approval outlining the proposed modification and its basis. Respondent may not proceed with the requested deviation until receiving written approval from the EPA Project Coordinator, after consultation with the DTSC Project Coordinator.

119. No informal advice, guidance, suggestion, or comment by the EPA Project Coordinator or other EPA representatives regarding reports, plans, specifications, schedules, or any other writing submitted by Respondent shall relieve Respondent of its obligation to obtain any formal approval required by this AOC, or to comply with all requirements of this AOC, unless it is formally modified by consent of all parties.

XL. Public Comment

120. This AOC shall be subject to a thirty day public comment period. After close of the public comment and consideration of comments received, EPA may modify or withdraw its consent to this AOC if comments received disclose facts or considerations which indicate that this AOC is inappropriate, improper or inadequate. Likewise, DTSC may withdraw from the AOC if comments received indicate its participation in it is not appropriate.

XLI. Effective Date

121. This Order shall be effective when EPA issues written notice to Respondent that each of the following conditions to effectiveness have been met: a) expiration of the public notice and comment period on this AOC, and EPA's determination that comments received, if any, do not require EPA to modify or withdraw from this Order; b) completion of the public comment period on the FOSET and EPA's approval of the Covenant Deferral Request after concurrence by the State, and c) the execution and effectiveness of the ESCA, Covenant Deferral Request, and the FFA Amendment.

It is so Agreed this 4th day of January, 2007.

Kathleen Johnson, Chief
Federal Facilities and Site Cleanup Branch
U.S. Environmental Protection Agency
Region 9
75 Hawthorne Street
San Francisco, CA 94105

It is so Agreed this 18th day of April, 2007.

Matthew J. McKeown
Acting Assistant Attorney General
Environment and Natural Resources Section
U.S. Department of Justice
Washington, D.C. 20530

ADMINISTRATIVE ORDER ON CONSENT
FOR CLEANUP OF PORTIONS OF THE FORMER FORT ORD

It is so Agreed this 4 day of January, 2007.

Anthony J. Landis, P.E.
Chief, Northern California Operations
Office of Military Facilities
California Department of Toxic
Substances
8800 Cal Center Drive
Sacramento, CA 95826-3200

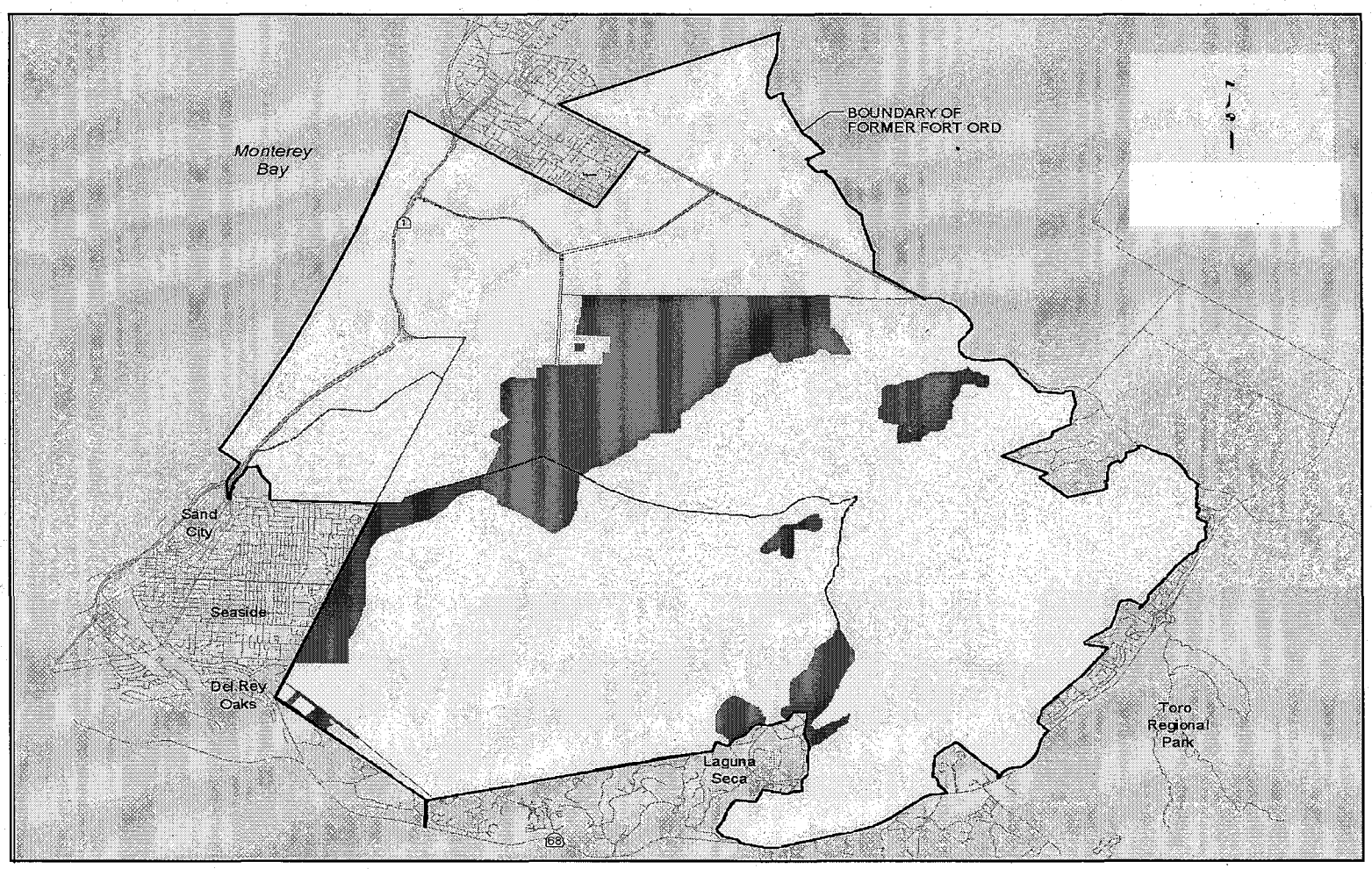
It is so agreed this 20th day of December, 2006.

For Respondent Fort Ord Reuse Authority

Michael A. Houlemard, Jr.
Executive Officer
Fort Ord Reuse Authority
100 12th Street, Bldg. 2880
Marina, California 93933

Appendix A

Site Map
Administrative Order on Consent for Cleanup of Portion of the Former Fort Ord



Area Subject to this Administrative Order on Consent

APPENDIX B

STATEMENT OF WORK

ADMINISTRATIVE ORDER ON CONSENT FOR RI/FS AND RD/RA FOR CLEANUP OF PORTIONS OF THE FORMER FORT ORD

PURPOSE

The primary purposes of this Statement of Work ("SOW") are: (1) to implement the Administrative Order on Consent for Cleanup of Portions of the Former Fort Ord ("AOC"), Docket No. R9-2007-003; (2) facilitate and expedite removal actions, if appropriate or necessary, and implementation of controls on munitions and explosives of concern; and (3) expedite the characterization, assessment of risks of explosive hazards, feasibility study, cleanup alternatives analysis, and performance of cleanup of hazardous substances, including but not limited to, Munitions and Explosives of Concern ("MEC"), which pose an unacceptable risk to human health and the environment at the Site, excluding Army Obligations.

The Parties acknowledge that, based on existing information, the primary contaminant of concern that is known or suspected of being released on the Site is MEC. However, should evidence of a release or a potential of a release of another hazardous substances be discovered or identified, Respondent shall investigate, characterize, assess the risks, and, if necessary, remediate such releases in accordance with the AOC and this SOW, unless the release involves contaminants and or media that the Army has retained responsibility for under the Environmental Services Cooperative Agreement ("ESCA") and Amendment No. 1 to the 1990 Federal Facility Agreement ("FFA Amendment"). The Work to be completed under this SOW shall include preparation, delivery, and implementation of the following:

Task 1	**Project Scoping Meeting**	**14 days after effective date AOC**
Task 2	**Summary of Existing Data Report (SEDR)**	**60 days after scoping meeting**

Sub Task 2.1 - Site overview
Sub Task 2.2 - Site Characterization.
Sub Task 2.2 - Data Evaluation
Sub Task 2.3 - Identification of Data Gaps
Sub Task 2.4 - Preliminary Assessment of Risk
Sub Task 2.5 - Parcel Classification

Task 3	**Remedial Investigation / Feasibility Study Workplan**	**60 days after approval of SEDR**

Sub Task 3.1 Sampling and Analysis Plan, MEC primarily but shall provide for HTRW, if discovered or suspected (Quality Assurance/Quality Control Plan)

Sub Task 3.2 Health and Safety Plan, including Occupational Hazard Assessment

Task 4	**Remedial Investigation Report (RI)**	**180 days after approval of RI/FS Workplan**

Sub Task 4.1 - Nature and Extent of Contamination
Sub Task 4.2 - Baseline Risk Assessment

Task 5	**Feasibility Study Report**	**120 days after Final RI**

Sub Task 5.1 Development of Alternatives
Sub Task 5.2 Refine & Document RAOs
Sub Task 5.3 Preliminary Identification of ARARs
Sub Task 5.4 Develop General Response Actions
Sub Task 5.5 Detailed Analysis of Alternatives
Sub Task 5.6 Scoping meeting to identify preferred alternative

(Proposed Plan and Record of Decision (ROD) shall be prepared by the U.S. Army)

Task 6	**Remedial Design/Remedial Action**	**60 days after ROD signed**

Sub Task 6.1 Remedial Design Scoping Document
Sub Task 6.2 Remedial Design Work Plan
Sub Task 6.3 Remedial Action Work Plan(s)
Sub Task 6.4 Remedial Action Progress Meetings
Sub Task 6.5 Pre-final Construction Inspection
Sub Task 6.6 Final Construction Inspection

Task 7	**Institutional Controls Implementation Plan**	**90 days after ROD signed**
Task 8	**Operation and Maintenance Plan**	**90 days after ROD signed**
Task 9	**Remedial Action Completion Report**	**90 days after determination that all Performance Standards achieved, etc.**

Task 10 Removal Action Work Plans and Implementation, if requested.

(Action Memoranda shall be prepared by the U.S. Army)

Sub Task 10.1 Implementation of Existing Non-Time Critical Removal Actions (NTCRAs)

Sub Task 10.2 Development and Approval of Work Plan(s) for New Time Critical Removal Actions and/or NTCRAs

Task 1 **Project Scoping Meeting (Due within 14 Days of the Effective Date of the AOC):** The Respondent shall attend a project scoping meeting with EPA and California Department of Toxic Substances Control (DTSC). The purpose of the meeting shall be for Respondent to describe its proposed approach to complying with the AOC, in particular, the Work to be Performed Section and this SOW. The following topics, at a minimum, should be addressed to initiate the Project Scoping (Task 1) process to determine the project objectives and associated data needs to reach project closeout: (i) developing Data Quality Objectives (DQOs); (ii) developing the initial Conceptual Site Model (CSM); (iii) evaluation of existing documentation to determine additional data needs for site characterization and subsequent remedial action decisions; (iv) how Removal Actions may be utilized for characterization; (v) whether Respondent intends to divide the Site into operable units or the RI and FS into more than one document; (v) how Respondent shall prioritize tasks/parcels; (vi) Respondent's preliminary schedule for accomplishing the RI and FS at each parcel; (vii) scoping a Baseline Risk Assessment (BRA); and (viii) contingencies for stop work or reprioritization of tasks or parcels due to unanticipated events.

The EPA and DTSC acknowledge that the Respondent intends to organize the work into four Operable Units. Each Operable Unit (OU) will be comprised of a collection of geographic areas currently designated by the Army as Map areas. The Respondent will proceed with the CERCLA process as outlined in this SOW at each OU in a series or a parallel manner as set forth in the project schedule contained in the approved Summary of Existing Data Report (SEDR). The timing of submittal of the required CERCLA documents will be developed by the Respondent and approved by the EPA, in consultation with DTSC, as part of the Project Scoping Meeting and documented in the SEDR. The schedule outlined below establishes the relationship of each of the document submittals relative to each other within each respective OU.

All engineering and geologic work shall be conducted in accordance with all applicable state and federal laws. If work should at any time require a so-qualified professional engineer and/or geologist or certified geophysicist, Respondent will retain a qualified professional engineer and/or geologist or certified geophysicist and submit to the EPA and DTSC:
a) the name and address of the project engineer/geologist chosen by the Respondent; and b) in order to demonstrate expertise in hazardous substance cleanup, the resume of the professional, and the statement of qualifications of the consulting firm responsible for the work. Respondent shall thereafter promptly notify the EPA and DTSC of any change in the identity of the Professional.

Task 2 **Summary of Existing Data Report (SEDR) (Due within 60 Days of the Scoping Meeting):** The Respondent shall provide EPA and DTSC a Draft

SEDR. The report shall summarize all HTW and MEC investigations, removal actions, After Action Reports, MEC incidents, and anticipated future uses of the ESCA parcels. This report will be used to focus the RI data gathering tasks and identify sites for potential Track 0, 1, 2, or 3 Records of Decision (If this is the approach Respondent proposes). The SEDR will provide a site overview, evaluation of existing data, identification of data gaps, preliminary assessment of risk, and parcel proposed future use.

Information in the SEDR will contain recommendations for further actions for the project. The SEDR Report shall be the basis for additional data gathering or response actions during the RI/FS.

Generally, the SEDR recommendations are:

- That no response action or no further response action is appropriate;
- That a response action is necessary;
- To collect additional data to fill data gaps; and/or
- To proceed with a Remedial Investigation (RI).

The SEDR should:

- Briefly describe the history and nature of waste handling and military munitions used;
- Describe known hazardous substances, including military munitions that are, or had been, suspected of being on particular parcels;
- Describe pathways of concern for MEC and other hazardous substances, and potential receptors;
- Briefly identify and describe current and future human population and environmental targets;
- Include the OU Specific Conceptual Site Models. The Respondent may group similar sites and provide a Conceptual Site Models for each group of sites.
- Evaluate whether any existing NTCRA may be applicable to its MEC removal scheme for the Site and/or each Operable
- Make a recommendation for next steps from list above, including any proposed NTCRA removal actions. In the event the Respondent proposes to organize the work into multiple OUs, the SEDR shall also include a discussion of the number of OUs proposed, the boundary of each OU, and the cleanup schedule of each OU.

Task 3 **RI/FS Workplan (Due within 60 days of approval of SEDR):** The Respondent shall submit a Draft RI/FS workplan (may be separated into RI and FS workplans) for the first OU or set of OUs to complete all work through the RI/FS as described in the Work to be Performed Section of the AOC and this SOW. The RI workplan shall propose a methodology to obtain the necessary information identified in the SEDR to characterize the nature and extent of MEC contamination in order to propose a preferred alternative at the Site

pursuant to CERCLA. The RI/FS workplan shall either 1) use the existing Fort Ord Ordnance and Explosive Risk Assessment Protocol or 2) propose a methodology to conduct an assessment of the explosive hazard(s) posed by the MEC through a CERCLA-like risk evaluation process (Explosives Safety Hazards Analysis (ESHA)). The ESHA model or the existing Fort ORD Ordnance and Explosive Risk Assessment protocol shall be used to evaluate explosive safety hazards to human health based on SEDR and RI data and future land use as identified in the Final Fort Ord Reuse Plan. **If applicable,** the RI/FS workplan shall include a process to evaluate potential risks to human health and environment from previously unproven chemical contamination, or at a minimum, the procedure to be followed in the event chemical contamination is discovered. The FS shall be used to evaluate potential alternatives to address HTRW and MEC risks and applicable and relevant and appropriate requirements ("ARARs"), pursuant to the CERCLA nine criteria.

The work plan shall comply with current EPA guidance for conducting an RI/FS under CERCLA. At a minimum it shall address the following areas:

- Physical characteristics of the property;
- Characteristics/classification of air, surface water, and groundwater;
- Characteristics of the military munitions (e.g., quantities, concentration, toxicity, hazard, persistence, mobility, depth, nature and extent, etc.);
- The extent to which the source(s) can be characterized;
- The best available detection technologies and discussion on the uncertainty of detection methods and equipment
- Actual and potential exposure pathways through environmental media;
- Actual and potential exposure routes (e.g., contact, inhalation and ingestion); and
- Other factors such as sensitive populations or behavior patterns that pertain to the characterization of the site or support the analysis of potential remedial action alternatives

Sub Task 3.1 Sampling & Analysis Plan **(RI/FS Guidance, Chap 2.3.2)**
Respondent will prepare sampling and analysis plans and submit them to EPA and DTSC for review along with the RI/FS Workplan. Respondent will prepare a sampling & analysis plan (SAP) to ensure that data collection and analytical activities are conducted in accordance with best available technology protocols. The SAP provides a mechanism for planning field activities and consists of a field sampling plan (FSP) and a quality assurance project plan (QAPP). These documents may be combined.

Quality Assurance/Quality Control (QA/QC): *EPA Requirements for Quality Assurance Project Plans (QA/R-5)* (EPA 2001).

- Quality Assessment Program is to be used by Respondents Quality Assessors to obtain objective evidence about UXO clearance operations.
- To verify/validate or evaluate clearance data against prescribed measures.

- To assure that an audit trail of data is collected, documented and maintained.
- To retain and preserve the integrity of the Quality Assessment data gathered during the process.

The FSP will define in detail the sampling and data-gathering methods that will be used on the project, by parcel, or sub-parcel. The quality assurance project plan (QAPP), shall describe policy, organization and functional activities, as well as data quality objectives. The QAPP shall include Quality Assurance (QA) and Quality Control (QC). QA is an integrated system of management activities involving planning, implementation, assessment, reporting, and quality improvement to ensure that a process, item, or service is of the type and quality needed to meet project requirements defined in the RI/FS Workplan. QC is the overall system of technical activities that measures the attributes and performance of a process, item, or service against defined standards to verify that they meet the stated requirements established in the RI/FS Workplan; operational techniques and activities that are used to fulfill requirements for quality.

Sub Task 3.2, Health and Safety Plan: Respondent shall prepare a Site-Specific Health and Safety Plan.

Task 4 RI Report (Due 180 days after approval of RI/FS Work Plan)

Sub Task 4.1 Describe the Nature & Extent of Contamination (RI/FS Guidance, Chap 3.2.4): Respondent shall gather the information necessary to describe the nature and extent of contamination. Respondent shall implement sampling that will generate and record information and data on contaminant distributions. In addition, Respondent shall collect the information and data necessary to assess contaminant fate and transport. Subsequent sampling events may be required. This process is continued until sufficient information and data are known to characterize the nature and extent of contamination to complete the RI and to evaluate remedial alternatives. Respondents shall use the information on the nature and extent, and fate and transport of contamination in conjunction with baseline risk assessment(s), and ESHA, to determine the level of risk/hazard presented by the Site. Respondents will also use this information to help determine the appropriate remedial action alternatives to be evaluated.

Sub Task 4.2 Baseline Risk Assessment. A baseline risk assessment for MEC shall be conducted as part of the Remedial Investigation. The BRA shall incorporate the ESHA to assess the hazards posed by MEC for receptors based on future land use. (see Risk Assessment Guidance for Superfund, Volume 1

Sub Task 4.3 Identification of Preliminary Remediation Goals (PRGs) and Remedial Action Objectives (RAOs). PRG's and RAO's include potential statutory and regulatory requirements (ARARs), guidance and advisories (to-be-considered criteria, or TBCs), and risk-based concentrations of chemicals in environmental media that have been brought forward from the BRA conducted

for the project. Candidate PRGs should be developed during the RI and presented in the FS and ROD. In addition, the National Contingency Plan specifies that RAOs be developed which address: (1) contaminants of concern, (2) media of concern, (3) potential exposure pathways, and (4) remediation goals [40 CFR 300.430(e)(2)(i)].

Development of RAOs requires consideration of ARARs and the results of the BRA and should be presented in the FS. Remedial alternatives considered for selection should be able to attain RAOs.

Task 5 **FS Report (Due 120 Days after the Approval of RI Report)**

Sub Task 5.1 Development of Alternatives. During the FS, remedial technologies, and their associated implementation, containment, treatment, or disposal requirements are identified, pre-screened, and then combined into alternatives. Information obtained during the RI is considered in developing the list of alternatives for evaluation. Some technologies, implementation, or property use restrictions may become apparent from this step or may become necessary regardless of which remedy is selected. Evaluation of alternatives should consider, at a minimum, the following:

- A no-action alternative.
- An alternative that reduces or eliminates the hazard, toxicity, mobility, or volume of contaminants that includes treatment
- An alternative that considers land use controls.*
- An alternative that considers Unrestricted Use.*
- Consideration of innovative technologies.

*For any evaluation of response alternatives where a use restriction will be imposed, either as a stand-alone response alternative or as one component of a more complex action, the Respondent shall ensure that the evaluation of response alternatives includes an analysis of an alternative with a use restriction, as well as an analysis at the level of detail appropriate to the size and scope of a response not requiring a use restriction (e.g., implementation of a response that allows unrestricted use). This will allow consideration of restricted and unrestricted use alternatives in selecting the response action.

For any alternative proposed that includes the use of a use restriction or other institutional control, sufficient detail and analysis of the likely control mechanisms that would be used to achieve the objectives must be included in the FS to enable a determination of the long-term effectiveness and reliability of such control mechanisms. Additionally, cost estimates for the establishment, implementation, monitoring and reporting of the institutional controls must be included in the cost estimates for each alternative that includes such controls.

Sub Task 5.2 Refine & Document RAOs (RI/FS Guidance, Chap 4.2.1)
Based on the BRA, and the results of the RI, Respondents will review and, if necessary, modify the Site-specific RAOs. The modified RAOs will be

documented in a technical memorandum, prior to the completion of the FS, that will be reviewed and approved by EPA, after consultation with DTSC. These modified RAOs will specify the contaminants and media of interest, exposure pathways and receptors, hazards, and an acceptable contaminant level or range of levels (at particular locations for each exposure route).

Sub Task 5.3 Identification of Potential ARARs. ARARs, in conjunction with risk-based levels developed in the BRA, are employed in directing response actions and establishing cleanup goals. ARARs are used as a "starting point" to determining the protectiveness of a site remedy. Additional guidance on ARARs is found in EPA/540/G-89/006.

Sub Task 5.4 Develop General Response Actions (RI/FS Guidance, Chap 4.2.2) Respondents will develop general response actions for each parcel defining implementation, containment, removal, or other actions, singly or in combination, as appropriate to satisfy the RAOs.

Sub Task 5.5 Detailed Analysis of Alternatives (RI/FS Guidance, Chap 6.2): The Respondents will conduct a detailed analysis of alternatives which will consist of an analysis of each option against the nine CERCLA evaluation criteria and a comparative analysis of all options using the same evaluation criteria. Respondents will apply the nine CERCLA evaluation criteria to the assembled remedial alternatives to ensure that the selected remedial alternative(s) will be protective of human health and the environment; will be in compliance with, or include a waiver of ARARs; will be cost-effective; will utilize permanent solutions and alternative treatment technologies, or resource recovery technologies, to the maximum extent practicable; and will address the statutory preference for treatment as a principal element. The evaluation criteria include: (1) overall protection of human health and the environment; (2) compliance with ARARs; (3) long-term effectiveness and permanence; (4) reduction in toxicity (for MEC consider hazard reduction), mobility, or volume through treatment; (5) short-term effectiveness; (6) implementability; (7) cost; (8) State (or support agency) acceptance; and (9) community acceptance. (Note: criteria 8 and 9 are considered after the RI/FS report has been released to the general public.) For each alternative, Respondents shall provide: (1) a description of the alternative that outlines the strategy involved and identifies the key ARARs associated with each alternative; and (2) a discussion of the assessment of each alternative against each of the nine criteria. If Respondents have direct input on criteria 8 (State or support agency acceptance) or 9 (community Acceptance) at this time, a preliminary assessment may be provided. In any case, the Army will address following the public comment period.

Proposed Plan and Record of Decision Tasks: The Army will prepare the draft and draft final of the: (1) Proposed Plan; (2), response to public comments; and (3) the Record of Decision

(Any remedy that requires institutional controls is a response action and requires, at a minimum, an Institutional Controls Implementation Plan and, potentially, an Operation and Maintenance Plan.)

Task 6 **Remedial Design/Remedial Action:** The Respondent shall design and implement the Remedial Action to meet the Performance Standards and Remedial Action Objectives (RAOs) set forth in the ROD. Performance Standards are requirements that are used to measure the achievement of the RAOs and include, but are not limited to, the remediation levels established in the ROD, the Statutory Determinations and ARARS in the ROD, and the monitoring of the remedial action identified in the ROD.

Sub Task 6.1 Remedial Design Scoping Documents (Due 60 Days after Signing of the ROD): The Respondent shall prepare a Remedial Design Scoping Document identifying their proposed conceptual plan for designing and implementing the Selected Remedy.

Sub Task 6.2 Remedial Design Work Plan (Due 30 Days after EPA approval of the Remedial Design Scoping Document): Within 30 days of EPA approval of the Scoping Document Respondent shall submit a Remedial Design Work Plan detailing the necessary documents necessary to design the remedial action. The Remedial Design Work Plan shall include plans and schedules for implementation of all remedial design and pre-design based on site-specific factors and shall include the following items: (1) design sampling and analysis plan (including, but not limited to, a Remedial Design Quality Assurance Project Plan (RD QAPP) in accordance with Section VIII (Quality Assurance, Sampling and Data Analysis)); and (2) a Construction Quality Assurance Plan; and may also include: (1) a treatability study; (2) a Pre-design Work Plan; (3) a preliminary design submittal; (4) an intermediate design submittal; and (5) a pre-final/final design submittal. In addition, the Remedial Design Work Plan shall include a schedule for completion of the Remedial Action Work Plan.

Sub Task 6.3 Remedial Action Work Plan(s): If the selected remedy calls for physical remedial measures than the following areas shall be addressed in the Remedial Action Work Plans: Site Access, Air Monitoring, Habitat Monitoring, Operational Hazard Assessment, Health and Safety, Training, Instrument Calibration, Corrective Action, Document Control, Quality Assurance/Quality Control, Field Operations, Materials Storage, Equipment Maintenance, Habitat Restoration, Community Relations, Institutional Control.

Sub Task 6.4 **RA Progress Meetings.** The Respondents shall plan for quarterly progress meetings on the Remedial Action. Upon approval by EPA, these meetings may be reduced, eliminated, or replaced with written reports.

Sub Task 6.5 **Pre-final Construction Inspection**: If applicable, upon the Respondent's certification that the construction is complete, the Respondent

shall conduct an inspection to verify the remedy is operating and functional.

Sub Task 6.6 Final Construction Inspection (if US EPA and DTSC determine it is necessary). Upon certification that all items identified during the Pre-Final Construction Inspection have been addressed, Respondents, EPA, and DTSC, if they choose, shall conduct a final Construction Inspection. The purpose of the inspection is to verify that all construction has been completed and the remedy is operating and functional.

Task 7 **Institutional Controls Implementation Plan (Due 90 days after signature of the ROD)** The Respondent shall develop a plan for how necessary land, water, or resource use restrictions, including institutional controls and construction support, will be established, implemented, monitored and reported, and enforced. If certain land use controls are already established, the plan can include those controls, but must describe how they will continue to be maintained, monitored and enforced. The IC Plan shall, include, but not be limited to, a map describing all the real property which are subject to land/water/resource use restrictions, how the restrictions will be implemented, the type of control that will be used, if it's a deed or land restriction, where it will be or is recorded, who is responsible for ensuring the restriction is maintained and enforced, how long the control shall exist, and how the control is monitored. The IC Plan shall also provide a schedule for the establishment of all approved controls.

Task 8 **Operation and Maintenance Plan (Due 90 days after the signing of the ROD):** The Respondent shall document the Operation and Maintenance (O&M) requirements, including periodic inspection of the remediation site, necessary to maintain the remedy and assure it functions properly. The O&M Plan shall also address the necessary monitoring required for each component of the remedy and provide for a monitoring schedule and reporting format.

Task 9 **Remedial Action Completion (After Action Report):**

Sub Task 9.1 Pre-certification Inspection (Due within 90 days after Respondent concludes that the Remedial Action has been fully performed and the Performance Standards have been attained at an OU): The Respondent shall schedule and conduct a pre-certification inspection to be attended by Respondent, EPA and DTSC.

Sub Task 9.2: Remedial Action Completion Report (RACR): (Due within 30 days after the pre-certification inspection, if appropriate). If, after the pre-certification inspection, the Respondent still believes that the Remedial Action has been fully performed and the Performance Standards have been attained, they shall submit a Remedial Action Completion Report (RACR) requesting certification to EPA for approval, with a copy to DTSC, pursuant to Section XI (EPA Approval of Plans and Other Submissions) within 30 days of the inspection. In the RACR, a professional geophysicist or engineer (as

appropriate based on the type of work performed) registered in the State of California, or if MEC cleanup is only involved, the a professional geophysicist, Senior UXO Supervisor, and Respondent's Project Coordinator shall certify that the Remedial Action has been completed in full satisfaction of the requirements of this AOC.. If appropriate, the written report shall also be stamped and signed by an appropriate professional engineer/geophysicist. The report shall contain the following statement, signed by a responsible corporate official of a Respondent or the Respondent' Project Coordinator:

> To the best of my knowledge, after thorough investigation, I certify that the information contained in or accompanying this submission is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Remedial Action Completion signifies the end of all response actions at the OU, by Respondent. In order to document the completion of response actions for an OU, a RACR shall be prepared when Respondent determines Performance Standards and other requirements of the ROD have been achieved. The RACR usually contains ten sections and these sections should be tailored to the site depending upon the type of remediation used. The RACR requires EPA approval The sections in the report are typically as follows:

I. Introduction
II. Operable Unit Background
III. Construction Activities
IV. Chronology of Events
V. Performance Standards and Construction Quality Control
VI. Final Inspection and Certifications
VII. Operation and Maintenance
VIII. Summary of Project Costs
IX. Observations and Lessons Learned
X. Operable Unit Contact Information

Appendix A. Remedial Action Report
Appendix B Cost and Performance Summary

The OU must meet, at a minimum, all the criteria below to be eligible for Remedial Action Completion:

- Performance Standards specified in all RODs or removals are met;
- Institutional controls are in place and effective;
- All RA Reports, On-Scene Coordinator Reports, and Pollution Reports have been completed;
- All RODs, ROD Amendments, and Explanation of Significant Differences have been completed;

- The site is protective of human health and the environment; and
- The only remaining activities at the site are operation and maintenance, including long-term institutional control implementation, monitoring/reporting, and enforcement, and construction support, if applicable.

If, after completion of the pre-certification inspection and the receipt and review of the RACR, EPA, after reasonable opportunity to review and comment by the DTSC, determines that the Remedial Action or any portion thereof has not been completed in accordance with this AOC or that the Performance Standards have not been achieved, EPA will notify Respondent in writing of the activities that must be undertaken by Respondent pursuant to this AOC to complete the Remedial Action and achieve the Performance Standards, provided, however, that EPA may only require Respondent to perform such activities pursuant to this Paragraph to the extent that such activities are consistent with the scope of the remedy selected in the ROD. EPA will set forth in the notice a schedule for performance of such activities consistent with the AOC and the SOW or require the Respondent to submit a schedule to EPA and DTSC for approval pursuant to Section XIV (EPA Approval of Plans and Other Submissions).

If EPA concludes, based on the initial or any subsequent report requesting Certification of Completion and consultation with DTSC, that the Remedial Action has been performed in accordance with this AOC and that the Performance Standards have been achieved, EPA will so certify in writing to Respondent. This certification shall constitute the Certification of Completion of the Remedial Action for purposes of this AOC.

Task 10 Removal Action Work Plans and Implementation, if determined necessary.

Sub Task 10.1 Implementation of Existing NTCRAs: Upon approval of US Army, EPA and DTSC, FORA shall implement existing NTCRAs as specified by the SEDR Report and/or subsequent approved deliverables.

Sub Task 10.2 Development and Approval of Work Plan(s) for New TCRAs and/or NTCRAs:

Time-Critical Removal Actions: In accordance with the AOC, within 30 days after issuance of any Action Memorandum for a Time-Critical Removal Action, Respondent shall submit to EPA for approval, with a copy to DTSC, a Time-Critical Removal Work Plan for performing the Removal Action described in any such Action Memorandum and this SOW. The Time-Critical Removal Work Plan shall provide a description of, and an expeditious schedule for, the actions required by such Action Memorandum. Except as otherwise indicated by EPA, Respondent shall prepare any adjustments to the QAPP and FSP as part of a Time-Critical Removal Work Plan. If EPA determines that it is

appropriate, the plan shall also include contingency planning. Once approved, the Time-Critical Removal Work Plan, the schedule, and any subsequent modifications shall be incorporated into and shall be a requirement of this AOC, and Respondent shall conduct the activities required by the approved Time-Critical Removal Work Plan. Respondent shall not commence implementation of the Time-Critical Removal Work Plan developed hereunder until receiving written EPA approval, in consultation with DTSC.

Non-Time-Critical Removal Actions - Engineering Evaluation/Cost Analyses (EE/CA): Unless otherwise directed by EPA, within forty-five (45) days after EPA approval that an NTCRA is warranted, Respondent shall submit to EPA and DTSC an EE/CA Work Plan for the implementation of any such EE/CA, including but not limited to: collection of all data necessary to characterize the area subject to the Non-Time-Critical Removal Action ("NTCRA"); an evaluation of risks; identification and analysis of Removal Action alternatives, and development of sufficient information to enable the selection of appropriate NTCRAs for area(s) of the Site, after consultation with EPA and DTSC. A schedule for development of the EE/CA shall be included in the EE/CA Work Plan, for EPA approval.

Non-Time-Critical Removal Actions – Design: In the event that the Army, with EPA approval, issues any Action Memoranda for NTCRAs relating to any area of the Site following Respondent's performance of an EE/CA relating to such area, Respondent shall perform the NTCRA Design in accordance with CERCLA, the NCP, this SOW, and relevant guidance. If approved by EPA, after consultation with DTSC, taking into account the complexity of the Site conditions and the Removal Action, Respondent may prepare a Removal Action Work Plan in lieu of the components of the NTCRA Design and NTCRA Design Work Plan. In such cases, the Removal Action Work Plan must meet the substantive requirements of the NTCRA Design Work Plan and the NTCRA Design. Within sixty (60) days after the Army's issuance of such an Action Memorandum that EPA approves, after consultation with DTSC, Respondent shall submit to EPA and the DTSC a work plan for the design of such NTCRA ("NTCRA Design Work Plan"). The NTCRA Design Work Plan shall provide for design of the NTCRA set forth in the Action Memorandum, and for the achievement of the Performance Standards and other requirements set forth in such Action Memorandum, this AOC, and the SOW. Upon approval by EPA, after consultation with DTSC, the NTCRA Design Work Plan shall be incorporated into and shall be a requirement of this AOC.

Unless EPA determines otherwise, the NTCRA Design Work Plan shall include plans and schedules for implementation of all NTCRA design and pre-design tasks identified in this SOW, including but not limited to plans and schedules for the completion of (A) a design sampling and analysis plan (including but not limited to a NTCRA Design QAPP) in accordance with Section VII (Quality Assurance, Sampling and Data Analysis)); (B) a Health and Safety Plan for field design activities; and (C) a Construction Quality Assurance Plan. The NTCRA

Design Work Plan may also include (D) a treatability study; (E) a Pre-design Work Plan; (F) a preliminary design submittal; (G) an intermediate design submittal; and (H) a pre-final/final design submittal. Upon approval of the NTCRA Design Work Plan by EPA, after consultation with DTSC, and acceptance of the Health and Safety Plan for all field activities, Respondent shall implement the NTCRA Design Work Plan. Respondent shall submit to EPA and the DTSC all schedules, plans, submittals and other deliverables required under the approved NTCRA Design Work Plan in accordance with the approved schedule for review and approval pursuant to Section X (EPA Approval of Plans and Other Submissions). Unless otherwise directed by EPA, Respondent shall not commence further NTCRA Design activities at the area subject to the NTCRA prior to approval of the NTCRA Design Work Plan.

Respondent shall perform the NTCRA for such area in accordance with CERCLA, the NCP, this SOW, and relevant guidance. Within thirty (30) days after EPA's approval of Respondent's NTCRA Design, Respondent shall submit to EPA and the DTSC a NTCRA Workplan. The NTCRA Workplan shall provide for implementation of the NTCRA set forth in the Action Memorandum and the approved NTCRA Design, and for the achievement of the Performance Standards and other requirements set forth in such Action Memorandum, approved NTCRA Design Workplan, this AOC, and the SOW. Within sixty (60) days after EPA approval of Respondent's NTCRA Workplan for such area, Respondent shall commence performance of all activities detailed in the NTCRA Workplan.

Respondent shall conduct all activities in accordance with the schedule required by the NTCRA Work Plan and this SOW, including but not limited to (A) construction in accordance with specifications; (B) performance of Operation and Maintenance, if applicable; (C) performance of construction quality assurance project plans; (D) performance of sampling plans directed at measuring progress toward meeting performance standards; and (E) performance of contingency plans.

Pollution Reports (POLREPS): The Respondent shall prepare and submit Pollution Reports on each TCRA and NTCRA. Guidance for the content of POLREPS is available in Directive 9360.3-03, Superfund Removal Procedures, Removal Response Reporting: POLREP and OSC Reports, June 1994.

Removal Action Activity Report: The Report is similar to an On-Scene Coordinator Report and shall include a concise summaries of activities undertaken under CERCLA Response authority (Section 300.165 of the NCP). Within 90 days from completion of any removal action, Respondent shall prepare and submit a final report on each TCRA and NTCRA which summarizes the Removal activities undertaken, effectiveness of the removal activity, problems encountered and lessons learned. Guidance for writing OSC Reports is available in Directive 9360.3-03, Superfund Removal Procedures, Removal Response Reporting: POLREP and OSC Reports, June 1994.

Respondent shall follow the following outline in preparing the Removal Action Activity Report:

Title Page
Executive Summary

I. Summary of Events
   A. Site Conditions and Background
      1. Initial situation
      2. Location of hazardous substance(s)
      3. Cause of release or discharge

   B. Organization of the Response

   C. Injury/Possible Injury to Natural Resources
      1. Content and time of notice to natural resource trustee
      2. Trustee damage assessment and restoration activities

   D. Chronological Narrative of Response Actions
      1. Threat abatement actions taken
      2. Treatment, disposal/alternative technology approaches pursued
      3. Public information and community relations activities
      4. Offsite Disposal of Hazardous Substances

II. Effectiveness of Removal Actions
   A. Actions Taken by Respondent
   B. Actions Taken by State and Local Forces
   C. Actions Taken by Federal Agencies and Special Teams (Explosive Ordnance Detachment)

III. Difficulties Encountered
   A. Items that Affected the Response
   B. Issues of Intergovernmental Coordination

CITY OF SEASIDE
STAFF REPORT

Item No.: 7.J.

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

FROM: Craig Malin, City Manager

BY: Roberta Greathouse, Human Resources Director/Risk Manager

DATE: June 18, 2020

SUBJECT: **ADOPT A RESOLUTION CREATING THE PART-TIME CLASSIFICATION AND HOURLY PAY RATE FOR SUMMER YOUTH INTERN I/II**

PURPOSE & RECOMMENDATION

Approve a resolution establishing the job description and hourly pay rate for the Summer Youth Intern I/II position.

BACKGROUND

For the second year, Recreation Department has offered a Summer Youth Intern position to provide first time work experience for teens. Now that the program will be expanded and participants will be placed in departments across the City, the job description for Summer Youth Intern I/II has been prepared to reflect the range of potential job duties.

FISCAL IMPACT

In the proposed Fiscal Year 2020/2021 Budget, $46,000 was included for this program.

ATTACHMENTS

1. Intern resolution 6-18-20
2. Summer Youth Intern

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

RESOLUTION NO. 20- XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADDING THE PART-TIME CLASSIFICATION OF SUMMER YOUTH INTERN I/II

WHEREAS, the City's list of positions may be amended upon recommendation of the City Manager and approval by the City Council; and

WHEREAS, in order to provide greater efficiency in the operation of the City and enhance service levels, certain job classifications have been prepared; and

WHEREAS, there is a need to add the position of Summer Youth Intern to the part-time salary schedule and create an appropriate position description; and.

WHEREAS, the addition of this position will enhance the City's services and will provide valuable on the job training for youth;

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby approves the following addition to the part-time salary schedule to be effective on June 19, 2020:

Position (Unclassified)		**Hourly Pay Rate**
Summer Youth Intern	I/II	$13.00 - $15.00

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 18th day of June 2020, by the following vote:

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

_____
Ian N. Oglesby, Mayor

ATTEST:

_____
Lesley Milton, City Clerk

City of Seaside
Youth Employment Program
Summer Youth Intern I/II

SUMMARY:
Summer Youth Interns will work in small, closely supervised, teams and one-on-one with City staff to perform a variety of tasks geared towards obtaining first time work experience and developing job search skills. Participants will work a flexible schedule of between 20 and 30 hours per week.

DUTIES:
Under immediate supervision, performs entry-level tasks in various City departments and divisions.

EXAMPLES OF DUTIES:
Depending on assignment and the interests and abilities of the participant, a variety of duties will be performed including, but not limited to:

1. Job search skills – completing job application, resume and cover letter preparation, and interview skills.
2. Park Maintenance – mowing, edging, sweeping, weeding, basic plant and shrub care, trash pick-up, trimming, surface maintenance under play structures, painting, and restroom custodial services.
3. Facility Maintenance – cleaning and sanitizing, painting.
4. Recreation – Leading, teaching, facilitating, and conducting diversified recreation activities and maintaining a safe environment for program participants in various settings including parks, schools, recreation centers, on field trips and virtual programming.
5. Administrative – answering telephones, greeting the public, public outreach, filing, basic word processing and spreadsheet preparation.
6. Other duties as assigned.

REQUIREMENTS:
Open to youth ages 15-21.

KNOWLEDGE, SKILLS, AND ABILITIES:
All participants must possess the following knowledge, skills, and abilities:

- An interest in the public service.
- The desire to learn.
- Ability to work cooperatively and develop effective working relationships.

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The Human Resources / Risk Management Department will make reasonable efforts to accommodate qualified individuals with mental and physical disabilities, and/or medical conditions in accordance / compliance with the State Fair Employment Housing Act (FEHA) and Federal Americans with Disability Act (ADA) of 1990. Depending on assignment, the employee maybe required to sit, stand, use hands to finger, handle, or feel objects, tools, or controls, reach with hands and arms, and talk or hear. The employee may be occasionally required to walk, sit, climb or balance, and stoop, kneel, crouch, or crawl, and lift and/or move up to 25 pounds.

CITY OF SEASIDE
STAFF REPORT

Item No.: 7.K.

TO: City Council

FROM: Craig Malin, City Manager

BY: Brian Dempsey, Fire Chief
Abdul Pridgen, Police Chief

DATE: June 18, 2020

SUBJECT: **ADOPT A RESOLUTION APPROVING THE 2020 FIREWORKS SURCHARGE PERCENTAGE.**

PURPOSE & RECOMMENDATION

Approve resolution for the proposed 2020 Fireworks Surcharge of seven percent as outlined in the City of Seaside Municipal Code Chapter 8.32 relating to fireworks.

BACKGROUND

The City of Seaside Fireworks Ordinance is found in the Seaside, California, Code of Ordinances, Title 8, Health and Safety Code. Chapter 8.32 Section 8.32.140 Police and Fire Department Illegal Fireworks Operation Plan and After Action Report require the Police and Fire Departments to present to City Council an Operations Plan for the thirty day period surrounding the 4th of July. Also Section 8.32.150 allows the City to assess a surcharge of not more that 7% of the gross sales of fireworks sold in the City that year. The surcharge is intended to raise sufficient funds for the City to pay for the cost of enforcement of the provisions of Chapter 8.32, including extra personnel time, illegal fireworks disposal and clean-up of the fireworks trash and debris left behind each year.

OPERATIONS PLAN RELATED COSTS BASED ON 2019 ACTUAL COSTS

Police Department	$14,943
Fire Department	$5,925

Public Works	$3,798
Illegal Fireworks Disposal	$2,500
Public Outreach & Education	$7,542
TOTAL	**$34,708**

FISCAL IMPACT

The City may impose an up to a 7% surcharge of the gross sales of fireworks for that year. The surcharge estimates will be based on the actual 2019 retail sales figures of $224,284.20.

1%	$2,242.84
2%	$4,485.68
3%	$6,728.52
4%	$8,971.37
5%	$11,214.21
6%	$13,457.05
7%	$15,699.89

ATTACHMENTS

1. Resolution 2020 Fireworks Surcharge 6-18-20
2. 2014 Adopted Ordinance - 1014 FIREWORKS

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE 2020 FIREWORKS SURCHARGE PERCENTAGE.

WHEREAS, the City of Seaside Fireworks Ordinance is found in the Seaside, California, Code of Ordinances, Title 8, Health and Safety Code, Chapter 8.32; and,

WHEREAS, section 8.32.150 allows the City to assess a surcharge of not more that 7% of the gross sales of fireworks sold in the City that year; and,

WHEREAS, the surcharge is intended to raise sufficient funds for the City to pay for the cost of enforcement of the provisions of Chapter 8.32, including extra personnel time, illegal fireworks disposal and clean-up of the fireworks trash and debris left behind each year; and,

WHEREAS, actual costs related to illegal fireworks and enforcement in 2019 were $27,166.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby approves the proposed Police, Fire and Public Works Operations Plan Surcharge of seven percent for 2020.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 18th day of June 2020, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Ian N. Oglesby, Mayor

ATTEST:

_____
Lesley Milton, City Clerk

ORDINANCE NO.1014

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AMENDING AND RESTATING CITY OF SEASIDE MUNICIPAL CODE CHAPTER 8.32 RELATING TO FIREWORKS

THE CITY COUNCIL OF THE CITY OF SEASIDE DOES ORDAIN AS FOLLOWS:

Section 1. FINDINGS AND PURPOSES.

A. The purpose of this Ordinance is to amend and restate City of Seaside Municipal Code Chapter 8.32 relating to Fireworks.

Section 2. AMENDMENT AND RESTATEMENT OF SECTION 8.32 OF THE SEASIDE MUNICIPAL CODE

The City of Seaside Municipal Code Section 8.32 is hereby deleted in its entirety and restated to read as follows:

CHAPTER 8.32 FIREWORKS

Sections:

8.32.010 Purpose
8.32.020 Definitions
8.32.030 General prohibition against possession; use, or sale of fireworks
8.32.040 Exception -- Public displays and special events; agricultural and wildlife fireworks; model rockets
8.32.050 Exception - Safe and sane fireworks
8.32.060 Permit to sell safe and sane fireworks -- Application; qualified applicants
8.32.070 Limitation on permits to sell safe and sane fireworks; selection of eligible nonprofit organizations
8.32.080 Operator safety seminar
8.32.090 Operation of fireworks stand
8.32.100 Fireworks stands
8.32.110 General requirements for permittees
8.32.120 Revocation of permit
8.32.130 Seizure of fireworks
8.32.140 Police and Fire Department Illegal Fireworks Operation Plan and After Action Report

8.32.150 Surcharge
8.32.160 Wholesale storage of safe and sane fireworks
8.32.170 Fireworks wholesaler public education plan
8.32.180 Manufacture of fireworks prohibited
8.32.190 Administrative fines and penalties
8.32.200 Concurrent authority
8.30.210 Fees deemed debt to the city

8.32.010 Purpose.

The purpose of this chapter is to regulate the possession, use, storage, sale and display or fireworks within the City of Seaside.

8.32.020 Definitions.

When used in this chapter, the following words shall have the meanings ascribed to them in this section:

(a) "Affiliated organizations", for purposes of this Chapter, shall be presumed to be the following:

1. Organizations incorporated under the same charter or organization and their auxiliaries if the auxiliary is incorporated under the same charter;
2. Organizations sharing the same officers and/or place of meetings and/or national parent organization;
3. Subdivisions and/or fractional divisions however named or delineated of organizations

(b) "Citation". An administrative citation issued pursuant to this section to remedy a violation.

(c) "Citee". Any person served with an administrative citation charging him or her as a responsible person for violation.

(d) "City". City of Seaside.

(e) "Code". City of Seaside Municipal Code.

(f) "Code Enforcement Officer" or "CEO". Any employee or agent of the City of Seaside designated by the City Council to enforce any provision of this code.

(g) "Dangerous fireworks". Fireworks as listed and defined in California Health and Safety Code section 12505 and section 12561 and the relevant sections of Title 19 of the California Code of Regulations, as the same may be amended from time to time.

(h) "Eligible nonprofit organization". A duly organized nonprofit, tax exempt charitable, religious, civic, patriotic, or community service association, organization, or corporation (collectively "the organization") which has met all the following criteria continuously for a minimum period of one year immediately preceding the filing of an application for a permit to display for sale or to sell safe and sane fireworks.

1. The organization must be a duly organized nonprofit entity which has tax exempt status from the Internal Revenue Service or the Franchise Tax Board, or which is an organization affiliated with and operating solely in support of an elementary school, junior high school, high school, university or community college that is located within the City of Seaside and that serves, in whole or in part, residents of the City of Seaside.

2. The organization must have its principal place of business and principal meeting place within the City of Seaside and must hold its regularly scheduled meetings within the City of Seaside.

3. The organization must be one which provides direct and regular community services and benefits to the residents of the City of Seaside.

4. The organization must not have had a permit to sell revoked within twenty-four months prior to the organization's submittal of an application for a permit to sell.

(i) "Exempt fireworks". Any special item containing pyrotechnic compositions which the state fire marshal, with the advice of the state fire advisory board, has investigated and determined to be limited to industrial, commercial, and agricultural use, or religious ceremonies when authorized by a permit granted by the authority having jurisdiction.

(j) "Fireworks". Any device containing chemical elements and chemical compounds capable of burning independently of the oxygen of the atmosphere and producing audible, visual, mechanical, or thermal effects which are useful as pyrotechnic devises or for entertainment. These items include, but are not limited to, devises designated by the manufacturer as fireworks, torpedoes, skyrockets, roman candles, rockets, Daygo bombs, sparklers, party poppers, paper caps, chasers, fountains, smoke

sparks, aerial bombs, and fireworks kits. These terms include both "dangerous fireworks" and "safe and sane fireworks".

(k) "Fireworks stand". Any building, counter, or other structure of a temporary nature used in the sale, the offering for sale, or display for sale of "safe and sane fireworks".

(l) "Fireworks sales permit" or "permit". A permit issued pursuant to this chapter authorizing the display for sale and the sale of state-approved fireworks.

(m) "Fireworks wholesaler" and "fireworks distributor". A person, other than an importer, exporter, or manufacturer selling only to wholesalers, who sells fireworks to a retailer or any other person for resale. It also includes any person who sells dangerous fireworks to public display permittees.

(n) "Hearing Officer". The person appointed by the City manager to serve as the hearing officer for administrative hearings hereunder.

(o) "Issuance" or "Issued".

1. The preparation and service of an administrative fine citation to a citee in the same manner as a summons in a civil action in accordance with Article III (commencing with Section 415.10) of Chapter 4 of Title 5 of Part 2 of the Code of Civil Procedures; or

2. Mailing of administrative fine citation to the citee by certified mail with return receipt, to the address shown on the official records of the County Assessor; or

3. By personally serving the responsible party by personal delivery of the administrative fine citation or by substituted service. Substituted service may be accomplished as follows:

A. By leaving a copy at the recipient's dwelling or usual place of abode, in the presence of a competent member of the household, and thereafter mailing by First Class Mail, postage pre-paid, a copy to the recipient at the address where the copy was left; or

B. In the event the responsible party cannot be served by First Class Mail, postage pre-paid, or cannot be personally served and has a property manager or rental agency overseeing the premises, substituted service may be made upon the property manager or rental agency or may be affected by posting the property with the administrative fine citation and mailing a copy by First Class Mail, postage pre-paid, or the responsible party in violation at the address of the property where the violation exists.

(p) "Permittee". An eligible nonprofit organization to which a permit has been issued pursuant to this chapter.

(q) "Person". Any person, partnership, organization, firm, corporation, association or any combination thereof, or any city, county, city and county, and state, and shall include any of their employees and authorized representatives.

(r) "Principal place of business" and "principal meeting place". Includes, but is not limited to, a permanent structure, playing field, geographic area, or service population which resides in or is located within the City of Seaside.

(s) "Public display of fireworks". An entertainment feature where the public is admitted or permitted to view the display or discharge of fireworks, including but not limited to, those defined in this Chapter.

(t) "Responsible Person". A person who causes a violation of this Chapter to occur or allows a violation to exist or continue, by his or her action or failure to act, or whose agent, employee or independent contractor causes a violation to occur, or allows a violation to exist or continue. There is a rebuttable presumption that the record owner of a residential parcel, as shown on the county's latest equalized property taxes assessment rolls, and a lessee of a residential parcel has a notice of any violation existing on said property. For purposes of this Chapter, there may be more than one responsible person for a violation. Any person, irrespective of age, found in violation of any provision of this Chapter may be issued a citation in accordance with the provisions of this Chapter. Every parent, guardian or other person, having the legal care, custody or control of any person under the age of 18 years, who knows or responsible should know that a minor is in violation of this Chapter, may be issued a citation in accordance with the provisions of this Chapter, in addition to any citation that may be issued to the offending minor.

(u) "Violation" or "Violates". Any violation of any provision of this Chapter

8.32.030 General prohibition against possession, use, or sale of fireworks.

Except as otherwise provided in this chapter, no person shall possess, sell, use, display, explode, or discharge any fireworks within the City of Seaside.

8.32.040 Exception -- Public displays and special events; agricultural and wildlife fireworks; model rockets.

(a) The display of fireworks shall be permitted as a part of an entertainment feature for which a special event permit has been issued pursuant to Chapter 17.52.040, subsection E.2, of the Seaside Municipal Code and to which the general public or a private group is admitted or invited to attend and is admitted or permitted to enter.

(b) It shall be unlawful for any person to possess, sell, furnish, or give away, or offer or expose for sale, or fire, discharge, or explode, any agricultural and wildlife fireworks within the City of Seaside without first obtaining a permit to do so from the fire chief. The permit shall not be transferable and shall particularly describe the place where agricultural and wildlife fireworks are to be stored, sold, or discharged. Such permit shall be for such length of time as the fire chief shall determine, but in any event, not to exceed twelve months.

(c) The sale, purchase, storage, firing or discharge of model rockets may be allowed by written permit from the fire chief or his/her designee which shall include, but not be limited to, the conditions contained in Title 19 of the California State Administrative Code and any other conditions the fire chief may deem reasonably necessary for the safety and welfare of the public and the community.

****

8.32.050 Exception -- Safe and sane fireworks.

The sale, display for sale, and use of safe and sane fireworks shall be permitted only during that period beginning at noon on June 28 and ending at 10:00 p.m. July 5 of that same year. It shall be unlawful for any person to sell safe and sane fireworks within the City of Seaside without having first applied for and received a permit from the city as required under this chapter.

8.32.060 Permit to sell safe and sane fireworks -- Application; qualified applicants.

(a) All eligible nonprofit organizations interested in displaying for sale and in selling safe and sane fireworks must meet all requirements of this chapter and must submit an application to the city in a manner determined by the city manager or his/her designee. All applications for permits to display for sale and to sell safe and sane fireworks shall be in writing and shall be submitted to the city's fire chief or his/her designee on forms supplied by the city. Any eligible nonprofit organization which demonstrates compliance with all applicable requirements and conditions of this chapter shall be deemed a qualified applicant.

(b) An interested eligible nonprofit organization may submit to the city an application for a permit to sell beginning March 1 of each year, or the first business day thereafter, and ending the last business day in April of that same year.

(c) No organization shall submit more than one application. Submittal of more than one application by any organization or an affiliated organization thereof shall be grounds for denial of all applications. The city manager shall have final authority to determine the affiliation of organizations.

(d) Any attempt to transfer an application shall void any and all applications filed by or on behalf of both the transferor and the transferee.

(e) Each application shall be accompanied by a nonrefundable application fee at an amount established by resolution of the city council. The application fee shall be in addition to any fee or tax imposed by any other chapter of the Seaside Municipal Code.

8.32.070 Limitation on permits to sell safe and sane fireworks; selection of eligible nonprofit organizations.

(a) Each calendar year, the city shall issue, at the sole discretion of the city council, up to a maximum number of permits not to exceed thirteen. One permit shall be issued to each eligible nonprofit organization selected pursuant to this section.

(b) Of the maximum number of stands/permits allowable in any given year, there shall be two classes of stands/permits: grandfathered and lottery.

1. Grandfathered stands/permits are provided in recognition of the fact that some local service organizations have relied upon Safe and Sane Fireworks sales as a primary source of income for many years.
2. Lottery stands/permits are provided in recognition of the fact that there are other local service organizations that could benefit from the sale of Safe and Sane Fireworks, but are not as dependent upon this source of income.

Grandfathered permits may be established by City Council Resolution. Grandfathered organizations must reapply each year for a permit to sell Safe and Sane Fireworks to retain their grandfathered status. Failure by a grandfathered organization to file complete permit application packets with the City by the required deadlines shall result in loss of their grandfathered status. Failure to abide by City policies and/or fireworks sales requirements, or by any other valid order or requirement issued by the Fire Department, may result in the disqualification for grandfathered status and will be grounds for the organization that previous held grandfathered status subject to the loss of such status.

The number of lottery stands/permits consists of the difference between the maximum number of stands/permits allowed under this ordinance and the number of valid grandfathered stand/permits issued in that year. The number of lottery stand/permits may increase if one or more grandfathered stand/permits are not applied for in accordance with the City requirements. Lottery stand/permits shall be granted by lottery drawing held by the City Clerk no later than May 15 of each year. Organizations selected by a lottery shall be notified by the City Clerk following the results of the drawing. Notice of lottery drawing date and location shall be provided by the City Clerk by notice posted on the City's website or placed in a daily newspaper having wide spread circulation of the City of Seaside and by mail to those nonprofit organizations who have applied for a lottery stand/permit that year. Lottery stand/permits do not become grandfathered stand/permits

stand/permit that year. Lottery stand/permits do not become grandfathered stand/permits the following year. A holder of a lottery stand/permit in a particular year is not guaranteed the lottery stand/permit the following year.

(c) Two or more eligible nonprofit organizations from the same priority category may jointly submit an application to the city pursuant to Section 8.32.060 and may jointly receive a permit to sell fireworks pursuant to this chapter.

(d) The city's fire marshal or his/her designee shall issue permits to those eligible nonprofit organizations that have submitted a conforming and timely application. Selection shall be made at random from among all those eligible nonprofit organizations which have submitted conforming and timely applications. The fire chief or his/her designee shall notify selected organizations in writing no later than May 15 of each year.

(e) Permits issued pursuant to this section are valid only during the calendar year issued.

(f) Permits are not transferrable to any other person or organization.

(g) Prior to the issuance of a permit pursuant to this Chapter, and in addition to those other requirements set forth in this Chapter or on the permit application; in order for a permit to be issued, a qualified nonprofit organization shall demonstrate compliance with all of the following:

1. On a form provided by the City, set forth the proposed location of the fireworks stand; the name, address and telephone number of one or more responsible adults who will be in charge of and responsible for the fireworks stand during the period fireworks are sold, displayed or stored at such location; and written permission from the owner of record and/or lessor and/or management company of the property upon which said fireworks stand is proposed to be located;
2. A copy of the requisite retail sales permit issued by the Office of the California State Fire Marshal;
3. Evidence of a temporary sales tax permit from the California State Board of Equalization;
4. Payment of the permit/license fee at the amount established by resolution of the City Council;
5. Throughout the term of a permit issued pursuant to this Chapter, each permittee shall pay for and maintain in full force and effect policies of insurance in a form and amount and with coverage types required by the City. The policies of insurance shall name the City, its officers, officials, agents, and employees as additional insureds.

8.32.080 Operator safety seminar.

Each year, one or more representative from each organization that is issued a permit to display for sale or to sell safe and sane fireworks shall attend a stand operator safety seminar conducted by the City of Seaside Fire Department and each of the fireworks wholesalers operating in Seaside that year. The failure of an organization to have a representative of the organization attend the seminar shall result in the revocation of the permit and the disallowance to display for sale or to sell safe and sane fireworks.

8.32.090 Operation of fireworks stand.

(a) No person shall sell any fireworks to any person under the age of eighteen years.

(b) The sale of safe and sane fireworks pursuant to a permit issued under this chapter shall begin no earlier than noon on June 28 and shall not continue after 10:00 p.m. on July 5 of the same year. The sale of safe and sane fireworks shall be permitted only from 9:00 a.m. to 10:00 p.m. daily, except June 28 when the hours shall be from twelve noon to 10:00 p.m.

(c) No person other than the permittee organization or corporation shall operate the stand for which the permit is issued or share or otherwise participate in the profits of the operation of such stand.

(d) No person other than the individuals who are members or volunteers of the permittee organization or the spouses, significant others, parents or adult children of such members shall sell or otherwise participate in the sale or display of safe and sane fireworks at such fireworks stand.

(e) No person under the age of eighteen shall sell or participate in the sale of safe and sane fireworks or be in the fireworks stand and there shall be at least one supervisor, twenty-one years of age or older on duty at all times.

(f) No person shall be paid any consideration by the permittee organization or any wholesale distributor of safe and sane fireworks for selling or otherwise participating in the sale of fireworks at such stand; provided, however, that compensation may be paid for security personnel during non-sale hours and to the party authorizing location of the stand on its property. The fire marshal or fire chief may revoke the fireworks storage permit of any wholesale distributor violating the terms of this section.

8.32.100 Fireworks stands.

All retail sales of safe and sane fireworks shall be permitted only from within a fireworks stand. The sale from any other building, structure or location is prohibited. Fireworks stands shall be subject to the following provisions:

(a) No fireworks stand shall be located within thirty feet of any adjacent building or within one hundred feet of any gasoline pump or distribution point.

(b) Fireworks stands may be located on paved or unpaved surfaces, subject to the approval of the Seaside Fire Department and the Community Planning and Development Department.

(c) Fireworks stands need not comply with the provisions of the building code of the city; provided, however, that all stands shall be erected under the supervision of the city's inspectors, who shall require that stands be constructed in a manner which will reasonably insure the safety of attendants and patrons; and provided further that any electrical installations shall comply with all applicable codes. The permittee shall be responsible for the full costs associated with any inspections conducted by the city's inspectors and the permittee shall fully reimburse the city for all of its costs incurred in association with such inspections. The permittee shall make payment in full to the city within ten days of receipt of the invoice. Nonpayment shall prohibit the permittee from obtaining permits for subsequent years until the invoice in paid in full.

(d) A twenty five-foot area surrounding the fireworks stand must be cleared of dried vegetation and must be maintained.

(e) No fireworks stand shall be located closer than ten feet from any public roadway unless the rear of the fireworks stand is positioned against a curb that faces the primary use on that parcel and the fireworks stand is positioned to allow for the safe use of the parking lot and to allow for the free flow of vehicular and pedestrian traffic throughout the parcel. Fireworks stands may only be placed on a commercial, mixed use, or industrial zoned parcel and in a location which otherwise meets the approval of the Seaside Fire Department and Community Planning and Development Department.

(f) If a fireworks stand is going to use electric lights the wiring must be properly installed and will be subject to inspection by the City of Seaside Fire Department and/or Building Department. Open splices are prohibited and all wiring must be protected from physical damage and weather. Exposed light bulbs shall be protected with covers, cages or screens. Nothing in this chapter shall preclude or prohibit the use of battery-operated lights in and around a fireworks stand.

(g) No fireworks stand shall have a floor area in excess of seven hundred fifty square feet.

(h) Each fireworks stand shall have a least two exits. Each stand in excess of forty feet in length shall have at least three exits spaced approximately equidistant apart; provided, however, that in no case shall the distance between exits exceed twenty-four feet apart. Exit doors shall not be less than twenty-four inches wide and six feet in height and shall swing in the direction of exit travel.

(i) Each fireworks stand shall be provided with at least one approved pressurized "water type" (minimum rating 2A) fire extinguisher with an up-to-date inspection tag that shows the fire extinguisher has been serviced within the past year.

(j) All fireworks stands shall be disassembled and removed no later than July 8 at 5:00 p.m.

(k) All fireworks stands are subject to daily inspection by the fire chief or his/her designee and the permittee shall be responsible for the costs incurred by the city in such inspections at the rates and amounts established by resolution of the city council. Other than the initial inspections, the permittee shall not be responsible for the cost of additional inspections unless probable cause existed necessitating the inspection(s) in the first place. The city will invoice the permittee for the full costs of inspection incurred by the city during the term the fireworks stand is in operation. The permittee shall make payment in full to the city within ten days of receipt of the invoice. Nonpayment shall prohibit the permittee from obtaining permits for subsequent years until the invoice is paid in full.

8.32.110 General requirements for permittees.

(a) Fireworks stands shall not be located closer than six hundred feet apart, unless separated by a street, roadway or building.

(b) All weeds and combustible material shall be cleared from the location of the fireworks stand to a distance of at least twenty-five feet surrounding the fireworks stand.

(c) All trash and debris resulting from the operation of the fireworks stand must be removed on a daily basis.

(d) "NO SMOKING" signs shall be prominently displayed on all sides of the fireworks stand, in both English and Spanish. Each sign shall have the words "NO SMOKING" in red letters not less than two inches in height with a minimum one-half-inch stroke.

(e) No fuel-powered generator or similar equipment shall be allowed within fifty feet of a fireworks stand.

(f) When the stand is not being used for sale and/or display of fireworks, a reinforced, heavy metal, fully-enclosed container, similar to a SAWDOC, walk-in type drop box or its equivalent, as approved by the fire chief or his/her designee, may be used to store fireworks.

(g) Each fireworks stand must post its City of Seaside permit, its temporary sales tax permit, and its state fire marshal retail sales permit and proof of their required insurance in a prominent place inside the fireworks stand.

(h) All unsold stock of fireworks held by the permittee after 10:00 p.m on July 5 shall be immediately stored in the container referenced in Section 8.32.110(f) above and picked up by the fireworks wholesaler within 72 hours thereafter.

8.32.120 Revocation of permit.

(a) The city fire chief or his/her designee or the city fire marshal or his/her designee may revoke, immediately and without notice or hearing, the permit of any permittee who violates any provision of this chapter. In the event of any such revocation the permittee must immediately cease operations and shall no longer display for sale or sell any fireworks. Any permittee whose permit has been revoked shall be prohibited from applying for or from receiving a permit under this chapter for a period of two years from the date of revocation.

(b) Any revocation made pursuant to this section may be appealed by the permittee to the city manager on the next business day following such revocation. The city's fire chief and/or fire marshal or his/her designee shall provide the city manager with written notice of the revocation, including the name of the permittee and a brief statement on the grounds for revocation. The city manager shall consider the appeal at his/her earliest convenience and may, in his/her sole discretion, meet with the permittee to review the revocation and may, in his/her discretion, support or overturn the revocation. The city manager's decision shall be final and dispositive of the matter. In the event the city manager overturns the revocation the permittee may immediately operations pursuant to the originally issued permit and shall remain eligible for participation in the next year's application selection process.

8.32.130 Seizure of Fireworks.

The fire chief or the fire marshal may seize, take, remove, or cause to be removed, at the expense of the permittee or owner thereof, all stocks of fireworks displayed or available for sale, stored, or held in violation of this chapter.

8.32.140 POLICE AND FIRE DEPARTMENT ILLEGAL FIREWORKS OPERATION PLAN AND AFTER ACTION REPORT.

(a) On or before the first regular City Council meeting in May of every year, both the City's police and fire departments must present to the City Council an Operation Plan for the thirty day period surrounding the 4th of July (June 17 through July 16) for that year. Said operation plan should include, but not be limited to, the following information:

1. Identification of areas within the City where illegal fireworks were a problem in the previous year;
2. A general explanation of the supplemental fire and law enforcement personnel deployed within the City;
3. A report on the additional apparatus and personnel who'll be on duty for the period of June 17th through July 16th of that year.
4. Recommendations on and discussion of what, if any, dedicated illegal fireworks enforcement patrols there should be for that year and all other relevant information and statistics deemed necessary by the City Council.
5. A detailed discussion of the costs that will be incurred by the City that year to be delivered in the operation plan; what, if any, of these costs will be covered by existing fees levied on the permittees, and unexpended surcharge revenue from prior years.
6. A proposed recommendation for a surcharge resolution establishing the surcharge amount to be levied that year on each retail sale of Safe and Sane Fireworks in an amount not to exceed 7%.

(b) On or about September 1 of that same year, both police and fire departments must report back to the City Council with an After Action Report. That report should include, but is not limited to:

1. An evaluation of the effectivness of that department's Operation Plan for that year including a listing of any significant fireworks-related incidents, both "Dangerous Fireworks" and "Safe and Sane Fireworks";
2. Relevant incident statistics for the period of June 17th through July 16th, and identification of fireworks related incidents.
3. A report on how many calls there were regarding suspected "Dangerous Fireworks", how many of those calls either of the departments responded to, how many of those calls resulted in seizures and/or administrative fine citations.

8.32.150 Fireworks Surcharge.

(a) All nonprofit retail booth locations shall assess a surcharge, on all retail sales of Safe and Sane Fireworks that occur in the City. The assessment shall be paid by the permittee upon presentment of an invoice by the City. The surcharge will be assessed to the public for each retail sale and is up and above the retail price of the fireworks and will not be deducted from the permittees net profit.

(b) The assessment is intended to raise sufficient funds for the City to help pay for the cost of enforcement; inspection of stands; public education and awareness campaigns; enforcing the provisions of this Chapter, including extra personnel time, and cleanup of the fireworks trash and debris left behind each year. "Extra personnel time" shall be defined as employee or contracted employee time that the City would not otherwise incur but for the sale and use of Safe and Sane Fireworks. By the first regular City Council meeting in May of each year, the City Manager must submit to the City Council for its approval, a proposed budget for police, fire, administrative services and public works departments. The exact amount of the assessment shall be determined each year by no later than the second regular City Council meeting in May of that year and notice sent to each of the permittees. In no event shall the assessment be more than 7% of the gross sales of the fireworks sold in the City that year. The fireworks wholesaler with whom each permittee has contracted shall be responsible for collecting the estimated assessment from their nonprofit organizations, advising the City of the amount of each estimated assessment collected, and holding the funds in trust pending notification by the City of the exact amount owed. After the City determines each permittee's share of the total annual sales volume, each permittee shall be billed for its share of the total assessment. A duplicate copy of each permittee's invoice will be sent to its fireworks wholesaler. Payment of the assessment by each permittee shall be due to the City 30 days after the issuance of the invoice. The expenses submitted are subject to review, audit and dispute by any permittee who has to pay the assessment that year. Any dispute of the assessment must be filed within 15 days of its receipt or any right to contest it will be deemed waived. The City Council is the final arbiter of any disputed assessment. Any excess (i.e., difference between amount of surcharge collected by each group and the amount of their individual assessment) shall remain the property of that permittee.

(c) Failure by any permittee to pay the amount assessed to it by the City shall be cause to bar the permitee from selling Safe and Sane Fireworks in the future, until the assessment is paid in full. Furthermore, if the assessment is not paid by the due date, it shall be subject to a 10% penalty for each month or portion of a month that it is late.

8.32.160 Wholesale storage of safe and sane fireworks.

(a) Wholesale storage of California State Fire Marshal listed safe and sane fireworks may be allowed under the provisions of this section and chapter. All wholesale storage facilities or buildings shall conform to the applicable building and fire codes of the City of Seaside.

(b) An annual storage permit shall be required from the Seaside Fire Department for the wholesale storage of fireworks. The annual storage permit shall be annually renewable, subject to inspection clearance by the Seaside Fire Department. The fee for such permit shall be established by resolution of the city council.

(c) All wholesale storage facilities or buildings are subject to daily inspection by the Seaside Fire Department. The city will invoice the wholesale storage permittee for the full costs of inspection incurred by the city during the term the location is in use. The permittee shall make payment in full to the city within ten days of receipt of the invoice. Nonpayment shall prohibit the permittee from obtaining permits for subsequent years until the invoice is paid in full.

8.32.170 Fireworks wholesaler public education plan.

Each fireworks distributor and fireworks wholesaler which is supplying one or more of the permittees under this chapter shall annually submit a public education plan to the City of Seaside by no later than 5:00 p.m. on June 1. Each public education plan shall outline the public safety and education efforts that the fireworks distributor or fireworks wholesaler has or intends to initiate, support, and/or deliver within the City of Seaside prior to and during the dates during which fireworks may be sold, displayed for sale, and used within the City of Seaside. At a minimum each public education plan shall consist of the distribution with each sale of safe and sane fireworks of two fireworks educational brochures prepared by the state fire marshal's office, and not less than one thousand dollars worth of public service announcements broadcast on local television, and bearing the fireworks wholesaler's name, on the safe and responsible use of safe and sane fireworks. Each public education plan should at least include samples of all the materials and the extent of distribution of all of the safety and education materials identified in that fireworks distributor or fireworks wholesaler's public education plan.

8.32.180 Manufacture of fireworks prohibited.

No person, firm, or corporation shall manufacture fireworks of any type within the City of Seaside.

8.32.190 Administrative fines and penalties.

(a) Any violation of this chapter shall be a misdemeanor.

(b) Any person or entity who possesses, uses, stores, sells, and/or displays safe and sane fireworks on or at dates, times, and/or locations other than those permitted under this chapter are subject to an administrative fine, together with all costs of enforcement, of not less than one thousand dollars for each such offense. Administrative fines shall be subject to the procedures established in Title 2 of chapter 2.56 of the Seaside Municipal Code.

(c) The remedies set forth in this Chapter are in addition to all other legal and equitable remedies, administrative, criminal or civil, that may be pursued by the city to address violations of this chapter including, as an alternative to the issuance of an administrative fine pursuant to this section, and in his or her sole discretion, the city attorney may criminally prosecute a violation of this chapter.

(d) The imposition of administrative fines under this section related to the use, possession, sale, or display for sale of dangerous fireworks shall be limited to persons who possess, sell, use, and/or display, or the seizure of, less than twenty-five pounds of dangerous fireworks measured by gross weight. Any person or entity who possesses, uses, stores, sells, and/or displays less than twenty-five pounds of dangerous fireworks are subject to an administrative fine, together with all costs of enforcement, of not less than one thousand dollars for each such offense.

(e) Administrative fines collected pursuant to this section and related to dangerous fireworks shall not be subject to the restrictions of California Health and Safety Code section 12500-12759; however, the city shall provide cost reimbursement to the state fire marshal pursuant to regulations adopted by the state fire marshal addressing the state fire marshal's cost for the transportation and disposal of dangerous fireworks seized by the city, which costs will be part of any administrative fine imposed. Unless and until said regulations have been adopted, the city shall hold in trust two hundred fifty dollars, or twenty-five percent of administrative fine collected, to cover the cost reimbursement to the state fire marshal for the cost of transportation and disposal of the dangerous fireworks.

(f) Because of the serious threat of fire or injury posed by the use of "Dangerous Fireworks" that can result from persistent or repeated failures to comply with the provisions of this code and the effect of such conditions or activities on the safety and the use and enjoyment of surrounding properties and to the public health, safety and welfare, this Chapter imposes strict civil liability upon the owners of residential real property for all violations of this code existing on their residential real property. Each contiguous use, display and/or possession shall constitute a separate violation and shall be subject to a separate administrative fine.

8.32.200 Concurrent authority.

This chapter is not the exclusive regulation of fireworks within the city. It shall supplement and be in addition to other state, local, or federal laws, regulations, or ordinances and any other legal entity or agency having jurisdiction.

8.32.210 Fees deemed debt to the city.

The amount of any fine, fee, cost or charge imposed by this Chapter shall be deemed a debt to the city that is recoverable in any court of competent jurisdiction.

Section 3. SEVERABILITY.

A. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and

shall continue in full force and effect. To this end, provisions of this Ordinance are severable.

B. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be held unconstitutional, invalid or unenforceable.

Section 4. EFFECTIVE DATE.

This Ordinance shall become effective thirty (30) days after its final passage and adoption.

INTRODUCED by the City Council of the City of Seaside on the 20th day of March, 2014.

PASSED AND ADOPTED by the City Council of the City of Seaside this 3rd day of April, 2014, by the following roll call vote:

AYES:	5	COUNCIL MEMBERS	Alexander, Edwards, Oglesby, Pacheco, Rubio
NOES:	0	COUNCIL MEMBERS	None
ABSENT:	0	COUNCIL MEMBERS	None
ABSTAIN:	0	COUNCIL MEMBERS	None

APPROVED:

Ralph Rubio, Mayor

ATTEST:

Lesley E. Milton, City Clerk

CITY OF SEASIDE
STAFF REPORT

Item No.: 7.L.

TO: City Council

FROM: Craig Malin, City Manager

BY: Roberta Greathouse, Human Resources Director/Risk Manager

DATE: June 18, 2020

SUBJECT: **ADOPT A RESOLUTION TO ADOPT A SUCCESSOR MEMORANDUM OF UNDERSTANDING WITH THE SEASIDE POLICE OFFICERS' ASSOCIATION**

PURPOSE & RECOMMENDATION

Adopt resolution approving the successor Memorandum of Understanding with the Seaside Police Officers' Association that includes no salary increase and a reduction in compensation of 10%.

BACKGROUND

The Memorandum of Understanding between the City of Seaside and the Seaside Police Officers' Association (SPOA) expires on December 31, 2020. In recognition of the fiscal crisis caused by the COVID-19 Pandemic, the Association agreed to reduce bargaining unit member's compensation by 10% through a successor MOU that will expire on June 30, 2021.

The terms of the successor MOU will remain the same with the exception of the following concessions that will begin on the pay period starting July 11, 2020, and will sunset on June 30, 2021, unless extended by mutual agreement:

1. Sworn Personnel Assigned to Patrol:

    a. The salary for all sworn personnel assigned to the Patrol Division will be reduced by 5%;

b. The payment of uniform allowance will be suspended; and
c. All holiday pay will be suspended.

2. All non-sworn personnel and all sworn personnel assigned to the Investigations Division will work a 36-hour work week in lieu of other concessions. One day off per pay period, amounts to a 10% salary savings through furloughs.

FISCAL IMPACT

It is estimated that these concessions will save the General Fund $587,000 in Fiscal Year 2020/2021. The fiscal impact of these concessions were incorporated into the draft budget that was presented to Council on June 11, 2020.

ATTACHMENTS

1. Draft Resolution

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY OF SEASIDE

ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SEASIDE AND THE SEASIDE POLICE OFFICERS' ASSOCIATION

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Section 3500 et. seq., Government Code), representatives of the City Manager of the City of Seaside and the Seaside Police Officers' Association, have met and conferred in good faith regarding wages, and other terms and conditions of employment; in an attempt to reach a Memorandum of Understanding; and

WHEREAS, the Seaside Police Officers' Association, and the representatives of the City Manager of the City of Seaside have reached agreement with respect to matters herewith jointly set forth, and have developed a written understanding of such matters for the purpose of presenting it to the City Council of the City of Seaside for its determination; and

NOW, THEREFORE, BE IT RESOLVED, that the attached Memorandum of Understanding with the Seaside Police Officers' Association shall be effective as stated therein; and

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 18th day of June 2020.

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

_____
Ian N. Oglesby, Mayor

ATTEST:

_____
Lesley Milton-Rerig, City Clerk

CITY OF SEASIDE
STAFF REPORT

Item No.: 7.M.

TO: City Council

FROM: Craig Malin, City Manager

BY: Gloria Stearns, Community Development Manager

DATE: June 18, 2020

SUBJECT: **ADOPT A RESOLUTION ACCEPTING THE UNITED WAY EMERGENCY FOOD AND SHELTER PROGRAM (EFSP) LOCAL BOARD IN MONTEREY COUNTY FOR PHASE 37 / CARES GRANT FOR A RESIDENTIAL UTILITY AND RESIDENTIAL RENTAL ASSISTANCE PROGRAM, AUTHORIZE THE FINANCE DIRECTOR TO ADJUST THE GENERAL FUND FOR THIS GRANT, AND AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT FOR THIS GRANT.**

PURPOSE & RECOMMENDATION

Authorize acceptance of a grant from United Way EFSP Monterey County Phase 37 / CARES for $35,000, authorize the Finance Director to adjust the General Fund for this grant, and authorize the City Manager to execute a contract for this grant.

BACKGROUND

The City of Seaside has been awarded $35,000 from the United Way Emergency Food and Shelter Program (EDSP) Local Board in Monterey County for Phase 37 / CARES grant. Seaside will use the funds to establish a residential utility and residential rental assistance program. The residential utility assistance program will help Seaside residents in need to pay approximately one month of water utility to Seaside Municipal Water. The residential rental assistance program will pay the landlord of Seaside residents in need, allowing for approximately one month of rental assistance. United Way has requirements of the grant that the city must follow when defining these programs, and City staff has begun working with United Way on program definition and

execution. Once the programs are ready for public announcement, a bilingual marketing campaign will be conducted to generate awareness of the program.

FISCAL IMPACT

The general fund will receive $35,000 and once the program is established, $35,000 will be disbursed.

ATTACHMENTS

1. Draft Resolution

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

RESOLUTION No. 20-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ACCEPTING THE UNITED WAY EMERGENCY FOOD AND SHELTER PROGRAM (EFSP) LOCAL BOARD IN MONTEREY COUNTY FOR PHASE 37/CARES GRANT FOR A RESIDENTIAL UTILITY AND RESIDENTIAL RENTAL ASSISTANCE PROGRAM, AUTHORIZE THE FINANCE DIRECTOR TO ADJUST THE GENERAL FUND FOR THIS GRANT, AND AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT FOR THIS GRANT.

WHEREAS, A global coronavirus pandemic has resulted in shelter-in-place orders being declared on March 17, 2020 by the Monterey County Health Official; and

WHEREAS, the ensuing economic decline has adversely affected Seaside residents, resulting in many households seeing a decline in income; and

WHEREAS, the income decline often leads to non-payment of rent and utility bills, which puts basic needs like housing and water availability at risk; and

WHEREAS, Monterey United Way Emergency Food and Shelter Program (EDSP) Local Board in Monterey County for Phase 37 / CARES has chosen to award the City of Seaside $35,000 to establish a residential rent and utility assistance programs for a segment of Seaside residents; and

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Seaside that the City of Seaside accepts the $35,000 grant from the United Way Emergency Food and Shelter Program (EDSP) Local Board in Monterey County for Phase 37 / CARES grant to be used for a residential rent and utility assistance program, authorizes the City Finance Director to adjust the general fund for the grant, and authorize the City Manager to establish a contract for this grant.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 18th day of June, 2020.

AYES:
NOES:
ABSTAIN:

_____

Ian N. Oglesby
Mayor

Attest:

_____
Lesley Milton
City Clerk

CITY OF SEASIDE
STAFF REPORT

Item No.: 7.N.

TO: City Council

FROM: Craig Malin, City Manager

BY: Gloria Stearns, Community Development Manager

DATE: June 18, 2020

SUBJECT: **APPROVE A RESOLUTION AUTHORIZING THE CITY TO APPLY TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) FOR A GRANT AUTHORIZED UNDERNEATH THE LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS (LEAP).**

PURPOSE & RECOMMENDATION

Adopt a resolution authorizing the City to apply to the California Department of Housing and Community Development (HCD) for a grant authorized underneath the Local Government Planning Support Grant Program Funds (LEAP).

BACKGROUND

The HCD Local Government Planning Support Grant Program (LEAP) is intended for preparation, adoption and implementation of plans that streamline housing approvals on eligible activities, applicants and awards. The deadline for applications for the program is June 30, 2020. A fully executed resolution authorizing application for, and receipt of, LEAP funds is a requirement of the application process. (Attachment 1)

The City of Seaside will use the grant funds for: the 6th Cycle Housing Element; a study and zoning code update for Cottage Clusters; and a study and zoning code update for Narrow Lot Housing.

FISCAL IMPACT

The application will have no impact on General Funds. Receipt of grant funds will positively impact the General Fund.

ATTACHMENTS

1. Draft Resolution

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

RESOLUTION NO. 20-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS

WHEREAS, pursuant to Health and Safety Code 50515 et. Seq, the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the Local Early Action Planning Grants program or LEAP); and

WHEREAS, the City Council of the City of Seaside desires to submit a LEAP grant application package ("Application"), on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment; and

WHEREAS, the Department has issued a NOFA and Application on January 27, 2020 in the amount of $119,040,000 for assistance to all California Jurisdictions;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEASIDE RESOLVES AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized and directed to apply for and submit to the Department the Application package;

SECTION 2. In connection with the LEAP grant, if the Application is approved by the Department, the City Manager of the City of Seaside is authorized to submit the Application, enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of $150,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the Applicant's obligations related thereto, and all amendments thereto; and

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA

and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 18th day of June 2020, by the following vote:

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

_____
Ian N. Oglesby, Mayor

ATTEST:

_____
Lesley Milton, City Clerk

CITY OF SEASIDE
STAFF REPORT

Item No.: 7.O.

TO: City Council

FROM: Craig Malin, City Manager

BY: Scott Ottmar, Senior Engineer

DATE: June 18, 2020

SUBJECT: **AUTHORIZE CITY MANAGER TO EXECUTE AGREEMENT WITH CHARGEPOINT INC. FOR GRANT OF TWO ELECTIVE VEHICLE CHARGERS**

PURPOSE & RECOMMENDATION

The purpose and recommendation is to authorize the city manager to execute an agreement with ChargePoint to receive two dual port electric vehicle (EV) charging stations funded through grant program of the Monterey Bay Air Resource District.

BACKGROUND

On March 21, 2019 the City Council approved the design of a solar canopy project and authorized the project for bid with a budget of $723,000. The design included a bid alternate to install two owner supplied dual port EV charging stations.

On August 8, 2019, a Request for Bids (RFB) was issued for the construction of the Solar Project. The RFB was advertised in the local paper, regionally through several bid boards, and through direct solicitation of contractors recommended by the design consultant.

On September 19, 2019 at 3 PM, the City received one bid from Santa Cruz Westside Electric, doing business as Sandbar Incorporated, in the amount $467,416. A bid alternate item to install two commercial EV Chargers was included within the bid.

ChargePoint

With more than 112,900 total charging spots, ChargePoint claims to be the world's leading and most open electric Vehicle Charging Network. ChargePoint partners include BMW, Cadillac, Chevrolet, Daimler, Energica, Fiat, Hyundai, Nissan, Mercedes-Benz, smart USA, Toyota and Volkswagen. Some of its customers include large employers such as 3M, Astra Zeneca, Computer Associates, Compuware, Dell, eBay, Facebook, GM, Google, Johnson & Johnson, LinkedIn, MasterCard, Microsoft, Netflix, SAP, Whirlpool just to name a few.

Donation Agreement Summary

The Donation Agreement is funded through a Monterey Bay Air Resources District grant program. In return for receiving two free dual port charging stations, the city agrees to install and keep the charging stations operational and open to the public for a period of 5 years. The City will allow ChargePoint to display the donated stations on its map of publicly available charging locations and to keep the charging stations connected to the ChargePoint Network for a period of at least 5 years. The City consents to allow the Monterey Bay Air Resources District to file a UCC-1 form, identifying the Donated Stations with the California Secretary of State in order to secure the City's performance under the Donation Agreement.

ENVIRONMENTAL COMPLIANCE

Public Resources Code (PRC) Section 21080.35 statutorily exempts from CEQA analysis the installation of solar energy systems on the roof of an existing building or at an existing parking lot.

Evidence from PRC Section 21080.35;

(c) Associated Equipment
(c) (1). Equipment will be mounted to the carport structures. Other than the proposed structures, associated electrical equipment will be contained within the boundaries of the City Hall/Library parking lots and/or will be adjacent to existing buildings. Wiring from the photovoltaic structures will be routed underground to the main electrical service panel at the site.

FISCAL IMPACT

There is no additional fiscal impact to the City. Installation costs for the EV charging stations are already budgeted for within the Solar Canopy installation project. Per the terms of the agreement with ChargePoint, the City of Seaside may establish charging session fees collected from users to recoup the cost to provide power for charging of electric vehicles. There are no subscription fees for the use of the ChargePoint Network.

ATTACHMENTS

1. Resolution
2. Donation Agreement
3. Master Services & Subscription Agreement

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE CITY MANAGER TO EXECUTE A DONATION AGREEMENT WITH CHARGEPOINT INCORPORATED TO RECEIVE ELECTRIC VEHICLE CHARGING STATIONS FUNDED BY A MONTEREY BAY AIR RESOURCES DISTRICT GRANT

WHEREAS, solar energy is an environmentally sustainable, renewable resource capable of providing an alternative source of power for City Hall; and

WHEREAS, the fiscal year 2019/2020 adopted budget allocates $658,000 for the construction of a solar project at City Hall (347-9539); and

WHEREAS, on March 21, 2019, the City Council approved the design and authorized the construction a solar parking canopy (Project) for bid; and

WHEREAS, the Project included on option to install two ChargePoint CT4000 commercial dual port electric vehicle (EV) charging stations: and

WHEREAS on September 19, 2019, one bid was received at a public bid from Santa Cruz Westside Electric Inc., dba Sandbar (Sandbar) and subsequently a construction contract awarded on October 3, 2019; and

WHEREAS, the Monterey Bay Air Resources District has a grant program to provide ChargePoint EV charging stations at no cost; and

WHEREAS, the City of Seaside must enter into a Donation Agreement, Exhibit A attached hereto and incorporated herein, with ChargePoint to receive EV charging stations free of charge; and

WHEREAS, the Donation Agreement includes a Master Services and Subscription Agreement (MSSA), Exhibit B, attached hereto and incorporated herein; and

WHEREAS, the deadline to submit the Donation Agreement to be eligible for EV charging stations is June 26, 2020; and

WHEREAS, Public Resources Code (PRC) Section 21080.35 statutorily exempts from CEQA analysis the installation of solar energy systems on the roof of an existing building or at an existing parking lot.

> *"Equipment will be mounted to the carport structures. Other than the proposed structures, associated electrical equipment will be contained within the boundaries of the City Hall/Library parking lots and/or will be adjacent to existing buildings. Wiring from the photovoltaic structures will be routed underground to the main electrical service panel at the site"*.and

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

1. That the above recitals are accurate and are hereby incorporated in and made part of the

Resolution by this reference.

2. The City Council authorizes the City Attorney, with assistance from the acting City Engineer and concurrence from ChargePoint, to amend and complete the Donation Agreement and MSSA as appropriate.
3. The City Council authorizes the City Manager to execute the Donation Agreement and MSSA, as corrected by the City Attorney.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 18th day of June, 2020 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

_____
Ian N. Oglesby, Mayor
City of Seaside

ATTEST:

_____
Lesley Milton-Rerig
City Clerk

DONATION AGREEMENT FOR LEVEL 2 CHARGING STATIONS

This Donation Agreement (this "Agreement") is entered into as of the __ day of ____, 2020, by and between ChargePoint, Inc., a Delaware corporation, with its principal office located at 254 E. Hacienda Ave., Campbell, CA 95008 ("ChargePoint") and City of Seaside, a municipal corporation, with its principal office located at 440 Harcourt Avenue, Seaside CA 93955 ("Site Host"). ChargePoint and Site Host are each sometimes referred to individually herein as, a "Party", and collectively as, the "Parties".

RECITALS

WHEREAS, ChargePoint desires to donate to Site Host one or more electric vehicle charging stations and related equipment (the "Donated Stations"), as more fully described in Exhibit "A," to Site Host and Site Host desires to accept such donation.

WHEREAS, the Donated Stations are being provided pursuant to the grant program through the Monterey Bay Air Resources District (the District).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the Parties hereby agree as follows.

1. Award of Donated Stations; Access to General Public.

(a) ChargePoint shall deliver the Donated Stations to the contact listed on Exhibit "B," for installation at the locations described in Exhibit "B", at no cost to Site Host. In addition, ChargePoint shall provide, during the Commitment Period (as defined in Section 1(b)), access to its cloud services to Site Host through the donation to Site Host of a subscription to the ChargePoint Commercial Plan for use solely with the Donated Stations, as well as a subscription to ChargePoint's service and support plan known as ChargePoint Assure (the "Warranty") described in Exhibit "D." In the event Site Host has not already executed a Master Services and Subscription Agreement with ChargePoint, such an agreement will need to be executed in order for Site Host to obtain access to the ChargePoint Commercial Plan.

(b) Site Host shall keep the Donated Stations operational for a period of five (5) years commencing on the date the Donated Stations are installed and made available to the general public for charging (the "Commitment Period"). Site Host may charge a reasonable fee for the use of the Donated Stations. Site Host shall permit ChargePoint to display the Donated Stations on its map of publicly available charging locations.

(c) As a part of Site Host's obligations under this Donation Agreement, Site Host agrees to keep the Donated Stations connected to the ChargePoint Network for a period of at least five years commencing on the date the Donated Stations are installed and activated on the ChargePoint Network.

(d) At its option, the District may file a UCC-1 form, identifying the Donated Stations, with the California Secretary of State in order to secure Site Host's performance under this Agreement. At the end of the Commitment Period, the District shall file a lien release (UCC-3) with the California Secretary of State within ten working days. Site Host consents to the

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UCC-1 filing on the Donated Stations and shall reasonably cooperate with the District in the filing thereof.

2. Shipment and Delivery. ChargePoint will pay for the cost of standard delivery charges of the Donated Stations to the location set forth in Exhibit B. ChargePoint shall choose the method by which the Donated Stations are to be delivered. Title and risk of loss shall pass to Site Host upon delivery to the location set forth in Exhibit B. If Site Host desires expedited delivery, Site Host will be responsible for the payment of all delivery charges.

3. Installation.

(a) Site Host shall install the Donated Stations at the location or locations described in Exhibit B, provided that the Donated Stations must be installed in a manner that will make them readily available for use to the general public.

(b) The Donated Stations will be installed by a ChargePoint-approved installer (the "Approved Installer") as defined in Exhibit B. Exhibit C sets forth the scope of work for the installation services and the amount, if any, that Site Host shall pay for such installation.

(c) Site Host shall be responsible for contracting with the Approved Installer, arranging for the installation of the Donated Stations, and paying all costs for the installation of the Donated Stations. Unless specifically agreed in writing, only the Approved Installer may install Donated Stations.

(d) In the event that the Donated Stations have not been installed and activated on the ChargePoint Network within ninety (90) days of the date of this Agreement, ChargePoint reserves the right to reclaim the Donated Stations. If Site Host is unable to comply with its agreed upon installation schedule with the Approved Installer, and requires a change in installation schedule, Site Host shall cover the costs and expenses, if any, of the Approved Installer for such changes

(e) The Donated Stations are not to be removed from their packaging by any person other than the Approved Installer.

(f) Site Host shall provide the following deliverables to ChargePoint by email, or ensure Approved Installer provides to ChargePoint by email, by the deadlines listed below:

Deliverable	**Deadline**
Permit	75 days after the date of this Agreement
Design invoice	21 days after Donated Stations are activated on the ChargePoint Network
Installation invoice	
Final inspection card	
Two photos of installed and operational equipment	
Utility service order (if applicable)	

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4. Warranty/Limitation of Liability. (a) Warranty. The Donated Stations will be covered by the Warranty during the Commitment Period. All applicable warranties with respect to the Donated Stations are set forth in the Warranty, and are hereby incorporated by reference into this Agreement. The Warranty shall be null and void in the event Site Host does not use the Approved to install the Donated Stations.

(b) Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 4, AND IN THE WARRANTY, CHARGEPOINT MAKES NO WARRANTY WITH RESPECT TO THE PERFORMANCE OF THE DONATED STATIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. CHARGEPOINT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS BY THE DONATED STATIONS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CHARGEPOINT DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF THE DONATED STATION.

(c) Limitation of Liability. (i) REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CHARGEPOINT BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE DONATED STATION OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY SITE HOST NOT SPECIFICALLY SET FORTH IN THIS ADDENDUM. BECAUSE SOME STATES OR JURISDICITONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY.

(ii) SITE HOST'S SOLE REMEDY FOR ANY BREACH BY CHARGEPOINT OF ITS OBLIGATIONS OR WARRANTIES UNDER THIS AGREEMENT SHALL BE LIMITED TO, AT CHARGEPOINT'S OPTION, REPAIR OR REPLACEMENT OF THE DONATED STATIONS.

(d) Warranty Exclusions; Exclusive Remedies. THE REMEDIES CONTAINED IN SECTION 4 ARE SITE HOST'S SOLE AND EXCLUSIVE REMEDIES AND ARE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES IT MAY HAVE AGAINST CHARGEPOINT WITH RESPECT TO THE PERFORMANCE OF THE DONATED STATIONS.

5. Access to the Public. All of the Donated Stations will be installed in a manner and in locations that make them available for access and use by the general public. The Donated Stations, and the facilities in which they are located, shall be kept clean and in good repair by Site Host. Site Host shall promptly call ChargePoint in order to arrange for the repair of any non-functioning Donated Stations. Without the prior written consent of ChargePoint, Site Host shall not install the Donated Stations in any location where it charges for parking.

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6. Information Sharing. ChargePoint intends to share aggregated, anonymized data ("Data") regarding the use of the Donated Stations with the District. Site Host acknowledges and agrees that the Data may be used by the above-described entities for any purpose, including analyzing the public's use of the Donated Stations. Data shared with the District shall not include any personally identifiable information of any driver. ChargePoint shall protect all such information in accordance with applicable law. The District is an intended third party beneficiary under this Agreement.

7. Sale or Removal of the Donated Stations. Subject to the provisions of Section 13, if Site Host removes, assigns, sells or otherwise transfers without ChargePoint's prior written consent, the Donated Stations prior to the end of the Commitment Period, Site Host shall pay to ChargePoint an amount equal to the sum of (i) the fair market value of the Donated Station as of the date of this Agreement, (ii) the fair market value of a five year subscription to the ChargePoint Commercial Service Plan as of the date of this Agreement and (iii) the fair market value of a five year subscription to ChargePoint Assure as of the date of this Agreement.

8. No Amendment or Modification. No modification, amendment or waiver of this Agreement shall be effective unless pursuant to a writing executed by each of the Parties.

9. Waiver. A Party's failure at any time to require the other Party's performance of any obligation under this Agreement will in no way affect the full right to require such performance at any time thereafter. A Party's waiver of a breach of any provision of this Agreement will not constitute a waiver of the provision itself. A Party's failure to exercise any of its rights provided in this Agreement will not constitute a waiver of such rights. No waiver will be effective unless in writing and signed by an authorized representative of the non-breaching Party. Any such waiver will be effective only with respect to the specific instance and for the specific purpose given.

10. Applicable law. This Agreement will be construed, and performance will be determined, according to the laws of the State of California without reference to such state's principles of conflicts of law and the state and federal courts located in the County of Santa Clara, California, shall have exclusive jurisdiction over any claim arising under this Agreement.

11. Waiver of Jury Trial. Site Host and ChargePoint each hereby waive any right to jury trial in connection with any action or litigation arising out of this Agreement.

12. Severability. Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Site Host or ChargePoint will to any extent be determined by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, Site Host and ChargePoint or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.

13. Assignment. Site Host may not assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of ChargePoint; provided that Site Host may assign this Agreement in connection with the sale of substantially all of its assets or a merger; provided that the assignee agrees in writing to be bound by all of the provisions of this Agreement.

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14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

15. Term. This Agreement shall terminate upon the expiration of the Commitment Period.

City of Seaside	ChargePoint, Inc.
By:_____	By:_____
Name: Craig Malin	Name: Rex S. Jackson
Title: City Manager	Title: Chief Financial Officer
Address for Notices:	Address for Notices:
Attn: City Clerk	Attn: Legal Department
440 Harcourt Avenue	254 E. Hacienda Ave.
Seaside, CA 93955	Campbell, CA 95008

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Exhibit "A"

List of Donated Charging Stations and Equipment

Product Name	Product #	Quantity
ChargePoint Dual Head Bollard Mounted EV Charging Station	CT4000	2
R112(CA EV Charging Station Tow-Away sign	To be provided by Site Host	4
R113A(CA) No Parking Except for EV Charging Sign	To be provided by Site Host	4

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Exhibit "B"

Shipping Information and Installation Location

1. Shipping Information

Street Address 610 Olympia Avenue
City/ State/ Zip Code Seaside, CA 93955
Company Name City of Seaside
Contact Name Scott Ottmar
Contact Phone (831) 899-6885
Contact Email sottmar@ci.seaside.ca.us
Freight Terms FOB
Storage Conditions

2. Installation Location

Street Address 440 Harcourt Avenue
City/ State/ Zip Code Seaside, CA 93955
Company Name City of Seaside
Contact Name Scott Ottmar, acting City Engineer
Contact Phone (831) -899-6885
Contact Email sottmar@ci.seaside.ca.us

3. Approved Installer

Company Name Santa Cruz Westide Electric, dba Sandbar
Contact Name Scott Laskey, CEO
Contact Phone (831) 469-8888
Contact Email

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Exhibit "C"

Installation Scope of Work

TO BE COMPLETED WITH SITE SPECIFIC INFORMATION

1. Statement of Work including Quote

A. The scope of work includes the installation of two (2) complete CT 4000 Level 2 Commercial Electric Vehicle (EV) Charging Stations, including all components. The installation shall conform to all requirements as defined by the applicable codes, laws, rules, regulations and standards.

B. The scope shall include all items and all work reasonable required to install the EV Charging Station.

C. All cut sheets, shop drawings, and technical specifications shall be submitted, reviewed and accepted by the City of Seaside.

D, Refer to the technical information for the CT4000 Level 2 EV Charging Station to be made available by the City of Seaside.

E. Refer to City Hall Solar Canopy Project Agreement, contract number 347-9539, dated November 25, 2019 between the City of Seaside and Santa Cruz Westside Electric, dba Sandbar for contractual requirements for the installation of EV charging stations.

2. Clarifications

- ADA compliance:
  - Site Host will comply with the latest applicable building code requirements for EVSE facilities.
  - Site Host will rely on the guidelines for all motor vehicles when designing the spaces, including but not limited to striping, sidewalk/walkway access, and space measurements.
  - Site Host will ensure that the payment options on the EVSE accommodate use by persons with disabilities.
- EV parking signage and Electric Vehicle Charging Station Pavement Marking Details:
  - Site Host will deploy the following signage at the charging equipment location, as described in the California Department of Transportation (CalTrans) Manual on Uniform Traffic Control Devices (MUTCD) Policy Directive TR-0011 on Zero Emission Vehicle Signs and Pavement Markings, effective date, March 14, 2013
  - Each space will have two (2) signs on one (1) pole meeting the specifications a): R112(CA) Electric Vehicle Charging Station Tow-Away sign, and b): R113A(CA) No Parking EXCEPT FOR ELECTRIC VEHICLE CHARGING
  - Each parking slot will include painted pavement marking patterns meeting the standards for (CA) Electric Vehicle Charging Station Pavement Marking Details "EV CHARGING ONLY" in 12-inch high letters. In ADA slots "use this space last" signage will be deployed to preserve the ADA access except in maximum capacity scenarios.
  - Site Host will be responsible for all required signage and the mounting and installation of the signs

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3. **Excluded Items Outside of Agreement**

4. **Overhead Map View with Installation Location Marked**

City of Seaside

By: _____

Name: Craig Malin

Title: City Manager

Address for Notices:

440 Harcourt Avenue

Seaside, CA 93955

Santa Cruz Westside Electric, Inc

Dba Sandbar

By:_____

Name:Scott Laskey

Title: Chief Executive Officer

Address for Notices:

2656 Mission Street

Santa Cruz, CA 95060

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Exhibit "D"

CHARGEPOINT ASSURE

TERMS AND CONDITIONS OF SERVICE

Welcome to ChargePoint Assure. ChargePoint Assure is a full service maintenance and support program designed specifically for ChargePoint customers.

1. **WHAT IS COVERED:** With ChargePoint Assure, ChargePoint agrees to do each of the following:
   a. Ensure that all parts are provided and labor is performed, on-site if necessary, to correct any defect in the materials or workmanship of electric vehicle charging stations purchased from ChargePoint, Inc., or its representatives ("Charging Stations") in a prompt and professional manner.
   b. Provide remote, automated monitoring of your Charging Stations.
   c. Perform triage with respect to any Charging Station that may be defective.
   d. Coordinate all repairs necessary to have your Charging Station back up and running.
   e. Ensure that you are provided response no later than two business days from the date ChargePoint becomes aware of an issue.
   f. Begin onsite repairs within two business days from the delivery of any parts required to fix your Charging Station.
2. **WHAT IS NOT COVERED:** ChargePoint undertakes no responsibility with respect to repairing, replacing, monitoring or servicing anything other than your Charging Stations. This means, for example, that ChargePoint is not responsible for the physical mounting and electrical wiring of your Charging Stations or for the performance of any cellular or Wi-Fi repeaters or other devices installed in connection with your Charging Stations.
3. **CUSTOMER RESPONSIBILITIES:** In order to perform its obligations under ChargePoint Assure, ChargePoint needs your cooperation. Specifically, you agree to:
   a. Provide reasonable access to ChargePoint or its designee as necessary for the performance of ChargePoint's obligations.
   b. Permit ChargePoint to access the Charging Stations remotely by maintaining a separately purchased Cloud Services subscription necessary for remote access.
   c. Maintain your premises in accordance with all applicable laws, rules and regulations.
   d. Keep the areas in which Charging Stations are located in a clean, safe and orderly condition, to at least the same standard as you customarily use to maintain the remainder of your premises.
   e. Promptly notify ChargePoint of any suspected defect with a Charging Station.

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4. **WHO IS ELIGIBLE FOR CHARGEPOINT ASSURE?:** ChargePoint Assure is only available to purchasers of Charging Stations who either: 1) use a ChargePoint Operations and Maintenance Partner ("O&M Partner") to install their Charging Stations or 2) successfully complete a site validation as described below.
   a. **ChargePoint O&M Partner Installation.** For information on how to contact a ChargePoint O&M Partner, please contact your ChargePoint sales representative or authorized ChargePoint reseller for more details.
   b. **Site Validation:** If you do not use an O&M Partner to install your Charging Station, you still will be eligible for ChargePoint Assure after your installation has been validated by ChargePoint or an authorized third party. The purpose of the site validation is to ensure that your Charging Stations were installed correctly, in accordance with ChargePoint's recommended specifications and operational requirements. Site validations require the payment of ChargePoint's then current fee, charged on a "per site" basis. For these purposes, a "site" is defined as any group of Charging Stations whose circuits are terminated at the same power panel.
5. **EXCLUSIONS FROM COVERAGE:** ChargePoint's obligations under ChargePoint Assure shall not apply to defects or service repairs resulting from the following:
   a. Cosmetic damage such as scratches and dents.
   b. Normal aging.
   c. Abuse, vandalism, damage or other problems caused by accidents or negligence (including but not limited to physical damage from being struck by a vehicle), or use of the Charging Station in a way other than as specified in the applicable Charge Point documentation.
   d. Installation, alteration, modification or relocation of the Charging Station that was not approved in writing by ChargePoint, performed by an O&M Partner or validated in the manner described above.
   e. Use of the Charging Station with software, interfacing, parts or supplies not supplied by ChargePoint.
   f. Damage as a result of extreme power surge, extreme electromagnetic field or any other acts of nature.
   In addition ChargePoint's obligations under ChargePoint Assure shall not apply to any Charging Station that was not installed by a ChargePoint O&M Partner or a ChargePoint certified installer pursuant to the provisions of Section 4 of these Terms and Conditions.
6. **CONTACT INFORMATION:** If at any time turning the term of your coverage of ChargePoint Assure you believe you have a defective Charging Station, contact Customer Service at 1-877-850-4562 or support@chargepoint.com.
7. **SERVICE TERM:** If you comply with the installation requirements described in Section 4, you will receive, at no-cost, ChargePoint Assure coverage that will replace your standard ChargePoint Warranty and will last for the remainder of the standard Warranty period, if any. You may purchase extensions to your ChargePoint Assure coverage. The extension period will begin on the date your standard Exchange Warranty expires or, if applicable, the date that any extensions to ChargePoint Assure coverage that you have previously purchased expire. Please contact your ChargePoint sales representative or authorized ChargePoint reseller for more details.

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8. **PAYMENTS:** ChargePoint will send you an invoice for any extended ChargePoint Assure coverage that you order. Payment is due within thirty (30) days of the invoice date. All payments shall be made in U.S. Dollars and may be made by check, wire transfer, ACH payment system or other means approved by ChargePoint. Customer may not offset any amounts due to ChargePoint hereunder against amounts due to Customer under this Agreement or any other agreement. Fees payable to ChargePoint do not include any Taxes, and Subscriber is responsible for any and all such Taxes. All payment obligations under this Agreement are non-cancelable and non-refundable. Late payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law. Customer will reimburse ChargePoint for attorneys' fees and other expenses reasonably incurred by ChargePoint in the collection of any late payments. If any amount owing by Customer under this Agreement is more than thirty (30) days overdue, ChargePoint may, without otherwise limiting ChargePoint's rights or remedies, (a) terminate this Agreement and (b) refuse to provide ChargePoint Assure coverage until ChargePoint has received payment in full.
9. **TRANSFERS:** Your ChargePoint Assure coverage applies only to the Charging Stations and installation site for which it was purchased. If you sell or otherwise transfer your Charging Stations, your ChargePoint Assure coverage may not be transferred without ChargePoint's prior written consent.
10. **REPLACEMENT PARTS AND STATIONS:** Replacement parts or charging stations provided by ChargePoint under ChargePoint Assure may be remanufactured or reconditioned parts or Charging Stations or, if the exact Charging Station is no longer manufactured by ChargePoint, a Charging Station with substantially similar functionality. All replaced parts and Charging Stations, whether under warranty or not, become the property of ChargePoint. Any replacement parts or Charging Stations so furnished will be covered by ChargePoint Assure for the remainder of your ChargePoint Assure coverage or ninety (90) days from the date of delivery of such replacement parts or Charging Stations, whichever is later.
11. **LIMITS ON LIABILITY:** This section limits ChargePoint's liability under ChargePoint Assure. Please read it carefully.
    a. CHARGEPOINT IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, LOST DATA, LOSS OF USE, OR COST OF COVER INCURRED BY YOU ARISING OUT OF OR RELATED TO YOUR PURCHASE OR USE OF, OR INABILITY TO USE, THE CHARGING STATION, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF CHARGEPOINT KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE CUMULATIVE LIABILITY OF CHARGEPOINT FOR ALL CLAIMS WHATSOEVER RELATED TO PERFORMANCE BY CHARGEPOINT OF ITS OBLIGATIONS UNDER CHARGEPOINT ASSURE WILL NOT EXCEED THE PRICE YOU PAID FOR CHARGEPOINT ASSURE. THE LIMITATIONS

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SET FORTH HEREIN ARE INTENDED TO LIMIT THE LIABILITY OF CHARGEPOINT AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

b. Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

12. **ARBITRATION:** These ChargePoint Assure Terms and Conditions of Service are to be construed according to the laws of the State of California, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Any dispute arising from or relating to these ChargePoint Assure Terms and Conditions of Service shall be arbitrated in Santa Clara, California. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the parties agree, a mediator may be consulted prior to arbitration. All claims shall be brought in the parties' individual capacities, and not as a plaintiff or class member in any purported class or representative proceeding.
13. **AMENDMENT OR MODIFICATION:** These ChargePoint Assure Terms and Conditions of Service may not be amended or modified except pursuant to a writing executed by each of the parties.
14. **WAIVER:** The failure of either Party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.
15. **FORCE MAJEURE:** ChargePoint will not be liable for failure to perform any of its obligations hereunder due to causes beyond its reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake or other natural disaster (irrespective of ChargePoint's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits ChargePoint from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.
16. **SEVERABILITY.** Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.
17. **ASSIGNMENT.** You may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of ChargePoint. In the event of any purported assignment in breach of this Section 17, ChargePoint shall be entitled, at its sole discretion, to terminate these ChargePoint Assure Terms and Conditions of Service by providing written notice to you. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors

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and permitted assigns. ChargePoint may assign its rights and obligations under this Agreement.

18. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings. To the extent of any conflict or inconsistency between these ChargePoint Assure Terms and Conditions of Service and any purchase order, the Agreement shall prevail.
19. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

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Exhibit B

CHARGEPOINT®

MASTER SERVICES AND SUBSCRIPTION AGREEMENT

IMPORTANT: THIS MASTER SERVICES AND SUBSCRIPTION AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU OR THE CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY YOU REPRESENT ("SUBSCRIBER") AND CHARGEPOINT, INC., A DELAWARE CORPORATION ("CPI"). PLEASE READ IT CAREFULLY. BY USING ANY OF THE CHARGEPOINT SERVICES, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT USE ANY CHARGEPOINT SERVICES.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY, THAT ENTITY REPRESENTS THAT YOU HAVE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, YOU MAY NOT ENTER INTO THIS AGREEMENT AND SUCH ENTITY MAY NOT USE THE CHARGEPOINT SERVICES.

1. AGREEMENT.

1.1 SCOPE OF AGREEMENT. This Agreement governs the following activities:

(a) Provisioning of Subscriber's Charging Station(s), if any, on ChargePoint;

(b) Activation and use of the ChargePoint Services on Subscriber's Charging Station(s), if any;

(c) Subscriber's use of the APIs as part of the ChargePoint Services;

(d) Each grant of Rights by Subscriber; and

(e) Each grant of Rights by a third party to Subscriber.

1.2 EXHIBITS AND PRIVACY POLICY. This Agreement includes the CPI Privacy Policy, as amended from time to time, and the following Exhibits, which are made a part of, and are hereby incorporated into, this Agreement by reference.

Exhibit 1: Flex Billing Terms
Exhibit 2: API Terms
Exhibit 3: Terms Regarding Granting and Receipt of Rights

In the event of any conflict between the terms of this Agreement on the one hand, and the Privacy Policy or any Exhibit on the other hand, this Agreement shall govern. Capitalized terms not otherwise defined in any Exhibit or the Privacy Policy shall have the same meaning as in this Agreement.

2. DEFINITIONS. The following terms shall have the definitions set forth below when used in this Agreement:

2.1 ***"Affiliate"*** means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of fifty percent (50%) or more of the voting interests of the subject entity.

2.2 "***APIs***" means, individually or collectively, the application programming interfaces which are made available to Subscriber from time to time, as and when updated by CPI.

2.3 ***"ChargePoint Connections"*** shall have the meaning ascribed to it in the applicable data sheet. The term ChargePoint Connections shall also mean any successor service provided by CPI.

2.4 "***ChargePoint®***" means the open-platform network of electric vehicle charging stations and the vehicle charging applications the network delivers, that is operated and maintained by CPI (as defined below) in order to provide various services to, among others, Subscriber and its employees.

2.5 ***"ChargePoint Services"*** means, collectively, the various cloud services offerings (including, without limitation, APIs and application service plans) made available for subscription by CPI.

2.6 ***"ChargePoint Application***" means any of the applications established and maintained by CPI which will allow Subscriber to access ChargePoint Services.

2.7 "***Charging Station***" means the electric vehicle charging station(s) purchased by Subscriber, whether manufactured by CPI or by a CPI authorized entity, which are registered and activated on ChargePoint.

2.8 "***Content***" means all data collected or maintained by CPI in connection with the operation of ChargePoint.

2.9 **"*CPI Marks*"** means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used in connection with ChargePoint and/or CPI manufactured Charging Stations, including without limitation, ChargePoint.

2.10 "***CPI Property***" means (i) ChargePoint, (ii) the ChargePoint Services (including all Content), (iii) all data generated or collected by CPI in connection with the operation of ChargePoint and ChargePoint Services, (iv) the CPI Marks, (v) the ChargePoint Cards, and (vi) all other CPI-supplied material developed or provided by CPI for Subscriber use in connection with the ChargePoint Services.

2.11 "***Documentation***" means written information (whether contained in user or technical manuals, product materials, specifications or otherwise) pertaining to ChargePoint Services and/or ChargePoint and made available from time to time by CPI to Subscriber in any manner (including on-line).

2.12 ***"Effective Date"*** means the earlier of (a) the date that Subscriber electronically accepts this Agreement, or (b) the date of Subscriber's first use of the ChargePoint Services.

2.13 "***Intellectual Property Rights***" means all intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, franchises, licenses, inventories, know-how, trade secrets, Subscriber lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records.

2.14 ***"Malicious Code"*** means viruses, worms, time bombs, Trojan horses and all other forms of malicious code, including without limitation, malware, spyware, files, scripts, agents or programs.

2.15 ***"Party"*** means each of CPI and Subscriber.

2.16 "***PII***" means personally identifiable information regarding Subscriber or a User (e.g., name, address, email address, phone number or credit card number) that can be used to uniquely identify, contact or locate Subscriber or such User.

2.17 **"*Provisioning"*** means activating Charging Stations, warrantees and Service Plans on ChargePoint

2.18 ***"Rights"*** means the rights, authorizations, privileges, actions, information and settings within the ChargePoint Services which a Rights Grantor grants to an Rights Grantee, to enable such Rights Grantee to access, obtain and use certain portions of the ChargePoint Services and certain information available therein in the course of providing services to or on behalf of such Rights Grantor in connection

with one or more of the Rights Grantor's Charging Stations. A Rights Grantor shall be deemed to have granted Rights to the entity that will be responsible for creating Subscriber's account and Provisioning Subscriber's Charging Stations. Such deemed grant may be terminated by Subscriber at any time.

2.19 ***"Service Plan(s)"*** means subscription plans to the ChargePoint Services which are offered and sold by CPI from time to time, which vary according to their features, privileges and pricing.

2.20 **"Subscriber"** means _____.

2.21 ***"Subscriber Content and Services"*** means any content and/or services that a Subscriber provides or makes available to Users and/or the general public in connection with the ChargePoint Services, other than Content, ChargePoint Services and CPI Property.

2.22 **"*Subscriber Marks*"** means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used by Subscriber in connection with its business and/or Charging Stations.

2.23 ***"Subscription Fees"*** means the fees payable by Subscriber for subscribing to any ChargePoint Services.

2.24 ***"Taxes"*** shall mean all present and future taxes, imposts, levies, assessments, duties or charges of whatsoever nature including without limitation any withholding taxes, sales taxes, use taxes, service taxes, value added or similar taxes at the rate applicable for the time being imposed by any national or local government, taxing authority, regulatory agency or other entity together with any penalty payable in connection with any failure to pay or any delay in paying any of the same and any interest thereon.

2.25 ***"Token(s)"*** means the serialized proof of purchase of a Service Plan that is used by CPI in connection with enabling Services and/or provisioning Charging Stations.

2.26 "***User***" means any person using a Charging Station.

3. <u>AVAILABLE CHARGEPOINT SERVICES & SERVICE PLANS</u>. A description of the various ChargePoint Services and Service Plans currently available for subscription is located on the CPI website. CPI may make other ChargePoint Services and/or Service Plans available from time to time, and may amend the features or benefits offered with respect to any ChargePoint Service or Service Plan at any time and from time to time. Subscription Fees are based on Subscriber's choice of Service Plan and not on actual usage of the Subscription.

4. <u>CPI'S RESPONSIBILITIES AND AGREEMENTS</u>.

4.1 OPERATION OF CHARGEPOINT. CPI agrees to provide and shall be solely responsible for: (i) provisioning and operating, maintaining, administering and supporting ChargePoint and related infrastructure (other than Subscriber's Charging Stations and infrastructure for transmitting data from Charging Stations to any ChargePoint operations center); (ii) provisioning and operating, maintaining, administering and supporting the ChargePoint Applications; and (iii) operating ChargePoint in compliance with all applicable laws. CPI will protect the confidentiality and security of PII in accordance with all applicable laws and regulations and the CPI Privacy Policy and acknowledges that it is responsible for the security of "cardholder data" (as that term is defined for purposes of the Payment Card Industry – Data Security Standards), if any, that CPI possesses, otherwise stores, processes or transmits on behalf of Subscriber or for any impact, if any, on the security of Subscriber's cardholder data environment.

4.2 LIMITATIONS ON RESPONSIBLITY. CPI shall not be responsible for, and makes no representation or warranty with respect to the following: (i) specific location(s) or number of Charging Stations now, or in the future, owned, operated and/or installed by persons other than Subscriber, or the

total number of Charging Stations that comprise ChargePoint; (ii) continuous availability of electrical service to any of Subscriber's Charging Stations; (iii) continuous availability of any wireless or cellular communications network or Internet service provider network necessary for the continued operation by CPI of ChargePoint; (iv) availability of or interruption of the ChargePoint Network attributable to unauthorized intrusions; and/or (v) charging stations that are not registered with and activated on the ChargePoint Network.

5. SUBSCRIBER'S RESPONSIBILITIES AND AGREEMENTS.

5.1 GENERAL.

(a) All use of ChargePoint and ChargePoint Services by Subscriber, its employees and agents and its grantees of Rights shall comply with this Agreement and all of the rules, limitations and policies of CPI set forth in the Documentation. All ChargePoint Services account details, passwords, keys, etc. are granted to Subscriber solely for Subscriber's own use (and the use of its grantees of Rights), and Subscriber shall keep all such items secure and confidential. Subscriber shall prevent, and shall be fully liable to CPI for, any unauthorized access to or use of ChargePoint or ChargePoint Services via Subscriber's Charging Stations, ChargePoint Services account(s) or other equipment. Subscriber shall immediately notify CPI upon becoming aware of any such unauthorized use.

(b) Subscriber shall be solely responsible for: (i) Provisioning of its Charging Stations, if any; (ii) keeping Subscriber's contact information, email address for the receipt of notices hereunder, and billing address for invoices both accurate and up to date; (iii) updating on the applicable ChargePoint Application, within five (5) business days, the location to which any of Subscriber's Charging Stations are moved; (iv) the maintenance, service, repair and/or replacement of Subscriber's Charging Stations as needed, including informing CPI of the existence of any Charging Stations that are non-operational and not intended to be replaced or repaired by Subscriber; and (v) compliance with all applicable laws.

(c) Subscriber shall deliver in full all benefits promised to Users by Subscriber in exchange for such Users connecting with Subscriber using ChargePoint Connections.

5.2 REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER. Subscriber represents and warrants to CPI that: (i) it has the power and authority to enter into and be bound by this Agreement and shall have the power and authority to install the Charging Stations and any other electrical vehicle charging products which are registered and activated on the ChargePoint Network); (ii) the electrical usage to be consumed by Subscriber's Charging Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Subscriber is a party; and (iii) it has not installed or attached and will not install or attach Charging Stations on or to infrastructure not owned by Subscriber without proper authority, or in a manner that will block any easement or right of way.

5.3 CHARGEPOINT CARDS. Subscriber may be permitted by CPI, in CPI's sole discretion, to obtain CPI-provisioned radio-frequency identification cards ("ChargePoint Cards") which enable the individual card recipients to access and use ChargePoint. Subscriber may distribute such ChargePoint Cards to individuals, and each individual ChargePoint Card recipient is responsible for activating his or her ChargePoint Card on ChargePoint directly with CPI on the CPI web site. In no event will Subscriber create any separate ChargePoint accounts for any ChargePoint Card recipients or other third parties, nor will Subscriber create anonymous ChargePoint accounts associated with any ChargePoint Card.

5.4 USE RESTRICTIONS AND LIMITATIONS. Subscriber shall not:

(a) sell, resell, license, rent, lease or otherwise transfer the ChargePoint Services or any Content therein to any third party;

(b) interfere with or disrupt the ChargePoint Services, servers, or networks connected to the ChargePoint Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the ChargePoint Services;

(c) restrict or inhibit any other user from using and enjoying the ChargePoint Services or any other CPI services;

(d) attempt to gain unauthorized access to the ChargePoint Network or the ChargePoint Services or related systems or networks or any data contained therein, or access or use ChargePoint or ChargePoint Services through any technology or means other than those provided or expressly authorized by CPI;

(e) create any ChargePoint Services user account by automated means or under false or fraudulent pretenses, or impersonate another person or entity on ChargePoint, or obtain or attempt to obtain multiple keys for the same URL;

(f) reverse engineer, decompile or otherwise attempt to extract the source code of the ChargePoint Services or any part thereof, or any Charging Station, except to the extent expressly permitted or required by applicable law;

(g) create derivative works based on any CPI Property;

(h) remove, conceal or cover the CPI Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Charging Stations or any peripheral equipment for use in connection with Subscriber's Charging Stations;

(i) except as otherwise expressly permitted by this Agreement or in any applicable data sheet relating to a ChargePoint Service, copy, frame or mirror any part of the ChargePoint Services or ChargePoint Content, other than copying or framing on Subscriber's own intranets or otherwise solely for Subscriber's own internal business use and purposes;

(j) access ChargePoint, any ChargePoint Application or the ChargePoint Services for the purpose of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purpose, or for any improper purpose whatsoever, including, without limitation, in order to build a competitive product or service or copy any features, functions, interface, graphics or "look and feel;"

(k) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the ChargePoint Services or Content or collect information about ChargePoint users for any unauthorized purpose;

(l) upload, transmit or introduce any Malicious Code to ChargePoint or ChargePoint Services;

(m) use any of the ChargePoint Services if Subscriber is a person barred from such use under the laws of the United States or of any other jurisdiction; or

(n) use the ChargePoint Services to upload, post, display, transmit or otherwise make available (A) any inappropriate, defamatory, obscene, or unlawful content; (B) any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party; (C) any messages, communication or other content that promotes pyramid schemes, chain letters, constitutes disruptive commercial messages or advertisements, or is prohibited by applicable law, the Agreement or the Documentation.

5.5 CONTENT.

(a) ChargePoint Content (including but not limited to Charging Station data and status) is provided for planning purposes only. Subscriber may find that various events may mean actual Charging Station conditions (such as availability or pricing) differ from what is set forth in the Content. In addition, certain Charging Station-related Content, including Charging Station name and use restrictions, is set by the Charging Station owner and is not verified by CPI. Subscriber should exercise judgment in Subscriber's use of the Content.

(b) Certain Content may be provided under license from third parties and is subject to copyright and other intellectual property rights of such third parties. Subscriber may be held liable for any unauthorized copying or disclosure of such third party-supplied Content. Subscriber's use of such Content may be subject to additional restrictions set forth in the Documentation.

(c) Subscriber shall not copy, modify, alter, translate, amend, or publicly display any of the Content except as expressly permitted by the Documentation. Subscriber shall not present any portion of the Content in any manner, that would (i) make such Content false, inaccurate or misleading, (ii) falsify or delete any author attributions or labels of the origin or source of Content, or (iii) indicate or suggest that the Charging Station locations provided as part of the Content are anything other than ChargePoint® Network Charging Stations.

(d) Subscriber shall not remove, obscure, or alter in any manner any proprietary rights notices (including copyright and trademark notices), warnings, links or other notifications that appear in the ChargePoint Service.

6. <u>SUBSCRIPTION FEES AND PAYMENT TERMS</u>.

6.1 SUBSCRIPTION FEES. Subscriber shall pay all Subscription Fees within thirty (30) days of its receipt of CPI's invoice. All payments shall be made in U.S. Dollars by check, wire transfer, ACH payment system or other means approved by CPI. Customer may not offset any amounts due to CPI hereunder against amounts due to Customer under this Agreement or any other agreement. Fees payable to CPI do not include any Taxes, and Subscriber is responsible for any and all such Taxes. All payment obligations under this Agreement are non-cancelable and non-refundable.

6.2 LATE PAYMENTS. Late payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law. Subscriber will reimburse CPI for attorneys' fees and other expenses reasonably incurred by CPI in the collection of any late payments. If any amount owing by Subscriber under this Agreement is more than thirty (30) days overdue, CPI may, without otherwise limiting CPI's rights or remedies, (a) terminate this Agreement, (b) suspend the use by Subscriber of the ChargePoint Services until such amounts are paid in full, and/or (c) condition future ChargePoint Service renewals and other Subscriber purchases on payment terms other than those set forth herein; provided that CPI shall not exercise any such rights if Subscriber has reasonably disputed such charges and is cooperating diligently in good faith to resolve the dispute.

7. <u>INTELLECTUAL PROPERTY RIGHTS AND LICENSES</u>.

7.1 CPI PROPERTY. As between CPI and Subscriber, CPI retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to the CPI Property and any improvements thereto. No rights are granted to Subscriber in the CPI Property hereunder except as expressly set forth in this Agreement.

7.2 SUBSCRIBER PROPERTY. As between CPI and Subscriber, Subscriber retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to (i) all Subscriber Marks and (ii) all Subscriber Content and Services (collectively, the "Subscriber Property"). No rights are granted to CPI in the Subscriber Property hereunder except as expressly set forth in this Agreement.

7.3 LIMITED LICENSE TO SUBSCRIBER. CPI hereby grants to Subscriber a royalty-free, non-assignable, non-transferable, and non-exclusive license to use the CPI Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for Subscriber to access, use and receive the ChargePoint Services as permitted herein.

7.4 LIMITED LICENSE TO CPI. Subscriber hereby grants to CPI a non-assignable, non-transferable, and non-exclusive license to use the Subscriber Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for CPI to provide the ChargePoint Services. CPI may utilize the Subscriber Marks to advertise that Subscriber is using the ChargePoint Services. The foregoing license includes a perpetual and irrevocable right of CPI to reproduce, adapt, modify, translate, publicly perform, publicly display and distribute all Subscriber Content and Services submitted, posted or displayed by Subscriber in the ChargePoint Services, solely for the purpose of enabling CPI to operate, market and promote the ChargePoint Services, and to index and serve such Subscriber Content and Services as search results through ChargePoint Services. CPI shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the ChargePoint Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber or Subscriber Rights Grantees relating to the ChargePoint Services.

7.5 ADDITIONAL TERMS REGARDING CPI MARKS.

(a) USE LIMITATIONS. Subscriber shall display the CPI Marks in connection with Subscriber Charging Stations as required in this Agreement during the term of Subscriber's Service Plan. Subscriber shall not use any of the CPI Marks for or with any products other than its Charging Stations. From time to time, CPI may provide updated CPI Mark usage guidelines on the ChargePoint Application or elsewhere in the Documentation, and Subscriber shall thereafter comply with such updated guidelines. For any use of the CPI Mark not authorized by such guidelines, or if no such guidelines are provided, then for each initial use of the CPI Mark, Subscriber must obtain CPI's prior written consent, which shall not be unreasonably withheld or delayed, and after such consent is obtained, Subscriber may use the CPI Mark in the approved manner. All use by Subscriber of CPI's Marks (including any goodwill associated therewith) will inure to the benefit of CPI.

(b) PROHIBITIONS. Subscriber shall not use or display any CPI Mark (or any likeness of a CPI Mark):

(i) as a part of the name under which Subscriber's business is conducted or in connection with the name of a business of Subscriber or its Affiliates;

(ii) in any manner that (x) implies a relationship or affiliation with CPI other than as described under the Agreement, (y) implies any sponsorship or endorsement by CPI, or (z) can be reasonably interpreted to suggest that any Subscriber Content and Services has been authored by, or represents the views or opinions of CPI or CPI personnel;

(iii) in any manner intended to disparage CPI, ChargePoint, or the ChargePoint Services, or in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to CPI;

(iv) in any manner that violates any law or regulation; or

(v) that is distorted or altered in any way (including squeezing, stretching, inverting, discoloring, etc.) from the original form provided by CPI.

(c) NO REGISTRATION OF CPI MARKS. Subscriber shall not, directly or indirectly, register or apply for, or cause to be registered or applied for, any CPI Marks or any patent, trademark, service mark, copyright, trade name, domain name or registered design that is substantially or confusingly similar to a CPI Mark, patent, trademark, service mark, copyright, trade name, domain name or registered design of CPI, or that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Subscriber by CPI. At no time will Subscriber challenge or assist others to challenge the CPI Marks (except to the extent such restriction is prohibited by law) or the registration thereof by CPI.

(d) TERMINATION AND CESSATION OF USE OF CPI MARKS. Upon termination of this Agreement, Subscriber will immediately discontinue all use and display of all CPI Marks.

8. <u>LIMITATIONS OF LIABILITY</u>.

8.1 DISCLAIMER OF WARRANTIES. CHARGEPOINT AND THE CHARGEPOINT SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR SUBSCRIBER'S USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CPI DOES NOT WARRANT THAT (A) SUBSCRIBER'S USE OF THE CHARGEPOINT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE FROM ERROR, OR MEET SUBSCRIBER'S REQUIREMENTS; (B) ALL CONTENT AND OTHER INFORMATION OBTAINED BY SUBSCRIBER FROM OR IN CONNECTION WITH THE CHARGEPOINT SERVICES WILL BE ACCURATE AND RELIABLE; (C) ALL DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE CHARGEPOINT SERVICES WILL BE CORRECTED. ALL CONTENT OBTAINED THROUGH THE CHARGEPOINT SERVICES IS OBTAINED AT SUBSCRIBER'S OWN DISCRETION AND RISK, AND SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER'S COMPUTER SYSTEM OR OTHER DEVICE, LOSS OF DATA, OR ANY OTHER DAMAGE OR INJURY THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT.

8.2 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CPI BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE CHARGEPOINT NETWORK, ANY CHARGEPOINT SERVICES, THIS AGREEMENT, A GRANT OR RECEIPT OF RIGHTS OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY SUBSCRIBER NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT.

8.3 ELECTRICAL, CELLULAR AND INTERNET SERVICE INTERRUPTIONS. Neither CPI nor Subscriber shall have any liability whatsoever to the other with respect to damages caused by: (i) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions, whatever the cause; (ii) interruptions in wireless or cellular service linking Charging Stations to ChargePoint; (iii) interruptions attributable to unauthorized ChargePoint Network intrusions; (iv) interruptions in services provided by any Internet service provider not affiliated with CPI; or (v) the inability of a Charging Station to access ChargePoint as a result of any change in product offerings (including, without limitation, the any network upgrade or introduction of any "next generation" services)

by any wireless or cellular carrier. This includes the loss of data resulting from such electrical, wireless, cellular or Internet service interruptions.

8.4 LIMITATION OF LIABILITY. CPI's aggregate liability under this Agreement shall not exceed aggregate Subscription Fees paid by Subscriber to CPI in the twelve (12) calendar months prior to the event giving rise to the liability.

8.5 CELLULAR CARRIER LIABILITY. IN ORDER TO DELIVER THE CHARGEPONT SERVICES, CPI HAS ENTERED INTO CONTRACTS WITH ONE OR MORE UNDERLYING WIRELESS SERVICE CARRIERS (THE "UNDERLYING CARRIER"). SUBSCRIBER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING CARRIER AND SUBSCRIBER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CPI AND THE UNDERLYING CARRIER. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO SUBSCRIBER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. SUBSCRIBER AGREES TO INDEMNIFY AND HOLD HARMLESS THE UNDERLYING CARRIER AND ITS OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH USE, FAILURE TO USE, OR INABILITY TO USE THE WIRELESS SERVICES EXCEPT WHERE THE CLAIMS RESULT FROM THE UNDERLYING CARRIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF THE AGREEMENT. SUBSCRIBER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED. SUBSCRIBER UNDERSTANDS THAT CPI AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CHARGEPOINT SERVICES.

8.6 ADDITIONAL RIGHTS. BECAUSE SOME STATES OR JURISDICITONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES AND/OR THE DISCLAIMER OF IMPLIED WARRANTIES AS SET FORTH IN THIS SECTION 8, ONE OR MORE OF THE ABOVE LIMITATIONS MAY NOT APPLY; PROVIDED THAT, IN SUCH INSTANCES, CPI'S LIABILTY AND/OR IMPLIED WARRANTIES GRANTED IN SUCH CASES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. TERM AND TERMINATION.

9.1 TERM OF AGREEMENT. This Agreement shall become effective on the Effective Date and shall continue until the expiration of all of Subscriber's Service Plans.

9.2 SERVICE PLAN TERM. Each Service Plan acquired by Subscriber shall commence as follows: Each Service Plan acquired for use with a new Charging Station will commence on the earlier to occur of (i) the date of Provisioning such new Charging Station, or (ii) one year from the date the Token(s) necessary for Provisioning such new Charging Station is made available to Subscriber or its installer. Renewals of Service Plans will commence on the date of the expiration of the Subscription being renewed. Each Subscriber Service Plan shall continue for the applicable duration thereof, unless this Agreement is terminated earlier in accordance with its terms.

9.3 TERMINATION BY CPI.

(a) This Agreement may be immediately terminated by CPI: (i) if Subscriber is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days (or within five (5) days in the case of any payment default) of Subscriber's receipt of written notice thereof; (ii) Subscriber becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors; (iii) upon the determination by any regulatory body that the subject matter of this Agreement is subject to any governmental regulatory authorization or review that imposes additional costs of doing business upon

CPI; or (iv) as otherwise explicitly provided in this Agreement. Regardless of whether Subscriber is then in breach, CPI may, in its reasonable discretion, determine that it will not accept any renewal by Subscriber of its subscription to ChargePoint Services. In such case, this Agreement shall terminate upon the later of the expiration of all of Subscriber's subscriptions to ChargePoint Services.

(b) CPI may in its discretion suspend Subscriber's continuing access to the ChargePoint Services or any portion thereof if (A) Subscriber has breached any provision of this Agreement, or has acted in manner that indicates that Subscriber does not intend to, or is unable to, comply with any provision of this Agreement; (B) such suspension is required by law (for example, due to a change to the law governing the provision of the ChargePoint Services); or (c) providing the ChargePoint Services to Subscriber could create a security risk or material technical burden as reasonably determined by CPI.

9.4 TERMINATION BY SUBSCRIBER.

This Agreement may be immediately terminated by Subscriber without prejudice to any other remedy of Subscriber at law or equity: (i) if CPI is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof, or (ii) CPI becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors.

9.5 REFUND OR PAYMENT UPON TERMINATION. Upon any termination of this Agreement for cause by Subscriber pursuant to Section 9.4(i) or by CPI pursuant to Section 9.3(a)(iii), CPI shall refund to Subscriber a pro-rata portion of any pre-paid Subscription Fees based upon the remaining Service Plan term. Upon any termination for any other reason, Subscriber shall not be entitled to any refund of any Subscription Fees as a result of such termination. In no event shall any termination relieve Subscriber of any unpaid Subscription Fees due CPI for the Service Plan term in which the termination occurs or any prior Service Plan term.

9.6 SURVIVAL. Those provisions dealing with the Intellectual Property Rights of CPI, limitations of liability and disclaimers, restrictions of warranty, Applicable Law and those other provisions which by their nature or terms are intended to survive the termination of this Agreement will remain in full force and effect as between the Parties hereto regardless of the termination of this Agreement.

10. <u>INDEMNIFICATION</u>. Subscriber hereby agrees to indemnify, defend and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Claims") suffered or incurred by such indemnified parties resulting from or arising out of Subscriber's actual or alleged use (directly, or through a grantee of Rights by Subscriber) of the ChargePoint Services, ChargePoint or Subscriber Content and Services. Subscriber will cooperate as fully as reasonably required in the defense of any claim. CPI reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by Subscriber.

11. <u>GENERAL</u>.

11.1 AMENDMENT OR MODIFICATION. CPI reserves the right to modify this Agreement from time to time. CPI will provide notice of each such modification to Subscriber. Subscriber's continued use of the ChargePoint Services following such notice will constitute an acceptance of the modified Agreement.

11.2 WAIVER. The failure of either Party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.

11.3 FORCE MAJEURE. Except with respect to payment obligations, neither CPI nor Subscriber will be liable for failure to perform any of its obligations hereunder due to causes beyond such party's reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake or other natural disaster (irrespective of such Party's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits a Party from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.

11.4 ARBITRATION. This Agreement is to be construed according to the laws of the State of California, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Except with respect to any matter relating to Subscriber's violation of the intellectual property rights of CPI, any dispute arising from or relating to this Agreement shall be arbitrated in Santa Clara, California. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration. All claims shall be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of CPI, such claim may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.

11.5 NOTICE TO CALIFORNIA CUSTOMERS.

(a) California's Low Carbon Fuel Standard ("LCFS") was enacted to ensure that the mix of fuels sold by California oil refiners and distributers meets applicable greenhouse gas emissions targets. California has a statewide goal to reduce carbon intensity of transportation fuels by at least 10% by 2020.

(b) The ChargePoint Network can track the fueling of electric vehicles, which positively contributes to reducing California's carbon intensity. If applicable reporting requirements are met, LCFS credits are issued by the California Air Resources Board. An available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations, including both Subscriber and CPI. However, the LCFS credits are only available to one party, meaning any available credits may be claimed by either Subscriber or CPI, but not by both. CPI intends to claim available LCFS credits generated from use of the Charging Stations, but will not claim any available LCFS credits that Subscriber intends to claim. If Subscriber intends to claim the LCFS credits, it must engage in the reporting and other administrative obligations necessary to generate such credits.

(c) Subscriber agrees that it will provide CPI with written notice of its intent to claim LCFS credits within ten (10) days of the date of the Effective Date. If Subscriber does not currently intend to claim the LCFS credits, but desires to do so at any time in the future, Subscriber may, by providing written notice to CPI, elect to claim LCFS credits generated thirty (30) days or more after the date of such notice. Subscriber represents and warrants to CPI that, in the absence of providing written notice, Subscriber will not claim any LCFS credits. All notices shall be provided by email to CPI at lcfsnotification@chargepoint.com.

11.6 NOTICE TO OREGON CUSTOMERS

(a) Oregon's Clean Fuel Program ("OCFP") was created with the purpose of reducing greenhouse gas emissions in the transportation sector.

(b) The fueling of electric vehicles, and the operation of the ChargePoint Network,

contributes to reducing Oregon's greenhouse gas emissions and is eligible for OCFP credits, which are issued by the Oregon Department of Environmental Quality. By reporting the amount of electric vehicle fueling, ChargePoint is able to help Oregon track the growing use of electric vehicles in the state, for which ChargePoint will receive OCFP credits.

(c) An available OCFP credit may be claimed by certain owners and operators of electric vehicle charging stations, including both Subscriber and CPI. However, the OCFP credits are only available to one party. This means any available credits may be claimed by either Subscriber or CPI, but not by both. CPI intends to claim available OCFP credits generated from use of the Charging Stations, but will not claim any available OCFP credits that Subscriber intends to claim.

(d) Subscriber agrees that it will provide CPI with written notice of its intent to claim OCFP credits within ten (10) days of the date of the Effective Date. If Subscriber does not currently intend to claim the OCFP credits, but desires to do so at any time in the future, Subscriber may, by providing written notice to CPI, elect to claim OCFP credits generated thirty (30) days or more after the date of such notice. Subscriber represents and warrants to CPI that, in the absence of providing written notice, Subscriber will not claim any OCFP credits. All notices shall be provided by email to CPI at lcfsnotification@chargepoint.com.

11.7 NOTICES. Other than the notices required in Sections 11.5 and 11.6, any notice required or permitted by this Agreement shall be sent (a) if by CPI, via electronic mail to the address indicated by Subscriber in Subscriber's ChargePoint Services account; or (b) if by Subscriber, via electronic mail to mssa@chargepoint.com.

11.8 INJUNCTIVE RELIEF. Subscriber acknowledges that damages for improper use of the ChargePoint Services may be irreparable; therefore, CPI is entitled to seek equitable relief, including but not limited to preliminary injunction and injunction, in addition to all other remedies.

11.9 SEVERABILITY. Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.

11.10 ASSIGNMENT. Subscriber may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of CPI (not to be unreasonably withheld). In the event of any purported assignment in breach of this Section, CPI shall be entitled, at its sole discretion, to terminate this Agreement upon written notice given to Subscriber. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. CPI may assign its rights and obligations under this Agreement.

11.11 NO AGENCY OR PARTNERSHIP. CPI, in the performance of this Agreement, is an independent contractor. In performing its obligations under this Agreement, CPI shall maintain complete control over its employees, its subcontractors and its operations. No partnership, joint venture or agency relationship is intended by CPI and Subscriber to be created by this Agreement. Neither Party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

11.12 ENTIRE AGREEMENT. This Agreement (including the attached Exhibits) contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings. All purchase orders issued by Subscriber shall state that such purchase orders are subject to all of the terms and conditions of this Agreement, and contain no other term other than the type of Service Plan, the number of Charging Stations for which such Service Plan is ordered, the term of such Service Plans and applicable Subscription Fees. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any purchase order, the Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.

11.13 COPYRIGHT POLICIES. It is CPI's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers.

11.14 THIRD PARTY RESOURCES. The ChargePoint Services may include hyperlinks to other websites or resources. CPI has no control over any web sites or resources that are provided by companies or persons other than CPI. Subscriber acknowledges and agrees that CPI is not responsible for the availability of any such web sites or resources, CPI does not endorse any advertising, products or other materials on or available from such web sites or resources, and CPI is not liable for any loss or damage that may be incurred by Subscriber as a result of any reliance placed by Subscriber on the completeness, accuracy or existence of any advertising, products, or other materials on, or available from, such websites or resources.

11.15 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

11.16 ENGLISH LANGUAGE AGREEMENT GOVERNS. Where CPI has provided Subscriber with a translation of the English language version of this Agreement, Subscriber agrees that the translation is provided for Subscriber's convenience only and that the English language version of this Agreement governs Subscriber's relationship with CPI. If there is any conflict between the English language version of this Agreement and such translation, the English language version will prevail.

Subscriber:	ChargePoint, Inc.
Name: _____	Name: Jonathan Kaplan
Title: _____	Title: General Counsel
Date: _____	Date:_____
Address: _____ _____	Address: 254 E. Hacienda Ave Campbell, CA 95008

EXHIBIT 1

FLEX BILLING TERMS

This Exhibit sets forth certain additional terms and conditions ("Flex Billing Terms") pursuant to which Subscriber may charge Users fees for the use of Subscriber's Charging Stations. In order to charge such fees, Subscriber must subscribe to a Service Plan that includes CPI's management, collection and/or processing services related to such fees ("Flex Billing").

1. DEFINITIONS. The following additional defined terms shall apply to these Flex Billing Terms:

1.1 ***"CPI Fees"*** means a fee, currently equal to ten percent (10%) of Session Fees, charged for a particular Session. CPI Fees are charged by CPI in exchange for its collection and processing of Session Fees on behalf of Subscriber. CPI will provide Subscriber with thirty (30) days prior written notice (which may include, without limitation, notice provided by CPI through its regular newsletter to Subscriber) of any increase in CPI Fees.

1.2 ***"Net Session Fees"*** means the total amount of Session Fees collected on behalf of the Subscriber by CPI, less CPI Fees and Taxes, if any, required by law to be collected by CPI from Users in connection with the use of Charging Stations. Except as required by law, Subscriber shall be responsible for the payment of all Taxes incurred in connection with use of Subscriber's Charging Stations.

1.3 ***"Session"*** or ***"Charging Session"*** means the period of time during which a User uses Subscriber's Charging Station to charge his or her electric vehicle for a continuous period of time not less than two (2) minutes commencing when a User has accessed such Charging Station and ending when such User has terminated such access.

1.4 ***"Session Fees"*** means the fees set by the Subscriber for a Charging Session, inclusive of any applicable Taxes.

2. FLEX-BILLING SERVICE FOR CHARGING STATIONS.

2.1. SESSION FEES. Subscriber shall have sole authority to determine and set in real-time Session Fees. Subscriber shall be solely responsible for determining and charging Session Fees in compliance with all applicable laws and regulations (including without limitation any restriction on Subscriber's use of per-kWh pricing). Subscriber acknowledges that CPI is not responsible for informing Subscriber of applicable laws or changes thereto, and CPI will not be liable to Subscriber or any third party for any alleged or actual failure of Subscriber to comply with such applicable laws and regulations.

2.2 DEDUCTIONS FROM SESSION FEES. In exchange for CPI collecting Session Fees on behalf of the Subscriber, the Subscriber hereby authorizes CPI to deduct from all Session Fees collected: (i) CPI Fees and (ii) to the extent required by Section 3, applicable Taxes.

2.3 PAYMENT TO SUBSCRIBER OF NET SESSION FEES. CPI shall remit Net Session Fees to Subscriber not more than thirty (30) days after the end of each calendar month as directed by Subscriber from time to time through the applicable ChargePoint Services. Notwithstanding the foregoing, no such payment will be required if at the end of any calendar month the amount due to Subscriber hereunder is less than fifty U.S. Dollars ($50), except in connection with the expiration or termination of this

Agreement. In no event shall CPI remit amounts due to Subscriber, regardless of the amount then due, later than thirty (30) days following the end of each calendar quarter.

3. TAXES. Subscriber is responsible for the payment of all Taxes incurred in connection with Session Fees; provided that CPI is solely responsible for all Taxes assessable based on CPI's income, property and employees. Where CPI is required by law to collect and/or remit the Taxes for which Subscriber is responsible, the appropriate amount shall be invoiced to Subscriber and deducted by CPI from Session Fees, unless Subscriber has otherwise provided CPI with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.

EXHIBIT 2
API TERMS

This Exhibit sets forth certain additional terms and conditions ("API Terms") governing Subscriber's use of the APIs in connection with Subscriber's use of the ChargePoint Services. The API Terms are part of the Agreement, and all such use of the APIs remains subject to the Agreement terms.

1. ADDITIONAL DEFINITIONS. The following additional definitions shall apply to the API Terms.

1.1 "***API Implementation***" means a Subscriber software application or website that uses any of the APIs to obtain and display Content in conjunction with Subscriber Content and Services.

1.2 ***"API Documentation"*** means all Documentation containing instructions, restrictions or guidelines regarding the APIs or the use thereof, as amended and/or supplemented by CPI from time to time.

1.3 ***"CPI Site Terms"*** means the Terms and Conditions displayed on CPI's website, governing use of CPI's website and the ChargePoint Services by visitors who are not Service Plan subscribers.

2. API USE. Subscriber may use the APIs as and to the extent permitted by Subscriber's Service Plan and the API Documentation, subject to the terms and conditions of the Agreement.

2.1 AVAILABLE APIs AND FUNCTION CALLS. The APIs give Subscriber access to information through a set of function calls. The particular APIs and API function calls made available by CPI from time to time (and the Content available through such APIs and function calls) will be limited by Subscriber's Service Plan, and Subscriber's particular Service Plan may not include all APIs and function calls then available from CPI.

2.2 USE AND DISPLAY OF CONTENT. Subscriber is permitted to access, use and publicly display the Content with Subscriber Content and Services in Subscriber's API Implementation, subject to the following requirements and limitations.

(a) All Charging Station locations provided to Subscriber as part of the Content shall be clearly identified by Subscriber in Subscriber's API Implementation as ChargePoint® Network Charging Stations and shall contain the Brand Identifiers required by the API Documentation. In no event shall Subscriber's API Implementation identify or imply that any Charging Station is a part of any network of charging stations other than ChargePoint.

(b) Subscriber shall keep the Content used by Subscriber's API Implementation current with Content obtained with the APIs to within every forty eight (48) hours.

(c) Content provided to Subscriber through the APIs may contain the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of CPI's business partners and/or other third party rights holders of Content indexed by CPI, which may not be deleted or altered in any manner.

(d) Subscriber shall not:

(i) pre-fetch, cache, or store any Content, except that Subscriber may store limited amounts of Content for the purpose of improving the performance of Subscriber's API Implementation if Subscriber does so temporarily, securely, and in a manner that does not permit use of the Content outside of the ChargePoint Service;

(ii) hide or mask from CPI the identity of Subscriber's service utilizing the APIs, including by failing to follow the identification conventions listed in the API Documentation; or

(iii) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

2.3 REQUIRED INFORMATION. Subscriber must:

(a) display to all viewers and users of Subscriber's API Implementation the link to the CPI Site Terms and Conditions as presented through the ChargePoint Services or described in the Documentation;

(b) explicitly state in the use terms governing Subscriber's API Implementation that, by using Subscriber's API Implementation, such viewers and users are agreeing to be bound by the CPI Site Terms; and

(c) include in Subscriber's API Implementation, and abide by, a privacy policy complying will all applicable laws; and

(d) comply with all applicable laws designed to protect the privacy and legal rights of users of Subscriber's API Implementation.

2.4 REPORTING. Subscriber must implement reporting mechanisms, if any, that CPI requires in the API Documentation.

3. CPI BRANDING REQUIREMENTS AND RESTRICTIONS.

3.1 MANDATORY CPI BRANDING. Subject to Section 3.2 below and the restrictions on use of CPI Marks set forth in the Agreement, Subscriber agrees that each page comprising Subscriber's API Implementation will include a ChargePoint logo and will state that Subscriber's application or website is provided, in part, through the ChargePoint Services.

3.2 RESTRICTIONS. Subscriber shall not:

(a) display any CPI Mark as the most prominent element on any page in Subscriber's API Implementation or Subscriber's website (except as used in connection with the display of Charging Stations); or

(b) display any CPI Mark anywhere in Subscriber's API Implementation or on Subscriber's website if Subscriber's API Implementation or website contains or displays adult content or promotes illegal activities, gambling, or the sale of tobacco or alcohol to persons under twenty-one (21) years of age.

EXHIBIT 3
TERMS REGARDING GRANTING OF RIGHTS

This Exhibit sets forth certain additional terms and conditions applicable to Rights Grantors and Rights Grantees regarding the granting of Rights ("Rights Terms"). The Rights Terms are part of the Agreement, and all use of the ChargePoint Services permitted pursuant to the Rights Terms remains subject to the Agreement.

1. ADDITIONAL DEFINITIONS. The following additional definitions shall apply.

1.1 ***"Rights Grantor"*** means Subscriber.

1.2 ***"Rights Grantee"*** means a any person to whom Subscriber has granted Rights. For purposes of this Agreement, a Subscriber shall be deemed to have granted Rights to the entity assisting Subscriber with creating its account and initiating Subscriber's access to Services.

2. TERMS. This Section governs Subscriber's granting of Rights as a Rights Grantor.

2.1 LIMITED RIGHTS. A Rights Grantee's right to access and use the ChargePoint Services for and on behalf of a Rights Grantor is limited to the specific Rights granted by such Rights Grantor to such Rights Grantee. Such Rights may be limited according to the Service Plan(s) subscribed to by Subscriber. Subscriber may revoke Rights, or any portion thereof, it has granted to a Rights Grantee at will and such Rights will thereafter by terminated with respect to such Rights Grantee. In no event may Subscriber grant Rights in excess of those provided to it through the Service Plan(s) to which it has subscribed.

2.2 RESPONSIBILITY FOR AUTHORIZED USER. All use of the ChargePoint Services by a Rights Grantee exercising Rights granted by Subscriber shall be subject to the terms and conditions of the Agreement (including without limitation Subscriber's indemnification obligation pursuant to Section 10 thereof). Subscriber shall be responsible for the actions, omissions, or performance of such Rights Grantee while exercising any such Rights, as if such action, omission or performance had been committed by Subscriber directly.

2.3 NO AGREEMENT. Subscriber acknowledges and agrees that the ChargePoint Services merely enable a Rights Grantor to extend Rights to Rights Grantees. The mere extension of such Rights by a Rights Grantor to a Rights Grantee does not constitute an agreement between Rights Grantor and the Rights Grantee with respect to the granted Rights or the exercise of such Rights by the Rights Grantee. CPI does not, either through the terms of the Agreement or the provision of ChargePoint Services undertake to provide any such agreement. It is the responsibility of the Rights Grantor and the Rights Grantee to enter into such an agreement on terms mutually acceptable to each. CPI expressly undertakes no liability with respect to such an agreement and Rights Grantor fully and unconditionally releases CPI from any liability arising out of such an agreement. Further Rights Grantor agrees to indemnify and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Claims") suffered or incurred by such indemnified parties resulting from or arising out of such agreement.

CITY OF SEASIDE
STAFF REPORT

Item No.: 7.P.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton, Assistant City Manager

DATE: June 18, 2020

SUBJECT: **ADOPT A RESOLUTION CONDEMNING THE MURDER OF GEORGE FLOYD AND URGING CRIMINAL CHARGES, CONVICTIONS AND SENTENCING AGAINST ALL FOUR POLICE OFFICERS INVOLVED TO THE FULL EXTENT OF THE LAW**

PURPOSE & RECOMMENDATION

Adopt the resolution and direct staff to distribute this resolution.

BACKGROUND

The City Council joins with Americans all across our nation in expressing our condolences to the family of George Floyd and condemning his murder. More so the Seaside City Council echos the call for systemic changes that address the decades of institutional racism and inequality across our nation, adversely impacting communities of color.

With is resolution the City Council commits to our community that our city does not and will not tolerate, nor accept in any way, violent or disrespectful treatment of others that degrades dignity and disregards human life and calls upon our community and its residents to join with us in committing to introspective evaluation of ourselves as public servants, community citizens and as brothers and sisters regarding this tragic event.

FISCAL IMPACT

The fiscal impact to the city budget is nothing, especially when compared to the cost of inaction.

ATTACHMENTS

1. Draft Resolution

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

RESOLUTION NO. 20-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

CONDEMNING THE MURDER OF GEORGE FLOYD AND URGING CRIMINAL CHARGES, CONVICTIONS AND SENTENCING AGAINST ALL FOUR POLICE OFFICERS INVOLVED TO THE FULL EXTENT OF THE LAW

WHEREAS, on May 25, 2020, George Floyd, an African American man died at the hands of the four Minneapolis, Minnesota police officers; and

WHEREAS, this apparent unprovoked and intentional act of violence represents a blatant disregard for the dignity and sanctity of human life; and

WHEREAS, there have been many other tragic deaths of innocent persons at the hands of police officers who use excessive force; and

WHEREAS, these acts of the intolerable violence and other similar acts that have occurred across the country in recent years are deplorable and unconscionable, and must serve as wake-up call to every human being that recognizes life as both a gift and human right; and

WHEREAS, the actions of these four police officers do not represent the thousands of men and women that serve and protect their respective communities with the highest level of professionalism, but their actions do affect the relationships between those communities and their respective police departments.

NOW, THEREFORE, BE IT RESOLVED that the Seaside City Council joins with Americans all across our nation in expressing our condolences to the family of George Floyd and shares in the disbelief, sorrow, shame, and anger; and

BE IT FURTHER RESOLVED that the City of Seaside, on behalf of all residents thereof, condemns the murder of George Floyd at the hands of the four Minneapolis, Minnesota police officers and urges criminal charges, convictions and sentencing against all four to the full extent of the law; and

BE IT FURTHER RESOLVED that more so the Seaside City Council joins the call for systemic changes that address the decades of institutional racism and inequality across our nation that adversely impact communities of color; and

BE IT FURTHER RESOLVED that the Seaside City Council commits to our community that our city does not and will not tolerate, nor accept in any way, violent or disrespectful treatment of others that degrades dignity and disregards human life and

calls upon our communities and residents to join with us in committing to introspective evaluation of ourselves as public servants, community citizens and as brothers and sisters regarding this tragic event.

PASSED AND ADOPTED at a regular City Council meeting duly held on the 18th day of June, 2020 by the following vote:

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

_____
Ian N. Oglesby, Mayor

ATTEST:

_____
Lesley Milton, City Clerk

CITY OF SEASIDE
STAFF REPORT

Item No.: 7.Q.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton, Assistant City Manager

DATE: June 18, 2020

SUBJECT: **NOTICE OF REJECTION OF CLAIM OF RESOURCE ENVIRONMENTAL, INC.**

PURPOSE & RECOMMENDATION

That the City Council formally reject the claim.

BACKGROUND

There is no staff report for this item at this time. It will be made available provided prior to the meeting.

FISCAL IMPACT

None associated with the rejection of a claim.

ATTACHMENTS

1. REI claim

Reviewed for Submission to the
City Council by:

_____

Craig Malin, City Manager

FELDMAN & ASSOCIATES, INC.
ATTORNEYS AT LAW
11030 SANTA MONICA BOULEVARD
SUITE 109
LOS ANGELES, CALIFORNIA 90025
(310) 312-5401
FACSIMILE (310) 312-5409

May 27, 2020

VIA E-MAIL AND MAIL

Board Secretary or Clerk
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

RE: Resource Environmental, Inc./ Fort Ord Reuse Authority ("FORA")
Our Client: Resource Environmental, Inc.
Project: Hazardous Material and Building Removal at Surplus II
Project No.: S201

Dear Board Secretary or Clerk:

This office represents Resource Environmental, Inc., ("REI") a contractor who performed work on the above referenced project. REI is seeking to collect certain sums of money from the Ford Ord Reuse Authority ("FORA") and the City of Seaside ("Seaside") that are owed to REI.

This government code claim is being directed to Seaside because FORA has an obligation to pay its debts and honor its contracts pursuant to Government Code section 67700. However, if REI is not paid before June 30, 2020, when FORA dissolves, FORA is obligated to transfer its assets and liabilities to successor agencies. It is our understanding that the real property that was improved by REI will be transferred to Seaside, so Seaside will be responsible for the liabilities as the successor agency. This understanding is based in part on Article 11 of the Construction Contract which specifically mentions Seaside.

It would be best if Seaside made sure that REI was paid in full prior to June 30, 2020.

The following list represents the reasons why REI is owed money by FORA and Seaside on the above mentioned project:

A. Unpaid Change Order

REI is owed approximately $126,477 in unpaid contract funds for Change Order 2.

The brief explanation for Change Order 2 is that FORA initiated Change Order No. 2 since FORA did not provide plans showing the location of certain underground utilities. The purpose of Change Order No. 2 was to locate utilities not shown on the plans, for safety reasons, and to mark the location of the utilities by putting paint marks on the ground. Harris and Associates, the project manager for FORA, reviewed the price quotations for Change Order No. 2, found them acceptable for the scope of work found in the quotations, had the Change Order signed, and then the work was performed. This amount was already billed in payment application 10, but not paid. There is no reason this approved Change Order, which was completed, was not paid.

B. Unpaid Retention

REI is owed approximately $150,094.96 in unpaid retention.

FORA withheld a five percent (5%) retention from nine approved (9) payment applications. The retention is still being withheld by FORA for no known reason. Therefore, REI demands it be paid the full amount of the retention. This amount was already billed in payment application 11, but not paid.

C. Unpaid RFCs (excluding number 16)

REI is owed approximately $890,769.68 for Requests for Change ("RFCs") 5, 6, 7, and 11-14. These RFCs are for extra work performed by REI.

However, as a result of the contractually required meet and confer process the parties were able to reach an agreement to resolve these seven outstanding RFCs. The agreement reached between the parties resolved RFCs 5 through 14 for $640,000.00. The parties could not reach an agreement as to RFC 16 mentioned below. If FORA wants to deny that the meet and confer process resulted in the resolution of these RFCs then REI is owed $890,769.68. However if FORA chooses to honor the agreement that was reached as a result of the contractual meet and confer process, then REI is owed the amount of $640,000.00 to resolve RFCs 5 through 14.

D. Unpaid RFC 16

REI is owed $1,120,254.45 for RFC 16.

RFC 16 is a claim for the extra work and costs associated with the high-density concrete that REI encountered throughout the Project. This high strength concrete was not disclosed to REI in the plans or specifications.

Based on many prior experiences at the project site (approximately 40-60 other building demolitions), and decades of experience in demolition/construction, it was proper for REI to assume that the concrete poured was required to be 2,500 psi concrete, in-line with all the other

buildings that our client demolished. If it was high strength concrete, which this turned out to be, FORA was required to disclose this to all bidders pursuant to Public Contract Code section 1104.

E. Interest, Penalties, and Attorneys' Fees

REI seeks interest for the unpaid Change Order and RFCs, penalties for the unpaid retention, and attorneys' fees as allowed by the contract and the law.

This correspondence is REI's formal presentation of claims for additional compensation under Government Code section 910, et seq. The total of REI's claims exceeds $2,287,596.09 plus interest, penalties and attorneys' fees.

Pursuant to California Government Code Section 910, REI is also providing you with the following information:

1. The name and post office address of the claimant:

Resource Environmental, Inc.
6634 Schilling Avenue
Long Beach, CA 90805

2. The address to which REI desires notices be sent:

Mark A. Feldman, Esq.
Tait Viskovich, Esq.
Feldman & Associates, Inc.
11030 Santa Monica Boulevard, Suite 109
Los Angeles, CA 90025

3. The date, place and other circumstances of the occurrence or transaction which gave rise to the claims asserted:

The damages, interest and attorneys' fees for which REI seeks reimbursement relates to work performed through approximately June of 2019. The place and other circumstances which gave rise to the claim are more fully described above.

4. A general description of the indebtedness:

The indebtedness is more fully described above but exceeds $2,287,596.09 plus interest, penalties, and attorneys' fees.

5. The name(s) of the public employee(s) causing the damages:

Peter Said, Mario Rebholz, Frank Lopez, and others unknown to REI at this time.

6. If the dollar amount of the claim exceeds $10,000.00, the claim shall indicate jurisdiction of this matter:

Monterey County Superior Court

We expect that you will promptly resolve this matter and provide REI with a cashier's check for the full amount of the claim, including interest and penalties.

Very truly yours,

Mark A. Feldman
for FELDMAN & ASSOCIATES, INC.

cc: Tait J. Viskovich, Esq.;
Resource Environmental, Inc.

CITY OF SEASIDE
STAFF REPORT

Item No.: 13.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Medina, Senior Planner

DATE: June 18, 2020

SUBJECT: **INTRODUCTION OF AN ORDINANCE TO AMEND THE TEXT OF CHAPTER 17 OF THE SEASIDE MUNICIPAL TO ADD VEHICLE SERVICES MINOR AS A USE PERMIT IN THE REGIONAL COMMERCIAL (CRG) ZONING DISTRICT (FIRST READING-ROLL CALL VOTE) AND USE PERMIT APPLICATION UP-20-03 FOR THE CONSTRUCTION OF A NEW RETAIL TIRE STORE AND AN AMERICAN LEGION SERVICE CLUB.**

PURPOSE & RECOMMENDATION

Accept the Planning Commission recommendation, introduce and pass to print the draft ordinance adding Vehicles Services Minor as a use permit in the Regional Commercial Zoning District and approve Use Permit UP-20-03 for the construction of a new retail tire store and an American Legion service club.

BACKGROUND

The project site consists of two parcels totaling 44,078 sq. ft. (1.01-acre site) is located at the southeast corner of the Del Monte Boulevard / Playa Avenue intersection. The project includes demolishing the existing 5,540 square-foot American Legion building and constructing a tire store with a total of 8,192 square feet of floor area with a 2,655 square-foot mezzanine. The American Legion will be re-built on the southern area of site in a new 2,999 square-foot building. The American Legion will be developed separately from the retail tire store. The Project location is shown on Attachment 3.

The surrounding land uses consist of a shopping center to the north, a liquor store and 60-unit motel to east, a 40-unit motel to the south and auto repair service uses across Del Monte Boulevard to the west. Site photos are shown on Attachment 4.

Planning Commission Role

In accordance with Section 17.60.030.A of the SMC, an applicant filing for a development project that requires more than one application shall file all related applications concurrently. The Planning Commission held a public hearing on May 27, 2020, to provide a recommendation to the City Council on the text amendment, use permit and CEQA findings. Based on the requested Text Amendment, which consists of a legislative action, the City Council is responsible for the approval of the Use Permit action and CEQA findings for the proposed development of the retail tire store and American Legion Service Club.

Project Description

Text Amendment: The Text Amendment will consist of amending Section 17.14.030.B – Table 2-4 (Allowed land Uses) to add "Minor Vehicle Services Repair" as an allowed Land Use category to the Regional Commercial zoning district with the issuance of a use permit.

Use Permit: The proposed construction for America's Tire includes a single story 8,192 sq. ft. building with a 2,655 sq. ft. mezzanine floor. The floor plan would consist of three work bays that could accommodate six vehicles at one time. The business operations will consist primarily of the sales and installation of tires and wheels with balancing of the tires provided as an accessory service. No other auto repair services will be provided. The hours of operation will be from 9am to 5 pm Monday thru Saturday and from 10 am to 4 PM on Sunday. A trash enclosure will be located on east side of the building facing the alley right-of-way. The storage of new and dead tires will be kept inside the building on racks and within a designated dead tire storage area.

The re-construction of the American Legion will consist of a 2,999 sq. ft. building. The interior floor plan will include a meeting room, offices, small kitchen and bar to service club members. The kitchen in the American Legion building will be downsized from what the American Legion is using in their existing commercial kitchen to a standard stove and standard sink.

Site improvements will include a 40-space shared parking lot, new underground utility services, landscape and an underground chamber system (Stormwater BMPs) within boundaries of the parking lot.

Building Design: The architectural theme of the tire store will reflect a typical contemporary regional commercial center, generally consistent with the regional

commercial center to the north. The design for the tire store will consist of a combination of stucco tilt-up panels with stone veneer columns and overhead sectional roll-up garage doors. The lobby/storefront service desk will be open to view on the north, south and west sides with a storefront aluminum window/door system. A metal canopy will project over storefront windows and doors. Trash enclosure will be constructed using stucco and split face CMU on the rear and sides and 6'-0" tall corrugated metal doors.

The final exterior design for the American Legion has not been provided at this time. The footprint of the American Legion identifies a main entrance from the parking lot at the north center of the building with secondary access areas on the west side and east side. An outdoor patio area will be placed on the west side of the building for the relocation of the existing outdoor barbecue pit the American Legion has on-site and for outdoor event/social gathering activities for the club. Based on the separation between the retail tire store and American Legion, an independent design could occur to establish a distinct architectural style for the American Legion that would complement the unique as-built environment on Del Monte Boulevard. The final architecture would be subject to the Board of Architectural Review approval.

Landscape Design: Landscaping for the retail tire will consist of eight Arbutus uneda trees within parking lot planters, two Melaleuca trees at the drive entrance on Del Monte Boulevard and five Metrosidrus trees on the Playa Avenue and alley frontage. The planting area between the sidewalk and the retail tire store on the west, north and east sides will consist of shrubs and/or groundcovers.

Vehicular Circulation and Parking: Project access will be primarily via two entrance-exit driveways on The Mall Extension. The Mall Extension is a low speed, low volume two-way alley with a curb-to-curb width of 30 feet and is designed to serve as a parking lot access. It has curb returns and stop control at its intersections with Playa Avenue and La Salle Avenue.

The Project is proposed to have a right turn entrance only on Del Monte Boulevard. Left turns in and out as well as exiting right turns will be prohibited. This will minimize traffic conflicts on the high volume, moderate speed major arterial (Del Monte Boulevard).

The existing mountable curb along Playa Avenue will be eliminated, which will improve traffic operations along the Project's Playa Avenue frontage. Truck deliveries would be made by trucks entering from Del Monte Boulevard and exiting onto The Mall Extension. Trucks will primarily exit toward Playa Avenue.

The parking space will consist of three rows of perpendicular parking stalls. The parking stalls will be shared by the two uses with the far northern row consisting of 13 spaces being reserved for the tire store during the day time business hours (10 am- 5

pm) with the far southern row of 14 spaces adjacent to the American Legion being reserved for the American Legion during day time business hours (10 am-5 pm). The middle row consisting of 13 spaces will be shared by both uses during daytime business hours. The American Legion would have access to the entire parking lot in the evening.A retail tire store with minor vehicle repair will require 15 spaces (Four spaces per bay plus three spaces for showroom/offices). The American Legion, classified as a meeting hall, will require 30 spaces (one space per 100 square feet). Based on the differing hours of operation and the operational characteristics of the tire store whereby no vehicles are stored outside of the building after closing time, the on-site parking is compatible to allowed for a shared use.

A Traffic Impact Assessment (TIA) was prepared was prepared for the proposed project by Keith Higgins (May 2020). The TIA and appendices to the TIA are provided as Attachment 5. The analysis included an examination of the project traffic volumes and intersection Levels of Service (LOS) at the study intersections (Del Monte Boulevard/Playa Avenue and Playa Avenue/Fremont Boulevard). The TIA concluded that additional trips generated by the proposed use would allow all studies intersections to continue to operate acceptably at LOS A, B and C.

The following is a summary of the Project responsibilities regarding traffic issues and impacts, based upon the recommendations discussed earlier in this report.

1. Restripe Playa Avenue between The Mall Extension and Fremont Boulevard as indicated on Exhibit 15 of the TIA to provide a two-way left turn lane.

2. Verify the adequacy of the proposed site plan to accommodate truck access, parking, internal circulation, and egress.

3. Provide curb, gutter, and sidewalk along the Project Playa Avenue frontage in compliance with City and ADA standards.

4. Provide on-site bike parking/storage in compliance with City standards.

5. Pay the TAMC Regional Development Impact Fee. City of Seaside staff will quantify the applicable fees to the Project at the time of development.

<u>Pedestrian Circulation:</u> A five-foot wide sidewalk will be added along the Project's Playa Avenue frontage to tie in with the existing five-foot wide sidewalk on the Del Monte Boulevard frontage. The design will need to meet Americans with Disabilities Act (ADA) standards.

<u>Safety:</u> Additionally, Seaside Police provided the following comments as guided by Crime Prevention Through Environmental Design (CPTED):

Motion sensors on lights, as appropriate; and

Ensure there is sufficient lighting by all entrances/exits; and

Be aware of and minimize possible shadows created by retaining walls and/or fences; and

Ensure visibility in walking / pass through areas, use small convex mirrors at corners to provide visibility ; and

Ensure that landscape areas are well-maintained to minimize hiding places, especially in the range of 3' – 6' above ground; and

Ensure that dumpster enclosures have lighting and small convex mirrors to reduce hiding areas.

STAFF ANALYSIS

Finding 1
The proposed use is allowed within the applicable zone and complies with all other applicable provisions of this Zoning Ordinance and the Municipal Code.

Zoning Ordinance Conformance

Evidence: This project is located within the Regional Commercial (CRG) Zoning District. The purpose of this district is to support large scale commercial development with retail, entertainment, and or service uses of a scale and function to serve a regional market. The proposed retail tire store and American Legion, as conditioned, and text amendment to include minor vehicle repair for tire installation only as a use permit in the CRG zoning district, would not be detrimental to surrounding properties and the general health, safety and welfare of the community in that:

a. The scope of operations for the proposed project would be compatible and provide support services for automotive related retail sales in the area.

b. The project site is located within an urban area of Seaside on a 1.01 acre site where existing infrastructure and support services (e.g. roadways, access drives, utilities) are already in place.

c. The uses surrounding the project site include a regional commercial center to the north and west and a motel to the east that will be separated from the project site via defined boundaries so that vehicle circulation, noise, and visual impacts will be mitigated.

d. The project site is zoned CRG and has a General Plan designation of CRG which provides opportunities for a mixture of general retail and automotive retail uses. The project site will be connected to an existing arterial roadway (Del Monte Boulevard) which will facilitate on-site circulation and traffic movements so as to not create any excessive delays and provide access to the site for both local and visitor-serving traffic.

e. The design and circulation pattern of the project will ensure that the proposed retail tire store and American Legion is consistent with the City's development policies (e.g. Design, On-site vehicle circulation, Noise, Lighting, and compatible with the surrounding land uses) to protect the health, safety, and general welfare of the community.

Finding 2
The proposed use is consistent with the General Plan and any applicable specific plan.

Seaside General Plan Conformance

The Seaside General Plan Land Use Designation for the project site is Regional Commercial (CRG). Regional Commercial uses are defined as large-scale commercial development with retail or service uses to serve a regional market.

The proposed project is consistent with the following General Plan Goals and Policies.

Land Use Element

Goal LU-1: Promote a mixture of land uses and a balance of jobs and housing to support a community in which people can live, work and play.

Policy LU-1.3: Encourage regional commercial and visitor serving commercial development that will enhance the identity of Seaside and attract visitors to the community.

Evidence: The proposed project and text amendment would provide complimentary and compatible infill development within an urbanized area of the City and is surrounded by urban uses, including regional shopping centers, auto dealerships, motels, and restaurants. The proposed project is located on a major arterial roadway and near other roadways to sufficiently meet the needs of local residents and visitors.

Evidence: The proposed retail tire store and American Legion service club would be consistent with and support the existing Regional Commercial General Plan land use category in that the tire sales would diversify the retail sales in the city and would increase City sales tax revenues that can be used to fund future City services. The

American Legion service club will provide key service to facilitate the retired military community that reside on the Monterey Peninsula.

Goal LU-2: Revitalize existing commercial areas.

Evidence: The proposed project would be compatible with surrounding land uses by maintaining and diversifying the focused auto retail services on a regional scale. The addition of a retail tire store would also enhance economic viability of the existing auto center and provide a new retail amenity that would be located along a major arterial commercial roadway, compatible with the City's circulation network and surrounding land uses that would improve regional identity of the auto center.

Goal LU-4: Ensure that new development complements existing land uses and enhances the character of the community and its neighborhoods.

Policy LU-4.1: Require that all new development is compatible with surrounding uses, the site and available infrastructure.

Evidence: The proposed project would provide for infill development within the boundaries of an underdeveloped site located along a major arterial roadway in an urbanized area of the city's commercial corridor. The proposed project and text amendment would be consistent with the City's development standards, including obtaining the required use permit for a tire store with installation and disposal of tires in order to ensure compatibility with the land use characteristics of the local area and the adjacent existing development.

Goal LU8.1: Provide a level of flood control and protection that meets the needs of the community.

Policy LU-8.2: Ensure that developers provide stormwater retention/detention facilities and institute Best Management Practices that regulate runoff and siltation that meets local, State, and federal standards.

Evidence: The proposed development will be required to direct all on-site runoff to landscape swales or underground interceptors.

Goal ED-4: Attract and expand local serving retail and services in existing commercial areas.

Policy ED-4.1: Encourage the development of retail establishments that will reduce leakage of resident spending.

Evidence: The proposed project for a retail tire store will provide an additional revenue source within an infill site to capitalize on both local and visitor serving customers to

enhance the City's long-term revenue.

Goal ED-5.1: Attract new regional and visitor-serving businesses.

Policy ED-5.1: Attract and support commercial and employment generating development that is consistent with the General Plan and City ordinances.

Evidence: The proposed project and text amendment will enable and support the attraction of regional serving commercial uses to provide an enhanced revenue source and encourage the redevelopment of underutilized commercial properties.

Goal C-4: Ensure adequate parking is provided throughout Seaside

Policy C-4.1: Require off-street parking in new development and redevelopment projects.

Evidence: The project site will provide 40 parking stalls that will be shared between the retail tire store and the American Legion. The Zoning code requires 15 spaces for the retail tire store and 30 spaces for the American Legion. The hours of operation for the tire store are from 8 am to 5 pm Monday thru Friday, 8 am to 6 pm on Saturday, and closed on Sundays. The American Legion is a service club with minor activities during the weekdays between 8 am and 5 pm. Primary events for the American Legion are in the evening Monday thru Friday. A special event for the American Legion could occur on occasion on a Saturday and Sunday or after 5 pm on a weekday. The differing hours of operation and the layout of the parking stalls will enable the site proposed parking spaces to be used as shared parking arrangement without creating any impact on the health, safety and general welfare of the community.

Finding 3
The design, location, size, and operating characteristics of the proposed activity are compatible with the existing and planned future land uses in the vicinity.

Evidence: The proposed project is located on an urban infill site with a regional commercial zoning and General Plan Land Use designation. The proposed development of a retail tire store and American Legion service club would be consistent with and support the existing commercial development, as the new tire store would serve to provide a visitor serving commercial use within area of City well suited for regional commercial activity and would not alter the existing balance of land uses in the City. The proposed project would diversify the retail uses in the auto center and would increase the City sales tax revenues that can be used to fund future city services. The remolded American Legion service club would continue to provide a valuable service for the retired military community that reside within the Monterey Peninsula.

Evidence: A Traffic Impact Analysis (TIA) was prepared for the proposed project by Keith Higgins (May 2020). The analysis included an examination of the project traffic volumes and intersection Levels of Service (LOS) at the study intersections (Del Monte Boulevard/Playa Avenue and Playa Avenue/Fremont Boulevard). The TIA concluded that additional trips generated by the proposed use would allow all studies intersections to continue to operate acceptably at LOS A, B or C.

Finding 4
The site is physically suitable for the type, density and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

Evidence: The project site is served by existing water, wastewater, and electrical infrastructure and facilities with adequate capacity to serve the proposed project. As condition of approval, the applicant must receive clearance from the Public Works Department for the installation of bio retention swales and underground interceptors for the retention of stormwater.

Finding 5
Granting the permit would not be detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone district in which the property is located.

Evidence: The granting of Use Permit and Text Amendment would not create significant noise, traffic, or other conditions or situations that may be objectionable or detrimental to other existing or future uses in the vicinity or adverse to the public interest, health, safety, convenience, or welfare of the City.

FISCAL IMPACT

No fiscal impact.

ATTACHMENTS

1. Exhibit A Attachmemt 1
2. Attachment 1 - Draft Ordinance
3. Attachment 2 - Draft Resolution Use Permit
4. Attachment 2 - Exhibit A Project Plans
5. Attachment 3 - Location Map

6. Atachment 4 - Site Photos
7. Atachment 5 Transportation Impact Assessment and appendices

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Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

TABLE 2-4 *(continued)*
Allowed Land Uses and Permit Requirements for Commercial Zones

P	Permitted Use, Zoning Clearance required
MUP	Minor Use Permit required (see Section 17.52.070)
UP	Use Permit required (see Section 17.52.070)
S	See cited Section for permit requirement
—	Use not allowed

LAND USE (1)	PERMIT REQUIRED BY ZONE						Specific Use Regulations
	CD	CMX	CC	CRG	CA	CH	
SERVICES - GENERAL							
Brewery with Restaurant		UP	UP	UP	–	UP	
Catering service	—	—	MUP	MUP	—	P	
Child day care center	UP(2)	UP(2)(6)	UP	UP	—	—	
Construction Contractor Base	—	—	—	—	—	P	
Drive-through service	—	—	UP(4)	UP(4)	—	—	
Kennel, animal boarding	—	—	—	—	—	UP	
Lodging - Hotel or motel	—	—	UP	UP	—	—	
Maintenance facility	—	—	—	—	—	UP	
Maintenance service - Client site services	—	—	—	—	—	P	
Mortuary, funeral home	—	—	UP	—	—	—	
Personal services	P(5)	P(5)	P(5)	P(5)	—	—	
Personal services - Restricted	—	—	—	—	—	UP	
Public safety facility	UP	UP	UP	UP	UP	UP	
Repair service - Equipment, large appliances, etc.	—	—	—	—	—	P	
Social service organization	—	UP	UP	—	—	—	
Therapeutic Massage	UP	UP	UP	—	—	—	
Vehicle services - Major repair/body work	—	—	—	—	UP	P	
Vehicle services - Minor maintenance/repair	—	—	—	UP	UP	P	
Youth Hostel		UP	—	—	—	—	
TRANSPORTATION, COMMUNICATIONS & INFRASTRUCTURE							
Ambulance, taxi, or limousine dispatch facility	—	—	—	—	—	UP	
Broadcasting studio	MUP(2)	MUP(2)	MUP	—	—	MUP	
Parking facility, public or commercial	UP	UP	UP	UP	UP	UP	
Telecommunications facility	S	S	S	S	S	S	17.44
Transit station or terminal	UP	UP	—	UP	—	UP	
Utility facility	UP	UP	UP	UP	UP	UP	
Vehicle storage	—	—	—	—	—	UP	

Proposed Text Amendment to add Minor Vehicle Services Repair with UP in CRG Zoning District

Key to Zoning District Symbols

CD	Downtown Commercial	CRG	Regional Commercial
CMX	Commercial Mixed Use	CA	Automotive Regional Commercial
CC	Community Commercial	CH	Heavy Commercial

Notes:

(1) See Article 7 for land use definitions.
(2) Use allowed only on second or upper floors; Office - Business/service may be allowed on ground floor with Minor Use Permit.
(3) Use allowed only on a site north of Light Fighter Drive.
(4) Use limited to the establishments existing in the City as of December 4, 2006.
(5) Beauty and nail salons limited to the existing as of December 4, 2006.

DRAFT ORDINANCE 20-XX

AN ORDINANCE OF THE CITY OF SEASIDE FOR PROPOSED TEXT AMENDMENT TO CHAPTER 17 OF THE SEASIDE MUNICIPAL CODE RELATED TO INCLUDE MINOR VEHICLE A CONDITIONALLY PERMITTED USE IN THE REGIONAL COMMERCIAL (CRG) ZONING DISTRICT.

Section 1: In accordance with Section 17.74.050 of the Seaside Municipal Code, it is the responsibility of the City Council to consider and weigh the merits of proposed text amendments to the Seaside Municipal Code and the public input received on the proposed text amendments in relation to the policies, standards and intent of the Seaside General Plan and Seaside Municipal Code; and

Section 2. On May 27, 2020, the Seaside Planning Commission held a public hearings to provide the Seaside City Council with a recommendation on the proposed text amendments and considered all oral comments and written information concerning the proposed Ordinance in making its recommendation to the Seaside City Council; and

Section 3. On June 18, 2020, the Seaside City Council introduced the first reading of the draft Ordinance and considered oral comments and written information concerning this Ordinance at a duly noticed public hearing; and on the basis of the record thereof finds the following facts to be true;

Findings:

1. The proposed text amendments to Section 17.14.030.B-Table 2-4 of the Seaside Municipal Code are consistent with the goals and policies of all elements of the General Plan.

Seaside General Plan Conformance

The Seaside General Plan Land Use Designation for the project site is Regional Commercial (CRG). Regional Commercial uses are defined as large-scale commercial development with retail or service uses to serve a regional market.

The proposed project is consistent with the following General Plan Goals and Policies.

Land Use Element

Goal LU-1: Promote a mixture of land uses and a balance of jobs and housing to support a community in which people can live, work and play.

Policy LU-1.3: Encourage regional commercial and visitor serving commercial development that will enhance the identity of Seaside and attract visitors to the community.

Evidence: The proposed text amendment to allow minor vehicle services with a use permit would provide complimentary and compatible infill development within an urbanized area of the City and is surrounded by urban uses, including regional shopping centers, auto dealerships, motels, and restaurants.

Evidence: Allowing minor vehicle services with a use permit would be consistent with and support the existing Regional Commercial General Plan land use category in that retail tire sales would diversify retail sales and services in the city and would increase City sales tax revenues that can be used to fund future City services.

Goal LU-2: Revitalize existing commercial areas.

Evidence: The inclusion of minor vehicle repair services in the Regional Commercial Zoning District would be compatible with surrounding land uses by maintaining and diversifying the focused auto retail services on a regional scale. The addition of a retail tire store would also enhance economic viability of the existing auto center and provide a new retail amenity that would be located along a major arterial commercial roadway, compatible with the City's circulation network and surrounding land uses that would improve regional identity of the auto center.

Goal LU-4: Ensure that new development complements existing land uses and enhances the character of the community and its neighborhoods.

Policy LU-4.1: Require that all new development is compatible with surrounding uses, the site and available infrastructure.

Evidence: The proposed project for a retail tire store with minor vehicle repair services would provide for infill development within the boundaries of an underdeveloped site located along a major arterial roadway in an urbanized area of the city's commercial corridor. The proposed project and text amendment would be consistent with the

City's development standards, including obtaining the required use permit for a tire store with installation and disposal of tires in order to ensure compatibility with the land use characteristics of the local area and the adjacent existing development.

Goal LU8.1: Provide a level of flood control and protection that meets the needs of the community.

Policy LU-8.2: Ensure that developers provide stormwater retention/detention facilities and institute Best Management Practices that regulate runoff and siltation that meets local, State, and federal standards.

Evidence: The proposed development will be required to direct all on-site runoff to landscape swales or underground interceptors.

Goal ED-4: Attract and expand local serving retail and services in existing commercial areas.

Policy ED-4.1: Encourage the development of retail establishments that will reduce leakage of resident spending.

Evidence: The proposed text amendment to add minor vehicle repair services with a use permit will provide an additional revenue source within an infill site to capitalize on both local and visitor serving customers to enhance the City's long-term revenue.

Goal ED-5.1: Attract new regional and visitor-serving businesses.

Policy ED-5.1: Attract and support commercial and employment generating development that is consistent with the General Plan and City ordinances.

Evidence: The proposed text amendment to allow minor vehicle repair services will enable and support the attraction of regional serving commercial uses to provide an enhanced revenue source and encourage the redevelopment of underutilized commercial properties.

Goal C-4: Ensure adequate parking is provided throughout Seaside

Policy C-4.1: Require off-street parking in new development and redevelopment projects.

Evidence: A Transportation Impact Analysis was prepared to evaluate vehicle circulation and the intersections at Del Monte Boulevard and Playa Avenue and Fremont Boulevard and Playa Avenue related to allowing the construction of a new retail tire store and American Legion building at 1000 Playa Avenue. The TIA determined that the projected trips for the new development and adding minor vehicle repair services to Regional Commercial zoning district would not result in a significant impact and/or create any impact on the health, safety and general welfare of the community. The use permit process would further ensure that on-site parking is sufficient facilitate a minor vehicle repair service as a standalone site or under shared parking arrangement with another tenant or tenants.

2. Granting the permit would not be detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone district in which the property is located.

Evidence: The granting of the Text Amendment would not create significant noise, traffic, or other conditions or situations that may be objectionable or detrimental to other existing or future uses in the vicinity or adverse to the public interest, health, safety, convenience, or welfare of the City.

3. The Text Amendment is exempt from the California Environmental Quality Act (CEQA) has been CEQA Guidelines

Evidence: Pursuant to the requirements of the California Environmental Quality Act, the text amendment is exempt Section 15061. The activity is covered by General Rule that CEQA applies only to project, which have the potential for causing a significant effect on the environment. It can be seen with certainty that adding a minor vehicle service repair use with a use permit to the Regional Commercial zoning district there will be no significant impacts to the community that cannot be mitigated through project conditions;

Section 4. The proposed amendments to Title 17 of the Seaside Municipal Code consist of the text amendments to Section 17.14.030.B – Table 2-4 of the Seaside Municipal Code as shown on Exhibit "A".

*** Proposed added text is shown with bold underline**

Section 5. Severability.

A. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable.

B. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentences, clauses or phrases even if certain parts are held to be unconstitutional, invalid or unenforceable.

Section 6 Legal Construction. The provisions of this Ordinance shall be construed as necessary to effectively carry out its purposes, which are hereby found and declared to be in furtherance of public health, safety, and welfare.

Section 7. Effective Date. This Ordinance shall become effective thirty (30) days after its final passage and adoption at a duly noticed public hearing for the second reading of the proposed text amendments.

Section 8. The City Clerk shall certify to the adoption of this Ordinance and shall, within thirty (30) days after passage, publish a summary of this Ordinance in accordance with Section 36933 of the Government Code of State of California with the names of City Council members voting for and against it.

INTRODUCED at a regular meeting of the City Council of the City of Seaside on the 18th day of June, 2020, and

PASSED AND ADOPTED by the City Council of the City of Seaside on the 4th day of June, 2020, by the following roll call vote**:**

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

_____

Ian Oglesby, Mayor

ATTEST:

_____

Lesley Milton, City Clerk

RESOLUTION NO. 20-XX CC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING USE PERMIT NO. UP-20-03 TO ALLOW A RETAL TIRE STORE WITH MINOR VEHICLE SERVICES REPAIR AND AN AMERCIAN LEGION SERVICE CLUB IN THE REGIONAL COMMERCIAL (CRG) ZONING DISTRICT LOCATED AT 1000 PLAYA AVENUE (APN 011-524-004 and 011-524-009).

WHEREAS, American Legion Post # 591,Property Owner, and RA Smith, Applicant, have filed an application for Use Permit approval and adoption of a Text Amendment, to allow for a retail tire store minor vehicle repair services; and,

WHEREAS, a duly noticed public hearing has been held by the Planning Commission on May 27, 2020, to provide the City Council with a recommendation on the use permit and text amendment; and,

WHEREAS, the Seaside City Council held a duly noticed public hearing on June 18, 2020 to receive and consider oral comments concerning the proposed use permit and to introduce the first reading of the Ordinance adopting text amendments to Chapter 17 of the Seaside Municipal Code; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA) Guidelines 15072, this project is exempt from the California Environmental Quality Act pursuant to Class 32, Section 15332 and 15300.2. These sections exempt projects that are consistent with general plan and zoning regulations that are within city limits on sites less than 5 acres in size that can be served by all required utilities, do not have any habitat value, and do not result in any significant effects relating to traffic, noise, air quality, or water quality.

NOW, THEREFORE, BE IT RESOLVED, that the Seaside City Council adopts the following findings in support of and approve Use Permit Application No.20-03:

<u>USE PERMIT FINDINGS</u>

1 The proposed use is allowed within the applicable zone and complies with all other applicable provisions of this Zoning Ordinance and the Municipal Code.

Zoning Ordinance Conformance

Evidence: This project is located within the Regional Commercial (CRG) Zoning District. The purpose of this district is to support large scale commercial development with retail, entertainment, and or service uses of a scale and function to serve a regional market. The proposed retail tire store and American Legion, as conditioned, and text amendment to include minor vehicle repair for tire installation only as a use permit in the CRG zoning district, would not be detrimental to surrounding properties and the general health, safety and welfare of the community in that:

a. *The scope of operations for the proposed project would be compatible and provide support services for automotive related retail sales in the area.*

b. *The project site is located within an urban area of Seaside on a 1.01 acre site where existing infrastructure and support services (e.g. roadways, access drives, utilities) are already in place.*

c. *The uses surrounding the project site include a regional commercial center to the north and west and a motel to the east that will be separated from the project site via defined boundaries so that vehicle circulation, noise, and visual impacts will be mitigated.*

d. *The project site is zoned CRG and has a General Plan designation of CRG which provides opportunities for a mixture of general retail and automotive retail uses. The project site will be connected to an existing arterial roadway (Del Monte Boulevard) which will facilitate on-site circulation and traffic movements so as to not create any excessive delays and provide access to the site for both local and visitor-serving traffic.*

e. *The design and circulation pattern of the project will ensure that the proposed retail tire store and American Legion is consistent with the City's development policies (e.g. Design, On-site vehicle circulation, Noise, Lighting, and compatible with the surrounding land uses) to protect the health, safety, and general welfare of the community.*

2. The proposed use is consistent with the General Plan and any applicable specific plan.

Seaside General Plan Conformance

The Seaside General Plan Land Use Designation for the project site is Regional Commercial (CRG). Regional Commercial uses are defined as large-scale commercial development with retail or service uses to serve a regional market.

The proposed project is consistent with the following General Plan Goals and Policies.

<u>Land Use Element</u>

Goal LU-1: Promote a mixture of land uses and a balance of jobs and housing to support a community in which people can live, work and play.

Policy LU-1.3: Encourage regional commercial and visitor serving commercial development that will enhance the identity of Seaside and attract visitors to the community.

<u>Evidence</u>: The proposed project and text amendment would provide complimentary and compatible infill development within an urbanized area of the City and is

surrounded by urban uses, including regional shopping centers, auto dealerships, motels, and restaurants. The proposed project is located on a major arterial roadway and near other roadways to sufficiently meet the needs of local residents and visitors.

Evidence: The proposed retail tire store and American Legion service club would be consistent with and support the existing Regional Commercial General Plan land use category in that the tire sales would diversify the retail sales in the city and would increase City sales tax revenues that can be used to fund future City services. The American Legion service club will provide key service to facilitate the retired military community that reside on the Monterey Peninsula

Goal LU-2: Revitalize existing commercial areas.

Evidence: The proposed project would be compatible with surrounding land uses by maintaining and diversifying the focused auto retail services on a regional scale. The addition of a retail tire store would also enhance economic viability of the existing auto center and provide a new retail amenity that would be located along a major arterial commercial roadway, compatible with the City's circulation network and surrounding land uses that would improve regional identity of the auto center.

Goal LU-4: Ensure that new development complements existing land uses and enhances the character of the community and its neighborhoods.

Policy LU-4.1: Require that all new development is compatible with surrounding uses, the site and available infrastructure.

Evidence: The proposed project would provide for infill development within the boundaries of an underdeveloped site located along a major arterial roadway in an urbanized area of the city's commercial corridor. The proposed project and text amendment would be consistent with the City's development standards, including obtaining the required use permit for a tire store with installation and disposal of tires in order to ensure compatibility with the land use characteristics of the local area and the adjacent existing development.

Goal LU8.1: Provide a level of flood control and protection that meets the needs of the community.

Policy LU-8.2: Ensure that developers provide stormwater retention/detention facilities and institute Best Management Practices that regulate runoff and siltation that meets local, State, and federal standards.

Evidence: The proposed development will be required to direct all on-site runoff to landscape swales or underground interceptors.

Goal ED-4: Attract and expand local serving retail and services in existing commercial areas.

Policy ED-4.1: Encourage the development of retail establishments that will reduce leakage of resident spending.

Evidence: The proposed project for a retail tire store will provide an additional revenue source within an infill site to capitalize on both local and visitor serving customers to enhance the City's long-term revenue.

Goal ED-5.1: Attract new regional and visitor-serving businesses.

Policy ED-5.1: Attract and support commercial and employment generating development that is consistent with the General Plan and City ordinances.

Evidence: The proposed project and text amendment will enable and support the attraction of regional serving commercial uses to provide an enhanced revenue source and encourage the redevelopment of underutilized commercial properties.

Goal C-4: Ensure adequate parking is provided throughout Seaside

Policy C-4.1: Require off-street parking in new development and redevelopment projects.

Evidence: The project site will provide 40 parking stalls that will be shared between the retail tire store and the American Legion. The Zoning code requires 15 spaces for the retail tire store and 30 spaces for the American Legion. The hours of operation for the tire store are from 8 am to 6 pm Monday thru Friday, 8 am to 5 pm on Saturday, and closed on Sundays. The American Legion is a service club with minor activities during the weekdays between 8 am and 6 pm. Primary events for the American Legion are in the evening Monday thru Friday. A special event for the American Legion could occur on occasion on a Saturday and Sunday or after 5 pm on a weekday. The differing hours of operation and the layout of the parking stalls will enable the site proposed parking spaces to be used as shared parking arrangement without creating any impact on the health, safety and general welfare of the community.

3. The design, location, size, and operating characteristics of the proposed activity are compatible with the existing and planned future land uses in the vicinity.

Evidence: The proposed project is located on an urban infill site with a regional commercial zoning and General Plan Land Use designation. The proposed development of a retail tire store and American Legion service club would be consistent with and support the existing commercial development, as the new tire store would serve to provide a visitor serving commercial use within area of City well suited for regional commercial activity and would not alter the existing balance of land uses in the City. The proposed project would diversify the retail uses in the auto center and would increase the City sales tax revenues that can be used to fund future city services. The remolded American Legion service club would continue to provide a valuable service for the retired military community that reside within the Monterey Peninsula.

<u>Evidence</u>: A Traffic Impact Analysis (TIA) was prepared for the proposed project by Keith Higgins (May 2020). The analysis included an examination of the project traffic volumes and intersection Levels of Service (LOS) at the study intersections (Del Monte Boulevard/Playa Avenue and Playa Avenue/Fremont Boulevard). The TIA concluded

that additional trips generated by the proposed use would allow all studies intersections to continue to operate acceptably at LOS A, B or C.

4. The site is physically suitable for the type, density and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

Evidence: The project site is served by existing water, wastewater, and electrical infrastructure and facilities with adequate capacity to serve the proposed project. As condition of approval, the applicant must receive clearance from the Public Works Department for the installation of bio retention swales and underground interceptors for the retention of stormwater.

5. Granting the permit would not be detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone district in which the property is located.

Evidence: The granting of Use Permit and Text Amendment would not create significant noise, traffic, or other conditions or situations that may be objectionable or detrimental to other existing or future uses in the vicinity or adverse to the public interest, health, safety, convenience, or welfare of the City.

BE IT FURTHER RESOLVED, the Planning Commission hereby recommends granting Use Permit Application No. 20-03 subject to the following terms and conditions:

<u>Project Specific:</u>

1. The proposed project shall substantially conform to the submitted plans for the project date stamped March 4, 2020, on file with the Community Development Department, as herein modified, or as modified by the Community Development Director in accordance with Exhibit A – Project Plans. The director may also approve subsequent minor modifications to plans during plan check if such modifications are consistent with provisions of the Seaside Municipal Code (SMC) or other applicable regulations.

2. This approval shall become null and void unless the use is established within twelve (12) months of the date of adoption of the second reading of the text amendment for the project by the City Council. Time extensions may be granted if a written request and associated fee are received by the Community Development Department within 30 days prior to the expiration.

3. Unless otherwise specified, the conditions contained in this Attachment shall be complied with as specified, subject to review and approval by the Community Development Department.

4. As a condition of approval of UP-20-03, the applicant shall agree, at its sole cost and expense, to defend, indemnify, and hold harmless the City, its officers, employees, agents, and consultants, from any claim, action, or proceeding brought by a third -party against the City, its officers, agents, and employees, which seeks to attack, set aside, challenge, void, or annul an approval of the City Council, the Planning Commission, or any other decision- making body, including staff, concerning this project. The City agrees to promptly notify the applicants of any such claim or action filed against the City and to fully cooperate in the defense of any such

action. The City may, at its sole cost and expense, elect to participate in defense of any such action under this condition.

5. All on- site signs shall comply with the City's Sign Code in Chapter 17.40 of the SMC.

6. All final exterior colors and materials shall be subject to review and approval of the Community Development Department and final field inspection by the Planning Division. Colors, materials and textures shall be noted on the construction plans.

7. The applicant shall obtain approval from the Monterey Bay Air Pollution Control District (MBAPCD) prior to the issuance of the building or grading permit. The applicant shall comply with all District regulations during construction.

8. Any noise generated by the proposed gasoline station, including any noise associated with construction, shall comply with the City's Noise Ordinance.

9. Restripe Playa Avenue between The Mall Extension and Fremont Boulevard as indicated on **Exhibit 15** of the TIA to provide a two-way left turn lane.

10. Provide curb, gutter, and sidewalk along the Project Playa Avenue frontage in compliance with City and ADA standards.

11. Provide on-site bike parking/storage in compliance with City standards.

12. Pay the TAMC Regional Development Impact Fee. City of Seaside staff will quantify the applicable fees to the Project at the time of development.

13. Vehicles shall only be permitted to make a right turn from Del Monte Boulevard into the site. Driveway approach shall be constructed to prohibit egress from the site onto Del Monte Boulevard.

Business License Tax Conditions

14. Prior to the issuance of a Certificate of Occupancy, the applicant shall obtain a City of Seaside Business License Tax Certificate.

LANDSCAPING

15. All proposed landscaping and/or irrigation plans shall comply with the approved plans and with the Monterey Peninsula Water Management District (MPWMD) Water Model Efficiency Landscape Ordinance. A Landscape Installation Certificate of Completion, certifying that the landscaping was installed in accordance with the approved plans by a Landscape Contractor, shall be submitted to the Community Development Department prior to the final inspections by Building and Planning Divisions.

16. All plant materials shall be installed in a healthy condition, typical to the species, and shall be maintained in a neat and healthy condition. Maintenance includes, but is not limited to, trimming, mowing, weeding, removal of litter, fertilizing, regular watering, and replacement of dead or diseased dying plants.

MISCELLANEOUS

17. Adequate lighting shall be provided to illuminate the fueling area, subject to Community Development Department review and approval. Said lighting shall meet requirements set forth in the Building Security and California Fire Codes.

18. Fire and Police access and passage shall be permitted at all times.

19. The proposed project shall comply with the applicable requirements of the Monterey Peninsula Water Management District.

20. The issuance of building permits involving the installation of new water shall be subject to the availability of an adequate supply of water and sewer capacity to serve the project.

21. The permit shall have no force or effect unless and until accepted, and the terms thereof agreed to, in writing, by the applicant and property owner within fifteen (15) days from the date of its approval.

22. For purposes of assuring compliance, the applicant, agents, representatives or their assignees agree not to deny or impede access to the subject property by City employees in the performance of their duties.

USE RESTRICTIONS

23. Business hours are from 8 a.m. to 5 p.m. Monday thru Friday. 8 a.m to 6 p.m. on Saturday, and closed Sunday. Hours of operation may be modified by the Director of Community Development if it is determined that no impacts to surrounding tenants or properties will occur.

24. No outdoor storage is permitted or display of materials shall be permitted except allowed on the project approved site plan or as approved by the Zoning Administrator.

25. The subject property shall be maintained in a safe, clean and sanitary condition at all times. The property owners shall be responsible for the daily maintenance and up-keep of the businesses, including but not limited to trash removal, painting, graffiti removal, and maintenance of improvements to ensure that the facilities are maintained in a neat and attractive manner.

PLANCHECK SUBMITTAL

26. At the time of building or encroachment permit application, the plans shall comply with the latest edition of the 2019 California Building and Fire codes, City Ordinances, State, Federal laws, and regulations as adopted by the City Council.

27. Prior to submittal of a Storm Water Control Plan (SWCP), the applicant shall submit a deposit as specified in the Fees and Charges to the Public Works Department for the estimated cost of reviewing the SWCP.

28. Prior to any work in the public right-of-way, an Encroachment Permit shall be obtained from and applicable fees paid to the Public Works Department

29. Prior to issuance of a Building Permit, the applicant shall submit an underground storage tank plan to the Monterey County Health Department for review and approval.

30. The developer shall submit storm drain plans, prepared by a California registered professional civil engineer, depicting proposed storm drain improvements for the project. All storm drain improvements shall comply with the City of Seaside Construction Standards for Private Streets, Storm Drain and On -Site Private Improvements Manual

31. The developer shall submit precise grading plans, prepared by a California registered professional civil engineer, depicting proposed grading, erosion control and improvements for the project.

32. Any damage from the project done to existing public right-of-way improvements and/or utilities shall be repaired to the satisfaction of the City Engineer before final inspection.

33. Provide preliminary hydrology and hydraulic calculations to substantiate retention of storm water runoff for the entire redevelopment for the 95% storm event

34. Proposed project must implement storm water best management practices (BMPs) during construction.(SMC 8.46)

    a. Complete and submit the Storm water Compliance Tracking Form, with signature with building permit application.

    b. A project specific Erosion and Sediment Control Plan (ESCP) is required of the applicant as part of building permit application.

    c. If the disturbed area is greater than one (1) acre, a Storm water Pollution Prevention Plan (SWPPP) shall be prepared and a WDID obtained by the applicant from the State Water Quality Control Board. Submit the SWPPP for City of Seaside review.

35. Post-development peak storm water runoff rates shall not exceed predevelopment rate. A pro rata share of the cost of offsite erosion sediment, and flood control improvements and/or for maintenance to the principal drainage way may be required by the city engineer to handle the increase peak runoff and/or sediment generated by the project. (SMC 15.32.170)

    a. As part of building permit application, develop civil grading and drainage plans to clearly show direction of storm water drainage from new or redeveloped impervious surfaces.

    b. Oil/water separator shall be connected to the sanitary sewer system. A normally closed emergency shutoff valve shall be required on the outlet of the oil/water separator. Applicant

to contact Monterey One Water for review and approval requirements for connection to the sanitary sewer system.

c. Drainage shall not be directed to adjacent properties.

36. As required by Attachment 1 to Resolution No. R3-2013-0032 of the Central Coast Regional Water Quality Control Board, the applicant shall develop a Storm Water Control Plan demonstrating compliance with performance requirements #1, #2, #3, and #4 as applicable.(SMC 8.46.130)

a. Applicant shall submit a Storm Water Control Plan prior to finalizing site plan or civil grading and drainage plans. Storm Water Control Plan shall be approved by the City prior to finalizing project civil grading and drainage plans and shall include hydrology and hydraulic calculations validating the design of conveyance, treatment and/or infiltration features.

i. Provide a soils engineering report describing the soil type and soil hydrologic soil group substantiating design of structural storm water control measures described within the Storm Water Control Plan.

ii. Infiltration testing shall be per the Riverside County-Low Impact Development BMP Design Handbook.

Comment [ACS1]: This is inapplicable.

b. Applicant shall submit architectural and civil grading and drainage plans with building permit application in substantial conformance to the approved Storm Water Control Plan.

i. Plans shall clearly denote, in table format, the pre-project impervious surface area, new impervious surface area created, replaced impervious surface area, and post-project impervious surface area.

c. Prior to issuance of occupancy, applicant shall execute and record as a deed restriction a Right of Entry and Maintenance Agreement. The Right of Entry and Maintenance Agreement shall:

Comment [ACS2]: This requirement seems above and beyond the norm and not typical. Does Seaside always require this? If not, it should not be imposed here.

i. Include indemnity, insurance and security requirements in conformance with the template provided by the City, and

ii. include an operation and maintenance (O&M) plan approved by the City stating that the property owner will conduct, and accepts responsibility for, maintenance of all storm water control measures (SCMs), and

iii. include a legal description of the property, and

iv. describe the methods and procedures for conducting periodic inspections and maintenances of all SCMs, and

v. require applicant to provide to the City each year during a period beginning on September 1 and ending no later than September 30 a statement certified by a licensed Civil Engineer or Qualified Storm water Developer (QSD) registered in the State of California stating that the SCM maintenance is in accordance with the O&M plan, and

vi. include a statement that transfers responsibility for maintenance of SCMs to future owners of the property.

37. Project shall provide ADA compliant path of travel across driveway approach fronting Del Monte Boulevard.

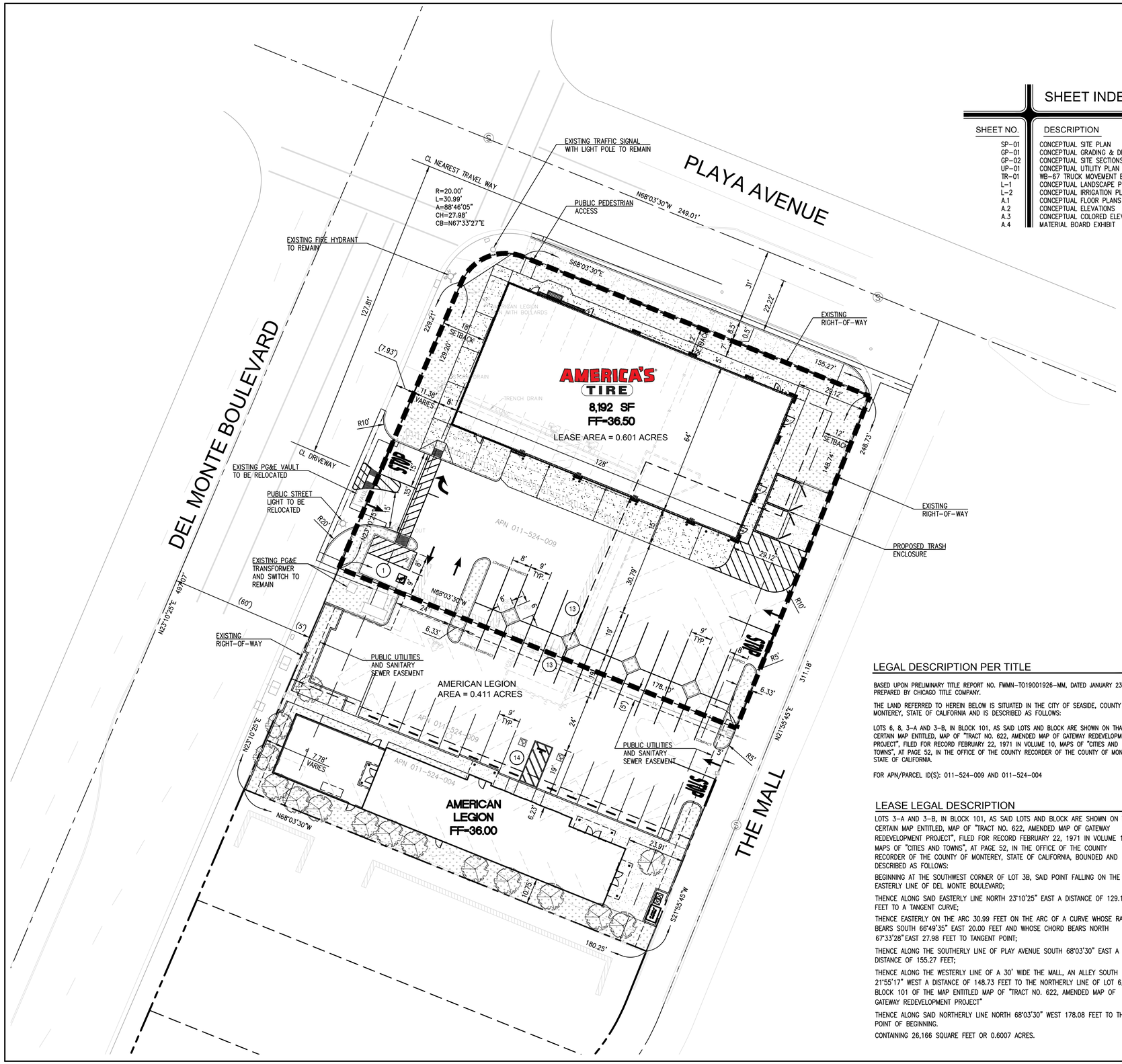
PASSED AND ADOPTED at the regular meeting of the Planning Commission of the City of Seaside, State of California, on the 18th day of June, 2020, by the following vote:

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

_____
Ian N. Oglesby, Mayor

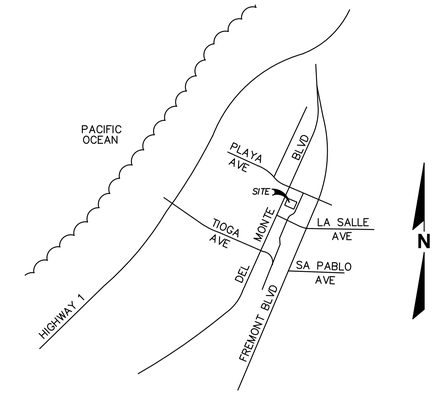
ATTEST:

_____
Lesley Milton, City Clerk



SHEET INDEX

SHEET NO.	DESCRIPTION
SP-01	CONCEPTUAL SITE PLAN
GP-01	CONCEPTUAL GRADING & DRAINAGE PLAN
GP-02	CONCEPTUAL SITE SECTIONS
UP-01	CONCEPTUAL UTILITY PLAN
TR-01	WB-67 TRUCK MOVEMENT EXHIBIT
L-1	CONCEPTUAL LANDSCAPE PLAN
L-2	CONCEPTUAL IRRIGATION PLAN
A.1	CONCEPTUAL FLOOR PLANS
A.2	CONCEPTUAL ELEVATIONS
A.3	CONCEPTUAL COLORED ELEVATIONS
A.4	MATERIAL BOARD EXHIBIT



VICINITY MAP

N.T.S.

SCOPE OF WORK

THE SCOPE OF WORK INCLUDES DEMOLISHING THE EXISTING 5,540 SQ. FT. ± AMERICAN LEGION BUILDING WITH BASEMENT AND PARKING AREAS ON A 1.01 ACRE SITE. THE PROPOSED CONSTRUCTION INCLUDES A SINGLE STORY 8,192 SQ. FT. BUILDING WITH A 2,655 SQ. FT MEZZANINE FLOOR. THE PROPOSED AMERICA'S TIRE FACILITY WILL BE USED ENTIRELY FOR TIRES AND WHEELS SALES AND INSTALLATION ONLY. THE PROJECT SCOPE ALSO INCLUDES THE RELOCATION OF THE NEW 2,999 SQ. FT. AMERICAN LEGION BUILDING PAD AND UTILITIES. SITE IMPROVEMENTS TO INCLUDE PARKING LOT PAVING, NEW UNDERGROUND UTILITY SERVICES, LANDSCAPE AND AN UNDERGROUND CHAMBER SYSTEM (STORMWATER BMPs).

SITE DATA

TOTAL SITE AREA	44,078.99 SF OR 1.012 AC	
AMERICA'S TIRE LEASE AREA	26,165.13 SF OR 0.601 AC	
AMERICAN LEGION AREA	17,913.86 SF OR 0.411 AC	
EXISTING PARKING STALLS	91	
SERVICE BAYS	6	
PARKING STALLS	41 + 6 BAYS = 47	
SITE AREAS		
AMERICA'S TIRE (BUILDING)	8,192 SF	(18.6%)
AMERICAN LEGION (BUILDING)	2,999 SF	(6.8%)
SIDEWALK/PAVEMENT	26,628 SF	(60.4%)
LANDSCAPING	6,260 SF	(14.2%)
APN	011-524-004 & 011-524-0009	
ADDRESS	1000 PLAYA AVENUE SEASIDE, CA 93955	
NO. OF EMPLOYEES	10±	
BUSINESS HOURS	8AM - 6PM (MON-SAT) 8AM - 5PM (SUN)	

LEGAL DESCRIPTION PER TITLE

BASED UPON PRELIMINARY TITLE REPORT NO. FWMN-T019001926-MM, DATED JANUARY 23, 2020, PREPARED BY CHICAGO TITLE COMPANY.

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SEASIDE, COUNTY OF MONTEREY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOTS 6, 8, 3-A AND 3-B, IN BLOCK 101, AS SAID LOTS AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED, MAP OF "TRACT NO. 622, AMENDED MAP OF GATEWAY REDEVELOPMENT PROJECT", FILED FOR RECORD FEBRUARY 22, 1971 IN VOLUME 10, MAPS OF "CITIES AND TOWNS", AT PAGE 52, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA.

FOR APN/PARCEL ID(S): 011-524-009 AND 011-524-004

LEASE LEGAL DESCRIPTION

LOTS 3-A AND 3-B, IN BLOCK 101, AS SAID LOTS AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED, MAP OF "TRACT NO. 622, AMENDED MAP OF GATEWAY REDEVELOPMENT PROJECT", FILED FOR RECORD FEBRUARY 22, 1971 IN VOLUME 10, MAPS OF "CITIES AND TOWNS", AT PAGE 52, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 3B, SAID POINT FALLING ON THE EASTERLY LINE OF DEL MONTE BOULEVARD;

THENCE ALONG SAID EASTERLY LINE NORTH 23°10'25" EAST A DISTANCE OF 129.19 FEET TO A TANGENT CURVE;

THENCE EASTERLY ON THE ARC 30.99 FEET ON THE ARC OF A CURVE WHOSE RADIUS BEARS SOUTH 66°49'35" EAST 20.00 FEET AND WHOSE CHORD BEARS NORTH 67°33'28" EAST 27.98 FEET TO TANGENT POINT;

THENCE ALONG THE SOUTHERLY LINE OF PLAY AVENUE SOUTH 68°03'30" EAST A DISTANCE OF 155.27 FEET;

THENCE ALONG THE WESTERLY LINE OF A 30' WIDE THE MALL, AN ALLEY SOUTH 21°55'17" WEST A DISTANCE OF 148.73 FEET TO THE NORTHERLY LINE OF LOT 6, IN BLOCK 101 OF THE MAP ENTITLED MAP OF "TRACT NO. 622, AMENDED MAP OF GATEWAY REDEVELOPMENT PROJECT"

THENCE ALONG SAID NORTHERLY LINE NORTH 68°03'30" WEST 178.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 26,166 SQUARE FEET OR 0.6007 ACRES.

LEGEND

AMERICA'S TIRE LEASE AREA

N

GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 20 ft.

DATE	DESCRIPTION

raSmith
CREATIVITY BEYOND ENGINEERING
8881 Research Drive
Irvine, CA 92618-4236
(949) 872-2378
rasmith.com

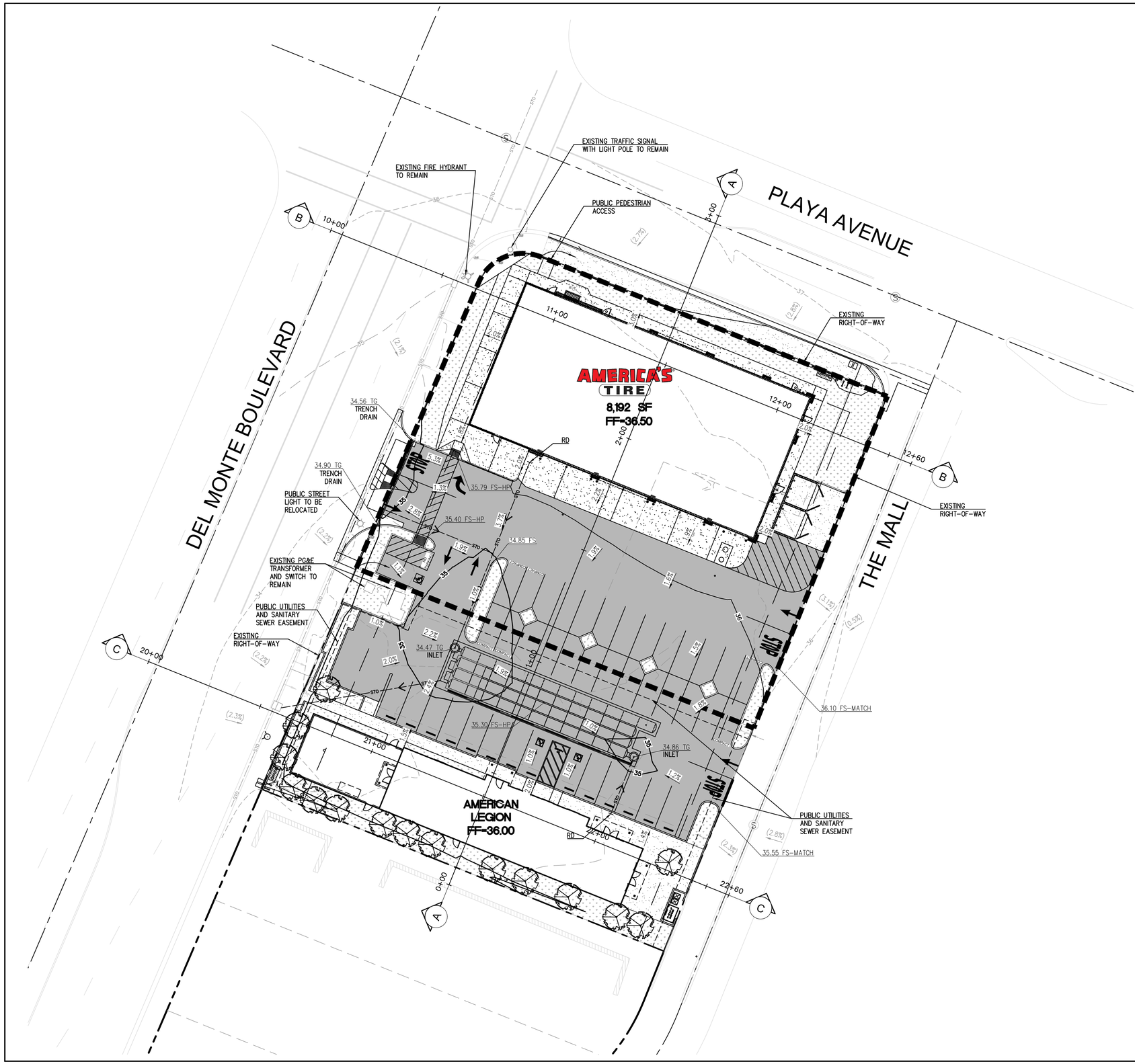
AMERICA'S TIRE - SEASIDE
1000 PLAYA AVENUE, SEASIDE CA 93955

CONCEPTUAL SITE PLAN

© COPYRIGHT 2020
R.A. Smith, Inc.

DATE: 03/04/2020
SCALE: AS SHOWN
JOB NO. 3200007
PROJECT MANAGER: REID KUNISHIGE
DESIGNED BY: RMK
CHECKED BY: RMK

SHEET NUMBER
SP-01



CONCEPTUAL PAVING LEGEND:

- PROPOSED A.C. PAVEMENT
- PROPOSED CONCRETE SIDEWALK/PAVEMENT
- PROPOSED LANDSCAPE AREA

CUT/FILL ESTIMATE OF EARTHWORK

CUT: 115 CY
FILL: 1,180 CY
NET IMPORT: 1,065 CY

CUT/FILL BASED ON COMPARISON OF EXISTING SURFACE TO THE PROPOSED FINISH SURFACE, AND DOES NOT ACCOUNT FOR ANY OVER-EXCAVATION FOR PAVEMENTS, BUILDING SLABS/PADS, OR LANDSCAPE DEPRESSIONS. CONTRACTOR TO REFER TO APPROVED GEOTECHNICAL REPORT FOR ADDITIONAL UNDERSLAB AND/OR CUT AND FILL EARTHWORK REQUIREMENTS.

EARTHWORK QUANTITIES PROVIDED FOR PERMITTING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE QUANTITIES FOR BID AND CONSTRUCTION PURPOSES. ANY EXPORT OR IMPORT TO BALANCE THE SITE SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

LEGEND:

- PROPERTY LINE
- PROPOSED LEASE LINE
- 36 PROPOSED CONTOURS
- 36 EXISTING CONTOURS
- X.X% PROPOSED FLOW
- (X.X)% EXISTING FLOW
- A CROSS SECTION, SEE SHEET GP-02
- STO EXISTING STORM DRAIN
- STO PROPOSED STORM DRAIN
- RD PROPOSED ROOF DRAIN CONNECTION

N

GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 20 ft.

DATE	DESCRIPTION

raSmith
CREATIVITY BEYOND ENGINEERING
8881 Research Drive
Irvine, CA 92618-4236
(949) 872-2378
rasmith.com

AMERICA'S TIRE - SEASIDE
1000 PLAYA AVENUE, SEASIDE CA 93955

CONCEPTUAL GRADING & DRAINAGE PLAN

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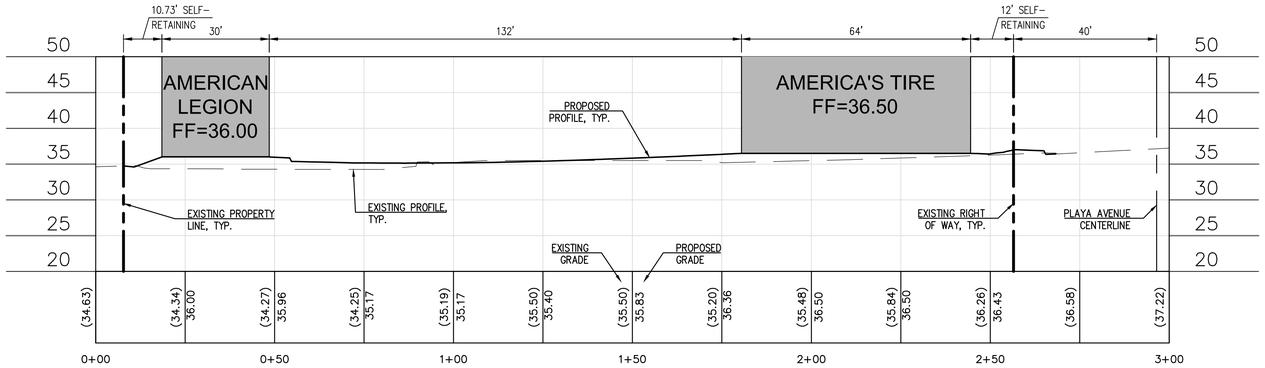
R.A. Smith, Inc.

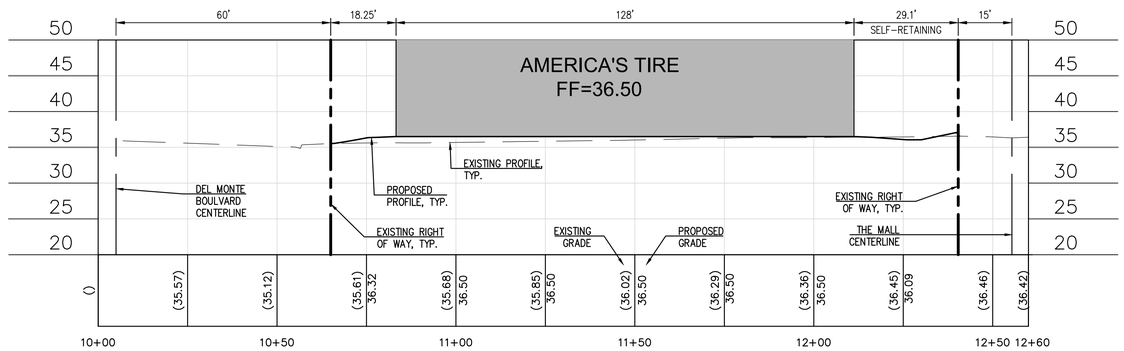
DATE: 03/04/2020
SCALE: AS SHOWN
JOB NO. 3200007
PROJECT MANAGER: REID KUNISHIGE
DESIGNED BY: RMK
CHECKED BY: RMK

SHEET NUMBER
GP-01



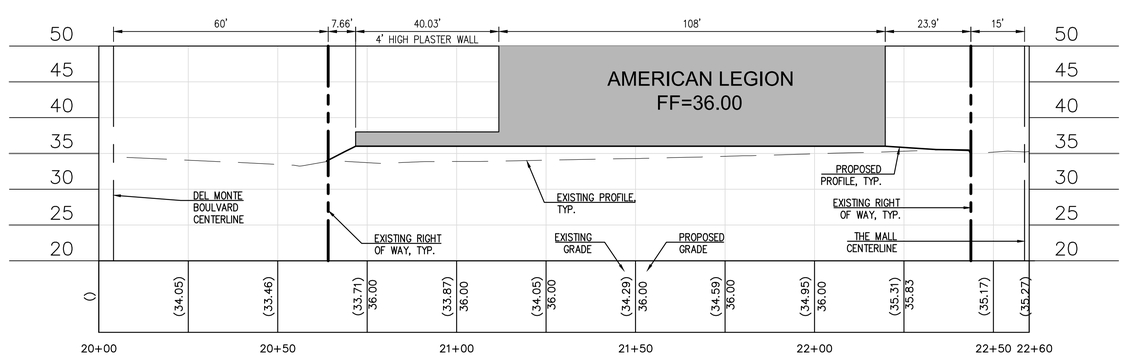
A SECTION A-A

H: 1"=20'
V: 1"=10'



B SECTION B-B

H: 1"=20'
V: 1"=10'



C SECTION C-C

H: 1"=20'
V: 1"=10'

DATE	DESCRIPTION

raSmith
CREATIVITY BEYOND ENGINEERING
8881 Research Drive
Irvine, CA 92618-4236
(949) 872-2378
rasmith.com

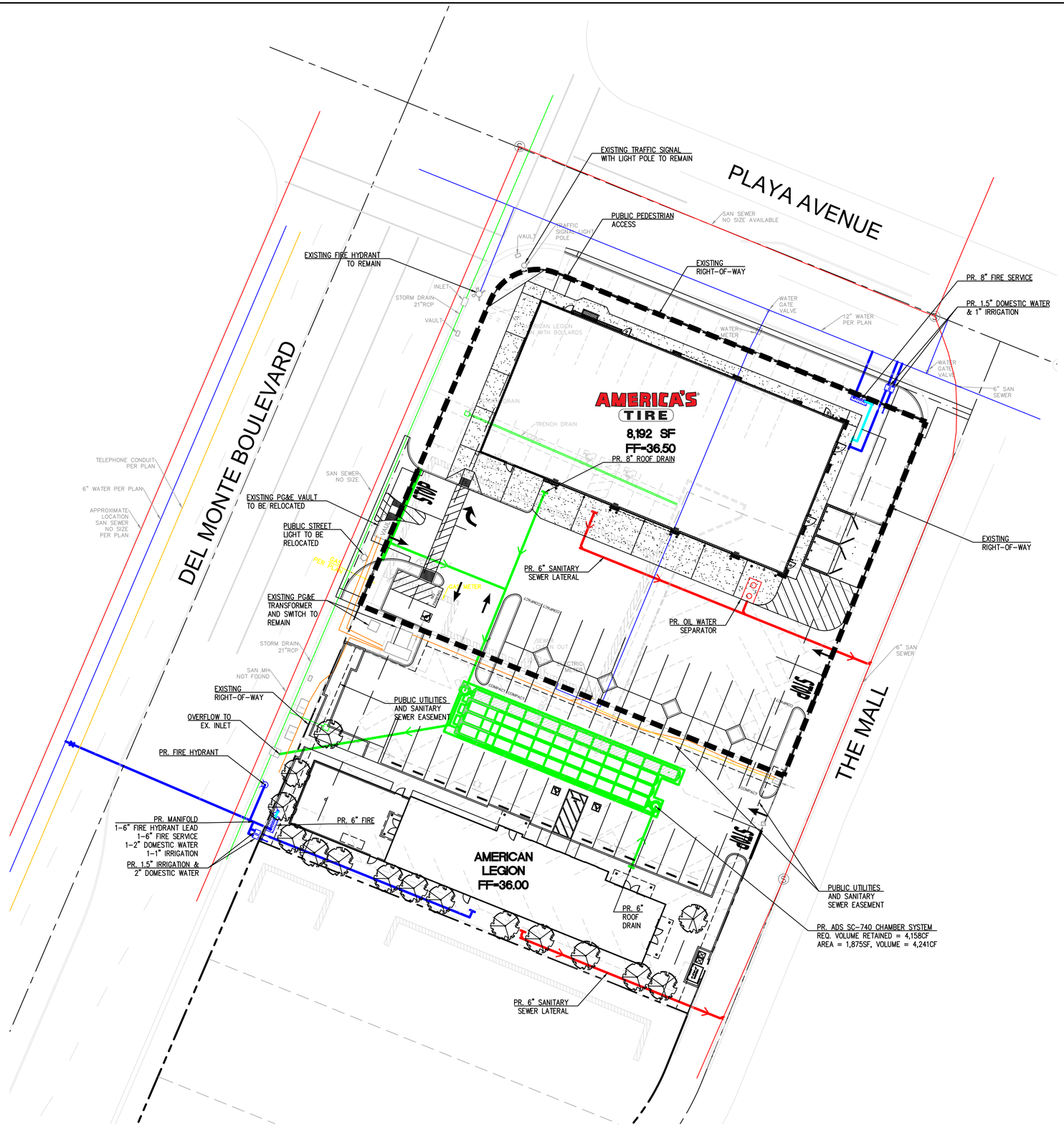
AMERICA'S TIRE - SEASIDE
1000 PLAYA AVENUE, SEASIDE CA 93955

CONCEPTUAL SITE SECTIONS

© COPYRIGHT 2020
R.A. Smith, Inc.

DATE: 03/04/2020
SCALE: AS SHOWN
JOB NO. 3200007
PROJECT MANAGER: REID KUNISHIGE
DESIGNED BY: RMK
CHECKED BY: RMK

SHEET NUMBER
GP-02



UTILITY LEGEND:

- PROPERTY LINE
- EXISTING WATER LINE
- PROPOSED WATER LINE
- PROPOSED FIRE LINE
- EXISTING SANITARY SEWER LINE
- PROPOSED SANITARY SEWER LINE
- EXISTING STORM DRAIN LINE
- PROPOSED STORM DRAIN
- EXISTING ELECTRICAL LINE
- EXISTING COMMUNICATIONS
- EXISTING GAS

N

GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 20 ft.

DATE	DESCRIPTION

raSmith
CREATIVITY BEYOND ENGINEERING
8881 Research Drive
Irvine, CA 92618-4236
(949) 872-2378
rasmith.com

AMERICA'S TIRE - SEASIDE
1000 PLAYA AVENUE, SEASIDE CA 93955

CONCEPTUAL UTILITY PLAN

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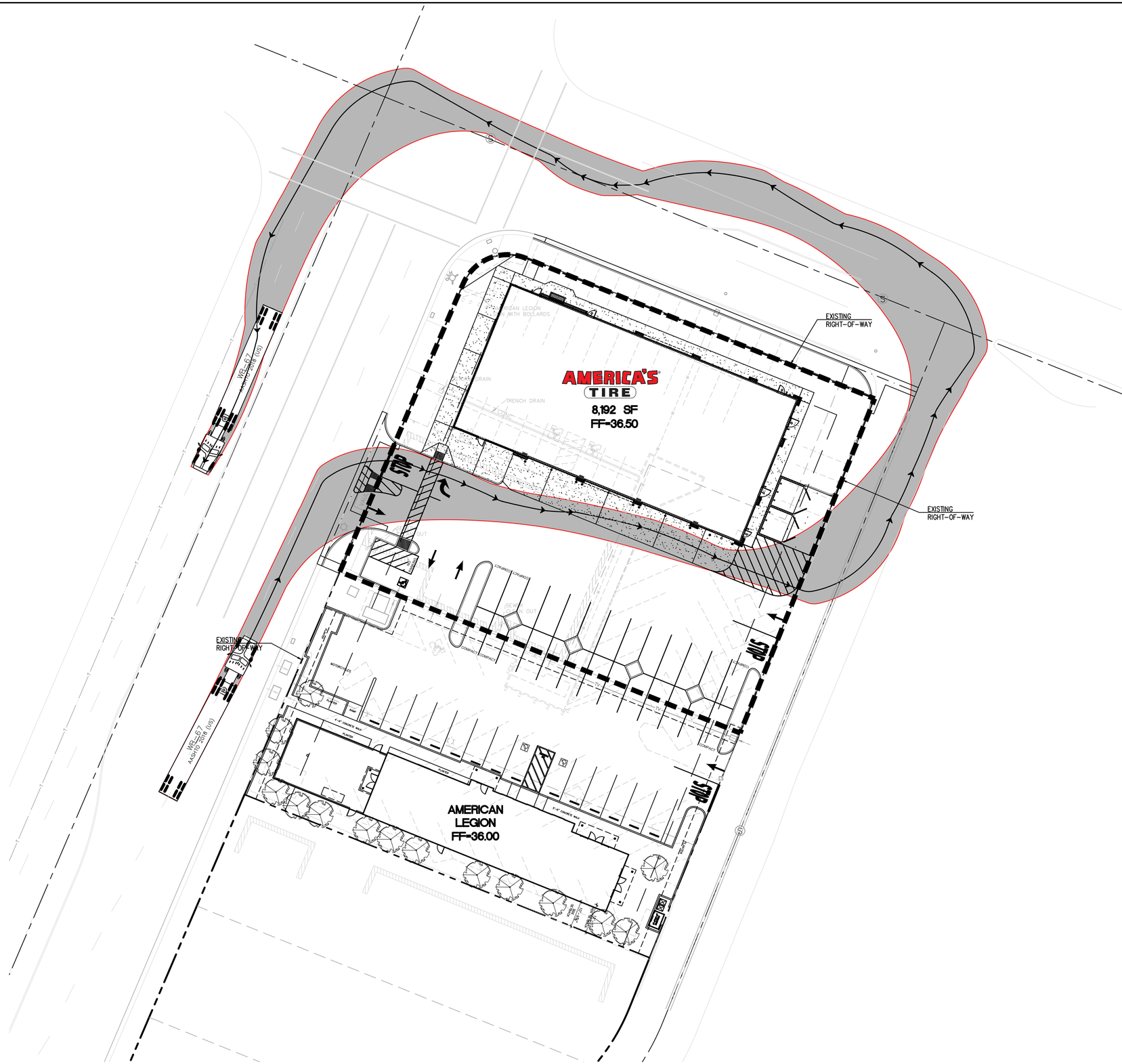
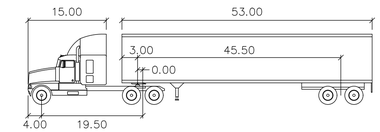
R.A. Smith, Inc.

DATE: 03/04/2020
SCALE: AS SHOWN
JOB NO. 3200007
PROJECT MANAGER: REID KUNISHIGE
DESIGNED BY: RMK
CHECKED BY: RMK

SHEET NUMBER
UP-01





WB-67

	feet		
Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 28.4
Tractor Track	: 8.00	Articulating Angle	: 75.0
Trailer Track	: 8.50		

WB-67 TRUCK DETAIL

N.T.S.

N

GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 20 ft.

DATE	DESCRIPTION

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Irvine, CA 92618-4236
(949) 872-2378
rasmith.com

AMERICA'S TIRE - SEASIDE
1000 PLAYA AVENUE, SEASIDE CA 93955

WB-67 TRUCK MOVEMENT EXHIBIT

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DATE: 03/04/2020

SCALE: AS SHOWN

JOB NO. 3200007

PROJECT MANAGER:
REID KUNISHIGE

DESIGNED BY: RMK

CHECKED BY: RMK

SHEET NUMBER

TR-01

PLANT PALETTE SUNSET ZONE: 17

Symbol	Botanical Name	Common Name	WUCOLS (REGION 3)
TREES			
	Arbutus unedo	Strawberry Tree	Low
	Melaleuca quinquenervia	Cajeput Tree	Low
	Metrosideros excelsa	New Zealand Chsristmas Tree	Low

Symbol	Botanical Name	Common Name	WUCOLS (REGION 3)
SHRUBS/ GROUNDCOVERS			
	Arctostaphylos edmundsii 'Little Sur Manazanita'	Little Sur Manazanita	Low
	Citus purpureus	Purple Rock Rose	Low
	Dudleya brittonii	Giant Chalk Dudleya	Low
	Leucadendron discolor 'Pom Pom'	Pom-Pom Flame Tips	Low
	Leucadendron galpinii 'Silver Cone'	Silver Cone Galpin	Low
	Macfadyena unguis cati	Cat's Claw	Low
	Westringia fructicosa 'Morning Light'	Coast Rosemary	Low
SCREEN SHRUBS			
	Dodonaea v. 'Purpurea'	Hopseed Bush	Low
	Rhus intergrifolia	Lemonade Berry	Low

NOTES:

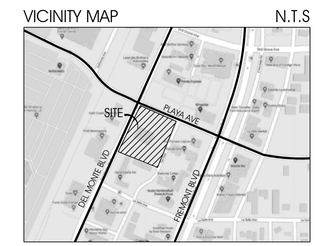
PLANT MATERIAL NOT LISTED MAY BE USED, SUBJECT TO APPROVAL BY THE CITY.

ALL LANDSCAPE PLANS AND INSTALLATIONS SHALL ADHERE TO CITY DESIGN GUIDELINES, CODES AND REGULATIONS.

ALL LANDSCAPE AREAS SHALL RECEIVE AUTOMATIC IRRIGATION SYSTEM.

ALL LANDSCAPE INSTALLATION SHALL BE PERMANENTLY MAINTAINED.

VICINITY MAP N.T.S



DIGALERT
AT LEAST TWO DAYS BEFORE YOU DIG
DIAL TOLL FREE 811
UNDERGROUND SERVICE ALERT (USA)

0' 10' 20' 40' 60'
SCALE: 1" = 20'
NORTH

DATE	DESCRIPTION

conceptual design & planning company
Corporate Office:
3195-C Airport Loop Drive
Costa Mesa, CA 92626
949.852.1231
www.cdpcorp.com
COSTA MESA • ATASCADERO • SAN JOSE

AMERICA'S TIRE - SEASIDE
1000 PLAYA AVENUE, SEASIDE CA 93955

CONCEPTUAL LANDSCAPE PLAN

DATE: 03/04/2020
SCALE: AS SHOWN
JOB NO. 20026
PROJECT MANAGER: VINCENT ROJAS
DESIGNED BY: GC
CHECKED BY: MK

SHEET NUMBER
L-1

California Water Efficient Landscape Worksheet							
Reference Evapotranspiration (ET_o)		36	Project Type		Non-Residential		0.45
Hydrozone # / Planting Description[a]	Plant Factor (PF)	Irrigation Method[b]	Irrigation Efficiency (IE)[c]	ETAF (PF/IE)	Landscape Area (Sq. Ft.)	ETAF x Area	Estimated Total Water Use (ETWU)[d]
Regular Landscape Areas							
Zone #1, Shrub, GC	0.2	Overhead	0.75	0.27	3048	813	18142
Zone #2 / Trees	0.2	Drip	0.81	0.25	400	99	2204
			0.75	0.00		0	0
			0.75	0.00		0	0
			0.75	0.00		0	0
			0.75	0.00		0	0
			0.75	0.00		0	0
			0.75	0.00		0	0
			0.75	0.00		0	0
			0.75	0.00		0	0
			0.75	0.00		0	0
			0.75	0.00		0	0
			0.75	0.00		0	0
			0.75	0.00		0	0
			0.75	0.00		0	0
			0.75	0.00		0	0
			0.75	0.00		0	0
			0.75	0.00		0	0
			0.75	0.00		0	0
			0.75	0.00		0	0
				Totals	3448	912	20346
Special Landscape Areas							
				1		0	0
				1		0	0
				1		0	0
				1		0	0
				Totals	0	0	0
						ETWU Total	20346
						Maximum Allowed Water Allowance (MAWA)[e]	34632

ETAF Calculations

Regular Landscape Areas

Total ETAF x Area	912
Total Area	3448
Average ETAF	0.26

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

All Landscape Areas

Total ETAF x Area	912
Total Area	3448
Average ETAF	0.26

WATER CONSERVATION LEGEND

SYMBOL	DESCRIPTION
	HYDROZONE 1 - (SHRUB, GROUNDCOVER) PLANT TYPE: LOW WATER USE IRRIGATION: LOW VOLUME MICRO-SPRAY AREA: 3048 S.F. NOTE: OVERHEAD IRRIGATION SHALL NOT BE PERMITTED WITHIN 24" OF ANY NON-PERMEABLE SURFACE.
	HYDROZONE 2 - (TREES) PLANT TYPE: LOW WATER USE IRRIGATION: TREE BUBBLERS AREA: 400 S.F. NOTE: OVERHEAD IRRIGATION SHALL NOT BE PERMITTED WITHIN 24" OF ANY NON-PERMEABLE SURFACE.

LANDSCAPE WATER CONSERVATION STATEMENT

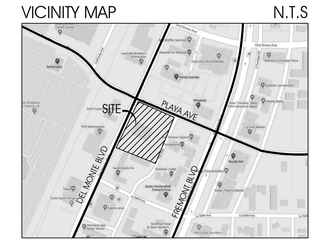
WATER CONSERVATION IS ACHIEVED IN THIS LANDSCAPE CONCEPT PLAN AS DESCRIBED BELOW:

- ALL PLANT MATERIALS SELECTED FOR THIS SITE WERE APPROPRIATE FOR THE GEOGRAPHICAL LOCATION AND LOCAL CLIMATE, THEIR ADAPTABILITY TO DROUGHT. DATA FROM WULCOLS III HAS BEEN USED FOR DETERMINING SPECIES' PLANT FACTOR FOR THE WATER USE CALCULATIONS.
- PLANTS WITH SIMILAR WATER USE REQUIREMENTS WERE GROUPED TOGETHER.
- 100% OF LANDSCAPE AREAS ARE PLANTED WITH LOW WATER USE PLANTS, THE BALANCE WITH MODERATE USE PLANTS. NO HIGH WATER USE PLANTS ARE USED.
- IRRIGATION SECTIONS/HYDROZONES ARE SEPARATED BY CONSIDERING PLANT SPECIES FACTOR, PLANT DENSITY AND MICROCLIMATE. IF LOW WATER USE PLANTS ARE MIXED WITH MODERATE WATER USE PLANTS IN THE SAME HYDROZONE, THE MODERATE WATER USE FACTOR IS USED FOR WATER USE CALCULATIONS.
- THE USE OF TURF IS ELIMINATED. ALL TREE, SHRUB AND GROUNDCOVER AREAS WILL BE DRESSED WITH MINIMUM 3" LAYER OF MULCH MOISTURE RETENTION AND TO DISCOURAGE WEEDS. EXCEPT IN AREAS WITH GROUNDCOVER PLANTED FROM FLATS WHERE MULCH DEPTH SHALL BE ONE AND ONE HALF INCHES (1-1/2").

LANDSCAPE TABULATION

DESCRIPTION	TOTAL AREA	OVERALL %
LOW WATER USE AREA:	3448 SF	100%

VICINITY MAP N.T.S



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UNDERGROUND SERVICE ALERT (USA)

0' 10' 20' 40' 60'
SCALE: 1"=20'
NORTH

DATE	DESCRIPTION

conceptual design & planning company
Corporate Office:
3195-C Airport Loop Drive
Costa Mesa, CA 92626
(949) 250-0270
www.cdpcorp.com
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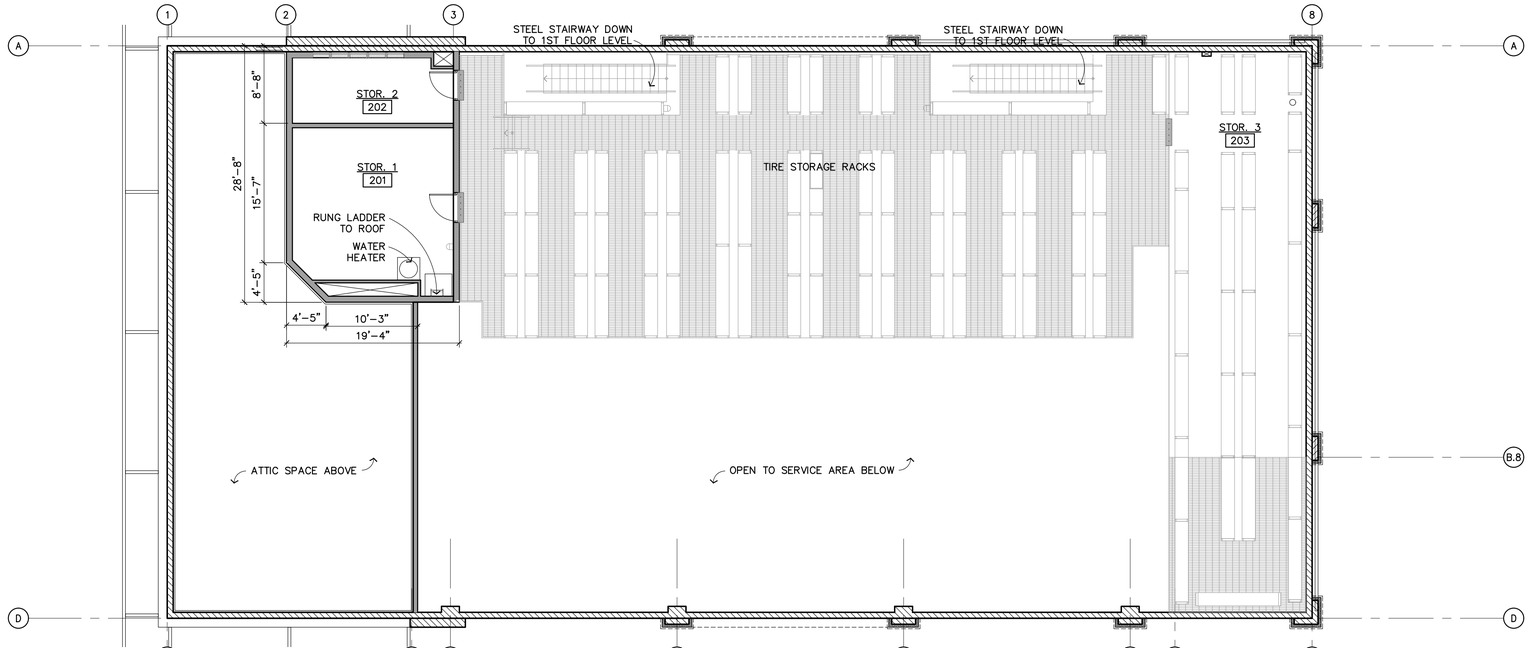
AMERICA'S TIRE - SEASIDE
1000 PLAYA AVENUE, SEASIDE CA 93955

CONCEPTUAL IRRIGATION PLAN

DATE: 03/04/2020
SCALE: AS SHOWN
JOB NO. 20026
PROJECT MANAGER: VINCENT ROJAS
DESIGNED BY: GC
CHECKED BY: MK

SHEET NUMBER
L-2



NORTH

CONCEPTUAL MEZZ. FLOOR PLAN

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

Building Area Breakdown

GROUND FLOOR AREA

'M' OCCUPANCY:

SALES / DISPLAY	1,272.81S.F.
OFFICE	113.33 S.F.
COMPUTER	26.68 S.F.
HALL	61.04 S.F.
MEN	66.27 S.F.
WOMEN	59.12 S.F.
EMPLOYEE	59.12 S.F.
JANITOR ROOM:	25.40 S.F.

'S-1' OCCUPANCY:

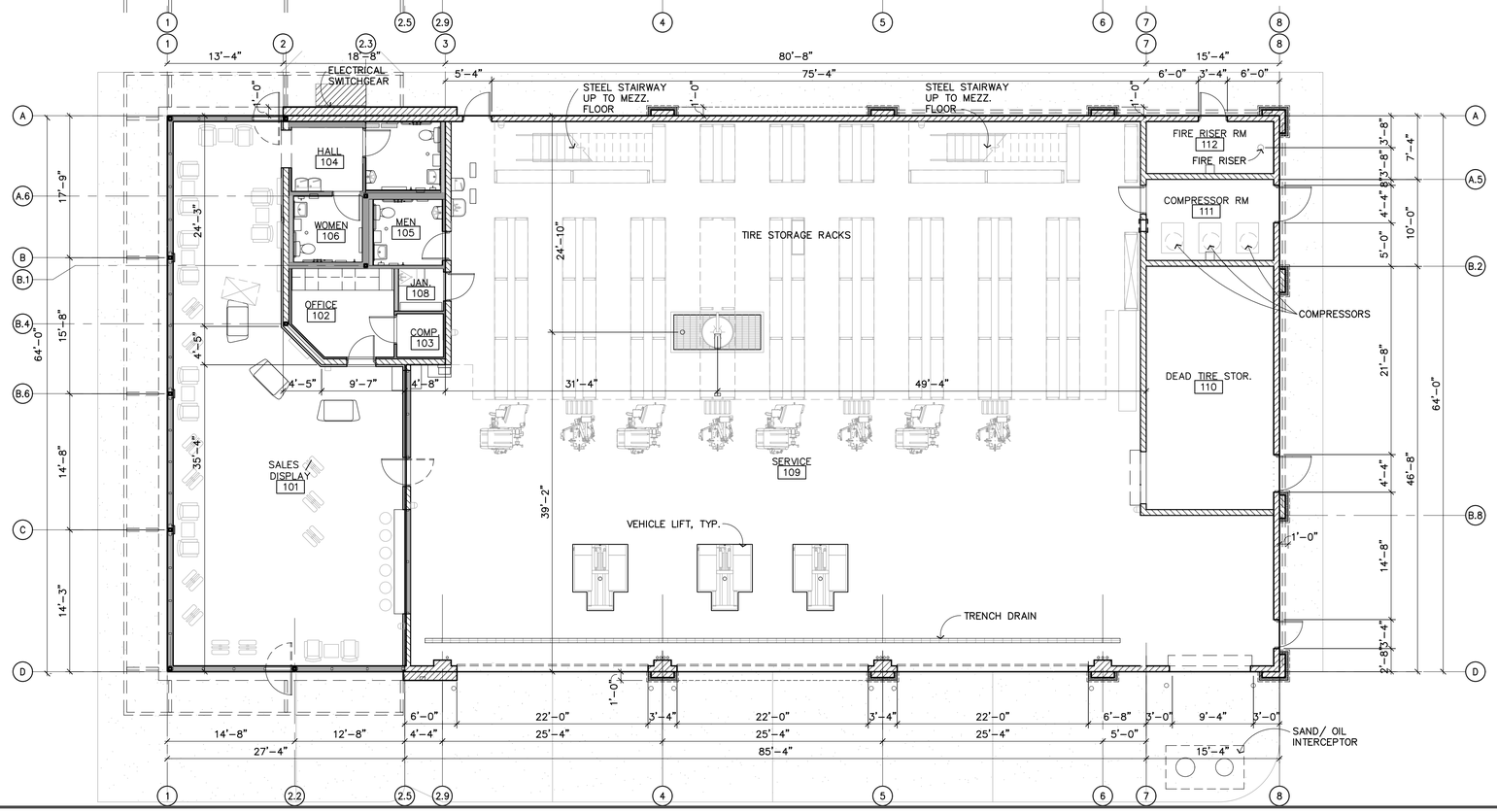
SERVICE	5393.69 S.F.
RECYCLE TIRE	410.67 S.F.
COMPRESSOR ROOM	136.89 S.F.
FIRE RISER ROOM	88.00 S.F.
(NET AREA/USABLE)	7,713.22 S.F.

TOTAL GROUND FLOOR AREA: 8,192 S.F.(BLDG. FOOTPRINT)

MEZZANINE LEVEL AREA:

'S-1' OCCUPANCY:

STORAGE # 1:	310.70 S.F.
STORAGE # 2:	128.88 S.F.
STORAGE # 3:	695.19 S.F.
WALKING GRATE:	1519.78 S.F.
(NET AREA/USABLE)	2,654.55 S.F.



NORTH

CONCEPTUAL 1ST FLOOR PLAN

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

REV:

DATE: 02.28.20

ALT - 1L

AMERICA'S TIRE

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CONCEPTUAL FLOOR PLANS

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SEASIDE, CA 93955

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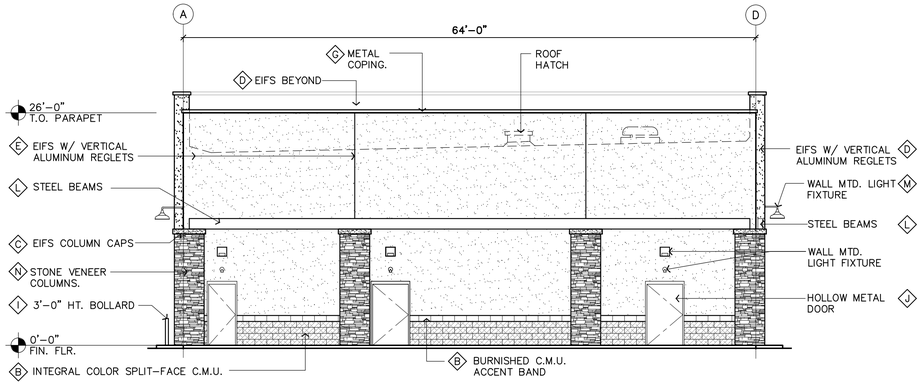
CONSULTING ENGINEERS
STRUCTURAL, MECHANICAL, PLUMBING, ELECTRICAL, CIVIL, SURVEYING, ARCHITECTURAL
914 E. KATELLA AVENUE, ANAHEIM, CA 92805
P (714) 385-1835 F(714) 385-1834
www.plumpgroup.com

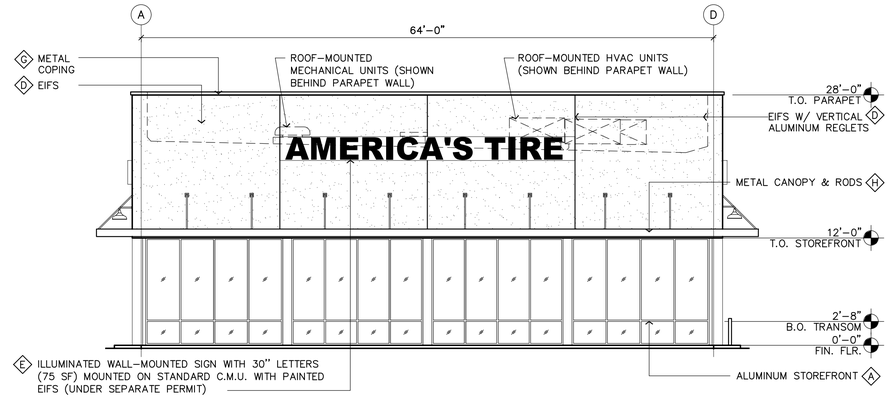
Sheet No.

A.1



EAST ELEVATION

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

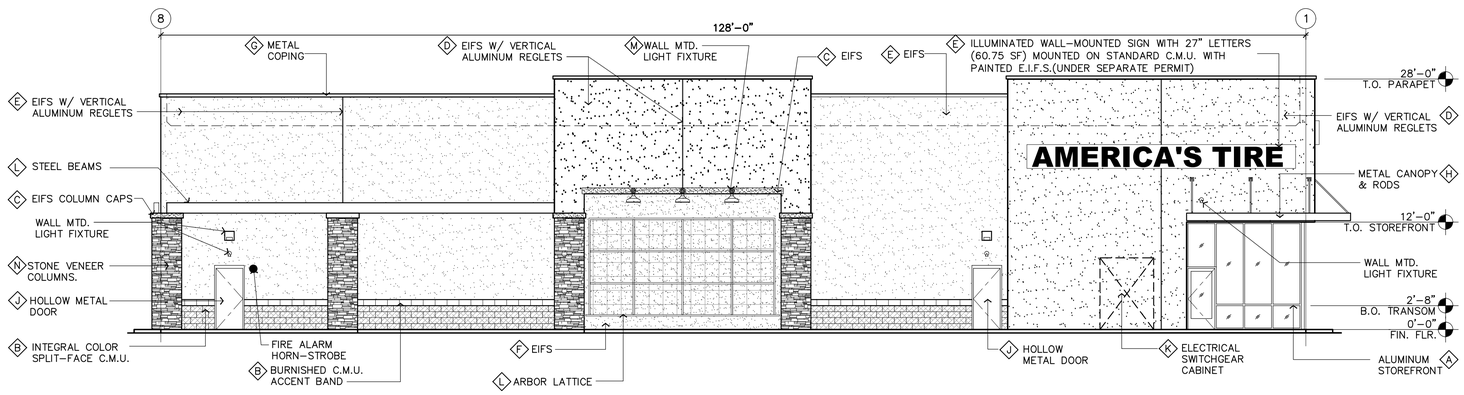


WEST ELEVATION (DEL MONTE BLVD.)

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

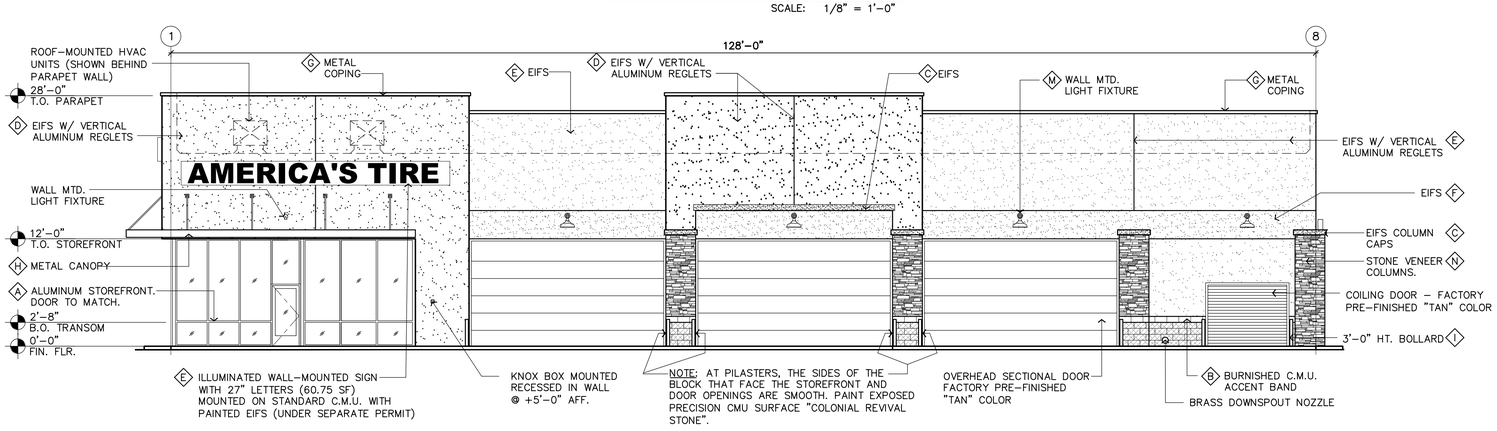
FINISH LEGEND

- A STOREFRONT: KAWNEER TR-FAB 451 "CLEAR ANODIZED FINISH"
- B INTEGRAL COLOR C.M.U. (SPLIT-FACE OR BURNISHED AS NOTED) COLOR TO MATCH "COLONIAL REVIVAL STONE"
- C EIFS-STONE CAPS PAINT SHERWIN WILLIAMS SW #6119 "ANTIQUE WHITE"
- D EIFS-PAINT SHERWIN WILLIAMS SW #7703 "EARTHEN JUG" W/ VERTICAL ALUMINUM REGLETS
- E EIFS-PAINT SHERWIN WILLIAMS SW #6119 "ANTIQUE WHITE" W/ VERTICAL ALUMINUM REGLETS
- F EIFS-PAINT SHERWIN WILLIAMS SW#2827 "COLONIAL REVIVAL STONE"
- G METAL COPING - FACTORY PAINTED / INTEGRAL COLOR TO MATCH DARK BRONZE FINISH
- H METAL CANOPY PAINT SHERWIN WILLIAMS SW #6246 NORTH STAR
- I STEEL BOLLARDS- PAINTED TO MATCH "COLONIAL REVIVAL STONE"
- J HOLLOW METAL DOORS - HOLLOW METAL DOORS PAINTED TO MATCH "COLONIAL REVIVAL STONE"
- K ELECTRICAL SWITCHGEAR CABINET - PAINTED TO MATCH SHERWIN WILLIAMS SW #7703 "EARTHEN JUG"
- L STEEL BEAMS & LATTICE-PAINT SHERWIN WILLIAMS SW #6246 NORTH STAR
- M LIGHT FIXTURES - DARK BRONZE FINISH
- N CULTURED STONE-COUNTRY LEDGE STONE "CARAMEL"



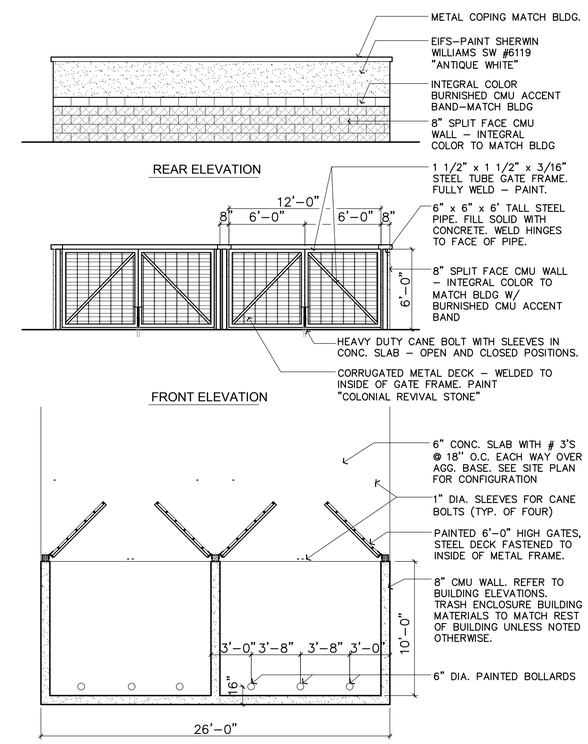
NORTH ELEVATION

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



SOUTH ELEVATION

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



TRASH ENCLOSURE PLAN / ELEVATIONS

3/16" = 1'-0"

REV:

DATE: 02.28.20

ALT - 1L

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CONCEPTUAL ELEVATIONS

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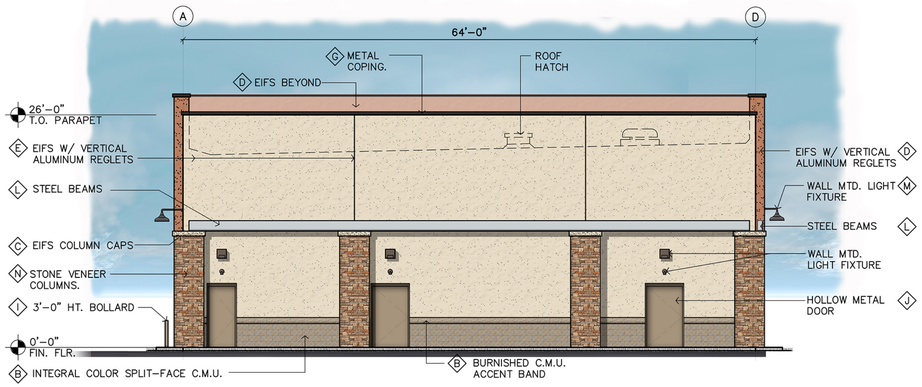
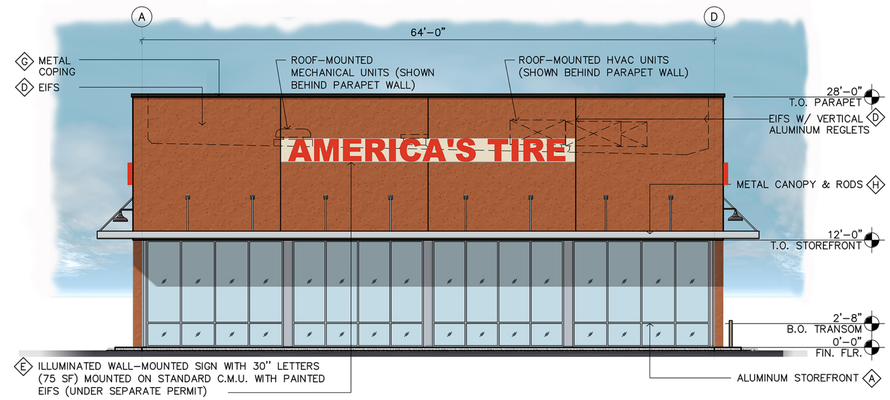
A.2



EAST ELEVATION

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



WEST ELEVATION (DEL MONTE BLVD.)

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

FINISH LEGEND

- A STOREFRONT: KAWNEER TR-FAB 451 "CLEAR ANODIZED FINISH"
- B INTEGRAL COLOR C.M.U. (SPLIT-FACE OR BURNISHED AS NOTED) COLOR TO MATCH "COLONIAL REVIVAL STONE"
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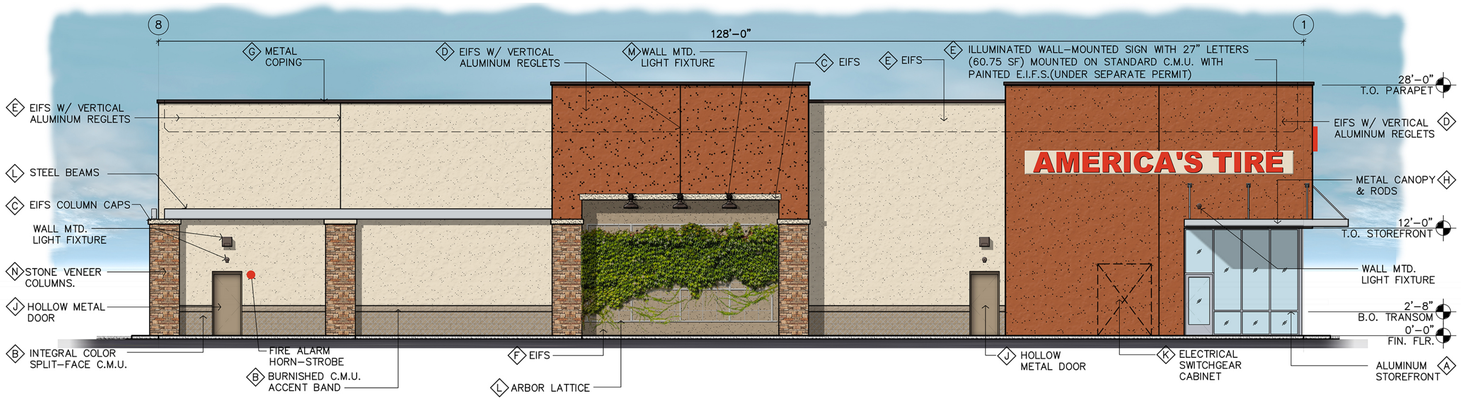
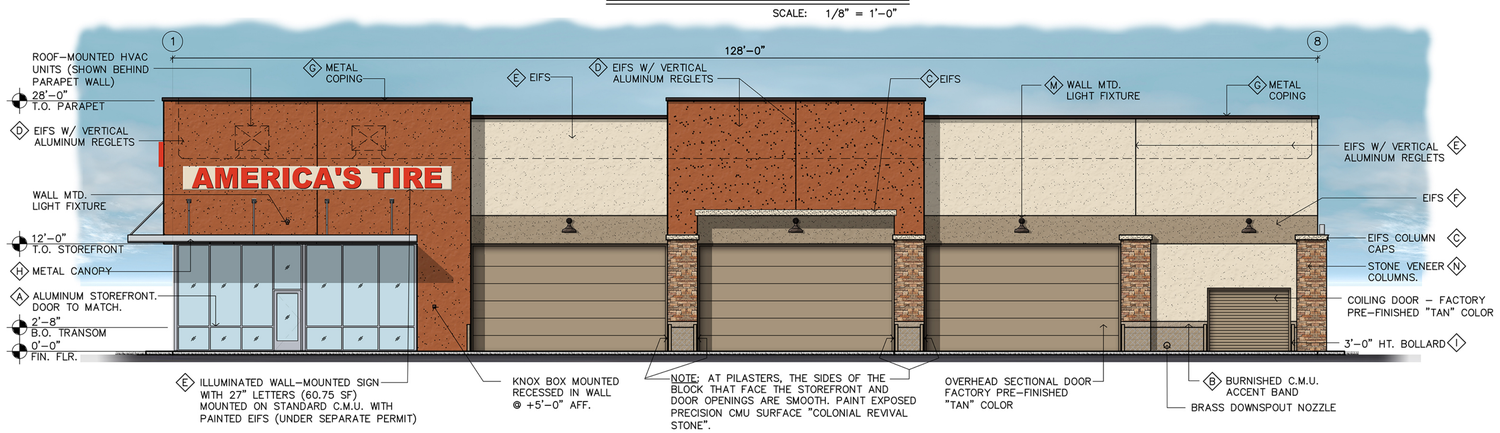


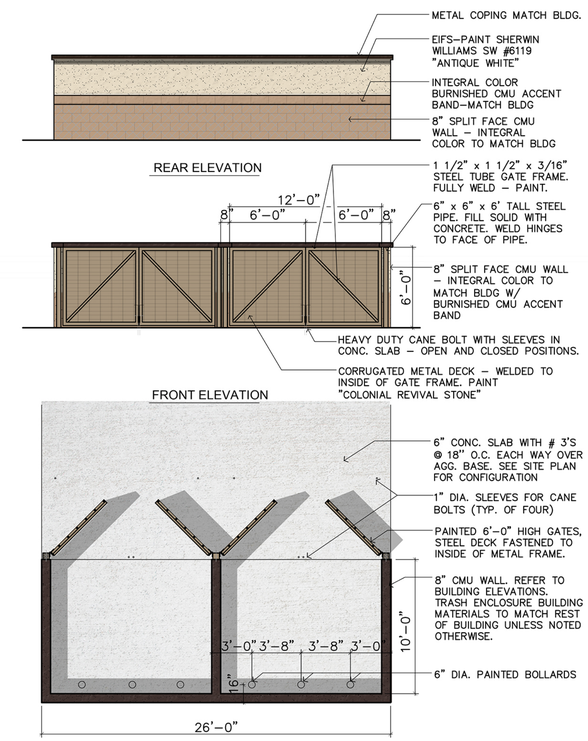
NORTH ELEVATION

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



SOUTH ELEVATION

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



TRASH ENCLOSURE PLAN / ELEVATIONS

3/16" = 1'-0"

REV:

DATE: 02.28.20

ALT - 1L

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CONCEPTUAL COLORED ELEVATIONS

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SEASIDE, CA 93955

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www.plumpgroup.com

Sheet No.

A.3

METAL COPING:
ANODIZED FINISH DARK BRONZE

EFIS PAINTED TO MATCH
SHERWIN WILLIAMS
SW #7703 EARTHEN JUG

INTERNALLY ILUMINATED SIGN
MANUFACTURER'S STANDARD
COLOR TO MATCH "BANNER RED"

METAL CANOPY & STEEL BEAMS:
SHERWIN WILLIAMS
SW #6246 NORTH STAR

NORTH ELEVATION (PLAYA AVE)

STONE VENEER COLUMNS
CULTURED STONE:
COUNTRY LEDGE STONE~CARAMEL

EFIS PAINTED TO MATCH:
SHERWIN WILLIAMS
SW #2827 "COLONIAL REVIVAL STONE"

EFIS PAINTED TO MATCH:
SHERWIN WILLIAMS
SW #2827 "COLONIAL REVIVAL STONE"

STOREFRONT:
CLEAR ANODIZED FINISH

REV:
DATE: 02.28.20

ALT - 1L

AMERICA'S TIRE

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Sheet No.

A.4

Attachment 3
Location Map

Project Site: 1000 Playa Avenue

Attachment 4 – Site Photos

View from Del Monte Boulevard and Playa Avenue looking south

View from Del Monte Boulevard looking North

Attachment 4 – Site Photos

View from Playa Avenue looking south

View from alley looking north

Keith Higgins

Traffic Engineer

PLAYA AVENUE TIRE STORE AND AMERICAN LEGION RECONSTRUCTION

TRANSPORTATION IMPACT ANALYSIS

ADMINISTRATIVE DRAFT REPORT

SEASIDE, CALIFORNIA

Prepared for
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Monterey, CA 93940

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May 14, 2020

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A. Intersection Traffic Volume Counts

1 INTRODUCTION

The 1000 Playa Avenue Tire Store is proposed to be located on a 1.01-acre site at the southeast corner of the Del Monte Boulevard / Playa Avenue intersection in Seaside, California. The project includes demolishing the existing 5,540 square-foot American Legion building and constructing a tire store with a total of 8,192 square feet of floor area with a 2,655 square-foot mezzanine. The American Legion will be relocated on the site in a new 2,999 square-foot building. The American Legion will be developed separately from the tire store. The Project is analyzed with the full buildout of both uses. The Project location is indicated on **Exhibit 1**. The project site plan is included on **Exhibit 2**.

This report summarizes the analysis of Existing and Cumulative conditions with and without the Project. Vehicular, pedestrian, bicycle and transit circulation are evaluated at the Project site and the immediate surrounding street network.

1.1 Scope of Work

This report addresses the following topics:

1. Existing vehicular, pedestrian and bicycle circulation on the surrounding street network.
2. Assessment of potential impacts to vehicular, pedestrian, bicycle, and transit circulation due to the Project, and recommendations to minimize or alleviate those impacts.
3. Assessment of potential background and cumulative traffic impacts.
4. Site access and on-site circulation assessment.
5. Discussion of the project's relationship to the new California Environmental Quality Act (CEQA) Vehicle Miles Traveled (VMT) policies.

1.2 Study Network

Due to the shelter-in-place policies currently in effect from the coronavirus pandemic, traffic volumes currently are not representative of normal conditions. However, traffic counts were conducted in August 2017 at the following locations during the weekday 11am to 1pm and 4 to 6pm peak hours. Traffic counts at the two public street intersections have been collected in recent traffic studies. These counts are included and compared to the August 2017 counts to verify that the driveway volumes accurately represent existing conditions. The most conservative existing volumes and future forecasts are referenced.

1. Intersections
    a. Del Monte Boulevard / Playa Avenue
    b. Fremont Boulevard / Playa Avenue
2. Driveways
    a. Del Monte Boulevard / South Project Driveway
    b. Del Monte Boulevard / North Project Driveway
    c. Playa Avenue / The Mall Extension – Cost Plus Driveway
    d. Playa Avenue / Project Parking Spaces
    e. The Mall Extension / Project Parking Lot
    f. Auto Center Parkway / The Mall Extension

1.3 Analysis Scenarios

Traffic operations for the following analysis scenarios were analyzed:

1. Existing Conditions
2. Existing Plus Project Conditions
3. Cumulative Without Project Conditions

4. Cumulative Plus Project Conditions

Improvements to accommodate traffic demand for each development scenario are recommended where warranted.

1.4 Reference Reports

Existing conditions including average delay and levels of service at the study public street intersections are referenced from the following.

1. "The Collection at Monterey Bay Transportation Impact Analysis," Fehr & Peers, April 2012 (Collection Report)
2. "West End Sand City Traffic Impact Analysis," Keith Higgins Traffic Engineer, January 19, 2017 (West End Report)

1.5 Traffic Operations Evaluation Methodologies

Intersection traffic operations were evaluated based upon the level of service (LOS) concept. LOS is a qualitative description of an intersection's operations, ranging from LOS A to LOS F. Level of Service "A" represents free flow uncongested traffic conditions. Level of Service "F" represents highly congested traffic conditions with unacceptable delay to vehicles at intersections. The intermediate levels of service represent incremental levels of congestion and delay between these two extremes.

Intersection traffic operations in both reference reports were evaluated in the reference reports using the Synchro© traffic analysis software (Version 10) using both the 2010 and 2000 Highway Capacity Manual (HCM) methodologies. The average delay is then correlated to a level of service. When using the HCM 2010 and 2000 methods for the analysis of signalized and all-way stop-controlled intersections, the overall intersection delay is used to determine LOS.

1.6 Level of Service Standards - Study Network

This study describes traffic operations at intersections under the jurisdiction of the City of Seaside. The City's Level of Service (LOS) standard is LOS C, according to the 2004 General Plan.

1.7 CEQA Significance Criteria (Effective through June 30, 2020) – Level of Service

According to the current California Environmental Quality Act (CEQA) guidelines, a Project may have a significant effect on the environment if it would cause an increase in traffic that is substantial in relation to the existing traffic load and capacity of the street system. The following significance criteria have been used within this study.

For the purposes of this analysis, a significant impact would occur at any study intersection under the jurisdiction of the City of Seaside in the following circumstances.

<u>Signalized Intersection</u>

- A significant impact would occur if an intersection operating at LOS A, B, C, or pre-Project degrades to D, E or F with the addition of Project traffic.
- For intersections already operating at a pre-Project unacceptable LOS D, E or F, any increase (one vehicle) in traffic is considered significant.

1.8 CEQA Significance Criteria (Effective July 1, 2020) – Vehicle Miles Traveled (VMT)

SB 743, which was signed into law by Governor Brown in 2013 and codified in Public Resources Code 21099, tasked the State Office of Planning and Research (OPR) with establishing new criteria for determining the significance of transportation impacts under CEQA. SB 743 requires the new criteria to "promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses." SB 743 changes the way that public agencies evaluate the transportation impacts of projects under CEQA, recognizing that roadway congestion, while an inconvenience to drivers, is not itself an environmental impact (see Pub. Resource Code, § 21099, subdivision (b)(2)).

In addition to new exemptions for projects that are consistent with specific plans, SB 743 led to changes in that state CEQA guidelines, released in December 2018 and described in new Section 15064.3 of the CEQA Guidelines that will apply statewide beginning on July 1, 2020. The changes to CEQA guidelines will replace congestion-based metrics, such as auto delay and level of service, with Vehicle Miles Traveled (VMT) as the basis for determining significant impacts, unless the guidelines provide specific exceptions.

SB 743 provides opportunities to streamline CEQA for qualifying urban infill development near major transit stops in metropolitan regions statewide. A transit-oriented infill project can be exempt from CEQA if consistent with a specific plan for which an EIR was prepared and also consistent with the use, intensity, and policies of an SCS or Alternative Planning Strategy that is certified by the CARB as meeting its greenhouse gas reduction targets. A city or county may designate an "infill opportunity zone" by resolution if it is consistent with the general plan and any applicable specific plan and is a transit priority area within the adopted Sustainable Communities Strategy (SCS) or Alternative Planning Strategy. This infill opportunity zone is then exempt from level of service standards in the congestion management plan.

In December 2018, OPR circulated its most recent Technical Advisory on Evaluating Transportation Impacts in CEQA (OPR, December 2018) that provides recommendations and describes various options for assessing VMT for transportation analysis purposes. The VMT analysis options described by OPR are primarily tailored towards single-use development projects, not citywide plans that allow a mix of land uses. The new CEQA guidelines do not require use of the specific methods described in the OPR technical advisory. The Project size and characteristics relative to OPR guidelines on exemptions from VMT analysis is discussed in this report.

The Project application may not be deemed complete until July 1, 2020, or thereafter. In that case, it would be required to perform a VMT evaluation, but no longer required to perform a LOS analysis under CEQA. However, many agencies will continue to require LOS analyses to determine consistency with General Plan policies for infrastructure planning purposes. The LOS analysis will just no longer be performed under the guidelines and policies of CEQA.

1.9 Impact Fees

1.9.1 Transportation Agency for Monterey County

The Transportation Agency for Monterey County (TAMC) and its member jurisdictions have adopted a county-wide, regional development impact fee to cover the costs for studies and construction of many roadway improvements throughout Monterey County. This impact fee, which went into effect on August 27, 2008, is applied to new development within Monterey County. The governing document for the fee is the *Regional Impact Fee Nexus Study Update* (March 26, 2008) prepared by Kimley-Horn Associates, Inc. *The Regional Impact Fee Nexus Study Update* was updated in October 2018 by Wood Rodgers.

TAMC, Monterey County and Caltrans have agreed that the payment of the TAMC fee satisfies the Project's fair share contribution to cumulative impact mitigation throughout the regional highway system. This includes highways that will operate deficiently but no capital improvement Project is programmed to correct the deficiency. Projects partially funded by the TAMC fee in North Monterey County and the vicinity of Seaside include the following. Additional funding will be provided by Measure X, the Transportation Sales Tax measure. These local funding sources are anticipated to leverage State and federal funding sources to fully fund the improvements. Toll roads are also being considered as a funding source.

2 EXISTING TRAFFIC CONDITIONS

This chapter includes a description of the Project setting and evaluates Existing traffic conditions. As stated in the Introduction, an American Legion Hall is currently in operation at the project site. This is described in more detail, including an estimate of its existing traffic generation, in the Existing Plus Project section of this report.

2.1 Existing Traffic Network

The Project site is located at the at the southeast corner of the Del Monte Boulevard / Playa Avenue intersection in Seaside, California. The key streets in the vicinity of the proposed project include Del Monte Boulevard, Fremont Boulevard, La Salle Avenue, Playa Avenue and The Mall Extension. These facilities are described below, in alphabetical order:

Del Monte Boulevard is a four-lane, north-south arterial street in Seaside. It extends through various commercial districts. At its southern end, it continues into Monterey as Del Monte Avenue. The speed limit on Del Monte Boulevard is 35 miles per hour (mph).

Fremont Boulevard is a four-lane, north-south arterial street in Seaside. Fremont Boulevard extends through various commercial districts to Highway 68. At its southern end, it has a discontinuous segment that continues into downtown Monterey as Fremont Street. The speed limit on Fremont Boulevard in the study area is 35 mph.

La Salle Avenue is a two-lane, east-west street in Seaside, providing access to residential neighborhoods east of Fremont Boulevard. It is a collector street east of Fremont Boulevard and a local street west of Fremont Boulevard. The speed limit on La Salle Avenue is 30 mph.

Playa Avenue is a two-lane, east-west street in both Sand City and Seaside. It is designated as a collector street in Seaside and a collector street in Sand City. Playa Avenue connects the residential and commercial areas of Seaside with the commercial areas of Sand City. The speed limit on Playa Avenue is 25 mph in both cities.

The Mall Extension is a two-lane alley that extends from Auto Center Parkway on the south to Playa Avenue on the north. It serves as an access for deliveries and as an aisle to the parking lots of motels, retail and restaurant facilities and the American Legion. It is called The Mall Extension because it is a continuation of The Mall, which is the major north-south circulation aisle in the Seaside Auto Center, which is located south of La Salle Avenue.

2.2 Existing Pedestrian Network

Sidewalks are continuous along both sides of the streets throughout the entire study area. The only gap in sidewalks in the study area is along the south side of Playa Avenue between Del Monte Boulevard and Fremont Boulevard. This includes the Project's Playa Avenue frontage.

Crosswalks are striped across all approaches of the Playa Avenue intersections with Del Monte Boulevard and Fremont Boulevard. A crosswalk is striped across the La Salle Avenue leg of its intersection with Del Monte Boulevard.

2.3 Existing Bicycle Network

There are four types of bicycle facilities defined by Caltrans. Each type is described below:

1. Bike path (Class I) – A separate right-of-way designed for the exclusive use of bicycle and pedestrian traffic with crossflow minimized.

2. Bike lane (Class II) – A striped lane for one-way bike travel on a street or highway, typically including signs placed along the street segment.
3. Bike route (Class III) – Provides a shared use with pedestrian or motor vehicle traffic. Typically, these facilities are city streets with signage designating the segment for Bike Route without additional striping or facilities.
4. Separated Bikeways (Class IV) – A bikeway for the exclusive use of bicycles including a separation between the bikeway and the through vehicular traffic. The separation may include, but is not limited to, grade separation, flexible posts, inflexible posts, inflexible barriers, or on-street parking.

A bike lane is provided along Playa Avenue west of Del Monte Boulevard that connects to the regional bike path along the west side of Highway 1. No other bicycle facilities are provided along any streets in the immediate study area. Regional bike paths exist through Fort Ord, along Sand Dunes Drive as well as along the west side of Highway 1. Additional connections are provided by bike routes along California Avenue and Metz Road in Sand City.

2.4 Existing Transit Service

Monterey-Salinas Transit (MST) provides fixed-route bus service in Monterey County and Peninsula cities. MST bus lines 8, 11, 18, 19, 20, 55, 74, 75, 76 and 78, all of which stop at the Sand City Bus Station on westbound Playa Avenue just west of California Avenue. This is located about one-eighth mile (northwest of the Project. From this location MST provides bus service throughout the entire Monterey Peninsula as well as Salinas, and even express services to Santa Cruz and San Jose.

2.5 Existing Conditions Traffic Circulation

2.5.1 Intersection Operations

Traffic counts were conducted in August 2017 at the following locations during the weekday 11am to 1pm and 4 to 6pm peak hours. **Appendix A** contains the traffic count data collected at these intersections.

1. Intersections
    a. Del Monte Boulevard / Playa Avenue
    b. Fremont Boulevard / Playa Avenue
2. Driveways
    a. Del Monte Boulevard / South Project Driveway
    b. Del Monte Boulevard / North Project Driveway
    c. Playa Avenue / The Mall Extension – Cost Plus Driveway
    d. Playa Avenue / Project Parking Spaces
    e. The Mall Extension / Project Parking Lot
    f. Auto Center Parkway / The Mall Extension

Traffic counts at the two public street intersections have also been collected in the following traffic studies.

1. "The Collection at Monterey Bay Transportation Impact Analysis," Fehr & Peers, April 2012 (Collection Report)
2. "West End Sand City Traffic Impact Analysis," Keith Higgins Traffic Engineer, January 19, 2017 (West End Report)

These counts are reported and compared to the August 2017 counts to verify that the driveway volumes accurately represent existing conditions. **Exhibit 3** depicts the August 2017 peak turning movement volumes for the study intersections and driveways. **Exhibit 4** includes the AM and PM peak hour turning volumes at the Del Monte Boulevard / Playa Avenue intersection provided in the West End Report, which were counted on Tuesday, June 13, 2017. **Exhibit 5** includes the AM and PM peak hour turning volumes

at the Del Monte Boulevard / Playa Avenue and Fremont Boulevard / Playa Avenue intersections provided in the Collection Report, which were counted in December 2011.

The December 2011 counts were higher than June or August counts in 2017. This is because of the high amount of shopping trips from the major Sand City retail center on Playa Avenue west of Del Monte Boulevard that occur during the Christmas holiday season. The "Trip Generation Manual," 9th Edition, Institute of Transportation Engineers (ITE), 2012, indicates that regional shopping center trip generation in December is about 40% higher than the annual average. June and August have trip generation very close to the annual average. The December traffic data from the Collection Report, which would typically be considered abnormally high in 2011, is almost identical to the August 2017 count. It therefore appears to be a reasonable representation of existing conditions.

Also, the August 2017 counts were conducted during the midday (MD) peak period as well as the PM peak period. It is evident that the PM peak hour is higher and represents a worst cast.

Finally, the AM peak hour is much less than the MD or PM peak hours. This is due to the low trip generation from the Sand City retail center. The PM peak hour is the worst-case time period.

The total entering volumes from the three sources of traffic count data are summarized on **Table 1** below.

Source	**Del Monte/Playa**			**Fremont/Playa**		
	AM	**Midday (MD)**	**PM**	**AM**	**Midday (MD)**	**PM**
August 2017 Counts	NA	1,680	1,780	NA	1,659	1,983
West End Report	869	NA	1,601	NA	NA	NA
Collection Report	849	NA	1,789	1,208	N/A	1,997

Table 1 - Existing Traffic Count Data

The levels of service at the Playa Avenue intersections from the West End and Collection Reports are tabulated on **Exhibit 6**. The Del Monte Boulevard / Playa Avenue intersection currently operates at LOS B in the AM peak hour and LOS C near B in the PM peak hour. The Fremont Boulevard / Playa Avenue intersection currently operates at LOS A-B in the AM peak hour and LOS B in the PM peak hour. No improvements are required at either nearby signalized intersection.

Although the nearby signalized intersections operate well within acceptable levels of service, queuing on westbound Playa Avenue at the 4-way stop controlled California Avenue occasionally spills back to Del Monte Boulevard. This results in unserved demand on the southbound Del Monte Boulevard right turns, northbound Del Monte Boulevard left turns and westbound Playa Avenue through movements attempting to enter and cross the Del Monte Boulevard / Playa Avenue intersection. The resulting queues on these approaches at the Del Monte Boulevard / Playa Avenue intersection generally dissipate during the following signal cycle. The effect on levels of service is minor.

The eastbound Playa Avenue left turn movement currently occasionally has four vehicles in the queue. However, the left turn lane is only 75 feet long, which can accommodate three vehicles. The striped median island should be modified to include a two-way left turn lane between The Mall Extension and the end of the eastbound left turn lane. This would then provide for the occasional 4-vehicle eastbound left turn queue as well as provide a left turn refuge for westbound left turns proceeding south on The Mall Extension.

2.5.2 Pedestrian Circulation

There is little pedestrian traffic at the study intersections. All of the study intersections have less than 40 pedestrians crossing each approach leg during the AM and PM peak hours.

2.5.3 Bicycle Circulation

There is little to no bicycle traffic at the study intersections. The highest amount of bicycle traffic was on Playa Avenue west of Del Monte Boulevard, which had no (AM) and two (PM) bicyclists during the study peak periods.

3 EXISTING PLUS PROJECT CONDITIONS

3.1 Project Description

The project includes demolishing the existing 5,540 square-foot American Legion building at the southeast corner of the Del Monte Boulevard / Playa Avenue intersection and constructing a tire store with a total of 8,192 square feet of floor area with a 2,655 square-foot mezzanine. To be conservative, the mezzanine is included in the building floor area, resulting in a total of 10,847 square feet of floor area. The American Legion will be relocated on the site in a new 2,999 square-foot building. Again, to be conservative, the new American Legion building is assumed to generate the same amount of traffic as the existing building, even though it will be 54% as large.

3.2 Project Trip Generation

Exhibit 7 summarizes the Project trip generation. The trip generation estimate is based on rates for Tire Store (ITE Land Use Category 848) from *Trip Generation Manual,* 10th Edition, ITE, 2017 (Trip Generation Manual). ITE also has trip generation rates for Tire Superstores (ITE Land Use Category 849), which are lower than the trip generation rates for Tire Stores. In order to be conservative, the higher trip rates are used in this analysis. The Project is estimated to generate 381 weekday daily trips, with 37 trips (24 in, 13 out) during the AM peak hour and 49 trips (23 in, 26 out) during the PM peak hour. This includes the 7AM and 6PM peak hour trips counted at the existing Project driveways.

3.3 Project Trip Distribution and Assignment

Exhibit 8 depicts the trip distribution and assignment for the Project. This is based on the existing distribution and assignment of retail trips to and from Playa Avenue west of Del Monte Boulevard.

3.4 Existing Plus Project Conditions

3.4.1 Intersection Operations

The Project will only add 4 peak hour trips to any individual movement at the Playa Avenue intersections with Del Monte Boulevard and Fremont Boulevard. These are imperceptible increases and do not reach thresholds requiring analysis, even with conservative trip generation assumptions. In addition, conservative assumptions regarding development on the Project site are already included in the Cumulative analysis.

3.4.2 Pedestrian Circulation

The Project is anticipated to generate minimal pedestrian traffic, which will represent an insignificant impact on pedestrian circulation.

3.4.3 Bicycle Circulation

The Project is anticipated to generate minimal bicycle traffic, which will represent an insignificant impact on bicycle circulation.

3.4.4 Transit Circulation

The Project is anticipated to generate minimal transit demand. Therefore, which will represent an insignificant impact on transit service.

4 CUMULATIVE WITH PROJECT CONDITIONS

This section describes the analysis results under Cumulative with Project traffic conditions. This includes buildout of projects that have been approved and not built as well as proposed but not yet approved that will impact the street system in the immediate Project vicinity. This condition represents conditions in approximately the Year 2035 or later.

4.1 Derivation of Cumulative With Project Condition Volumes

Traffic volumes under Cumulative with Project conditions are referenced from the West End and Collection Reports. The West End Report includes traffic volumes from Approved projects which are listed with their corresponding trip generation on **Exhibit 9**. They also include the recently approved West End Sand City project. Its trip generation estimate is included on **Exhibit 10**. Finally, they also include the Cumulative projects listed in the West End Report with their corresponding trip generation on **Exhibit 11.**

It will be noted that Project 18 on **Exhibit 11** is a previously assumed development of 1000 Playa Avenue, which is the Project site. It was assumed in the West End Report to include 13,343 square foot Drug Store with Drive-Through. It was anticipated to generate 1,293 daily trips with 46 in the AM peak hour and 132 in the PM peak hour. This is substantially higher than the current project, which is expected to generate about 381 daily trips with 37 in the AM peak hour and 49 in the PM peak hour, as tabulated on **Exhibit 7**.

The Cumulative with Project traffic volumes forecasted in the West End Report are depicted on **Exhibit 12** for the Del Monte Boulevard / Playa Avenue intersection. Cumulative with Project volumes forecasted in the Collection Report are depicted on **Exhibit 13**. **Exhibit 14** illustrates Cumulative with currently proposed Project volumes at the Project driveways and the Playa Avenue / The Mall Extension intersection.

The Cumulative with Project Total Entering Volumes for the Del Monte Boulevard / Playa Avenue intersection for the two sources are tabulated in **Table 2** below.

Source	AM	Midday (MD)	PM
West End Report	1,281	N/A	2,126
Collection Report	1,191	N/A	2,319

Table 2 – Del Monte Boulevard / Playa Avenue Total Entering Volumes

The two sources of Cumulative forecasts are very similar, even though one was forecasted in 2012 and the other was forecasted in 2017. This is because the major projects included on both lists that will directly impact Playa Avenue are very similar and have still not yet been built. Also, the base volumes for the Collection Report, to which the future volumes are added, are December volumes. These are substantially higher than average conditions, as discussed in the Existing Conditions

section of this report. Both The Collection and West End cumulative volume forecasts are therefore reasonable.

4.2 Cumulative With Project Traffic Conditions

4.2.1 Intersection Operations

Cumulative with Project intersection levels of service and corresponding recommended intersection improvements are summarized from both the West End and Collection Reports on **Exhibit 6**.

Both reference reports indicate that the Playa Avenue intersections with Del Monte Boulevard and Fremont Boulevard will both operate at or better than their LOS C standard. No capacity improvements will be required to accommodate Cumulative with Project conditions.

As discussed under Existing Conditions, queues on westbound Playa Avenue at the 4-way stop controlled California Avenue would be longer, resulting in more substantial spilling back onto Del Monte Boulevard. This would result in longer queues on the southbound Del Monte Boulevard right turns, northbound Del Monte Boulevard left turns and westbound Playa Avenue through movements enter and cross the Del Monte Boulevard / Playa Avenue intersection. A traffic signal is planned to be installed at the Playa Avenue / California Avenue intersection that will eliminate the queuing issue.

The eastbound Playa Avenue left turn movement currently occasionally has four vehicles in the queue. This could increase to five vehicles under the Cumulative with Project condition. However, the left turn lane is only 75 feet long, which can accommodate three vehicles. In addition, about 12 PM peak hour westbound Playa Avenue left turns will occur at the Playa Avenue / The Mall Extension intersection. The striped median island should be modified to include a two-way left turn lane between The Mall Extension and the existing eastbound left turn lane at Fremont Boulevard. This would then provide for the occasional 5-vehicle eastbound left turn queue as well as a left turn refuge for westbound left turns at The Mall Extension. The Project should be responsible for this improvement.

4.2.2 Pedestrian Circulation

There are no planned pedestrian improvements in the study area under Cumulative Without Project conditions. The Project should construct standard curb, gutter and sidewalk along its Playa Avenue frontage.

4.2.3 Bicycle Circulation

The “2018 Monterey County Active Transportation Plan,” Transportation Agency for Monterey County indicates that bike lanes are being considered to be added to Del Monte Boulevard and Fremont Boulevard in the future. The lack of shoulders along Fremont Boulevard make the inclusion of bike lanes difficult. Del Monte Boulevard has adequate width for bike lanes, but it would require the elimination of on-street parking.

4.2.4 Transit Circulation

There are no anticipated transit improvements in the study area.

5 SITE ACCESS AND INTERNAL CIRCULATION

This section summarizes the site access and internal circulation analysis, including Project driveway operations. Reference **Exhibit 2** for the project site plan.

5.1 Vehicle Circulation

Project access will be primarily via two entrance-exit driveways on The Mall Extension. The Mall Extension is a low speed, low volume two-way alley with a curb-to-curb width of 30 feet and is designed to serve as a parking lot access. It has curb returns and stop control at its intersections with Playa Avenue and La Salle Avenue.

The Project is proposed to have a right turn entrance only on Del Monte Boulevard. Left turns in and out as well as exiting right turns will be prohibited. This will minimize traffic conflicts on the high volume, moderate speed major arterial.

The existing mountable curb along Playa Avenue will be eliminated, which will improve traffic operations along the Project's Playa Avenue frontage.

Truck deliveries should be made by trucks entering from Del Monte Boulevard and exiting onto The Mall Extension. Trucks will primarily exit toward Playa Avenue. Truck templates should be provided to indicate that adequate turning radii are provided for truck movements through the Project.

5.2 Pedestrian Circulation

A sidewalk will be added along the Project's Playa Avenue frontage. The design will need to meet Americans with Disabilities Act (ACT) standards.

5.3 Bicycle Circulation

The project site plan does not indicate locations of bicycle racks or other bicycle storage facilities on the project site, either inside or outside of any of the project buildings. It is recommended the locations of such bicycle storage facilities be indicated either adjacent to or within each project building, per City of Seaside standards.

6 VEHICLE MILES TRAVELED

As described in Section 1.7 of this report, SB 743 is changing the CEQA Guidelines statewide beginning on July 1, 2020. The changes to CEQA guidelines will replace congestion-based metrics, such as auto delay and level of service, with Vehicle Miles Traveled (VMT) as the basis for determining significant impacts, unless the guidelines provide specific exceptions.

Page 12 of the new guidelines provide screening thresholds in the project description that indicate whether a project may have a significant impact. "Screening thresholds" to quickly identify when a project should be expected to cause a less-than-significant impact without conducting a detailed study. If it is determined that the Project characteristics

Pages 16-17 states, "Because new retail development typically redistributes shopping trips rather than creating new trips,30 estimating the total change in VMT (i.e., the difference in total VMT in the area affected with and without the project) is the best way to analyze a retail project's transportation impacts.

By adding retail opportunities into the urban fabric and thereby improving retail destination proximity, local-serving retail development tends to shorten trips and reduce VMT. Thus, lead agencies generally may presume such development creates a less-than-significant transportation impact. Regional-serving retail development, on the other hand, which can lead to substitution of longer trips for shorter ones, may tend to have a significant impact. Where such development decreases VMT, lead agencies should consider the impact to be less-than-significant.

Many cities and counties define local-serving and regional-serving retail in their zoning codes. Lead agencies may refer to those local definitions when available, but should also consider any project-specific information, such as market studies or economic impacts analyses that might bear on customers' travel behavior. Because lead agencies will best understand their own communities and the likely travel behaviors of future project users, they are likely in the best position to decide when a project will likely be local serving. Generally, however, retail development including stores larger than 50,000 square feet might be considered regional-serving, and so lead agencies should undertake an analysis to determine whether the project might increase or decrease VMT."

Table 3 on the following page include a comparison of Project characteristics with criteria that are relevant to the Playa Avenue Tire Store.

Screening Threshold	Project Description	Project Significance
1. Generally, projects within one-half mile of either an existing major transit stop or a stop along an existing high-quality transit corridor should be presumed to cause a less than significant transportation impact.	Within one-eighth mile of Sand City MST Transit Center	Exempt from VMT analysis.
2. Projects that decrease vehicle miles traveled in the project area compared to existing conditions should be presumed to have a less than significant transportation impact.	Located within one-eighth mile of regional retail center. Captures trips from nearby retail. Local-serving retail.	Exempt from VMT analysis.
3. Retail development including stores smaller than 50,000 square feet.	Total Project Retail Building Area of 10,847. American Legion is existing that will be reduced in size	Exempt from VMT analysis.

Table 3 – Comparison of Project Characteristics to Thresholds to Determine VMT Analysis Exemption

Table 3 indicates that the Project has three characteristics that indicate that the Project is exempt from a detailed VMT analysis. The first is the close distance from the Sand City MST, which is an incentive to use transit rather than automobiles for employees and for customers that have dropped off their cars for service. The second is the close proximity to the Sand Dollar and Edgewater on Monterey Shopping Centers, which is an opportunity to capture trips already in the immediate project vicinity. The third is the small size of the Project relative to the threshold considered by OPR that would be likely to generate a VMT impact. No further VMT analysis is required.

7 SUMMARY OF PROJECT RESPONSIBILITIES

The following is a summary of the Project responsibilities regarding traffic issues and impacts, based upon the recommendations discussed earlier in this report.

1. Restripe Playa Avenue between The Mall Extension and Fremont Boulevard as indicated on **Exhibit 15** to provide a two-way left turn lane.
2. Verify the adequacy of the proposed site plan to accommodate truck access, parking, internal circulation, and egress.
3. Provide curb, gutter, and sidewalk along the Project Playa Avenue frontage in compliance with City and ADA standards.
4. Provide on-site bike parking/storage in compliance with City standards.
5. Pay the TAMC Regional Development Impact Fee. City of Seaside staff will quantify the applicable fees to the Project at the time of development.

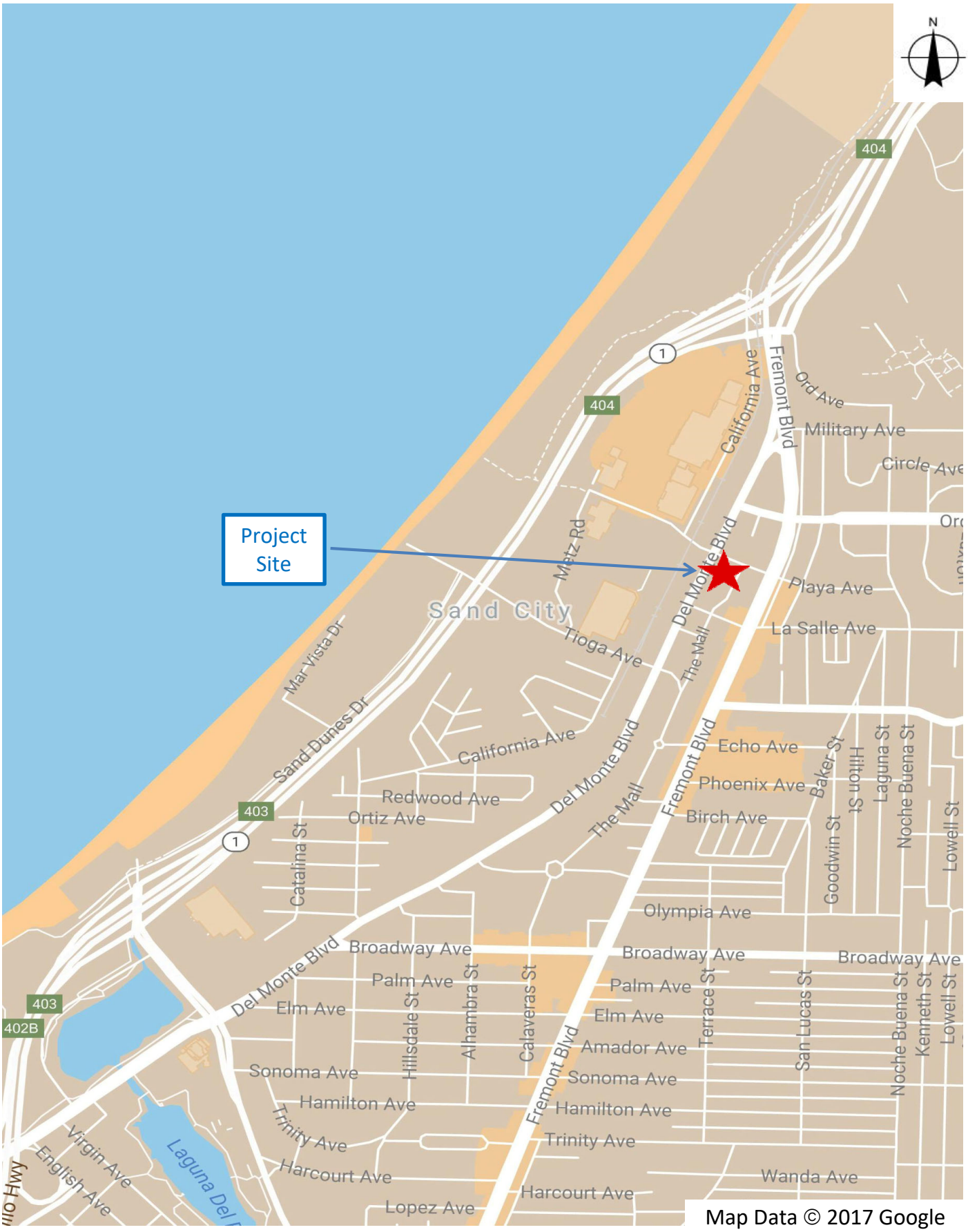
8 REFERENCES

8.1 List of References

1. *City of Seaside General Plan,* Cotton/Bridges/Associates, Adopted August 5, 2004.
2. *Technical Advisory on Evaluating Transportation Impacts in CEQA,* State of California Governor's Office of Planning and Research, December 2018.
3. *The Regional Impact Fee Program Nexus Study Update 2018,* Wood Rodgers, October 2018.
4. *Highway Design Manual,* 6th Edition, California Department of Transportation (Caltrans), November 20, 2017.
5. *Transportation Agency for Monterey County Bicycle and Pedestrian Master Plan,* Alta Planning + Design, December 2011.
6. Monterey-Salinas Transit web site, http://www.mst.org.
7. *The Collection at Monterey Bay Transportation Impact Analysis,* Fehr & Peers, April 2012.
8. *West End Sand City Traffic Impact Analysis,* Keith Higgins Traffic Engineer, January 19, 2017.
9. *Trip Generation Manual,* 9th Edition, Institute of Transportation Engineers, 2012
10. *Trip Generation Manual,* 10th Edition, Institute of Transportation Engineers, 2017.
11. *Active Transportation Plan for Monterey County,* Transportation Agency for Monterey County, Adopted June 2018.

8.2 List of Contacts

1. Erin Harwayne, Denise Duffy & Associates, Monterey, California.
2. Rick Medina, Seaside Community Development Department



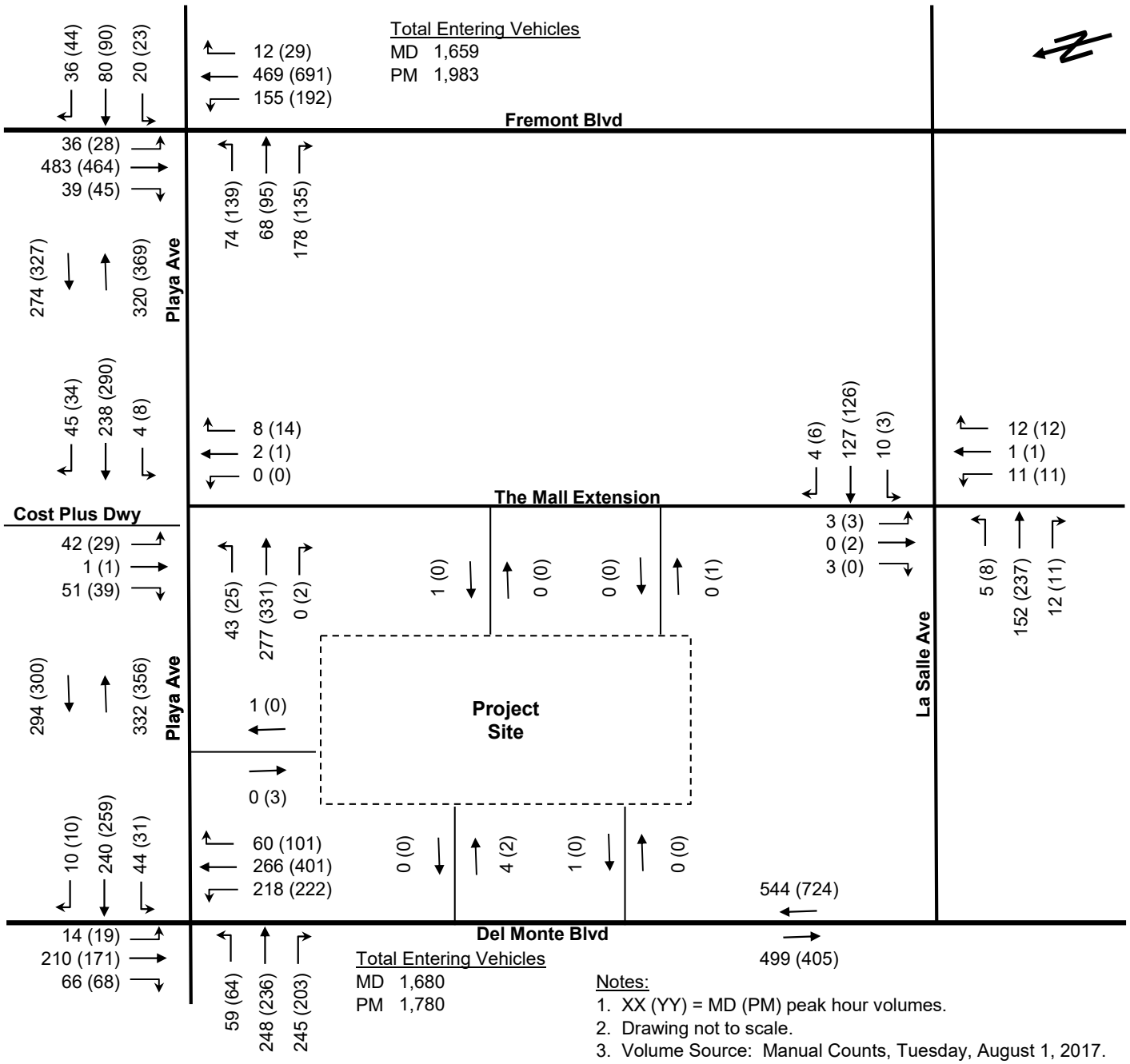
Map Data © 2017 Google

Keith Higgins
Traffic Engineer

Exhibit 1

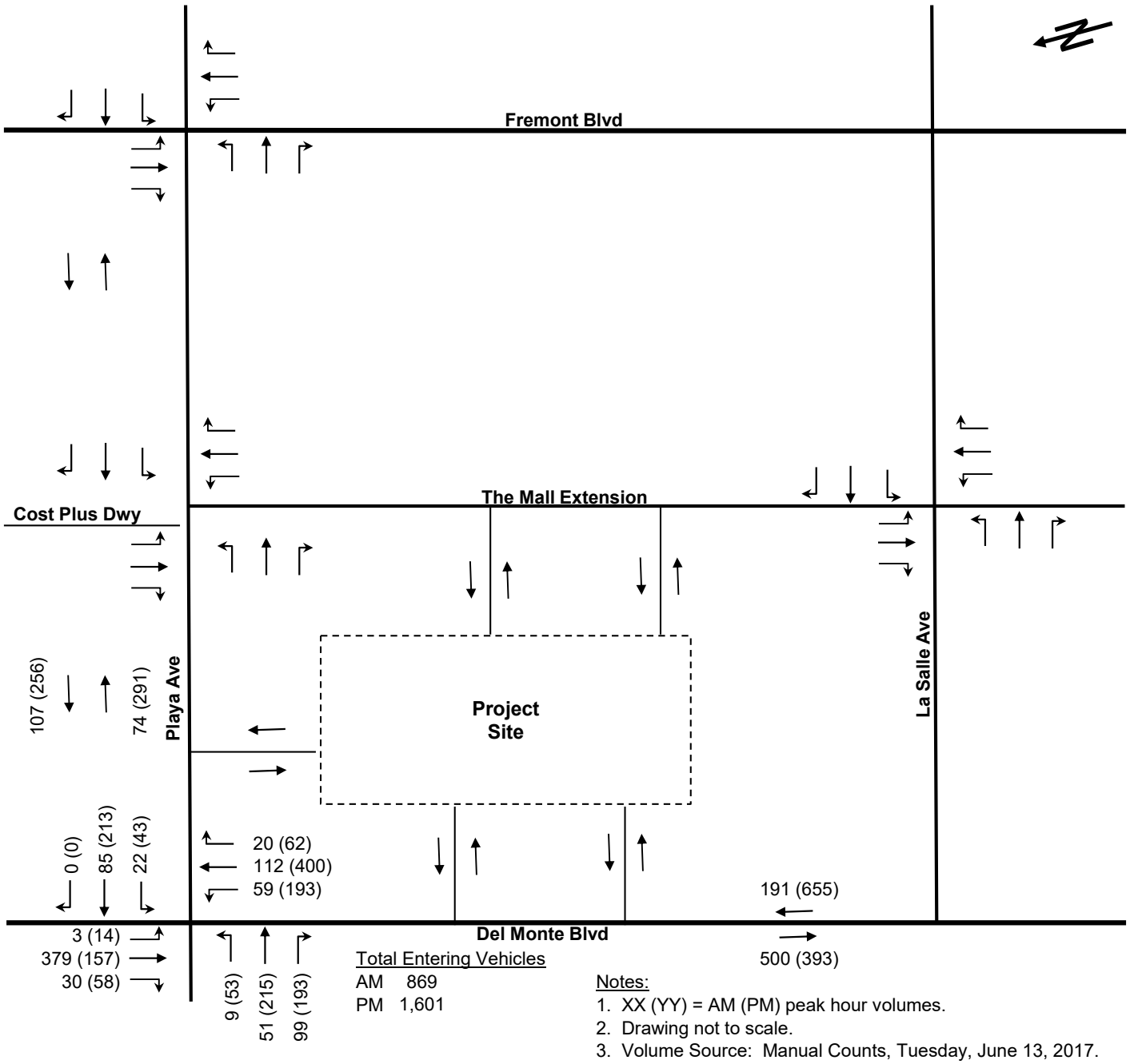
Project Location Map

Source: raSmith



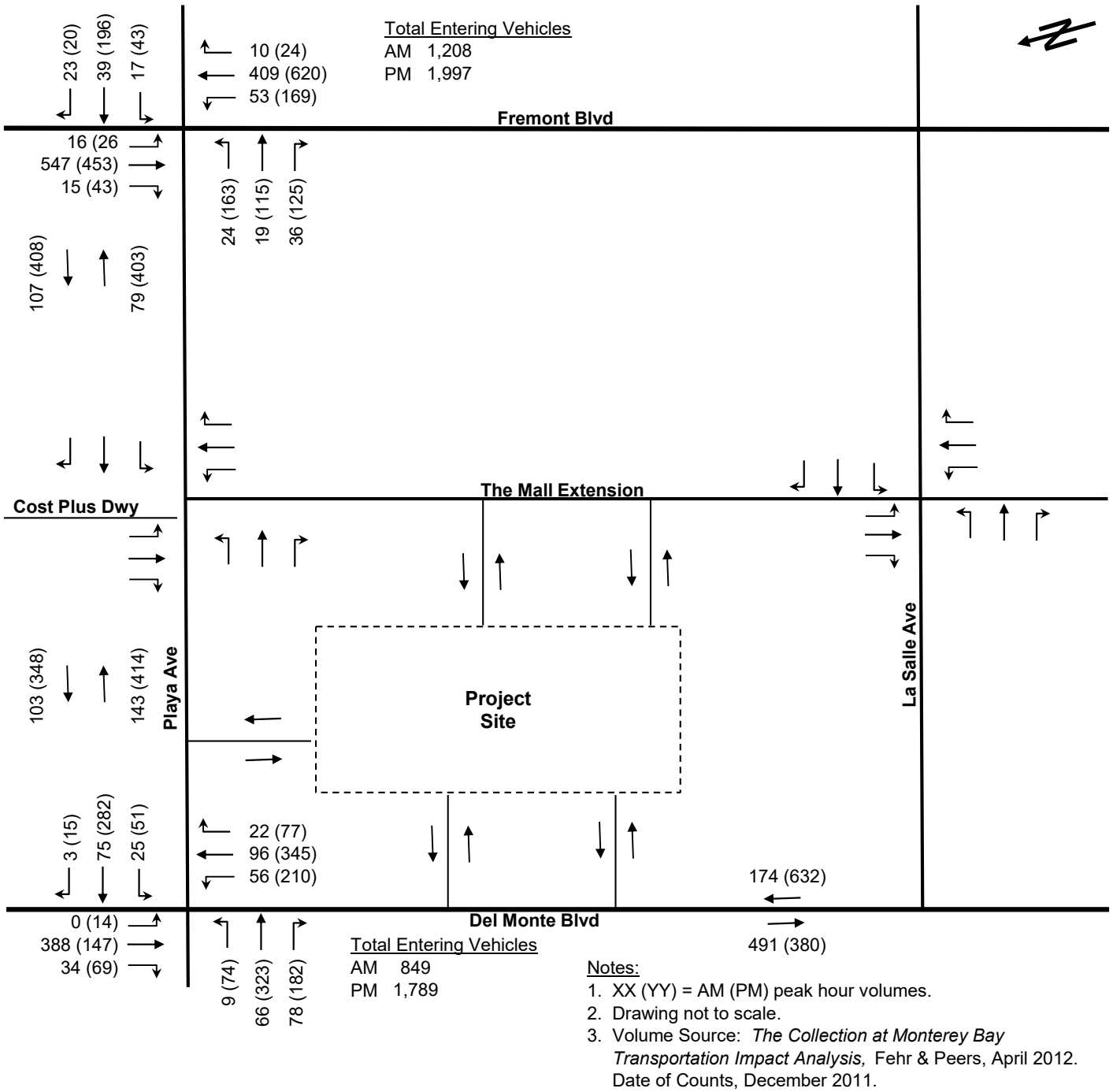
Keith Higgins
Traffic Engineer

Exhibit 3
Existing Conditions
August 2017
MD & PM Peak Hour Volumes



Keith Higgins
Traffic Engineer

Exhibit 4
Existing Conditions
June 2017
AM & PM Peak Hour Volumes



Notes:
1. XX (YY) = AM (PM) peak hour volumes.
2. Drawing not to scale.
3. Volume Source: *The Collection at Monterey Bay Transportation Impact Analysis,* Fehr & Peers, April 2012. Date of Counts, December 2011.

Keith Higgins
Traffic Engineer

Exhibit 5
Existing Conditions
December 2011
AM & PM Peak Hour Volumes

	N-S Street	E-W Street	Existing Intersection Control	LOS/ Delay Stnd.	Peak Hour	Existing Conditions		Background Conditions		Cumulative Conditions	
						Delay (sec)	LOS	Delay (sec)	LOS	Delay (sec)	LOS
A. West End Sand City											
1	Del Monte Boulevard	Playa Avenue	Signal	C 35.0	AM	13.9	B	14.2	B	15.0	B
					PM	19.4	B	21.8	C	28.0	C
2	Fremont Boulevard	Playa Avenue	Signal	C 35.0	AM	N.A		N.A		N.A	
					PM						
B. The Collection at Monterey Bay											
1	Del Monte Boulevard	Playa Avenue	Signal	C 35.0	AM	13.7	B	13.0	B	15.9	B
					PM	21.0	C	23.2	C	20.6	C
2	Fremont Boulevard	Playa Avenue	Signal	C 35.0	AM	9.0	A	9.2	A	9.6	A
					PM	17.1	B	18.3	B	23.1	C
Recommended Improvements											
1	Del Monte Boulevard	Playa Avenue	Signal			None Required		None Required		None Required	
2	Fremont Boulevard	Playa Avenue	Signal			None Required		None Required		None Required	

Notes:

1. LOS/Delay Stnd. = Level of Service Standard with corresponding average maximum delay.
2. Overall level of service standard for the City of Seaside is LOS C (35.0 seconds of average delay).
3. Source: West End Sand City - “West End Sand City Traffic Impact Analysis,” Keith Higgins Traffic Engineer, January 19, 2017.
4. Source: The Collection at Monterey Bay - "The Collection at Monterey Bay Transportation Impact Analysis," Fehr & Peers, April, 2012.

PROPOSED PROJECT

TRIP GENERATION RATES	LAND USE CODE	DAILY TRIP RATE	AM PEAK HOUR PEAK HOUR RATE	AM PEAK HOUR % OF ADT	AM PEAK HOUR % IN	AM PEAK HOUR % OUT	MD PEAK HOUR PEAK HOUR RATE	MD PEAK HOUR % OF ADT	MD PEAK HOUR % IN	MD PEAK HOUR % OUT	PM PEAK HOUR PEAK HOUR RATE	PM PEAK HOUR % OF ADT	PM PEAK HOUR % IN	PM PEAK HOUR % OUT
American Legion	N.A.	-	-	-	-	-	-	-	-	-	-	-	-	-
Tire Store - Worst Case, Used for Analysis	848	28.52	2.72	10%	64%	36%	3.73	13%	52%	48%	3.98	14%	43%	57%
Tire Superstore - for Comparative Purposes Only	849	20.37	1.34	7%	65%	35%	2.42	12%	56%	44%	2.11	10%	47%	53%

EXISTING USE	PROJECT SIZE	DAILY TRIPS	PEAK HOUR TRIPS	% OF ADT	TRIPS IN	TRIPS OUT	PEAK HOUR TRIPS	% OF ADT	TRIPS IN	TRIPS OUT	PEAK HOUR TRIPS	% OF ADT	TRIPS IN	TRIPS OUT
American Legion	5,540 Sq. Ft.	72 (Estimate)	7	10% (Estimate)	5	2	7	10% (Actual Count)	5	2	6	8% (Actual Count)	5	1

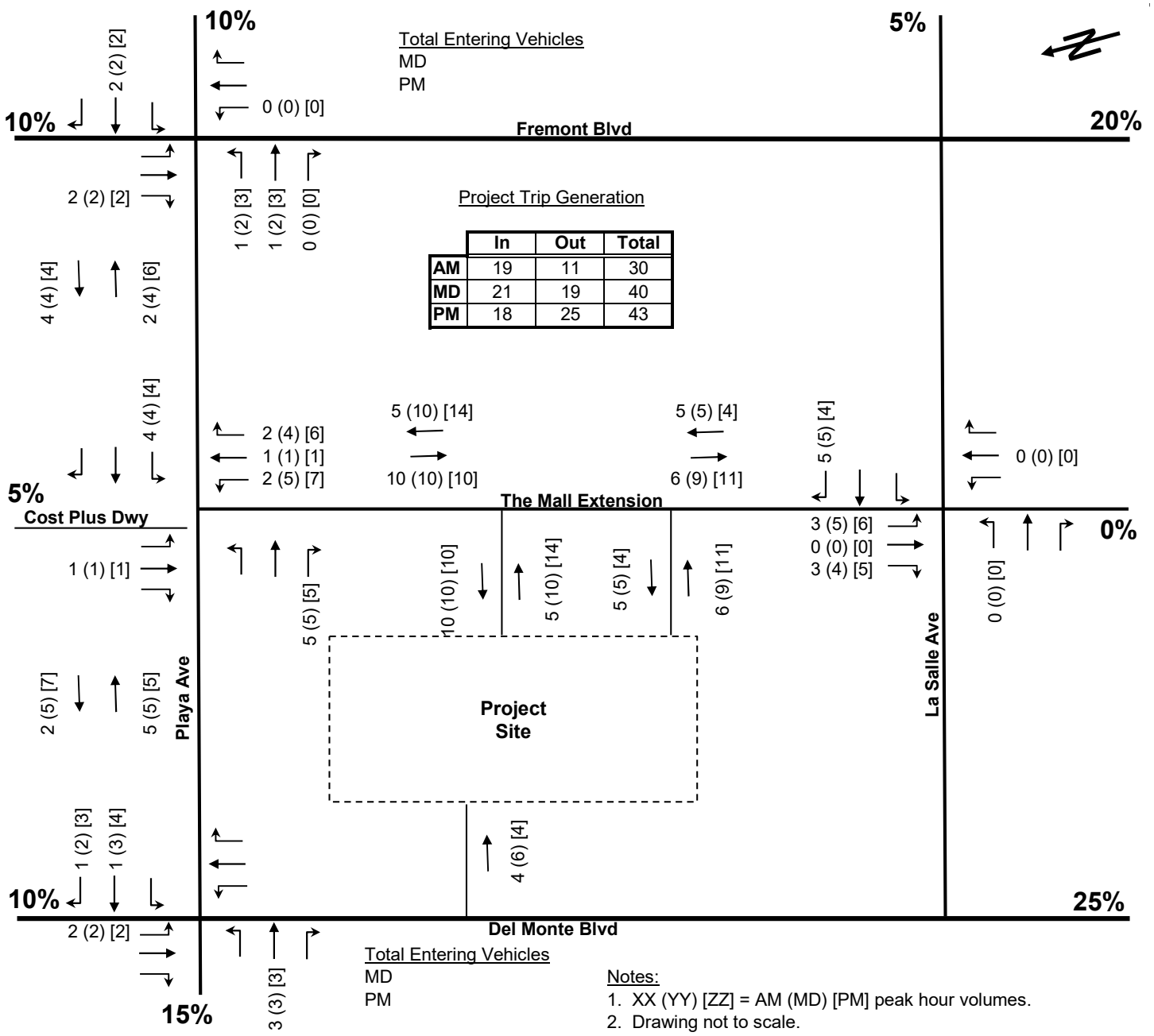
PROPOSED USE	PROJECT SIZE	DAILY TRIPS	PEAK HOUR TRIPS	% OF ADT	TRIPS IN	TRIPS OUT	PEAK HOUR TRIPS	% OF ADT	TRIPS IN	TRIPS OUT	PEAK HOUR TRIPS	% OF ADT	TRIPS IN	TRIPS OUT
American Legion	2,999 Sq. Ft.	72	7	10%	5	2	7	10%	5	2	6	8%	5	1
Tire Store	10,847 Sq. Ft.	309	30	10%	19	11	40	13%	21	19	43	14%	18	25
Total	**13,846 Sq. Ft.**	**381**	**37**	**10%**	**24**	**13**	**47**	**12%**	**26**	**21**	**49**	**13%**	**23**	**26**
Net Increase Above Existing	**8,306 Sq. Ft.**	**309**	**30**	**10%**	**19**	**11**	**40**	**13%**	**21**	**19**	**43**	**14%**	**18**	**25**

ASSUMED BACKGROUND PROJECT IN REFERENCE STUDIES

EXISTING USE	PROJECT SIZE	DAILY TRIPS	AM PEAK HOUR PEAK HOUR TRIPS	AM PEAK HOUR % OF ADT	AM PEAK HOUR TRIPS IN	AM PEAK HOUR TRIPS OUT	MD PEAK HOUR PEAK HOUR TRIPS	MD PEAK HOUR % OF ADT	MD PEAK HOUR TRIPS IN	MD PEAK HOUR TRIPS OUT	PM PEAK HOUR PEAK HOUR TRIPS	PM PEAK HOUR % OF ADT	PM PEAK HOUR TRIPS IN	PM PEAK HOUR TRIPS OUT
Drug Store With Drive-Through	13,343 Sq. Ft.	1,293	46	4%	24	22	106	8%	53	53	132	10%	66	66

Notes:

1. Trip generation rates published by Institute of Transportation Engineers (ITE), "Trip Generation Manual," 10th Edition, 2017.
2. American Legion Trip Generation is referenced from manual driveway counts on Tuesday, August 1, 2017.
3. Assumed Background Project was a background project in the "West End Sand City Traffic Impact Analysis," Keith Higgins Traffic Engineer, January 19, 2018. (See **Exhibit 9**).
4. AM - Morning, MD - Midday, PM Evening



	In	Out	Total
AM	19	11	30
MD	21	19	40
PM	18	25	43

Notes:
1. XX (YY) [ZZ] = AM (MD) [PM] peak hour volumes.
2. Drawing not to scale.

Keith Higgins
Traffic Engineer

Exhibit 8
Project Trip Distribution and Assignment
AM, MD & PM Peak Hour Volumes

PROJECT	SIZE	DAILY TRIPS	AM PEAK HOUR TOTAL	AM PEAK HOUR IN	AM PEAK HOUR OUT	PM PEAK HOUR TOTAL	PM PEAK HOUR IN	PM PEAK HOUR OUT
City of Marina:								
1. The Dunes on Monterey Bay [2]								
Phase 1 (Remainder)	-	11,434	542	284	258	1,021	537	484
2. CSUMB North Campus Housing [3]	492 Units	2,188	172	34	138	211	139	72
3. CSUMB Students (2015-2025) [4]	3,054 Students	2,959	262	210	53	262	79	183
4. Marina Heights	1,050 Units	10,049	788	197	591	1,061	711	350
City of Seaside:								
5. Seaside Resort [5]	-	5,672	267	145	122	362	180	182
6. Seaside Senior Assisted Living [6]	144 Units	447	2	1	1	2	1	1
7. Veterans Cemetery	164 Acres	776	28	20	8	138	46	92
City of Sand City								
8. The Collection at Monterey Bay [7]	-	3,669	194	112	82	279	141	138
9. Monterey Bay Shores [8]	-	2,032	117	51	66	155	76	79
10. Park Avenue / Ocean View Avenue Residential								
Single-Family (Part 1)	10 units	95	8	2	6	10	6	4
Single-Family (Part 2)	2 units	19	2	1	1	2	1	1
11. Catalina Lofts [9, 11]								
Residential (Apartments)	8 units	53	4	1	3	5	3	2
Commercial (Retail)	7,500 sq. ft.	332	10	6	4	20	9	11
12. Stepanek Mixed-Use [10,11]								
Residential (Apartments)	1 unit	7	1	0	1	1	1	0
Commercial (Retail)	2,810 sq. ft.	125	4	2	2	8	4	4
Total Approved Projects:		**39,857**	**2,401**	**1,066**	**1,335**	**3,537**	**1,934**	**1,603**

Notes:

1. Traffic volumes are based on trip generation rates quoted by the Institute of Transportation Engineers, *Trip Generation Manual,* 9th Edition, 2012, ulnless otherwise noted.
2. Trip generation from *Marina University Villages Mixed Use Development Traffic Impact Study Report* , Higgins Associates, December 17, 2004.
3. Trip generation from *CSUMB 2007 Master Plan Traffic Impact Analysis* , Higgins Associates, November 5, 2007.
4. Trip generation from *CSUMB 2007 Master Plan Traffic Impact Analysis* , Higgins Associates, November 5, 2007.
5. Trip generation from *Transportation Impact Analysis for Seaside Resort* , Fehr & Peers, May 2004.
6. Trip generation from *Seaside Senior Assisted Living* letter report, Hatch Mott MacDonald, October, 2015, and adjusted per letter from Seasons Management, LLC to Mr. John Dunn, December 2, 2015.
7. Trip generation from *The Collection at Monterey Bay Transportation Impact Analysis,* Fehr & Peers, April 2012. The project consists of 234 Condo Hotel units, 108 Resort Hotel Units and three restaurants.
8. Trip generation from *Focused Transportation Impact Analysis for the Propsed Monterey Bay Shores Resort Project in Sand City, California,* Fehr & Peers, August 2008. The project consists of 56 Condo Hotel units, 162 Hotel units, 42 visitor serving condo hotel units and 96 residential condominiums.
9. Project building size not available. Trip generation assumes total floor-area ratio is 1.5, commercial space comprises all of first floor and residential is all of second and third floors.
10. Project building size not available. Trip generation assumes total floor-area ratio is 1.0, commercial space comprises all of first floor and residential is all of second floor.
11. ITE does not provide trip rates for "Specialty Retail Center" for the AM peak hour. Trip rate used is from *Brief Guide of Vehicular Traffic Generation Rates for the San Diego Region,* San Diego Association of Governments, April 2002.

TRIP GENERATION RATES	ITE LAND USE CODE	DAILY TRIP RATE	PEAK HOUR RATE	AM PEAK HOUR % OF ADT	AM PEAK HOUR % IN	AM PEAK HOUR % OUT	PM PEAK HOUR PEAK HOUR RATE	PM PEAK HOUR % OF ADT	PM PEAK HOUR % IN	PM PEAK HOUR % OUT
Extended Stay Hotel (H1)	310	8.92	0.67	7.5%	58%	42%	0.70	8%	49%	51%
Hotel (H2)	310	8.92	0.67	7.5%	58%	42%	0.70	8%	49%	51%
Apartment	220	6.65	0.51	7.7%	20%	80%	0.62	9%	65%	35%

GENERATED TRIPS	PROJECT SIZE	DAILY TRIPS	PEAK HOUR TRIPS	AM PEAK HOUR % OF ADT	AM PEAK HOUR TRIPS IN	AM PEAK HOUR TRIPS OUT	PM PEAK HOUR PEAK HOUR TRIPS	PM PEAK HOUR % OF ADT	PM PEAK HOUR TRIPS IN	PM PEAK HOUR TRIPS OUT
Hotel (H1)	135 rooms	1,204	90	7.5%	52	38	95	8%	47	48
Hotel (H2)	81 rooms	722.52	54	7.5%	31	23	57	8%	28	29
Hotel Subtotal	**216 rooms**	**1,927**	**144**	**7.5%**	**83**	**61**	**152**	**8%**	**75**	**77**
Residential - Parcel R-1 (Apartment)	100 units	665	51	7.7%	10	41	62	9%	40	22
Residential - Parcel R-2 (Apartment)	320 units	2,128	163	7.7%	33	130	198	9%	129	69
Apartment Subtotal	**420 units**	**2,793**	**214**	**7.7%**	**43**	**171**	**260**	**9%**	**169**	**91**
Total:		**4,720**	**358**	**7.6%**	**126**	**232**	**412**	**9%**	**244**	**168**

Note:

1. Trip generation rates published by Institute of Transportation Engineers (ITE), "Trip Generation Manual," 9th Edition, 2012.

Keith Higgins
Traffic Engineer

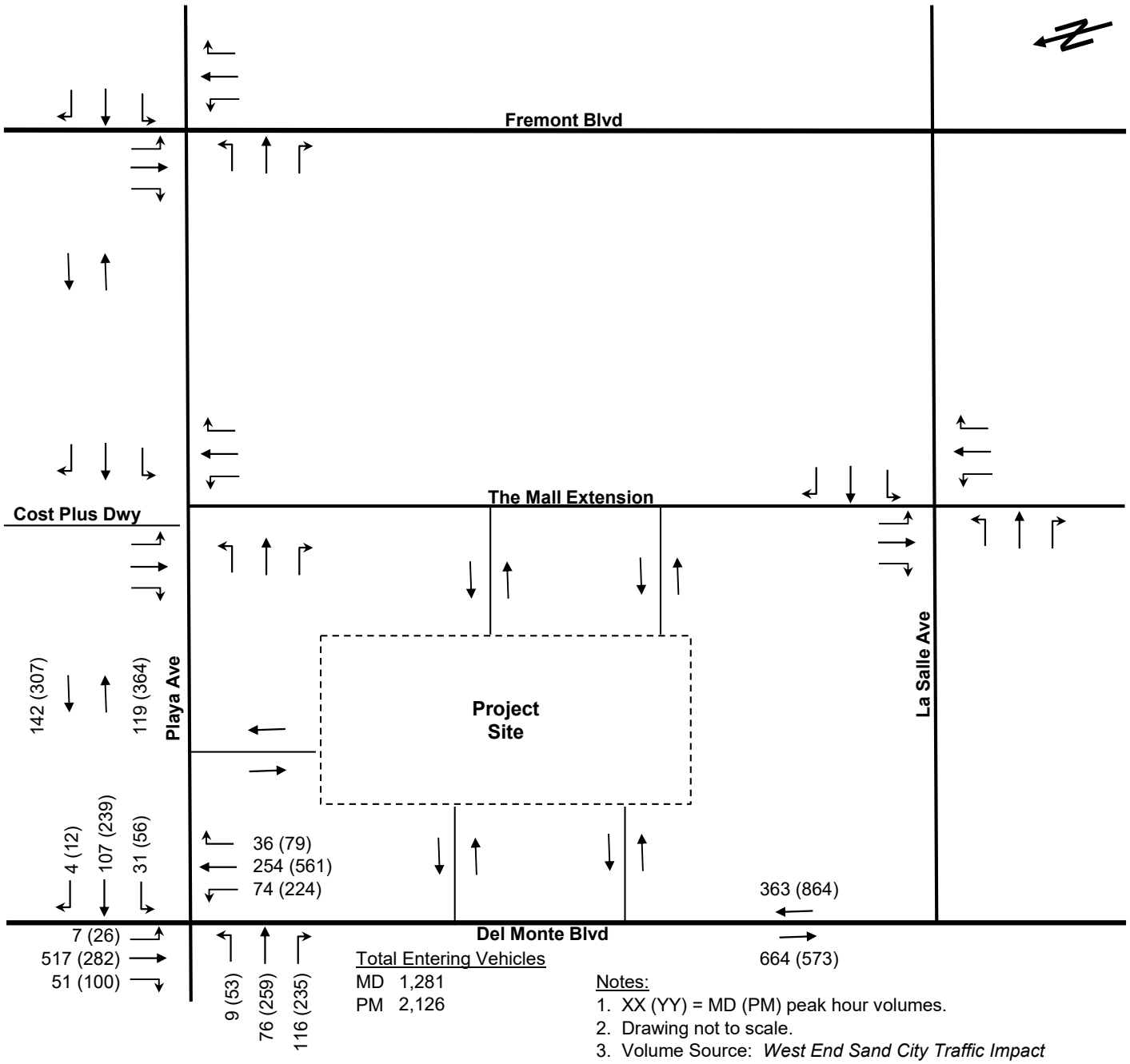
Exhibit 10
West End Sand City
Trip Generation

PROJECT	SIZE	DAILY TRIPS	AM PEAK HOUR TOTAL	AM PEAK HOUR IN	AM PEAK HOUR OUT	PM PEAK HOUR TOTAL	PM PEAK HOUR IN	PM PEAK HOUR OUT
City of Marina:								
13. The Dunes on Monterey Bay [2]								
Phases 2 & 3	-	45,662	2,896	1,762	1,134	4,561	2,127	2,434
14. CSUMB Students (2025-2035) [3]	3,054 Students	2,959	262	210	53	262	79	183
City of Seaside:								
15. The Projects at Main Gate [4]	-	26,067	716	437	279	1,931	934	997
16. West Broadway Corridor [5]	-	3,783	350	191	159	362	134	228
17. Dadwal proposed hotel and restaurant								
Hotel	110 Rooms	611	58	34	24	66	32	34
Restaurant	8,000 SF	1,017	86	47	39	79	47	32
18. 1000 Playa Avenue								
Drug Store With Drive-Through	13,343 SF	1,293	46	24	22	132	66	66
19. Coffee Shop (Drive-Through)[6]	880 SF	1,584	267	134	133	66	33	33
City of Sand City:								
20. San Juan Pools (Retail)	7,000 sq. ft.	310	9	5	4	19	8	11
Total Cumulative Projects:		**83,286**	**4,690**	**2,844**	**1,846**	**7,478**	**3,460**	**4,018**

Notes:

1. Traffic volumes are based on trip generation rates quoted by the Institute of Transportation Engineers, *Trip Generation,* unless otherwise noted.
2. Trip generation from *Marina University Villages Mixed Use Development Traffic Impact Study Report*, Higgins Associates, December 17, 2004.
3. Trip generation from *CSUMB 2007 Master Plan Traffic Impact Analysis*, Higgins Associates, November 5, 2007.
4. Trip generation from *Seaside Main Gate Retail Development Traffic Impact Analysis*, Hexagon Transportation Consultants, March 26, 2008.
5. Trip generation from *West Broadway Urban Village Specific Plan Transportation Study*, Fehr & Peers, May 2004. Includes proposed library opportunity site.
6. Trip generation from *Coffee Shop Development, City of Seaside, CA - Traffic Impact Analysis*, Mott MacDonald, November 4, 2016.

Exhibit 11
Cumulative Projects
Trip Generation



Total Entering Vehicles

MD 1,281

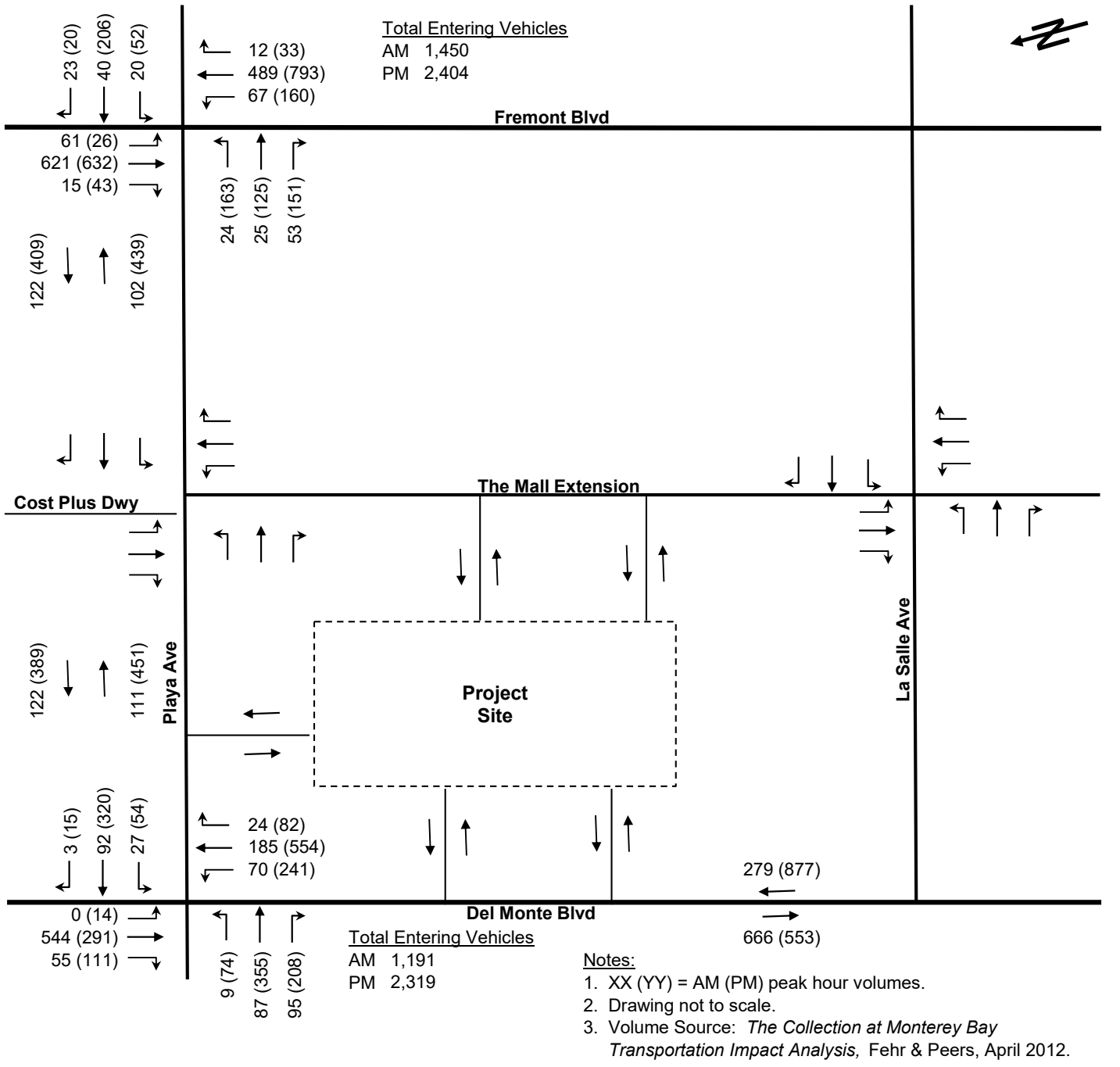
PM 2,126

Notes:

1. XX (YY) = MD (PM) peak hour volumes.
2. Drawing not to scale.
3. Volume Source: *West End Sand City Traffic Impact Analysis,* Keith Higgins Traffic Engineer, January 19, 2018.

Keith Higgins
Traffic Engineer

Exhibit 12
Cumulative Conditions
"West End"
MD & PM Peak Hour Volumes



Notes:
1. XX (YY) = AM (PM) peak hour volumes.
2. Drawing not to scale.
3. Volume Source: *The Collection at Monterey Bay Transportation Impact Analysis,* Fehr & Peers, April 2012.

Keith Higgins
Traffic Engineer

Exhibit 13
Cumulative Conditions
"The Collection"
AM & PM Peak Hour Volumes

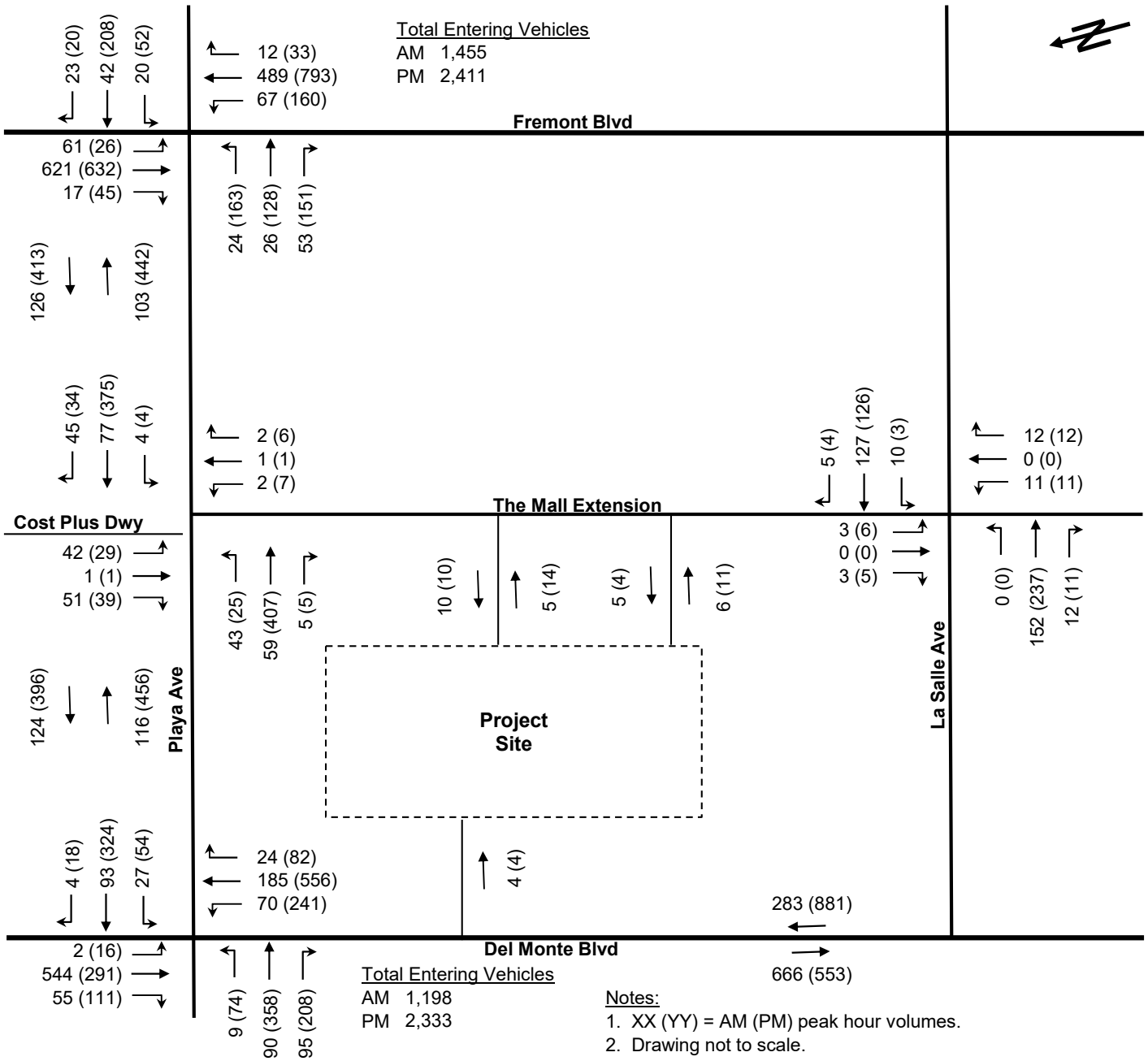


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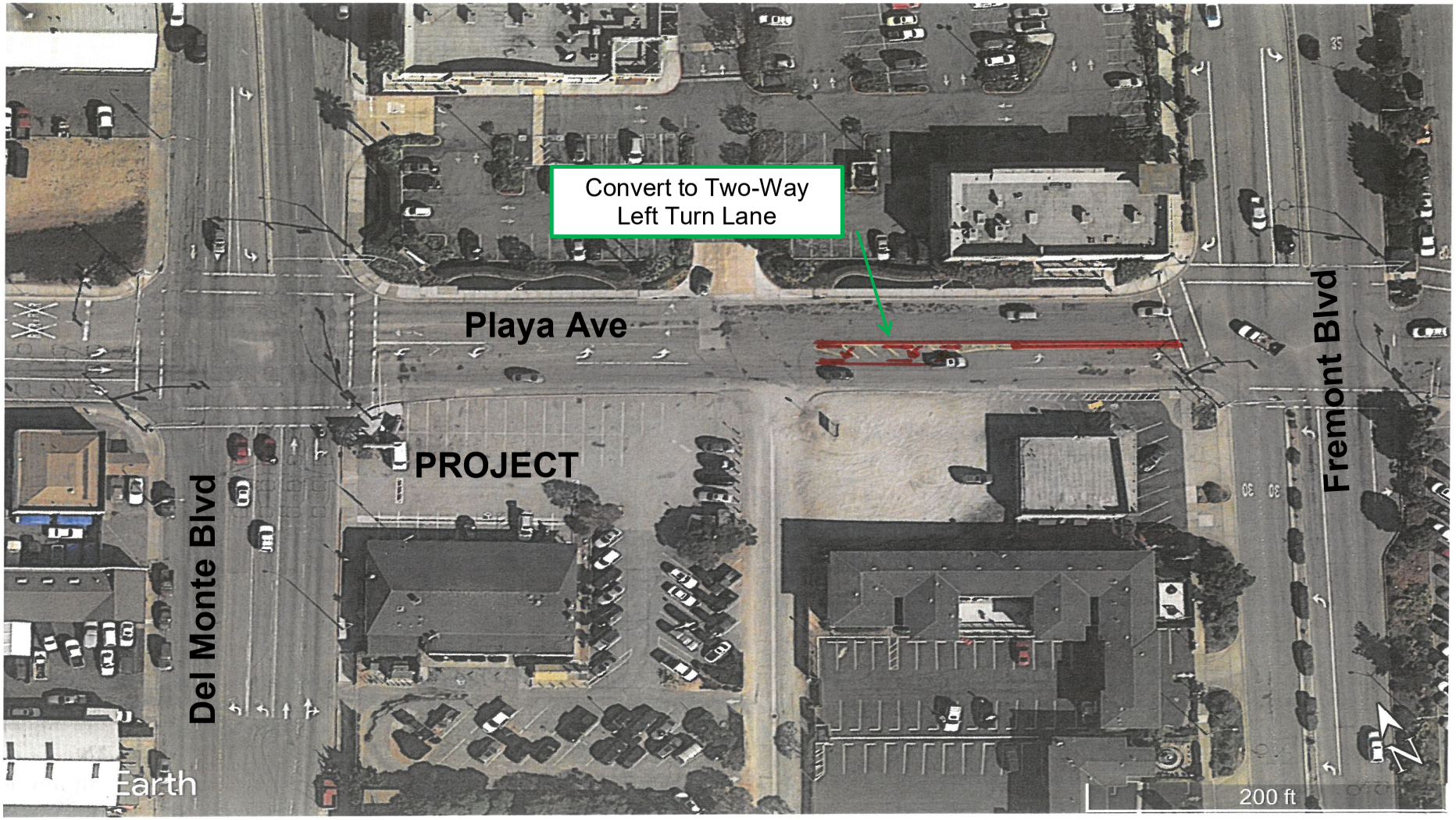
Exhibit 14
Cumulative ("The Collection") Plus Project Conditions
AM & PM Peak Hour Volumes



Basemap Source: Google Earth, 2020.

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Traffic Engineer

Exhibit 15
Recommended Playa Avenue
Striping Modifications

Appendix A

Intersection

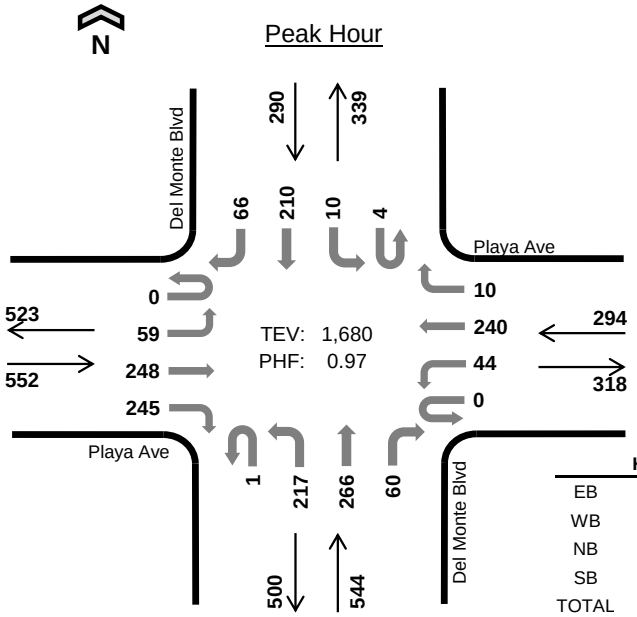
Traffic Volume

Counts

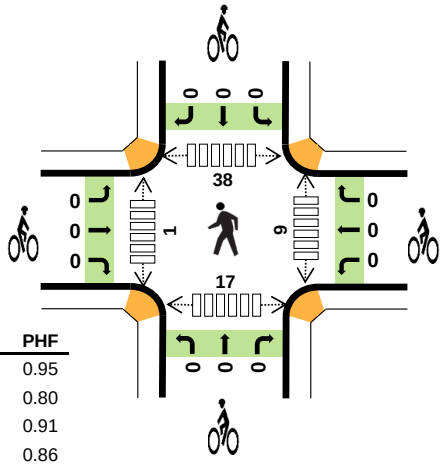
Del Monte Blvd
Playa Ave

Date: 08/01/2017
Count Period: 11:00 AM to 1:00 PM
Peak Hour: 12:00 PM to 1:00 PM

Peak Hour



	HV %:	PHF
EB	2.4%	0.95
WB	2.7%	0.80
NB	5.0%	0.91
SB	7.9%	0.86
TOTAL	4.2%	0.97



Two-Hour Count Summaries

Interval Start	Playa Ave Eastbound UT	LT	TH	RT	Playa Ave Westbound UT	LT	TH	RT	Del Monte Blvd Northbound UT	LT	TH	RT	Del Monte Blvd Southbound UT	LT	TH	RT	15-min Total	Rolling One Hour
11:00 AM	0	11	44	42	0	7	35	4	0	43	55	11	0	1	63	9	325	0
11:15 AM	0	15	48	36	0	12	62	3	1	47	47	11	0	0	47	22	351	0
11:30 AM	0	11	52	51	0	6	44	2	0	43	35	12	1	1	48	21	327	0
11:45 AM	0	21	52	49	0	10	43	4	0	57	48	17	1	4	52	13	371	1,374
12:00 PM	**0**	**12**	**69**	**57**	**0**	**12**	**77**	**3**	**1**	**59**	**73**	**16**	**0**	**0**	**40**	**15**	**434**	1,483
12:15 PM	**0**	**22**	**66**	**58**	**0**	**9**	**45**	**2**	**0**	**57**	**55**	**14**	**0**	**4**	**57**	**20**	**409**	1,541
12:30 PM	**0**	**14**	**56**	**71**	**0**	**12**	**54**	**4**	**0**	**44**	**63**	**19**	**1**	**4**	**53**	**12**	**407**	1,621
12:45 PM	**0**	**11**	**57**	**59**	**0**	**11**	**64**	**1**	**0**	**57**	**75**	**11**	**3**	**2**	**60**	**19**	**430**	**1,680**
Count Total	0	117	444	423	0	79	424	23	2	407	451	111	6	16	420	131	3,054	0
Peak Hour All	**0**	**59**	**248**	**245**	**0**	**44**	**240**	**10**	**1**	**217**	**266**	**60**	**4**	**10**	**210**	**66**	**1,680**	**0**
Peak Hour HV	**0**	**1**	**6**	**6**	**0**	**1**	**7**	**0**	**0**	**5**	**22**	**0**	**0**	**0**	**22**	**1**	**71**	**0**
Peak Hour HV%	**-**	**2%**	**2%**	**2%**	**-**	**2%**	**3%**	**0%**	**0%**	**2%**	**8%**	**0%**	**0%**	**0%**	**10%**	**2%**	**4%**	**0**

Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

Interval Start	Heavy Vehicle Totals EB	WB	NB	SB	Total	Bicycles EB	WB	NB	SB	Total	Pedestrians (Crossing Leg) East	West	North	South	Total
11:00 AM	4	0	8	12	*24*	0	1	0	0	*1*	0	0	5	4	*9*
11:15 AM	1	2	9	6	*18*	1	0	0	1	*2*	0	4	8	6	*18*
11:30 AM	4	4	5	7	*20*	1	0	0	0	*1*	1	5	7	6	*19*
11:45 AM	2	0	6	7	*15*	0	0	0	0	*0*	1	0	2	8	*11*
12:00 PM	**5**	**1**	**5**	**7**	***18***	**0**	**0**	**0**	**0**	***0***	**2**	**0**	**6**	**4**	*12*
12:15 PM	**2**	**2**	**7**	**4**	***15***	**0**	**0**	**0**	**0**	***0***	**2**	**0**	**11**	**5**	*18*
12:30 PM	**1**	**3**	**5**	**8**	***17***	**0**	**0**	**0**	**0**	***0***	**5**	**0**	**12**	**8**	*25*
12:45 PM	**5**	**2**	**10**	**4**	***21***	**0**	**0**	**0**	**0**	***0***	**0**	**1**	**9**	**0**	***10***
Count Total	24	14	55	55	*148*	2	1	0	1	*4*	11	10	60	41	*122*
Peak Hour	**13**	**8**	**27**	**23**	***71***	**0**	**0**	**0**	**0**	***0***	**9**	**1**	**38**	**17**	***65***

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Two-Hour Count Summaries - Heavy Vehicles

Interval Start	Playa Ave				Playa Ave				Del Monte Blvd				Del Monte Blvd				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
11:00 AM	0	1	1	2	0	0	0	0	0	0	7	1	0	0	12	0	24	0
11:15 AM	0	0	1	0	0	0	2	0	0	2	7	0	0	0	5	1	18	0
11:30 AM	0	1	0	3	0	1	3	0	0	1	4	0	0	0	6	1	20	0
11:45 AM	0	0	0	2	0	0	0	0	0	3	2	1	0	0	7	0	15	77
12:00 PM	**0**	**1**	**3**	**1**	**0**	**0**	**1**	**0**	**0**	**0**	**5**	**0**	**0**	**0**	**6**	**1**	**18**	71
12:15 PM	**0**	**0**	**1**	**1**	**0**	**0**	**2**	**0**	**0**	**2**	**5**	**0**	**0**	**0**	**4**	**0**	**15**	68
12:30 PM	**0**	**0**	**0**	**1**	**0**	**0**	**3**	**0**	**0**	**0**	**5**	**0**	**0**	**0**	**8**	**0**	**17**	65
12:45 PM	**0**	**0**	**2**	**3**	**0**	**1**	**1**	**0**	**0**	**3**	**7**	**0**	**0**	**0**	**4**	**0**	**21**	**71**
Count Total	0	3	8	13	0	2	12	0	0	11	42	2	0	0	52	3	148	0
Peak Hour	**0**	**1**	**6**	**6**	**0**	**1**	**7**	**0**	**0**	**5**	**22**	**0**	**0**	**0**	**22**	**1**	**71**	**0**

Two-Hour Count Summaries - Bikes

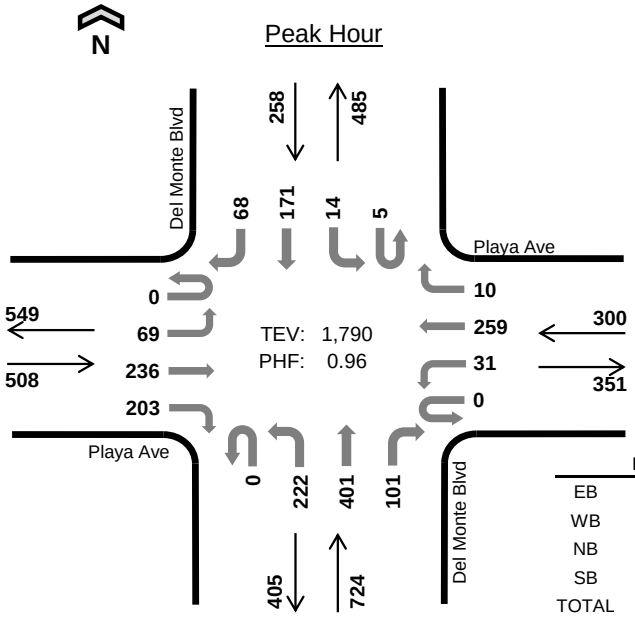
Interval Start	Playa Ave			Playa Ave			Del Monte Blvd			Del Monte Blvd			15-min Total	Rolling One Hour
	Eastbound			Westbound			Northbound			Southbound				
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT		
11:00 AM	0	0	0	0	1	0	0	0	0	0	0	0	1	0
11:15 AM	0	0	1	0	0	0	0	0	0	0	0	1	2	0
11:30 AM	0	1	0	0	0	0	0	0	0	0	0	0	1	0
11:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	4
12:00 PM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	3
12:15 PM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	1
12:30 PM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	0
12:45 PM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Count Total	0	1	1	0	1	0	0	0	0	0	0	1	4	0
Peak Hour	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Note: U-Turn volumes for bikes are included in Left-Turn, if any.

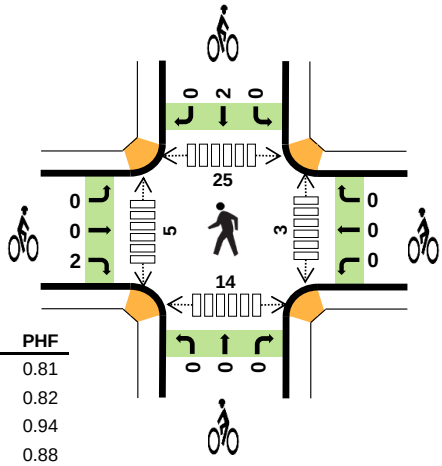
Del Monte Blvd
Playa Ave

Date: 08/01/2017
Count Period: 4:00 PM to 6:00 PM
Peak Hour: 4:30 PM to 5:30 PM

Peak Hour



	HV %:	PHF
EB	2.4%	0.81
WB	3.0%	0.82
NB	2.5%	0.94
SB	5.4%	0.88
TOTAL	3.0%	0.96



Two-Hour Count Summaries

Interval Start		Playa Ave Eastbound UT	LT	TH	RT	Playa Ave Westbound UT	LT	TH	RT	Del Monte Blvd Northbound UT	LT	TH	RT	Del Monte Blvd Southbound UT	LT	TH	RT	15-min Total	Rolling One Hour
4:00 PM		0	14	65	39	0	12	61	2	0	44	97	14	1	3	37	16	405	0
4:15 PM		0	17	56	57	0	7	47	6	0	56	93	28	2	2	46	17	434	0
4:30 PM		**0**	**18**	**62**	**77**	**0**	**8**	**44**	**2**	**0**	**55**	**102**	**27**	**1**	**6**	**50**	**16**	**468**	0
4:45 PM		**0**	**19**	**65**	**55**	**0**	**8**	**58**	**4**	**0**	**50**	**92**	**25**	**0**	**3**	**38**	**19**	**436**	1,743
5:00 PM		**0**	**18**	**49**	**41**	**0**	**9**	**74**	**1**	**0**	**50**	**114**	**28**	**3**	**1**	**38**	**19**	**445**	1,783
5:15 PM		**0**	**14**	**60**	**30**	**0**	**6**	**83**	**3**	**0**	**67**	**93**	**21**	**1**	**4**	**45**	**14**	**441**	**1,790**
5:30 PM		0	24	77	48	0	13	62	2	0	51	97	24	0	2	34	16	450	1,772
5:45 PM		0	11	74	44	0	6	64	5	0	49	99	19	0	1	28	9	409	1,745
Count Total		0	135	508	391	0	69	493	25	0	422	787	186	8	22	316	126	3,488	0
Peak Hour	**All**	**0**	**69**	**236**	**203**	**0**	**31**	**259**	**10**	**0**	**222**	**401**	**101**	**5**	**14**	**171**	**68**	**1,790**	**0**
	HV	**0**	**0**	**5**	**7**	**0**	**1**	**7**	**1**	**0**	**9**	**8**	**1**	**0**	**1**	**13**	**0**	**53**	**0**
	HV%	**-**	**0%**	**2%**	**3%**	**-**	**3%**	**3%**	**10%**	**-**	**4%**	**2%**	**1%**	**0%**	**7%**	**8%**	**0%**	**3%**	**0**

Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

Interval Start	Heavy Vehicle Totals EB	WB	NB	SB	Total	Bicycles EB	WB	NB	SB	Total	Pedestrians (Crossing Leg) East	West	North	South	Total
4:00 PM	0	2	6	2	*10*	1	0	0	0	*1*	0	1	9	6	*16*
4:15 PM	4	1	4	5	*14*	0	0	0	0	*0*	0	1	3	7	*11*
4:30 PM	**5**	**1**	**4**	**1**	***11***	**1**	**0**	**0**	**2**	***3***	**0**	**5**	**10**	**4**	*19*
4:45 PM	**0**	**2**	**4**	**3**	***9***	**1**	**0**	**0**	**0**	***1***	**0**	**0**	**2**	**2**	*4*
5:00 PM	**3**	**2**	**5**	**5**	***15***	**0**	**0**	**0**	**0**	***0***	**3**	**0**	**4**	**5**	*12*
5:15 PM	**4**	**4**	**5**	**5**	***18***	**0**	**0**	**0**	**0**	***0***	**0**	**0**	**9**	**3**	***12***
5:30 PM	4	1	4	3	*12*	2	0	0	0	*2*	0	0	4	1	*5*
5:45 PM	0	0	3	0	*3*	0	0	0	2	*2*	4	0	10	4	*18*
Count Total	20	13	35	24	*92*	5	0	0	4	*9*	7	7	51	32	*97*
Peak Hour	**12**	**9**	**18**	**14**	***53***	**2**	**0**	**0**	**2**	***4***	**3**	**5**	**25**	**14**	***47***

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Two-Hour Count Summaries - Heavy Vehicles

Interval Start	Playa Ave				Playa Ave				Del Monte Blvd				Del Monte Blvd				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
4:00 PM	0	0	0	0	0	0	2	0	0	2	4	0	0	0	2	0	10	0
4:15 PM	0	0	1	3	0	0	1	0	0	2	2	0	0	1	4	0	14	0
4:30 PM	**0**	**0**	**1**	**4**	**0**	**0**	**1**	**0**	**0**	**1**	**3**	**0**	**0**	**0**	**1**	**0**	**11**	0
4:45 PM	**0**	**0**	**0**	**0**	**0**	**1**	**1**	**0**	**0**	**1**	**3**	**0**	**0**	**0**	**3**	**0**	**9**	44
5:00 PM	**0**	**0**	**2**	**1**	**0**	**0**	**2**	**0**	**0**	**2**	**2**	**1**	**0**	**0**	**5**	**0**	**15**	49
5:15 PM	**0**	**0**	**2**	**2**	**0**	**0**	**3**	**1**	**0**	**5**	**0**	**0**	**0**	**1**	**4**	**0**	**18**	**53**
5:30 PM	0	0	1	3	0	0	1	0	0	1	3	0	0	0	3	0	12	54
5:45 PM	0	0	0	0	0	0	0	0	0	2	1	0	0	0	0	0	3	48
Count Total	0	0	7	13	0	1	11	1	0	16	18	1	0	2	22	0	92	0
Peak Hour	**0**	**0**	**5**	**7**	**0**	**1**	**7**	**1**	**0**	**9**	**8**	**1**	**0**	**1**	**13**	**0**	**53**	**0**

Two-Hour Count Summaries - Bikes

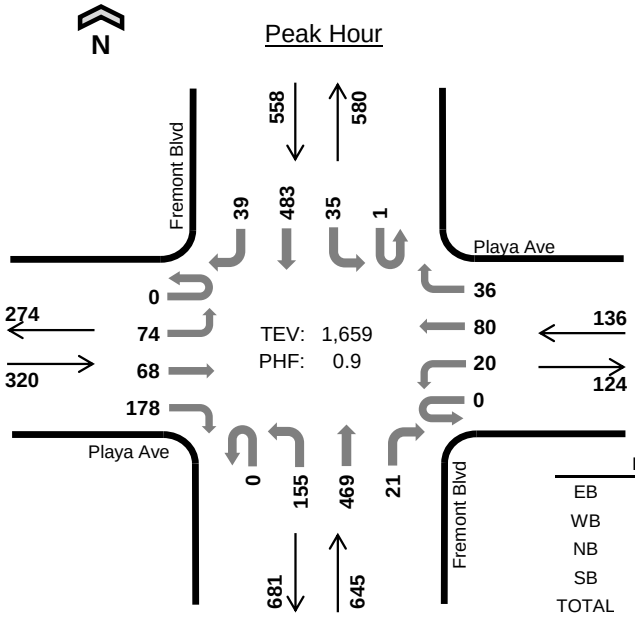
Interval Start	Playa Ave			Playa Ave			Del Monte Blvd			Del Monte Blvd			15-min Total	Rolling One Hour
	Eastbound			Westbound			Northbound			Southbound				
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT		
4:00 PM	0	1	0	0	0	0	0	0	0	0	0	0	1	0
4:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:30 PM	**0**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**2**	**0**	**3**	0
4:45 PM	**0**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	5
5:00 PM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	4
5:15 PM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**4**
5:30 PM	0	1	1	0	0	0	0	0	0	0	0	0	2	3
5:45 PM	0	0	0	0	0	0	0	0	0	0	2	0	2	4
Count Total	0	2	3	0	0	0	0	0	0	0	4	0	9	0
Peak Hour	**0**	**0**	**2**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**2**	**0**	**4**	**0**

Note: U-Turn volumes for bikes are included in Left-Turn, if any.

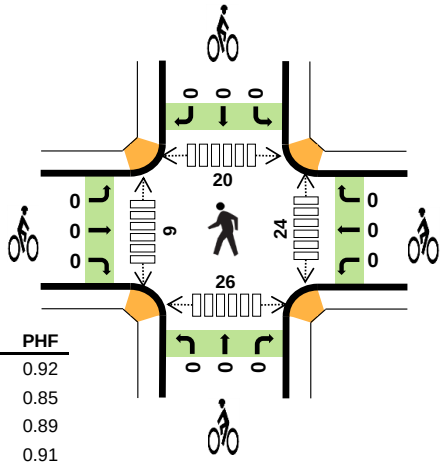
Fremont Blvd
Playa Ave

Date: 08/01/2017
Count Period: 11:00 AM to 1:00 PM
Peak Hour: 11:45 AM to 12:45 PM

Peak Hour



	HV %:	PHF
EB	1.6%	0.92
WB	1.5%	0.85
NB	4.0%	0.89
SB	3.8%	0.91
TOTAL	3.3%	0.90



Two-Hour Count Summaries

Interval Start		Playa Ave Eastbound UT	LT	TH	RT	Playa Ave Westbound UT	LT	TH	RT	Fremont Blvd Northbound UT	LT	TH	RT	Fremont Blvd Southbound UT	LT	TH	RT	15-min Total	Rolling One Hour
11:00 AM		0	15	15	28	0	6	7	7	1	32	116	1	0	6	111	9	354	0
11:15 AM		0	17	18	26	0	4	20	4	0	46	114	2	0	3	105	6	365	0
11:30 AM		1	16	17	25	0	4	12	9	0	29	85	4	0	4	96	9	311	0
11:45 AM		**0**	**15**	**18**	**38**	**0**	**3**	**17**	**9**	**0**	**36**	**120**	**3**	**0**	**9**	**120**	**10**	**398**	1,428
12:00 PM		**0**	**20**	**16**	**51**	**0**	**8**	**23**	**9**	**0**	**49**	**128**	**4**	**0**	**6**	**138**	**10**	**462**	1,536
12:15 PM		**0**	**19**	**15**	**46**	**0**	**6**	**19**	**8**	**0**	**34**	**108**	**6**	**0**	**6**	**126**	**12**	**405**	1,576
12:30 PM		**0**	**20**	**19**	**43**	**0**	**3**	**21**	**10**	**0**	**36**	**113**	**8**	**1**	**14**	**99**	**7**	**394**	**1,659**
12:45 PM		0	15	18	45	0	8	20	11	0	42	113	4	0	5	102	14	397	1,658
Count Total		1	137	136	302	0	42	139	67	1	304	897	32	1	53	897	77	3,086	0
Peak Hour	**All**	**0**	**74**	**68**	**178**	**0**	**20**	**80**	**36**	**0**	**155**	**469**	**21**	**1**	**35**	**483**	**39**	**1,659**	**0**
	HV	**0**	**4**	**1**	**0**	**0**	**0**	**0**	**2**	**0**	**2**	**23**	**1**	**0**	**2**	**16**	**3**	**54**	**0**
	HV%	**-**	**5%**	**1%**	**0%**	**-**	**0%**	**0%**	**6%**	**-**	**1%**	**5%**	**5%**	**0%**	**6%**	**3%**	**8%**	**3%**	**0**

Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

Interval Start	Heavy Vehicle Totals EB	WB	NB	SB	Total	Bicycles EB	WB	NB	SB	Total	Pedestrians (Crossing Leg) East	West	North	South	Total
11:00 AM	2	0	6	3	*11*	0	1	0	0	*1*	5	0	2	2	*9*
11:15 AM	2	0	7	6	*15*	0	0	0	0	*0*	1	5	2	6	*14*
11:30 AM	1	0	4	3	*8*	0	0	0	0	*0*	1	0	2	5	*8*
11:45 AM	**1**	**1**	**5**	**4**	***11***	**0**	**0**	**0**	**0**	***0***	**6**	**0**	**1**	**10**	*17*
12:00 PM	**3**	**0**	**5**	**7**	***15***	**0**	**0**	**0**	**0**	***0***	**7**	**4**	**2**	**3**	*16*
12:15 PM	**0**	**1**	**10**	**7**	***18***	**0**	**0**	**0**	**0**	***0***	**5**	**1**	**8**	**2**	*16*
12:30 PM	**1**	**0**	**6**	**3**	***10***	**0**	**0**	**0**	**0**	***0***	**6**	**4**	**9**	**11**	***30***
12:45 PM	3	2	8	3	*16*	0	0	0	0	*0*	8	5	2	5	*20*
Count Total	13	4	51	36	*104*	0	1	0	0	*1*	39	19	28	44	*130*
Peak Hour	**5**	**2**	**26**	**21**	***54***	**0**	**0**	**0**	**0**	***0***	**24**	**9**	**20**	**26**	***79***

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Two-Hour Count Summaries - Heavy Vehicles

Interval Start	Playa Ave				Playa Ave				Fremont Blvd				Fremont Blvd				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
11:00 AM	0	2	0	0	0	0	0	0	0	0	6	0	0	0	3	0	11	0
11:15 AM	0	1	1	0	0	0	0	0	0	1	6	0	0	0	4	2	15	0
11:30 AM	0	0	0	1	0	0	0	0	0	2	2	0	0	0	2	1	8	0
11:45 AM	**0**	**0**	**1**	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**5**	**0**	**0**	**0**	**4**	**0**	**11**	45
12:00 PM	**0**	**3**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**5**	**0**	**0**	**1**	**5**	**1**	**15**	49
12:15 PM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**0**	**2**	**7**	**1**	**0**	**0**	**6**	**1**	**18**	52
12:30 PM	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**6**	**0**	**0**	**1**	**1**	**1**	**10**	**54**
12:45 PM	0	2	0	1	0	0	0	2	0	2	6	0	0	1	2	0	16	59
Count Total	0	9	2	2	0	0	0	4	0	7	43	1	0	3	27	6	104	0
Peak Hour	**0**	**4**	**1**	**0**	**0**	**0**	**0**	**2**	**0**	**2**	**23**	**1**	**0**	**2**	**16**	**3**	**54**	**0**

Two-Hour Count Summaries - Bikes

Interval Start	Playa Ave			Playa Ave			Fremont Blvd			Fremont Blvd			15-min Total	Rolling One Hour
	Eastbound			Westbound			Northbound			Southbound				
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT		
11:00 AM	0	0	0	0	1	0	0	0	0	0	0	0	1	0
11:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:45 AM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	1
12:00 PM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	0
12:15 PM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	0
12:30 PM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
12:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Count Total	0	0	0	0	1	0	0	0	0	0	0	0	1	0
Peak Hour	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

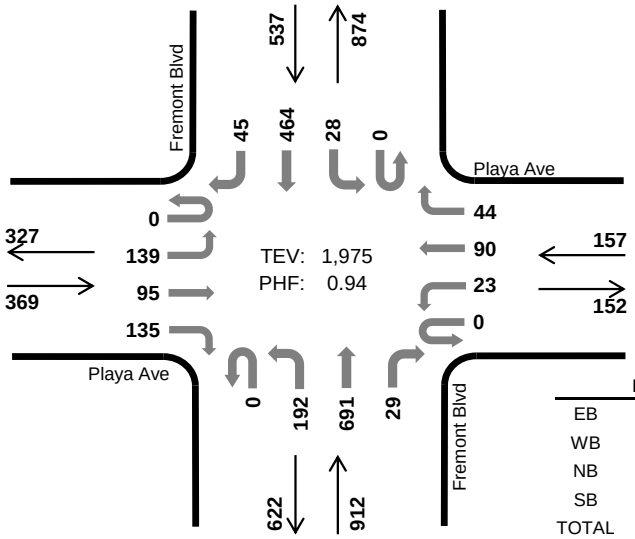
Note: U-Turn volumes for bikes are included in Left-Turn, if any.

Fremont Blvd
Playa Ave

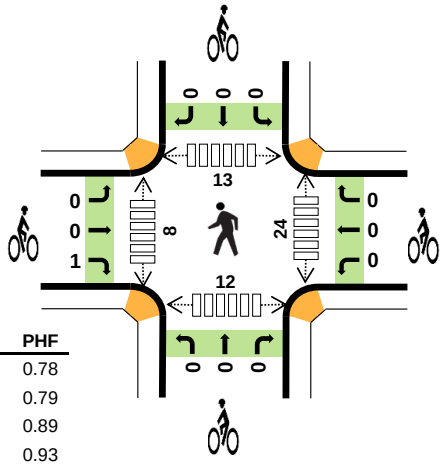
Date: 08/01/2017
Count Period: 4:00 PM to 6:00 PM
Peak Hour: 5:00 PM to 6:00 PM

N

Peak Hour



	HV %:	PHF
EB	1.6%	0.78
WB	0.6%	0.79
NB	1.0%	0.89
SB	1.1%	0.93
TOTAL	1.1%	0.94



Two-Hour Count Summaries

Interval Start		Playa Ave Eastbound UT	LT	TH	RT	Playa Ave Westbound UT	LT	TH	RT	Fremont Blvd Northbound UT	LT	TH	RT	Fremont Blvd Southbound UT	LT	TH	RT	15-min Total	Rolling One Hour
4:00 PM		0	29	17	40	0	7	17	10	0	31	148	7	0	14	110	12	442	0
4:15 PM		0	27	29	34	0	7	14	5	1	40	123	4	0	7	110	10	411	0
4:30 PM		0	32	25	32	0	4	19	13	0	25	123	2	1	8	124	9	417	0
4:45 PM		0	35	27	33	0	7	19	12	0	45	117	4	0	3	100	4	406	1,676
5:00 PM		**0**	**29**	**26**	**26**	**0**	**3**	**24**	**7**	**0**	**51**	**174**	**9**	**0**	**10**	**125**	**10**	**494**	1,728
5:15 PM		**0**	**35**	**16**	**33**	**0**	**4**	**26**	**13**	**0**	**59**	**190**	**6**	**0**	**8**	**113**	**12**	**515**	1,832
5:30 PM		**0**	**46**	**30**	**43**	**0**	**8**	**26**	**16**	**0**	**41**	**176**	**7**	**0**	**5**	**119**	**10**	**527**	1,942
5:45 PM		**0**	**29**	**23**	**33**	**0**	**8**	**14**	**8**	**0**	**41**	**151**	**7**	**0**	**5**	**107**	**13**	**439**	**1,975**
Count Total		0	262	193	274	0	48	159	84	1	333	1,202	46	1	60	908	80	3,651	0
Peak Hour	**All**	**0**	**139**	**95**	**135**	**0**	**23**	**90**	**44**	**0**	**192**	**691**	**29**	**0**	**28**	**464**	**45**	**1,975**	**0**
	HV	**0**	**6**	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**2**	**6**	**1**	**0**	**0**	**3**	**3**	**22**	**0**
	HV%	**-**	**4%**	**0%**	**0%**	**-**	**0%**	**1%**	**0%**	**-**	**1%**	**1%**	**3%**	**-**	**0%**	**1%**	**7%**	**1%**	**0**

Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

Interval Start	Heavy Vehicle Totals EB	WB	NB	SB	Total	Bicycles EB	WB	NB	SB	Total	Pedestrians (Crossing Leg) East	West	North	South	Total
4:00 PM	0	1	6	2	*9*	0	0	1	0	*1*	1	1	3	7	*12*
4:15 PM	2	0	5	2	*9*	0	0	0	0	*0*	0	3	2	5	*10*
4:30 PM	1	1	1	11	*14*	0	0	0	0	*0*	0	3	5	1	*9*
4:45 PM	0	0	2	3	*5*	0	0	0	0	*0*	0	0	0	1	*1*
5:00 PM	**3**	**0**	**6**	**1**	***10***	**0**	**0**	**0**	**0**	***0***	**8**	**0**	**3**	**5**	*16*
5:15 PM	**2**	**1**	**2**	**3**	***8***	**0**	**0**	**0**	**0**	***0***	**3**	**5**	**5**	**2**	*15*
5:30 PM	**1**	**0**	**0**	**2**	***3***	**0**	**0**	**0**	**0**	***0***	**6**	**0**	**2**	**1**	*9*
5:45 PM	**0**	**0**	**1**	**0**	***1***	**1**	**0**	**0**	**0**	***1***	**7**	**3**	**3**	**4**	***17***
Count Total	9	3	23	24	*59*	1	0	1	0	*2*	25	15	23	26	*89*
Peak Hour	**6**	**1**	**9**	**6**	***22***	**1**	**0**	**0**	**0**	***1***	**24**	**8**	**13**	**12**	***57***

Deon Fouche: 415 - 757 - 7714
deon.fouche@idaxdata.com

Two-Hour Count Summaries - Heavy Vehicles

Interval Start	Playa Ave				Playa Ave				Fremont Blvd				Fremont Blvd				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
4:00 PM	0	0	0	0	0	1	0	0	0	1	5	0	0	0	1	1	9	0
4:15 PM	0	1	0	1	0	0	0	0	0	0	5	0	0	0	1	1	9	0
4:30 PM	0	1	0	0	0	0	0	1	0	0	1	0	0	1	9	1	14	0
4:45 PM	0	0	0	0	0	0	0	0	0	2	0	0	0	0	3	0	5	37
5:00 PM	**0**	**3**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**2**	**3**	**1**	**0**	**0**	**1**	**0**	**10**	38
5:15 PM	**0**	**2**	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**0**	**2**	**0**	**0**	**0**	**1**	**2**	**8**	37
5:30 PM	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**1**	**3**	26
5:45 PM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**1**	**22**
Count Total	0	8	0	1	0	1	1	1	0	5	17	1	0	1	17	6	59	0
Peak Hour	**0**	**6**	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**2**	**6**	**1**	**0**	**0**	**3**	**3**	**22**	**0**

Two-Hour Count Summaries - Bikes

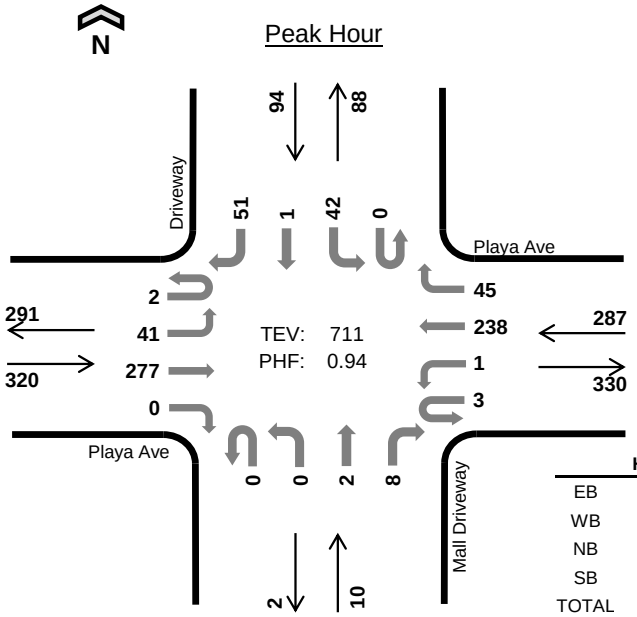
Interval Start	Playa Ave			Playa Ave			Fremont Blvd			Fremont Blvd			15-min Total	Rolling One Hour
	Eastbound			Westbound			Northbound			Southbound				
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT		
4:00 PM	0	0	0	0	0	0	0	0	1	0	0	0	1	0
4:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	1
5:00 PM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	0
5:15 PM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	0
5:30 PM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	0
5:45 PM	**0**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**1**
Count Total	0	0	1	0	0	0	0	0	1	0	0	0	2	0
Peak Hour	**0**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**0**

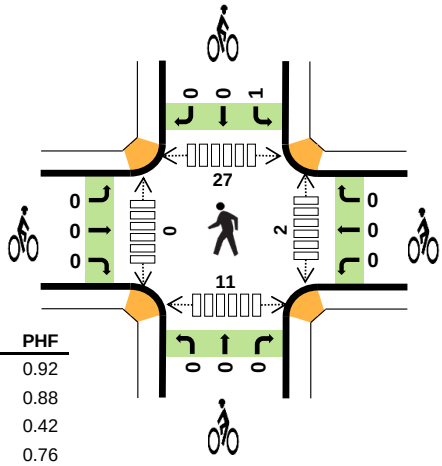
Note: U-Turn volumes for bikes are included in Left-Turn, if any.

Mall Driveway
Playa Ave

Date: 08/01/2017
Count Period: 11:00 AM to 1:00 PM
Peak Hour: 12:00 PM to 1:00 PM

Peak Hour





	HV %:	PHF
EB	1.9%	0.92
WB	2.1%	0.88
NB	0.0%	0.42
SB	3.2%	0.76
TOTAL	2.1%	0.94

Two-Hour Count Summaries

Interval Start		Playa Ave Eastbound				Playa Ave Westbound				Mall Driveway Northbound				Driveway Southbound				15-min Total	Rolling One Hour
		UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
11:00 AM		0	3	53	0	0	2	45	6	0	2	0	3	0	3	0	7	124	0
11:15 AM		0	4	57	0	1	0	60	6	0	0	0	2	0	5	1	10	146	0
11:30 AM		0	8	55	1	1	0	45	7	0	1	0	0	0	3	0	10	131	0
11:45 AM		0	7	71	0	0	0	54	14	0	0	1	1	0	10	0	7	165	566
12:00 PM		**0**	**14**	**73**	**0**	**1**	**0**	**71**	**5**	**0**	**0**	**0**	**0**	**0**	**13**	**1**	**12**	**190**	632
12:15 PM		**0**	**11**	**73**	**0**	**2**	**1**	**47**	**17**	**0**	**0**	**1**	**5**	**0**	**10**	**0**	**10**	**177**	663
12:30 PM		**1**	**8**	**71**	**0**	**0**	**0**	**51**	**10**	**0**	**0**	**1**	**1**	**0**	**11**	**0**	**20**	**174**	706
12:45 PM		**1**	**8**	**60**	**0**	**0**	**0**	**69**	**13**	**0**	**0**	**0**	**2**	**0**	**8**	**0**	**9**	**170**	**711**
Count Total		2	63	513	1	5	3	442	78	0	3	3	14	0	63	2	85	1,277	0
Peak Hour	**All**	**2**	**41**	**277**	**0**	**3**	**1**	**238**	**45**	**0**	**0**	**2**	**8**	**0**	**42**	**1**	**51**	**711**	**0**
	HV	**0**	**0**	**6**	**0**	**0**	**0**	**4**	**2**	**0**	**0**	**0**	**0**	**0**	**1**	**0**	**2**	**15**	**0**
	HV%	**0%**	**0%**	**2%**	**-**	**0%**	**0%**	**2%**	**4%**	**-**	**-**	**0%**	**0%**	**-**	**2%**	**0%**	**4%**	**2%**	**0**

Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

Interval Start	Heavy Vehicle Totals					Bicycles					Pedestrians (Crossing Leg)				
	EB	WB	NB	SB	Total	EB	WB	NB	SB	Total	East	West	North	South	Total
11:00 AM	2	0	1	0	*3*	0	1	0	0	*1*	0	0	2	4	*6*
11:15 AM	1	3	0	0	*4*	0	0	0	0	*0*	2	0	9	6	*17*
11:30 AM	0	3	0	2	*5*	1	0	0	0	*1*	0	0	2	1	*3*
11:45 AM	1	1	0	0	*2*	0	1	0	0	*1*	2	1	4	7	*14*
12:00 PM	**3**	**0**	**0**	**0**	***3***	**0**	**0**	**0**	**1**	***1***	**0**	**0**	**3**	**4**	*7*
12:15 PM	**1**	**3**	**0**	**0**	***4***	**0**	**0**	**0**	**0**	***0***	**1**	**0**	**11**	**2**	*14*
12:30 PM	**0**	**1**	**0**	**2**	***3***	**0**	**0**	**0**	**0**	***0***	**0**	**0**	**7**	**5**	*12*
12:45 PM	**2**	**2**	**0**	**1**	***5***	**0**	**0**	**0**	**0**	***0***	**1**	**0**	**6**	**0**	***7***
Count Total	10	13	1	5	*29*	1	2	0	1	*4*	6	1	44	29	*80*
Peak Hour	**6**	**6**	**0**	**3**	***15***	**0**	**0**	**0**	**1**	***1***	**2**	**0**	**27**	**11**	***40***

Two-Hour Count Summaries - Heavy Vehicles

Interval Start	Playa Ave				Playa Ave				Mall Driveway				Driveway				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
11:00 AM	0	0	2	0	0	0	0	0	0	0	0	1	0	0	0	0	3	0
11:15 AM	0	0	1	0	0	0	3	0	0	0	0	0	0	0	0	0	4	0
11:30 AM	0	0	0	0	0	0	2	1	0	0	0	0	0	1	0	1	5	0
11:45 AM	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	2	14
12:00 PM	**0**	**0**	**3**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**3**	14
12:15 PM	**0**	**0**	**1**	**0**	**0**	**0**	**2**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**4**	14
12:30 PM	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**2**	**3**	12
12:45 PM	**0**	**0**	**2**	**0**	**0**	**0**	**1**	**1**	**0**	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**5**	**15**
Count Total	0	0	10	0	0	0	10	3	0	0	0	1	0	2	0	3	29	0
Peak Hour	**0**	**0**	**6**	**0**	**0**	**0**	**4**	**2**	**0**	**0**	**0**	**0**	**0**	**1**	**0**	**2**	**15**	**0**

Two-Hour Count Summaries - Bikes

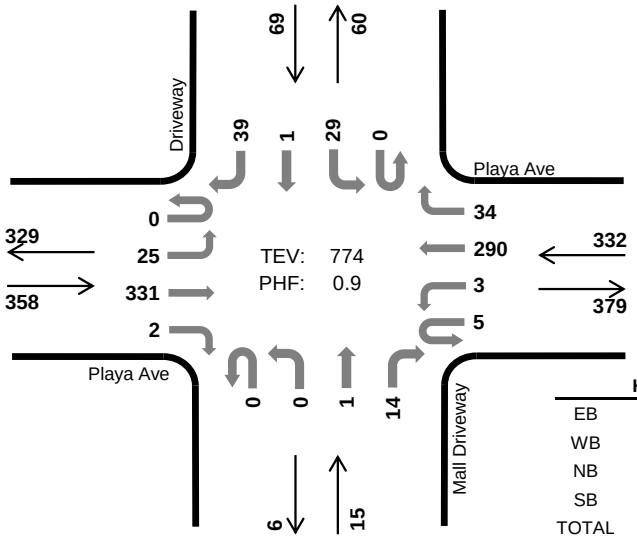
Interval Start	Playa Ave			Playa Ave			Mall Driveway			Driveway			15-min Total	Rolling One Hour
	Eastbound			Westbound			Northbound			Southbound				
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT		
11:00 AM	0	0	0	0	1	0	0	0	0	0	0	0	1	0
11:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:30 AM	0	1	0	0	0	0	0	0	0	0	0	0	1	0
11:45 AM	0	0	0	0	1	0	0	0	0	0	0	0	1	3
12:00 PM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**1**	3
12:15 PM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	3
12:30 PM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	2
12:45 PM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**
Count Total	0	1	0	0	2	0	0	0	0	1	0	0	4	0
Peak Hour	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**1**	**0**

Note: U-Turn volumes for bikes are included in Left-Turn, if any.

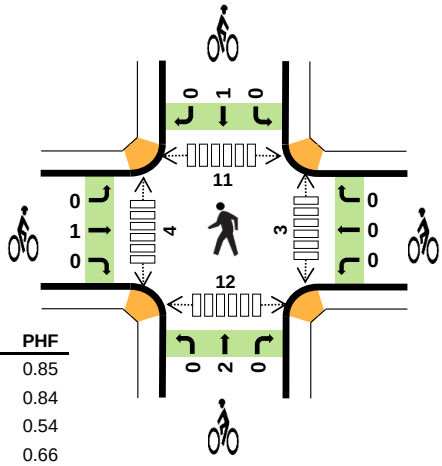
Mall Driveway
Playa Ave

Date: 08/01/2017
Count Period: 4:00 PM to 6:00 PM
Peak Hour: 4:45 PM to 5:45 PM

Peak Hour



	HV %:	PHF
EB	2.0%	0.85
WB	2.4%	0.84
NB	0.0%	0.54
SB	0.0%	0.66
TOTAL	1.9%	0.90



Two-Hour Count Summaries

Interval Start	Playa Ave Eastbound UT	LT	TH	RT	Playa Ave Westbound UT	LT	TH	RT	Mall Driveway Northbound UT	LT	TH	RT	Driveway Southbound UT	LT	TH	RT	15-min Total	Rolling One Hour
4:00 PM	0	8	77	0	0	1	53	6	0	0	0	3	0	11	0	16	175	0
4:15 PM	0	5	79	0	3	0	56	4	0	0	0	0	0	4	1	9	161	0
4:30 PM	0	7	88	1	1	1	46	6	0	0	0	2	0	4	0	7	163	0
4:45 PM	**0**	**6**	**84**	**1**	**1**	**0**	**60**	**10**	**0**	**0**	**0**	**3**	**0**	**5**	**0**	**7**	**177**	676
5:00 PM	**0**	**4**	**74**	**0**	**1**	**0**	**78**	**7**	**0**	**0**	**1**	**2**	**0**	**5**	**0**	**9**	**181**	682
5:15 PM	**0**	**10**	**73**	**1**	**2**	**2**	**85**	**10**	**0**	**0**	**0**	**2**	**0**	**7**	**1**	**9**	**202**	723
5:30 PM	**0**	**5**	**100**	**0**	**1**	**1**	**67**	**7**	**0**	**0**	**0**	**7**	**0**	**12**	**0**	**14**	**214**	**774**
5:45 PM	0	5	87	0	1	0	63	6	0	0	1	3	0	5	3	3	177	774
Count Total	0	50	662	3	10	5	508	56	0	0	2	22	0	53	5	74	1,450	0
Peak Hour All	**0**	**25**	**331**	**2**	**5**	**3**	**290**	**34**	**0**	**0**	**1**	**14**	**0**	**29**	**1**	**39**	**774**	**0**
Peak Hour HV	**0**	**1**	**6**	**0**	**0**	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**15**	**0**
Peak Hour HV%	**-**	**4%**	**2%**	**0%**	**0%**	**0%**	**3%**	**0%**	**-**	**-**	**0%**	**0%**	**-**	**0%**	**0%**	**0%**	**2%**	**0**

Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

Interval Start	Heavy Vehicle Totals EB	WB	NB	SB	Total	Bicycles EB	WB	NB	SB	Total	Pedestrians (Crossing Leg) East	West	North	South	Total
4:00 PM	0	2	0	0	*2*	1	0	1	0	*2*	0	0	5	6	*11*
4:15 PM	2	2	0	0	*4*	0	0	0	1	*1*	0	1	3	3	*7*
4:30 PM	1	0	0	0	*1*	0	0	0	0	*0*	0	3	7	4	*14*
4:45 PM	**0**	**2**	**0**	**0**	***2***	**0**	**0**	**1**	**0**	***1***	**0**	**3**	**0**	**1**	*4*
5:00 PM	**3**	**3**	**0**	**0**	***6***	**0**	**0**	**1**	**1**	***2***	**1**	**0**	**4**	**9**	*14*
5:15 PM	**3**	**2**	**0**	**0**	***5***	**0**	**0**	**0**	**0**	***0***	**2**	**0**	**5**	**0**	*7*
5:30 PM	**1**	**1**	**0**	**0**	***2***	**1**	**0**	**0**	**0**	***1***	**0**	**1**	**2**	**2**	***5***
5:45 PM	0	0	0	0	*0*	0	0	0	0	*0*	1	0	7	5	*13*
Count Total	10	12	0	0	*22*	2	0	3	2	*7*	4	8	33	30	*75*
Peak Hour	**7**	**8**	**0**	**0**	***15***	**1**	**0**	**2**	**1**	***4***	**3**	**4**	**11**	**12**	***30***

Two-Hour Count Summaries - Heavy Vehicles

Interval Start	Playa Ave				Playa Ave				Mall Driveway				Driveway				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
4:00 PM	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	2	0
4:15 PM	0	0	2	0	0	0	2	0	0	0	0	0	0	0	0	0	4	0
4:30 PM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
4:45 PM	**0**	**0**	**0**	**0**	**0**	**0**	**2**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**2**	9
5:00 PM	**0**	**0**	**3**	**0**	**0**	**0**	**3**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**6**	13
5:15 PM	**0**	**1**	**2**	**0**	**0**	**0**	**2**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**5**	14
5:30 PM	**0**	**0**	**1**	**0**	**0**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**2**	**15**
5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13
Count Total	0	1	9	0	0	0	12	0	0	0	0	0	0	0	0	0	22	0
Peak Hour	**0**	**1**	**6**	**0**	**0**	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**15**	**0**

Two-Hour Count Summaries - Bikes

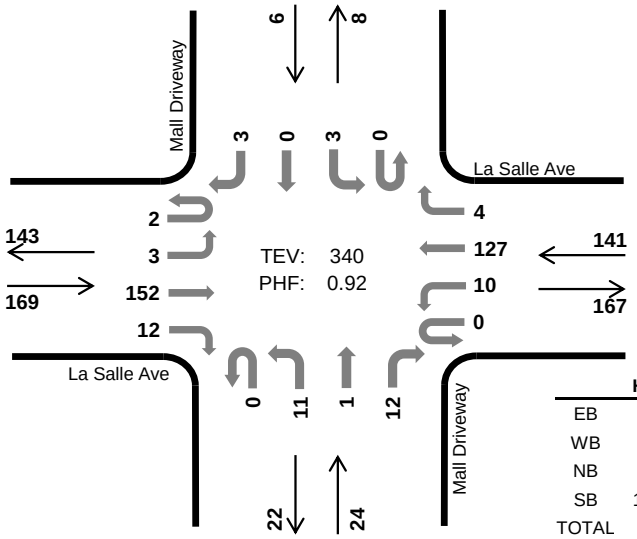
Interval Start	Playa Ave			Playa Ave			Mall Driveway			Driveway			15-min Total	Rolling One Hour
	Eastbound			Westbound			Northbound			Southbound				
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT		
4:00 PM	0	1	0	0	0	0	0	1	0	0	0	0	2	0
4:15 PM	0	0	0	0	0	0	0	0	0	0	1	0	1	0
4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:45 PM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**0**	**0**	**1**	4
5:00 PM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**1**	**0**	**2**	4
5:15 PM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	3
5:30 PM	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**4**
5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	3
Count Total	0	2	0	0	0	0	0	3	0	0	2	0	7	0
Peak Hour	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**2**	**0**	**0**	**1**	**0**	**4**	**0**

Note: U-Turn volumes for bikes are included in Left-Turn, if any.

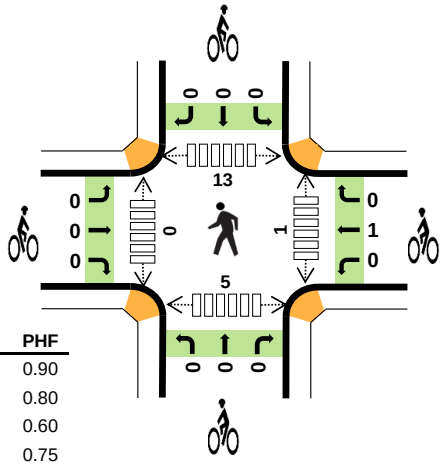
Mall Driveway
La Salle Ave

Date: 08/01/2017
Count Period: 11:00 AM to 1:00 PM
Peak Hour: 12:00 PM to 1:00 PM

Peak Hour



	HV %:	PHF
EB	3.6%	0.90
WB	5.0%	0.80
NB	4.2%	0.60
SB	16.7%	0.75
TOTAL	4.4%	0.92



Two-Hour Count Summaries

Interval Start		La Salle Ave Eastbound UT	LT	TH	RT	La Salle Ave Westbound UT	LT	TH	RT	Mall Driveway Northbound UT	LT	TH	RT	Mall Driveway Southbound UT	LT	TH	RT	15-min Total	Rolling One Hour
11:00 AM		0	1	25	3	1	1	27	1	0	2	2	3	0	0	0	1	67	0
11:15 AM		0	0	26	4	0	2	28	4	0	2	0	2	0	1	1	0	70	0
11:30 AM		0	1	25	0	0	0	28	0	0	2	1	1	0	2	0	1	61	0
11:45 AM		0	0	30	4	0	1	27	1	0	4	1	4	0	0	0	0	72	270
12:00 PM		**0**	**1**	**43**	**3**	**0**	**3**	**24**	**0**	**0**	**3**	**0**	**2**	**0**	**1**	**0**	**1**	**81**	284
12:15 PM		**0**	**1**	**36**	**1**	**0**	**4**	**33**	**3**	**0**	**2**	**1**	**3**	**0**	**0**	**0**	**0**	**84**	298
12:30 PM		**1**	**0**	**37**	**5**	**0**	**1**	**42**	**1**	**0**	**1**	**0**	**2**	**0**	**0**	**0**	**2**	**92**	329
12:45 PM		**1**	**1**	**36**	**3**	**0**	**2**	**28**	**0**	**0**	**5**	**0**	**5**	**0**	**2**	**0**	**0**	**83**	**340**
Count Total		2	5	258	23	1	14	237	10	0	21	5	22	0	6	1	5	610	0
Peak Hour	**All**	**2**	**3**	**152**	**12**	**0**	**10**	**127**	**4**	**0**	**11**	**1**	**12**	**0**	**3**	**0**	**3**	**340**	**0**
	HV	**1**	**0**	**5**	**0**	**0**	**0**	**6**	**1**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**1**	**15**	**0**
	HV%	**50%**	**0%**	**3%**	**0%**	**-**	**0%**	**5%**	**25%**	**-**	**9%**	**0%**	**0%**	**-**	**0%**	**-**	**33%**	**4%**	**0**

Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

Interval Start	Heavy Vehicle Totals EB	WB	NB	SB	Total	Bicycles EB	WB	NB	SB	Total	Pedestrians (Crossing Leg) East	West	North	South	Total
11:00 AM	2	0	1	0	*3*	0	1	0	0	*1*	0	0	1	2	*3*
11:15 AM	0	2	0	0	*2*	0	0	0	0	*0*	0	0	0	1	*1*
11:30 AM	1	1	0	0	*2*	1	0	0	0	*1*	0	0	5	2	*7*
11:45 AM	2	2	1	0	*5*	0	1	0	0	*1*	0	0	0	2	*2*
12:00 PM	**3**	**0**	**0**	**0**	***3***	**0**	**0**	**0**	**0**	***0***	**0**	**0**	**1**	**2**	*3*
12:15 PM	**1**	**3**	**1**	**0**	***5***	**0**	**0**	**0**	**0**	***0***	**0**	**0**	**1**	**0**	*1*
12:30 PM	**0**	**3**	**0**	**1**	***4***	**0**	**1**	**0**	**0**	***1***	**0**	**0**	**7**	**2**	*9*
12:45 PM	**2**	**1**	**0**	**0**	***3***	**0**	**0**	**0**	**0**	***0***	**1**	**0**	**4**	**1**	***6***
Count Total	11	12	3	1	*27*	1	3	0	0	*4*	1	0	19	12	*32*
Peak Hour	**6**	**7**	**1**	**1**	***15***	**0**	**1**	**0**	**0**	***1***	**1**	**0**	**13**	**5**	***19***

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Two-Hour Count Summaries - Heavy Vehicles

Interval Start	La Salle Ave				La Salle Ave				Mall Driveway				Mall Driveway				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
11:00 AM	0	0	2	0	0	0	0	0	0	1	0	0	0	0	0	0	3	0
11:15 AM	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	2	0
11:30 AM	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	2	0
11:45 AM	0	0	1	1	0	0	2	0	0	1	0	0	0	0	0	0	5	12
12:00 PM	**0**	**0**	**3**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**3**	12
12:15 PM	**0**	**0**	**1**	**0**	**0**	**0**	**2**	**1**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**5**	15
12:30 PM	**0**	**0**	**0**	**0**	**0**	**0**	**3**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**4**	17
12:45 PM	**1**	**0**	**1**	**0**	**0**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**3**	**15**
Count Total	1	0	9	1	0	0	11	1	0	3	0	0	0	0	0	1	27	0
Peak Hour	**1**	**0**	**5**	**0**	**0**	**0**	**6**	**1**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**1**	**15**	**0**

Two-Hour Count Summaries - Bikes

Interval Start	La Salle Ave			La Salle Ave			Mall Driveway			Mall Driveway			15-min Total	Rolling One Hour
	Eastbound			Westbound			Northbound			Southbound				
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT		
11:00 AM	0	0	0	1	0	0	0	0	0	0	0	0	1	0
11:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:30 AM	0	1	0	0	0	0	0	0	0	0	0	0	1	0
11:45 AM	0	0	0	1	0	0	0	0	0	0	0	0	1	3
12:00 PM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	2
12:15 PM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	2
12:30 PM	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	2
12:45 PM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**
Count Total	0	1	0	2	1	0	0	0	0	0	0	0	4	0
Peak Hour	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**0**

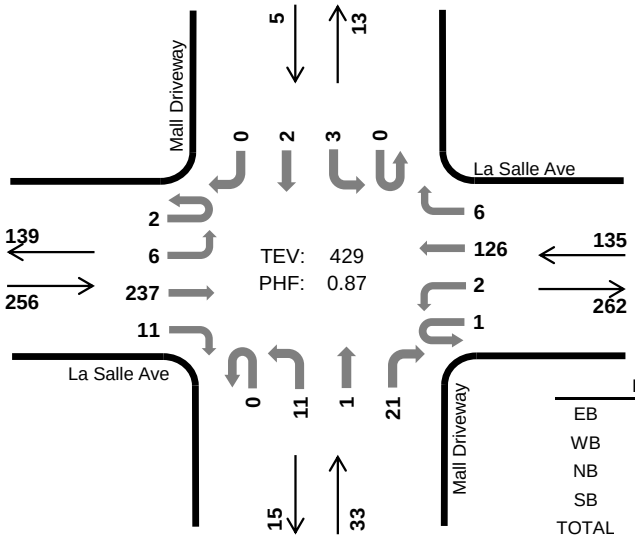
Note: U-Turn volumes for bikes are included in Left-Turn, if any.

Mall Driveway
La Salle Ave

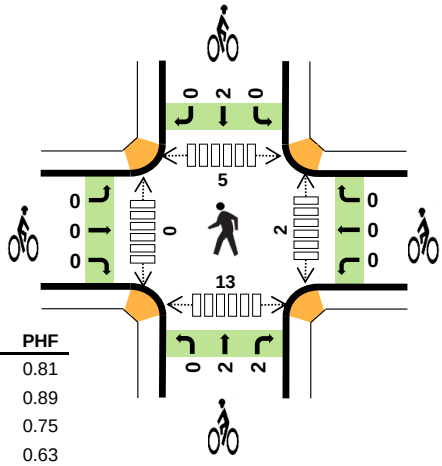
Date: 08/01/2017
Count Period: 4:00 PM to 6:00 PM
Peak Hour: 4:15 PM to 5:15 PM

N

Peak Hour



	HV %:	PHF
EB	2.7%	0.81
WB	1.5%	0.89
NB	0.0%	0.75
SB	0.0%	0.63
TOTAL	2.1%	0.87



Two-Hour Count Summaries

Interval Start		La Salle Ave Eastbound UT	LT	TH	RT	La Salle Ave Westbound UT	LT	TH	RT	Mall Driveway Northbound UT	LT	TH	RT	Mall Driveway Southbound UT	LT	TH	RT	15-min Total	Rolling One Hour
4:00 PM		0	2	48	3	0	2	28	3	0	3	2	2	0	0	1	0	94	0
4:15 PM		**2**	**2**	**49**	**1**	**0**	**0**	**33**	**0**	**0**	**0**	**0**	**2**	**0**	**0**	**1**	**0**	**90**	0
4:30 PM		**0**	**2**	**73**	**4**	**1**	**1**	**30**	**1**	**0**	**5**	**0**	**5**	**0**	**0**	**1**	**0**	**123**	0
4:45 PM		**0**	**1**	**53**	**4**	**0**	**1**	**35**	**2**	**0**	**3**	**1**	**6**	**0**	**1**	**0**	**0**	**107**	414
5:00 PM		**0**	**1**	**62**	**2**	**0**	**0**	**28**	**3**	**0**	**3**	**0**	**8**	**0**	**2**	**0**	**0**	**109**	**429**
5:15 PM		1	0	44	1	0	0	24	4	0	2	0	4	0	3	2	0	85	424
5:30 PM		0	3	62	3	0	2	26	1	0	7	3	0	0	0	0	0	107	408
5:45 PM		0	4	48	3	0	1	30	1	0	1	1	4	0	0	2	2	97	398
Count Total		3	15	439	21	1	7	234	15	0	24	7	31	0	6	7	2	812	0
Peak Hour	**All**	**2**	**6**	**237**	**11**	**1**	**2**	**126**	**6**	**0**	**11**	**1**	**21**	**0**	**3**	**2**	**0**	**429**	**0**
	HV	**1**	**1**	**4**	**1**	**0**	**0**	**2**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**9**	**0**
	HV%	**50%**	**17%**	**2%**	**9%**	**0%**	**0%**	**2%**	**0%**	**-**	**0%**	**0%**	**0%**	**-**	**0%**	**0%**	**-**	**2%**	**0**

Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

Interval Start	Heavy Vehicle Totals EB	WB	NB	SB	Total	Bicycles EB	WB	NB	SB	Total	Pedestrians (Crossing Leg) East	West	North	South	Total
4:00 PM	0	0	0	0	*0*	0	0	1	0	*1*	0	0	0	3	*3*
4:15 PM	**2**	**1**	**0**	**0**	***3***	**0**	**0**	**0**	**1**	***1***	**1**	**0**	**1**	**2**	*4*
4:30 PM	**2**	**1**	**0**	**0**	***3***	**0**	**0**	**0**	**0**	***0***	**1**	**0**	**0**	**5**	*6*
4:45 PM	**2**	**0**	**0**	**0**	***2***	**0**	**0**	**2**	**0**	***2***	**0**	**0**	**3**	**3**	*6*
5:00 PM	**1**	**0**	**0**	**0**	***1***	**0**	**0**	**2**	**1**	***3***	**0**	**0**	**1**	**3**	***4***
5:15 PM	1	2	0	0	*3*	0	0	0	0	*0*	2	1	3	4	*10*
5:30 PM	2	1	0	0	*3*	1	0	0	0	*1*	0	0	0	0	*0*
5:45 PM	0	1	0	0	*1*	0	0	2	1	*3*	0	0	5	4	*9*
Count Total	10	6	0	0	*16*	1	0	7	3	*11*	4	1	13	24	*42*
Peak Hour	**7**	**2**	**0**	**0**	***9***	**0**	**0**	**4**	**2**	***6***	**2**	**0**	**5**	**13**	***20***

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Two-Hour Count Summaries - Heavy Vehicles

Interval Start	La Salle Ave				La Salle Ave				Mall Driveway				Mall Driveway				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:15 PM	**1**	**0**	**1**	**0**	**0**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**3**	0
4:30 PM	**0**	**0**	**2**	**0**	**0**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**3**	0
4:45 PM	**0**	**0**	**1**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**2**	8
5:00 PM	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**9**
5:15 PM	0	0	1	0	0	0	2	0	0	0	0	0	0	0	0	0	3	9
5:30 PM	0	0	2	0	0	0	1	0	0	0	0	0	0	0	0	0	3	9
5:45 PM	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	8
Count Total	1	1	7	1	0	0	6	0	0	0	0	0	0	0	0	0	16	0
Peak Hour	**1**	**1**	**4**	**1**	**0**	**0**	**2**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**9**	**0**

Two-Hour Count Summaries - Bikes

Interval Start	La Salle Ave			La Salle Ave			Mall Driveway			Mall Driveway			15-min Total	Rolling One Hour
	Eastbound			Westbound			Northbound			Southbound				
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT		
4:00 PM	0	0	0	0	0	0	0	1	0	0	0	0	1	0
4:15 PM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**0**	**1**	0
4:30 PM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	0
4:45 PM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**1**	**0**	**0**	**0**	**2**	4
5:00 PM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**1**	**0**	**1**	**0**	**3**	**6**
5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	5
5:30 PM	0	1	0	0	0	0	0	0	0	0	0	0	1	6
5:45 PM	0	0	0	0	0	0	0	0	2	0	1	0	3	7
Count Total	0	1	0	0	0	0	0	3	4	0	3	0	11	0
Peak Hour	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**2**	**2**	**0**	**2**	**0**	**6**	**0**

Note: U-Turn volumes for bikes are included in Left-Turn, if any.

Driveway 1
8/1/2017
IDAX Data Solutions

Time	IN	OUT
11:00	0	0
11:15	0	0
11:30	0	0
11:45	0	1
12:00	0	0
12:15	0	0
12:30	0	0
12:45	0	0
4:00	0	0
4:15	0	0
4:30	0	0
4:45	0	0
5:00	0	0
5:15	0	0
5:30	0	0
5:45	0	0

Total	**0**	**1**

Driveway 2
8/1/2017
IDAX Data Solutions

Time	IN	OUT
11:00	0	1
11:15	0	1
11:30	1	0
11:45	1	0
12:00	0	0
12:15	0	0
12:30	1	0
12:45	3	0
4:00	0	0
4:15	1	0
4:30	0	0
4:45	0	0
5:00	1	0
5:15	0	0
5:30	0	0
5:45	0	0

Total	**8**	**2**

Driveway 4
8/1/2017
IDAX Data Solutions

Time	IN	OUT
11:00	0	0
11:15	0	0
11:30	0	0
11:45	0	0
12:00	0	0
12:15	0	0
12:30	0	1
12:45	0	0
4:00	0	0
4:15	1	0
4:30	1	0
4:45	1	0
5:00	0	0
5:15	0	0
5:30	0	0
5:45	0	0

Total	**3**	**1**

Driveway 5
8/1/2017
IDAX Data Solutions

Time	IN	OUT
11:00	0	0
11:15	0	0
11:30	0	0
11:45	0	0
12:00	0	0
12:15	0	0
12:30	1	0
12:45	0	0
4:00	0	1
4:15	0	0
4:30	0	0
4:45	0	0
5:00	0	1
5:15	0	0
5:30	0	0
5:45	0	0

Total	**1**	**2**

CITY OF SEASIDE
STAFF REPORT

Item No.: 13.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Director

DATE: June 18, 2020

SUBJECT: **INTRODUCTION OF AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE CHAPTER 10.32 ESTABLISHING FOUR HOUR TIME LIMIT AT CITY PARK PARKING LOTS AND ALLOWING OVERNIGHT PARKING ONE NIGHT A WEEK AT THE LAGUNA GRANDE LAKESIDE PARKING LOT. (FIRST READING - ROLL CALL VOTE)**

PURPOSE & RECOMMENDATION

The purpose of this item is to review the draft amendments, and to consider adoption of an Ordinance to amend the Seaside Municipal Code Section 10.32 "Stopping, Standing and Parking" to include the addition of a 4 hour time limit for parking at city parks, and to allow overnight parking one night a week in the Laguna Grande Lakeside parking lot. It is recommended the City Council hold a public hearing on the amendments to Seaside Municipal Code Section 10.32.

BACKGROUND

The City currently has two parks with dedicated parking lots. Laguna Grande Park has three dedicated parking lots with more than seventy parking spaces, while Robert's Lake has two parking lots with thirty two spaces. On any given day these lots can be full with cars and RV's that stay for longer periods of time than the average park user. Some are parked from sun up to sun down. This makes it difficult for Seaside residents and other visitors to the area to access these locations. Instituting a time limit will allow more residents and visitors to access these parks and the coastal trial on a daily

basis.

Additionally, under the third supplement of the proclamation of local emergency, the City of Seaside the City Council ratified item E which is: Suspension of Sleeping in Vehicles Ordinances which applied only to the parking lot at Robert's Lake Park. Over the last eleven weeks both of the parking lots have been full on a consistent basis. There is an obvious need for overnight parking on the peninsula, and amending Seaside Municipal Code Section 10.32 to allow overnight parking one night a week by resolution could potentially lead the way for a regional effort to assist with individuals and families who are experiencing homelessness and living out of their vehicles.

At the May 21, 2020 City Council Meeting, staff presented the idea of amending Seaside Municipal Code Section 10.32 " Stopping, Standing, and Parking" to institute a four hour parking time limit for the parking lots located at Laguna Grande and Robert's Lake park. The amendment would also include allowing overnight parking one night a week in the Robert's Lake parking lot. The City Council directed staff to come back with the proposed amendments to the ordinance.

Staff originally proposed to have the one night a week parking at Robert's Lake, but after further discussion. Staff has decided that having the overnight parking at the Laguna Grande Lakeside parking lot would be easier to monitor than either of the lots at Robert's Lake.

FISCAL IMPACT

There is no fiscal impact associated with amending the Seaside Municipal Code.

ATTACHMENTS

1. Draft Parking Ordinance

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AMENDING CHAPTER 10.32 OF THE SEASIDE MUNICIPAL CODE ESTABLISHING A FOUR HOUR TIME LIMIT AT CITY PARK PARKING LOTS AND ALLOWING OVERNIGHT PARKING ONE NIGHT A WEEK AT LAGUNA GRANDE LAKESIDE PARKING LOT.

WHEREAS, The City desires to increase the ability for more residents and visitors to have access to specific parks, parking lots and coastal access points in the Coastal Zone; and

WHEREAS, The City also recognizes that there is a lack of parking available for members of the public that may be experiencing homelessness and wants to provide a parking solution.

Section 1. GENERAL PURPOSE AND FINDINGS.

A. The purpose of this Ordinance is to amend the Chapter Section 10.32 of the Seaside Municipal Code to establish a four-hour time limit for parking lots at City parks, and to allow overnight parking one night a week at the Lakeside parking lot at Laguna Grande Park.

Now therefore the City Council of the City of Seaside, California does ordain as follows:

Section 2. SUB-SECTION 10.32.031 AMENDED.

Municipal Code Sub-Section 10.32.031 related to definitions is hereby repealed and restated to read as follows:

DRAFT

10.32.031 Overnight parking at Laguna Grande Park, Robert's Lake, Oldemeyer Center and Seaside City Hall parking lots.

A. Unlawful. It is unlawful for the operator of any vehicle to park said vehicle in Laguna Grande Park, Roberts Lake Park and the Seaside City Hall parking lot between the hours of ten p.m. and six a.m. Mondays through Sundays
B. Exemptions:
   1) Persons are allowed to park overnight in the Laguna Grande Lakeside parking lot one night a week, which is designated by resolution and approved by the City Council.
   2) Persons participating in activities sponsored by the city and Seaside city employees or officials who are working or are on official city business are exempt from the provisions of subsection A of this section.

Section 3. SUB-SECTION 10.32.035 ADDED.

Municipal Code Sub-Section 10.32.035 is hereby added to read as follows:

10.32.035 Parking time limited at Laguna Grande Park and Robert's Lake.

A. When authorized signs are in place giving notice thereof, no person shall park any vehicle in the parking lots at Laguna Grande Park or Robert's Lake for a period longer than four hours on any day.
B. Exemptions. Persons participating in activities sponsored by the City and Seaside, or attending a permitted park rental, or city employees or officials who are working or are on official city business are exempt from the provisions of subsection A of this section.

SECTION 4. ENVIRONMENTAL COMPLIANCE

The proposed changes to the Ordinance will not result in direct or indirect changes to the environment and do not meet the definition of project under CEQA. (14 CCR 15378(b))

Section 5. SEVERABILITY.

A. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable.

B. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of

the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be held unconstitutional, invalid or unenforceable.

Section 8. EFFECTIVE DATE.

This Ordinance shall become effective thirty (30) days after its final passage and adoption.

INTRODUCED by the City Council of the City of Seaside this 18th day of June, 2020.

PASSED AND ADOPTED by the City Council of the City of Seaside this _____ day of _____, 2020, by the following roll call vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

APPROVED:

_____

Ian Oglesby, Mayor

ATTEST:

_____

DRAFT

CITY OF SEASIDE
STAFF REPORT

Item No.: 13.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Kimberly Drabner, Finance Director

DATE: June 18, 2020

SUBJECT: **SECOND REVIEW AND CONSIDERATION OF ADOPTION OF THE 2020-2021 GENERAL AND OTHER FUNDS OPERATING BUDGET, CAPITAL OUTLAY BUDGET, CAPITAL IMPROVEMENT BUDGET, POSITION CONTROL LIST AND SALARY SCHEDULE, THE APPROPRIATIONS LIMIT, THE CAPITAL IMPROVEMENT PLAN, AND SET THE RESERVE AMOUNTS AND AUTHORIZE STAFF TO TAKE ACTIONS AS NECESSARY FOR BUDGET IMPLEMENTATION**

PURPOSE & RECOMMENDATION

Adopt resolution approving the 2020-2021 General and Other Funds Operating Budget, Capital Outlay Budget, Capital Improvement Budget, Position Control List and Salary Schedule, the Appropriations Limit, the Capital Improvement Plan, and set the reserve amounts and authorize staff to take actions as necessary for budget implementation.

BACKGROUND

On June 11, 2020, the City of Seaside Council received a presentation of the Draft Proposed FY 2020-2021 Budget. The Council reviewed and discussed the Draft Proposed FY2020-2021 Budget, took public comment and discussed potential revisions.

In addition to minor administrative error corrections, the attached Proposed FY2020-2021 Budget includes the following substantive revisions:

Budget Decreases / Revenue Increases

1. Elimination of the Water Authority budget allocation	- $ 32,560
2. Cutting (proposed new) Youth Employment & Tutoring by 50%	- $ 132,000
3. Adding Sand City settlement revenue	+$ 364,522
4. Decreasing Police overtime	- $ 116,500

The Police overtime budget was reduced to more closely reflect historical spending patterns.

The positive budgetary impact of the above revisions 1 - 4 is $645,582.

Budget Increases

A. Seaside Chamber of Commerce membership	+ $ 900
B. Casa de Noche Buena funding	+ $ 33,390
C. Adding Senior Planner	+ $ 101,000
D. Adding Summer Youth Experience Program funding	+ $ 46,000
E. Adding Community Support Services in Rec budget	+ $ 180,000

The Senior Planner was added to address general planning needs in the community and was impacted by a recruitment decision by a finalist following the June 11 Council meeting. The Summer Youth Experience program addition to the budget reflects an error in not budgeting for the program. The addition of Community Support Services in the Rec budget reflects the idea that police officers are not the optimal response to social service needs in communities. While counties have historically been responsible for such services, budgeting for the equivalent of two full-time, professionally qualified employees allows the City to be prepared to fund enhanced services, either by contract or by direct employment. The scope of services and method of providing the services by City employment or contract requires continued community engagement.

The negative budgetary impact of the revisions A – E is $361,850, for a net positive budgetary impact of $283,732.

The Council should keep in mind that the fiscal environment is and will likely continue to be extraordinarily unsettled in the months ahead. Consequently, the more traditional pre-occupation with sharpening the annual budget to a fine edge is an exercise with limited value. Any budget the Council approves will require constant monitoring and revision until the world, national, state, regional and local economies stabilize.

FISCAL IMPACT

$2,736,079 expected use of reserves.

ATTACHMENTS

1. FY2020-2021 Budget Resolution

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

RESOLUTION NO. 20-XX and 20- XX SA

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

ADOPTING THE ANNUAL OPERATING BUDGET, OTHER FUNDS BUDGETS, THE CAPITAL OUTLAY BUDGET, THE CAPITAL IMPROVEMENT BUDGET AND FIVE YEAR PLAN, THE POSITION CONTROL LIST AND SALARY SCHEDULE, THE ANNUAL APPROPRIATIONS LIMIT, AND THE RESERVE BALANCES OF THE CITY OF SEASIDE FOR THE FISCAL YEAR 2020-2021 AND AUTHORIZING ACTIONS AS NECESSARY FOR BUDGET IMPLEMENTATION

WHEREAS, the City Council of the City of Seaside and the Agency Board of the Successor Agency to the Redevelopment Agency of the City of Seaside has considered the Proposed 2020-2021 Budget and Plan, the Position Control List and Salary Schedule, the Annual Appropriations Limit, and the Reserve Balances; and

WHEREAS, the City Council and the Agency Board has reviewed the aforementioned documents and made desired modifications; and

WHEREAS, the City Council and the Agency Board is required to adopt a balanced budget in which total appropriations do not exceed estimated revenues and/or other available funds; and

WHEREAS, the City Council is required to adopt an Annual Appropriations Limit and Reserve Balances.

NOW, THEREFORE BE IT RESOLVED, that the City Council and the Agency Board of the City of Seaside adopts the following:

1. The 2020-2021 General Fund Operating Budget, as may be modified;

2. The 2020-2021Other Funds Budgets, as may be modified;

3. The 2020-2021 Capital Outlay Budget, as may be modified;

4. The 2020-2021 Capital Improvement Budget, as may be modified and the 2021-2022 through 2024-2025 Capital Improvement Plan;

5. The 2020-2021 Position Control List and Salary Schedule;

6. Personnel costs are appropriated with the following restrictions: a) Authorized positions are limited to the positions approved and the funds appropriated for the approved positions; b) The City Manager may authorize filling vacant, approved positions, as necessary, restricted to the funds available.

7. Adjustments within a department that do not impact the total departmental budget may be proposed by the Department Head and approved by the City Manager and

Finance Director. Budget adjustments that will impact the departmental total require City Council approval.

8. Authorize other actions as necessary to implement the 2020-2021 Budget.

9. The Finance Director shall make any modifications authorized by the City Council to the 2020-2021 Budget prior to publication. The 2020-2021 Adopted Budget will be published as required by the Municipal Code and City Ordinance.

10. The appropriations limit for the Fiscal Year 2020-2021, in accordance with Article XIIIB of the California State Constitution, calculated as follows:

2020-2021 Appropriations Limit Adjustment Factors:	
Increase in Per Capita Personal Income Factor	1.0373
Population Change Factor (Monterey County Factor)	
0.9969 Combined Factor	
1.0341	
2020-2021 Appropriations Limit	$ 35,567,783
2020-2021 Appropriations Subject to the Limit	$ 23,541,876
2020-2021 Limit in Excess of Appropriations	$ 12,025,907

13. In accordance with Section 3.12 of the City of Seaside Municipal Code and Government Accounting Standard #54, the City Council is required to set Reserve amounts each fiscal year. The Proposed 2020-2021 Budget establishes Reserves at 93.14% of the Municipal Code minimums. The following is the proposed distribution of Reserves:

Capital Reserve-Committed	$ 1,552,100
Special Reserve-Committed	$ 3,104,201
Emergency Reserve-Committed	$ 4,656,301
Total committed reserves at year end	$ 9,312,602

PASSED AND ADOPTED at a meeting of the City Council of the City of Seaside and the Agency Board of the Successor Agency to the Redevelopment Agency of the City of Seaside duly held on the 18th day of June, 2020 by the following vote:

AYES: COUNCIL/BOARD MEMBERS:
NOES: COUNCIL/BOARD MEMBERS:
ABSENT: COUNCIL/BOARD MEMBERS:
ABSTAIN: COUNCIL/BOARD MEMBERS:

_____
Ian N. Oglesby, Mayor/Chair

ATTEST:

_____

Lesley Milton, City Clerk and Agency Secretary

CITY OF SEASIDE
STAFF REPORT

Item No.: 13.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Kimberly Drabner, Finance Director

DATE: June 18, 2020

SUBJECT: **CONSIDER ADOPTION OF A RESOLUTION TO APPROVE THE PROPOSED 2020-21 FEE SCHEDULE**

PURPOSE & RECOMMENDATION

Adopt a resolution approving the Fiscal Year 2020-2021 Proposed Fee Schedule.

BACKGROUND

On February 20, 2014, the City Council adopted ordinance 1013 establishing guidelines for the future increase in charges for the cost of services. Annually, fees will be adjusted by the San Francisco-Oakland-San Jose (Bay Area) Urban Wage Earners and Clerical Workers Consumer Price Index (CPI-W) and may be passed with resolution. The CPI increase from April 2019 - April 2020 is 2.3%. The attached fee schedule includes this increase.

The departments have reviewed the proposed schedule. The Proposed Fee Schedule eliminates a waiver of all City of Seaside planning and building fees in the West Broadway Urban Village Specific Plan Area that were in place for a portion of the 2019-2020 fiscal year.

FISCAL IMPACT

Anticipated revenues from fee collections have been included in the 2020-2021

Proposed Budget.

ATTACHMENTS

1. Draft Resolution
2. Proposed FY2020-2021 Fee Schedule

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

RESOLUTION NO. 20-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPTING THE 2020 - 2021 FEE SCHEDULE OF THE CITY OF SEASIDE

WHEREAS, the City Council of the City of Seaside has considered the Proposed 2020-2021 Fee Schedule; and

WHEREAS, the City Council has made any desired modifications to the Proposed 2020-2021 Fee Schedule.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside adopts the 2020-2021 Fee Schedule. Fee increases will be effective July 19, 2020.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 18th day of June, 2020 by the following vote:

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

_____
Ian N. Oglesby, Mayor

ATTEST:

_____
Lesley Milton, City Clerk

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF FINANCE & CITY CLERK FEES

		19/20 Adopted (3.7%)	20/21 Proposed (2.3%)
FINANCE			
	Short Term Rental Application Fee		$ 250
	Late Short Term Rental Application Renewal Fee		$ 250
	Business License Application Fee	$ 15	$ 15
	Business License Schedule of License Fees	Municipal Code 5.04.20 - 5.04.10	Municipal Code 5.04.20 - 5.04.10
	Mailing List (per page)	.10 + cost of labels	$0.10 + cost of labels
	City Budget-Paper	$ 59	$ 60
	Bingo Permit	$ 59	$ 60
	Delinquent Invoice-1st Notice	$ 6	$ 6
	Delinquent Invoice-2nd Notice	$ 11	$ 11
	Returned Check-1st	$ 31	$ 32
	Returned Check-2nd	$ 36	$ 37
CITY CLERK			
	Public Record Copies - standard 8.5" x 11", black and white	$ 0.10	$ 0.10
	Public Record Copies - Color or non-standard sizes	cost of duplication	cost of duplication
	Mailing copy of requested document or CD	Cost of duplication plus postage	Cost of duplication plus postage
	City Council Agenda mailing subscription (annual)		$ 55
	City Council Agenda Packet (per packet)		$0.10 per page
	Records on Thumb Drives		$ 15
	Notary Fee (State Code) per signature	$ 11	$ 11

CITY OF SEASIDE							
BUILDING PLAN REVIEW AND INSPECTION							
	Fee	18/19 Fee	19/20 Adopted (3.7%)	20/21 Proposed (2.3%)	20/21 Adopted (2.3%)	Difference 20/21 - 19/20
BUILDING DIVISION FEES						
ADMINISTRATIVE CITATIONS						
First Offense		$ 288	$ 299	$ 306	$ 306	$ 7
Repeated Violations		$ 577	$ 598	$ 612	$ 612	$ 14
Work with out a Permit-Investigative Fee		Equal to Permit Fee not to exceed $500	Equal to Permit Fee not to exceed $500	Equal to Permit Fee not to exceed $500	Equal to Permit Fee not to exceed $500	Equal to Permit Fee-not to exceed $500
Notice of Violation Recordation Fee		$ 276	$ 286	$ 293	$ 293	$ 7
Notice of Violation Expungement Fee		$ 276	$ 286	$ 293	$ 293	$ 7
New Address/Address Change		$ 125	$ 130	$ 133	$ 133	$ 3
AB717 Training Fee		Cost	Cost	Cost	Cost	Cost
Certified Access Specialist (CASP) Plan Review Fee		Cost	Cost	Cost	Cost	Cost
SHORT TERM RENTAL FEES						
Inspection Fee	each			$ 271	$ 271	$ 6
MINOR COMMERCIAL AND RESIDENTIAL IMPROVEMENT PROJECTS						
Application for Unreasonable Hardship Exceptions to Disabled Access Requirements (2 hour minimum)	per hour	$ 1,099	$ 1,140	$ 1,166	$ 1,166	$ 26
Application Request for Substitution of Alternate Materials or Method (2 hour Minimum)	per hour	$ 1,099	$ 1,140	$ 1,166	$ 1,166	$ 26
Board of Appeal Hearing Fee	each	Based on type of use, type of construction and square footage	Based on type of use, type of construction and square footage	Based on type of use, type of construction and square footage	Based on type of use, type of construction and square footage	Based on type of use, type of construction and square footage
Building-like Structures - Misc. Structures (ie, tanks, towers, silos, storage racks, etc.)	each	Based on type of use, type of construction and square footage	Based on type of use, type of construction and square footage	Based on type of use, type of construction and square footage	Based on type of use, type of construction and square footage	Based on type of use, type of construction and square footage
Canopy / Awning	per project	$ 1,099	$ 1,140	$ 1,166	$ 1,166	$ 26
Cellular Tower / Antenna						
Attached	each	$ 3,296	$ 3,418	$ 3,497	$ 3,497	$ 79
Detached	each	$ 3,296	$ 3,418	$ 3,497	$ 3,497	$ 79
Equipment Shelter	each	$ 1,648	$ 1,709	$ 1,748	$ 1,748	$ 39
Certification of Record	each	$ 1,099	$ 1,140	$ 1,166	$ 1,166	$ 26
Commercial Accessibility Upgrade	each	$ 1,099	$ 1,140	$ 1,166	$ 1,166	$ 26
Commercial Coach Installation	each	$ 1,099	$ 1,140	$ 1,166	$ 1,166	$ 26
Deck or Patio (Covered) - Install/Replace/Repair		Based on type of use, type of construction and square footage	Based on type of use, type of construction and square footage	Based on type of use, type of construction and square footage	Based on type of use, type of construction and square footage	Based on type of use, type of construction and square footage
Engineered, first 300 s.f.	per project					
each additional 300 s.f.	per project					
Non-engineered, first 300 s.f.	per project					
each additional 300 s.f.	per project					
Deck or Patio (Uncovered) - Install/Replace/Repair		Based on type of use, type of construction and square footage			Based on type of use, type of construction and square footage	Based on type of use, type of construction and square footage
Engineered, first 300 s.f.	per project					
each additional 300 s.f.	per project					
Non-engineered, first 300 s.f.	per project					
each additional 300 s.f.	per project					
Deferred Submittal	per project					
Demolition	per project	$ 260	$ 270	$ 276	$ 276	$ 6
Dry rot/Termite Repair	per project	$ 260	$ 270	$ 276	$ 276	$ 6
Fence or Non-Engineered Wall	per project	$ 260	$ 270	$ 276	$ 276	$ 6
Fireplace Retrofit / Chimney Repair	per project	$ -	$ -	$ -	$ -	$ -
Flag, Light, or Sign Pole - Install / Replace	per project	$ 1,099	$ 1,140	$ 1,166	$ 1,166	$ 26
Foundation Repair / Replace (includes piles, piers, or foundation-only systems under existing or partial construction)	per project	$ 2,197	$ 2,278	$ 2,330	$ 2,330	$ 52
Greenhouse or Solarium					$ -	
< 200 sq ft	per project	$ 1,099	$ 1,140	$ 1,166	$ 1,166	$ 26
200 - 1,000 sq ft	per project	$ 2,197	$ 2,278	$ 2,330	$ 2,330	$ 52
> 1,000 sq ft	per project	$ 2,747	$ 2,849	$ 2,915	$ 2,915	$ 66

CITY OF SEASIDE							
BUILDING PLAN REVIEW AND INSPECTION							
	Fee	18/19 Fee	19/20 Adopted (3.7%)	20/21 Proposed (2.3%)	20/21 Adopted (2.3%)	Difference 20/21 - 19/20
Minor Repairs (for items otherwise not listed, for the purpose of reconstruction, renewal, or maintenance of any part of an existing structure - requiring not more than two inspections) **(Includes Mechanical equipment with structural modifications)**	per project	$ 260	$ 270	$ 276	$ 276	$ 6
Outsourced Plan Review Processing Fee	per hour	$ 549	$ 569	$ 582	$ 582	$ 13
Partition	per project	$ 260	$ 270	$ 276	$ 276	$ 6
Pools and Spas - Commercial						
Pool & Spa Combo	per project	$ 2,197	$ 2,278	$ 2,330	$ 2,330	$ 52
Pool - New Install	per project	$ 2,197	$ 2,278	$ 2,330	$ 2,330	$ 52
Pool - Remodel	per project	$ 1,099	$ 1,140	$ 1,166	$ 1,166	$ 26
Spa - New Install	per project	$ 1,099	$ 1,140	$ 1,166	$ 1,166	$ 26
Pools and Spas - Residential - Above Ground		$ 173	$ 179	$ 183	$ 183	$ 4
Registration of Abandoned Property		$ 57	$ 59	$ 60	$ 60	$ 1
Re-Plastering, or Wet Sand Blasting						
< 20 sq ft	per project	$ 823	$ 853	$ 873	$ 873	$ 20
20 - 200 sq ft	per project	$ 823	$ 853	$ 873	$ 873	$ 20
> 200 sq ft	per project	$ 823	$ 853	$ 873	$ 873	$ 20
Re-Roof: $157 for 1st 10 Squares. Add $75 for each additional Squares		$ 173	$ 179	$ 183	$ 183	$ 4
Retaining Wall						
Engineered	per project	$ 346	$ 359	$ 367	$ 367	$ 8
Non-Engineered	per project	$ 260	$ 270	$ 276	$ 276	$ 6
Seizmic Retrofit						
< 5,000 Sq Ft	per project	$ 2,471	$ 2,562	$ 2,621	$ 2,621	$ 59
> 5,000 Sq Ft.	per project	$ 3,570	$ 3,702	$ 3,787	$ 3,787	$ 85
Stair Repair / Replace	per project	$ 260	$ 270	$ 276	$ 276	$ 6
Siding / Stucco	per project	$ 260	$ 270	$ 276	$ 276	$ 6
Sign						
Non-Illuminated	per project	$ 173	$ 179	$ 183	$ 183	$ 4
Illuminated	per project	$ 173	$ 179	$ 183	$ 183	$ 4
Monument	per project	$ 1,099	$ 1,140	$ 1,166	$ 1,166	$ 26
Solar / PV System -						
Residential Permit and Inspection-$500 plus $15 per kilowatt for each above 15kw	per project	Variable	Variable	Variable	Variable	Variable
Non-Residential and commercial-$1,000 plus $7 per kilowatt for each kilowatt between 51kw and 250 kw, plus $5 for every kilowatt above 250 kw	per project	Variable	Variable	Variable	Variable	Variable
Substandard Structure Inspection (includes code enforcement report)	per project	$ 1,099	$ 1,140	$ 1,166	$ 1,166	$ 26
Certificate of Occupancy		$ 189	$ 196	$ 201	$ 201	$ 5
Temporary Certificate of Occupancy	per project	189 + deposit	$196 + deposit	$201 + deposit	$201 + deposit	$ 5
Trailer Coach Tiedown Inspection	per project	$ 1,099	$ 1,140	$ 1,166	$ 1,166	$ 26
Garage Door Replacement		$ 173	$ 179	$ 183	$ 183	$ 4
Window / Door - Non-Structural						
First 10 windows / doors	per project	$ 260	$ 270	$ 276	$ 276	$ 6
each add'l 10 windows/doors	per project	$ 87	$ 90	$ 92	$ 92	$ 2
Window / Door - Structural						
First 10 windows / doors	per project	$ 346	$ 359	$ 367	$ 367	$ 8
each add'l 10 windows/doors	per project	$ 116	$ 120	$ 123	$ 123	$ 3
Additional Plan Check required in excess of standard	per hour	$261/Hour Minimum	$271/Hour Minimum	$277/Hour Minimum	$277/Hour Minimum	$ 6
Additional Inspection required in excess of standard / ReInspection	per hour	$261/Hour Minimum	$271/Hour Minimum	$277/Hour Minimum	$277/Hour Minimum	$ 6
Plan Check outside of normal business hours or applicant requested fast-tracking (3 hour minimum)	per hour	$ 1,648	$ 1,709	$ 1,748	$ 1,748	$ 39
Plan Check outside of normal business hours or applicant requested fast-tracking (4 hour minimum)	per hour	$ 2,197	$ 2,278	$ 2,330	$ 2,330	$ 52

CITY OF SEASIDE							
BUILDING PLAN REVIEW AND INSPECTION							
	Fee	18/19 Fee	19/20 Adopted (3.7%)	20/21 Proposed (2.3%)	20/21 Adopted (2.3%)	Difference 20/21 - 19/20
MECHANICAL, PLUMBING, AND ELECTRICAL PERMITS (Not associated with an existing building permit)						
Plan Review	per hour	$ 549	$ 569	$ 582	$ 582	$ 13
Other Mechanical, Plumbing, or Electrical Inspections not otherwise listed below	per hour	$ 260	$ 270	$ 276	$ 276	$ 6
Mechanical Permit Fees						
Install/Relocate each forced air or gravity-type furnace or burner (including attached ducts and vents)		$ 346	$ 359	$ 367	$ 367	$ 8
Repair/alteration/addition to each heating appliance, refrigeration unit, cooling unit, absorption unit or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by code.		$30/each w/ $261 Minimum	$31/each w/ $271 Minimum	$31/each w/ $273 Minimum	$31/each w/ $273 Minimum	$0 / $2
Install, relocate each boiler or compressor, up to and including 3 HP, or each absorption system up to and including 100,000 Btu/hr		$ 461	$ 478	$ 489	$ 489	$ 11
Each air-handling unit, including attached ducts. (Note: this fee shall not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler, or absorption unit for which a permit is required elsewhere		$ 461	$ 478	$ 489	$ 489	$ 11
Each ventilation system which is not a portion of any heating or air conditioning system authorized by a permit.		$ 1,372	$ 1,423	$ 1,456	$ 1,456	$ 33
Residential - installation of each hood which is served by mechanical exhaust, including the ducts for such hood		$ 260	$ 270	$ 276	$ 276	$ 6
Commercial - installation of each hood which is served by mechanical exhaust, including the ducts for such hood		$ 3,020	$ 3,132	$ 3,204	$ 3,204	$ 72
Each appliance or piece of equipment regulated by this code but not classed in other appliance categories, or for which no other fee is listed in the code		$ 260	$ 270	$ 276	$ 276	$ 6
Plumbing and Gas Permit Fees						
Each plumbing fixture or trap or set of fixtures on one trap (including water, drainage, piping, and backflow protection therefore)		$30/each w/ $261 Minimum	$31/each w/ $271 Minimum	$31/each w/ $273 Minimum	$31/each w/ $273 Minimum	$0 / $2
Each building sewer		$ 260	$ 270	$ 276	$ 276	$ 6
Each water heater and/or vent		$ 173	$ 179	$ 183	$ 183	$ 4
Installation, alteration, or repair of wall heater		$ 173	$ 179	$ 183	$ 183	$ 4
Each industrial waste pretreatment interceptor including its trap and vent, excepting kitchen-type grease interceptors functioning as fixture traps		$ 1,648	$ 1,709	$ 1,748	$ 1,748	$ 39
Installation, alteration, or repair of water piping and/or water treating equipment		$261 - For single line	$271 - For single line	$277 - For single line	$277 - For single line	$ 6
Installation, alteration, or repair of gas piping and/or gas treating equipment		$261 - For single line	$271 - For single line	$277 - For single line	$277 - For single line	$ 6
Repair or alteration of drainage or vent piping		$261 - For single line	$271 - For single line	$277 - For single line	$277 - For single line	$ 6
		$346 - For multiple lines	$359 - For multiple lines	$367 - For multiple lines	$367 - For multiple lines	$ 8
Each lawn sprinkler system on any one meter, including backflow protection devices		$ 260	$ 270	$ 276	$ 276	$ 6
Backflow devices not included in other fee services (e.g., building sewer) each unit		$ 260	$ 270	$ 276	$ 276	$ 6
Gas test		$ 173	$ 179	$ 183	$ 183	$ 4
Sewer lateral test		$ 260	$ 270	$ 276	$ 276	$ 6
Electrical Permit Fees						
Temporary Power Service						
Temporary service power pole or pedestal, including all pole or pedestal-mounted receptacle outlets and appurtenances		$261 - If not incl. w/ new permit	$271 - If not incl. w/ new permit	$277 - If not incl. w/ new permit	$277 - If not incl. w/ new permit	$ 16
Temporary distribution system and temporary lighting and receptacle outlets for construction sites, decorative lighting, Christmas tree sales lots, etc.		$ 260	$ 270	$ 276	$ 276	$ 6
15 or 20 amp - each 10 circuits		$ 260	$ 270	$ 276	$ 276	$ 6
25 to 40 amp circuits		$ 823	$ 853	$ 873	$ 873	$ 20
50 to 175 amp circuits		$ 823	$ 853	$ 873	$ 873	$ 20

CITY OF SEASIDE							
BUILDING PLAN REVIEW AND INSPECTION							
	Fee	18/19 Fee	19/20 Adopted (3.7%)	20/21 Proposed (2.3%)	20/21 Adopted (2.3%)	Difference 20/21 - 19/20
Receptacle, Switch and Lighting Outlets						
Receptacle, switch and lighting outlets at which current is used or controlled, except services, feeders and meters						
Each 10 (or portion thereof)		$ 260	$ 270	$ 276	$ 276	$ 6
Residential Appliances						
Fixed residential appliances or receptacle outlets for same, including wall-mounted electric ovens, counter mounted cooking tops, electric ranges, self-contained room console or through-wall air conditioners, space heaters, food waste grinders, dishwashers, washing machines, water heaters, clothes dryers, or other motor-operated appliances not exceeding one horsepower (HP) in rating.		$11.04 each w/ $162 Minimum	$11.45 each w/ $168 Minimum	$11.53 each w/ $169 Minimum	$11.53 each w/ $169 Minimum	$0.08 / $1
Non-residential Appliances						
Residential appliances and self-contained factory-wired nonresidential appliances, including medical and dental devices, food, beverage, and ice cream cabinets; illuminated show cases, drinking fountains, vending machines, laundry machines, or other		$23.16 each w/ $251 Minimum	$24.02 each w/ $260 Minimum	$24.19 each w/ $262 Minimum	$24.19 each w/ $262 Minimum	$0.17 / $2
Power Apparatus						
Motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment, and other apparatus, as follows: Note: these fees include all switches, circuit break		$ 260	$ 270	$ 276	$ 276	$ 6
Busways						
Trolley and plug-in-type busways - each 100 l.f. or fraction thereof (An additional fee will be required for lighting fixtures, motors and other appliances that are connected to trolley and plug-in type busways. No fee is required for portable tools.		$261 for each 100 feet	$271 for each 100 feet	$277 for each 100 feet	$277 for each 100 feet	$ 6
New Services or Additional Panels						
Services Note: An additional fee may apply (underground) or (overhead) to Power Company for reconnection or upgrade of any service		$ 260	$ 270	$ 276	$ 276	$ 6
600 volts or less and not over 200 amperes in rating		$ 260	$ 270	$ 276	$ 276	$ 6
600 volts or less and over 200 amperes in rating		$ 346	$ 359	$ 367	$ 367	$ 8
600 volts or over 1,000 amperes in rating		$ 260	$ 270	$ 276	$ 276	$ 6
Miscellaneous Apparatus, Conduits, and Conductors						
Electrical apparatus, conduits, and conductors for which a permit is required, but for which no fee is set forth. (This fee is not applicable when a fee is paid for one or more services, outlets, fixtures, appliances, power apparatus, busways, signs)		$ 260	$ 270	$ 276	$ 276	$ 6
Plan review						
Hourly Rate		$ 260	$ 270	$ 276	25% Original Fee	$ 6
90 Day Plan Review Extension		25% Original Fee	25% Original Fee	25% Original Fee	25% Original Fee	

CITY OF SEASIDE
BUILDING DEPARTMENT
2020-21 Fees for New Construction, Additions and Major Remodels - Plan Check

Occupancy Type and Class	Fee Unit	Fire Rating Type I, II		Fire Rating Type IIA, III, IVA		Fire Rating Type IIB, IIB, IV, VB	
		Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds
	2						
LEVEL OF EFFORT		***1.5***		***1.25***		***1***	
Commercial Uses - Structural (All newly constructed, added, or structurally remodeled space for non-residential occupancies classified as CBC Group A, B, E, F, H, I, M, S or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule							
Square Footage:							
500	per project	$ 4,698.61	$ 1.04	$ 3,132.41	$ 0.70	$ 2,505.93	$ 0.56
2,000	per project	$ 6,264.10	$ 1.74	$ 4,176.07	$ 1.16	$ 3,340.86	$ 0.93
5,000	per project	$ 11,483.12	$ 1.46	$ 7,655.42	$ 0.97	$ 6,124.33	$ 0.78
10,000	per project	$ 18,794.49	$ 0.84	$ 12,529.66	$ 0.56	$ 10,023.73	$ 0.45
25,000	per project	$ 31,322.67	$ 1.25	$ 20,881.78	$ 0.84	$ 16,705.42	$ 0.67
Commercial Residential and Multifamily Residential Uses - (All newly constructed, added, or structurally remodeled space for residential occupancies classified as CBC Group R (except R-3), or other residential occupancies not specifically addressed elsewhere in this Fee Schedule							
Square Footage:							
1,000	per project	$ 6,264.10	$ 0.78	$ 4,176.07	$ 0.52	$ 3,340.86	$ 0.42
5,000	per project	$ 9,397.24	$ 0.94	$ 6,264.83	$ 0.63	$ 5,011.86	$ 0.50
10,000	per project	$ 14,096.05	$ 0.48	$ 9,397.36	$ 0.32	$ 7,517.89	$ 0.26
50,000	per project	$ 33,409.96	$ 0.33	$ 22,273.31	$ 0.22	$ 17,818.64	$ 0.18
100,000	per project	$ 50,114.96	$ 0.50	$ 33,409.97	$ 0.33	$ 26,727.98	$ 0.27
Attached and Detached Accessory and Utility Uses - (All newly constructed, added, or structurally remodeled space for utility and accessory occupancies classified as CBC Group U, or other utility and accessory occupancies not specifically addressed elsewhere in this Fee Schedule							
Square Footage:							
100	per project	$ 260.91	$ 2.61	$ 173.94	$ 1.74	$ 139.15	$ 1.39
200	per project	$ 521.82	$ 1.30	$ 347.88	$ 0.87	$ 278.30	$ 0.70
600	per project	$ 1,043.65	$ 1.30	$ 695.77	$ 0.87	$ 556.62	$ 0.70
1,000	per project	$ 1,565.47	$ 0.52	$ 1,043.65	$ 0.35	$ 834.92	$ 0.28
1,500	per project	$ 1,826.38	$ 0.52	$ 1,217.59	$ 0.35	$ 974.07	$ 0.28
2,000	per project	$ 2,087.29	$ 1.04	$ 1,391.53	$ 0.70	$ 1,113.22	$ 0.56

CITY OF SEASIDE
BUILDING DEPARTMENT
2020-21 Fees for New Construction, Additions and Major Remodels - Plan Check

Occupancy Type and Class	Fee Unit	Fire Rating Type I, II		Fire Rating Type IIA, III, IVA		Fire Rating Type IIB, IIB, IV, VB	
		Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds
	2						
LEVEL OF EFFORT		***1.5***		***1.25***		***1***	
Shell Buildings for all Commercial Uses - (The enclosure for all newly constructed, added, or structurally remodeled space for non-residential occupancies classified as CBC Group A, B, E, F, H, I, M, S or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule							
Square Footage:							
500	per project	$ 5,111.98	$ 1.46	$ 3,407.98	$ 0.97	$ 2,726.39	$ 0.78
2,000	per project	$ 7,301.95	$ 1.22	$ 4,867.97	$ 0.81	$ 3,894.37	$ 0.65
5,000	per project	$ 10,953.95	$ 0.88	$ 7,302.63	$ 0.58	$ 5,842.11	$ 0.47
10,000	per project	$ 15,335.93	$ 0.80	$ 10,223.95	$ 0.53	$ 8,179.16	$ 0.42
25,000	per project	$ 27,263.18	$ 1.09	$ 18,175.45	$ 0.73	$ 14,540.36	$ 0.58
Commercial Tenant Improvement - Non Structural - (Non-structurally remodeled space for non-residential occupancies classified as CBC Group A, B, E, F, H, I, M, S or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule							
Square Footage:							
500	per project	$ 3,133.14	$ 1.04	$ 2,088.76	$ 0.70	$ 1,671.01	$ 0.56
2,000	per project	$ 4,698.61	$ 0.78	$ 3,132.41	$ 0.52	$ 2,505.93	$ 0.42
5,000	per project	$ 7,046.83	$ 0.47	$ 4,697.89	$ 0.31	$ 3,758.31	$ 0.25
10,000	per project	$ 9,397.24	$ 0.42	$ 6,264.83	$ 0.28	$ 5,011.86	$ 0.22
25,000	per project	$ 15,661.32	$ 0.63	$ 10,440.88	$ 0.42	$ 8,352.71	$ 0.33
One and Two Family Dwellings - Model Home or Custom Plan Review - (All newly constructed space for residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere)							
Square Footage:							
1,000	per project	$ 8,614.50	$ 1.57	$ 5,743.00	$ 1.04	$ 4,594.40	$ 0.83
2,500	per project	$ 10,962.71	$ 2.61	$ 7,308.48	$ 1.74	$ 5,846.78	$ 1.39
4,000	per project	$ 14,878.60	$ 4.05	$ 9,919.07	$ 2.70	$ 7,935.25	$ 2.16
6,000	per project	$ 22,969.08	$ 2.61	$ 15,312.72	$ 1.74	$ 12,250.18	$ 1.39
8,000	per project	$ 28,189.53	$ 3.52	$ 18,793.02	$ 2.35	$ 15,034.42	$ 1.88

CITY OF SEASIDE
BUILDING DEPARTMENT
2020-21 Fees for New Construction, Additions and Major Remodels - Plan Check

Occupancy Type and Class	Fee Unit	Fire Rating Type I, II		Fire Rating Type IIA, III, IVA		Fire Rating Type IIB, IIB, IV, VB	
		Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds
	2						
LEVEL OF EFFORT		***1.5***		***1.25***		***1***	
Residential Repeat / Subsequent Lot Plan Check	per project	$ 417.46	N/A	$ 417.46	N/A	$ 417.46	N/A
One and Two Family Dwellings - Inspection - (All newly constructed space for residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere in this Fee Schedule							
Square Footage:							
1,000	per project	$ -	$ -	$ -	$ -	$ -	$ -
2,500	per project	$ -	$ -	$ -	$ -	$ -	$ -
4,000	per project	$ -	$ -	$ -	$ -	$ -	$ -
6,000	per project	$ -	$ -	$ -	$ -	$ -	$ -
8,000	per project	$ -	$ -	$ -	$ -	$ -	$ -
Structural Residential Remodels and Additions - (All newly constructed additions to, or structurally remodeled areas of, residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere in this Fee Schedule							
Square Footage:							
200	per project	$ 1,304.56	$ 1.30	$ 869.71	$ 0.87	$ 695.77	$ 0.70
600	per project	$ 1,826.38	$ 1.32	$ 1,217.59	$ 0.88	$ 974.07	$ 0.70
1,000	per project	$ 2,354.79	$ 1.03	$ 1,569.86	$ 0.69	$ 1,255.89	$ 0.55
1,500	per project	$ 2,872.23	$ 1.04	$ 1,914.82	$ 0.70	$ 1,531.86	$ 0.56
2,000	per project	$ 3,394.05	$ 1.70	$ 2,262.70	$ 1.13	$ 1,810.16	$ 0.91
Non-Structural Residential Remodels and Additions - (All newly constructed additions to, or non-structurally remodeled areas of, residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere in this Fee Schedule							
Square Footage:							
200	per project	$ 1,043.65	$ 1.30	$ 695.77	$ 0.87	$ 556.62	$ 0.70
600	per project	$ 1,565.47	$ 1.30	$ 1,043.65	$ 0.87	$ 834.92	$ 0.70
1,000	per project	$ 2,087.31	$ 1.04	$ 1,391.54	$ 0.70	$ 1,113.23	$ 0.56
1,500	per project	$ 2,609.13	$ 1.05	$ 1,739.42	$ 0.70	$ 1,391.53	$ 0.56
2,000	per project	$ 3,133.14	$ 1.57	$ 2,088.76	$ 1.04	$ 1,671.01	$ 0.84

CITY OF SEASIDE
BUILDING DEPARTMENT
2020-21 Fees for New Construction, Additions and Major Remodels - Inspection

Occupancy Type and Class	Fee Unit	Fire Rating Type I, II		Fire Rating Type IIA, III, IVA		Fire Rating Type IIB, IIB, IV, VB	
		Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds
	2						
LEVEL OF EFFORT		***1.5***		***1.25***		***1***	
Commercial Uses - Structural (All newly constructed, added, or structurally remodeled space for non-residential occupancies classified as CBC Group A, B, E, F, H, I, M, S or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule							
Square Footage:							
500	per project	$ 5,011.28	$ 0.79	$ 4,176.07	$ 2.38	$ 3,340.86	$ 0.53
2,000	per project	$ 6,193.50	$ 1.83	$ 7,741.87	$ 2.29	$ 4,129.00	$ 1.22
5,000	per project	$ 11,694.15	$ 2.67	$ 14,617.69	$ 3.34	$ 7,796.10	$ 1.78
10,000	per project	$ 25,058.14	$ 0.78	$ 31,322.67	$ 0.97	$ 16,705.42	$ 0.52
25,000	per project	$ 36,752.27	$ 1.47	$ 45,940.34	$ 1.84	$ 24,501.51	$ 0.98
Commercial Residential and Multifamily Residential Uses - (All newly constructed, added, or structurally remodeled space for residential occupancies classified as CBC Group R (except R-3), or other residential occupancies not specifically addressed elsewhere in this Fee Schedule							
Square Footage:							
1,000	per project	$ 6,263.66	$ 0.94	$ 5,219.72	$ 1.83	$ 4,175.77	$ 0.63
5,000	per project	$ 10,022.55	$ 1.50	$ 12,528.19	$ 1.88	$ 6,681.70	$ 1.00
10,000	per project	$ 17,540.34	$ 0.61	$ 21,925.43	$ 0.76	$ 11,693.56	$ 0.40
50,000	per project	$ 41,763.55	$ 0.47	$ 52,204.44	$ 0.58	$ 27,842.37	$ 0.31
100,000	per project	$ 65,150.09	$ 0.65	$ 81,437.61	$ 0.81	$ 43,433.39	$ 0.43
Attached and Detached Accessory and Utility Uses - (All newly constructed, added, or structurally remodeled space for utility and accessory occupancies classified as CBC Group U, or other utility and accessory occupancies not specifically addressed elsewhere in this Fee Schedule							
Square Footage:							
100	per project	$ 417.47	$ 4.17	$ 347.89	$ 3.48	$ 278.31	$ 2.78
200	per project	$ 834.92	$ 0.52	$ 695.77	$ 1.52	$ 556.62	$ 0.35
600	per project	$ 1,043.65	$ 0.52	$ 1,304.56	$ 0.65	$ 695.77	$ 0.35
1,000	per project	$ 1,252.38	$ 0.83	$ 1,565.47	$ 1.04	$ 834.92	$ 0.56
1,500	per project	$ 1,669.85	$ 0.83	$ 2,087.31	$ 1.04	$ 1,113.23	$ 0.56
2,000	per project	$ 2,087.30	$ 1.04	$ 2,609.13	$ 1.30	$ 1,391.53	$ 0.70

CITY OF SEASIDE
BUILDING DEPARTMENT
2020-21 Fees for New Construction, Additions and Major Remodels - Inspection

Occupancy Type and Class	Fee Unit	Fire Rating Type I, II		Fire Rating Type IIA, III, IVA		Fire Rating Type IIB, IIB, IV, VB	
		Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds
	2						
LEVEL OF EFFORT		***1.5***		***1.25***		***1***	
Shell Buildings for all Commercial Uses - (The enclosure for all newly constructed, added, or structurally remodeled space for non-residential occupancies classified as CBC Group A, B, E, F, H, I, M, S or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule							
Square Footage:							
500	per project	$ 7,517.79	$ 2.51	$ 6,264.83	$ 5.22	$ 5,011.86	$ 1.67
2,000	per project	$ 11,276.68	$ 1.25	$ 14,095.85	$ 1.57	$ 7,517.79	$ 0.84
5,000	per project	$ 15,035.59	$ 0.75	$ 18,794.49	$ 0.94	$ 10,023.73	$ 0.50
10,000	per project	$ 18,792.72	$ 0.64	$ 23,490.90	$ 0.80	$ 12,528.48	$ 0.43
25,000	per project	$ 28,399.57	$ 1.14	$ 35,499.46	$ 1.42	$ 18,933.05	$ 0.76
Commercial Tenant Improvement - Non Structural - (Non-structurally remodeled space for non-residential occupancies classified as CBC Group A, B, E, F, H, I, M, S or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule							
Square Footage:							
500	per project	$ 1,878.57	$ 1.25	$ 1,565.48	$ 2.09	$ 1,252.38	$ 0.84
2,000	per project	$ 3,758.89	$ 0.83	$ 4,698.61	$ 1.04	$ 2,505.93	$ 0.56
5,000	per project	$ 6,263.66	$ 1.00	$ 7,829.57	$ 1.25	$ 4,175.77	$ 0.67
10,000	per project	$ 11,276.68	$ 0.42	$ 14,095.85	$ 0.52	$ 7,517.79	$ 0.28
25,000	per project	$ 17,540.34	$ 0.70	$ 21,925.43	$ 0.88	$ 11,693.56	$ 0.47

CITY OF SEASIDE
BUILDING DEPARTMENT
2020-21 Fees for New Construction, Additions and Major Remodels - Inspection

Occupancy Type and Class	Fee Unit	Fire Rating Type I, II		Fire Rating Type IIA, III, IVA		Fire Rating Type IIB, IIB, IV, VB	
		Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds
	2						
LEVEL OF EFFORT		***1.5***		***1.25***		***1***	
One and Two Family Dwellings - Inspection - (All newly constructed space for residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere in this Fee Schedule.							
Square Footage:							
1,000	per project	$ 10,022.55	$ 2.51	$ 8,352.12	$ 5.92	$ 6,681.70	$ 1.67
2,500	per project	$ 13,781.45	$ 3.34	$ 17,226.82	$ 4.18	$ 9,187.64	$ 2.23
4,000	per project	$ 18,792.72	$ 1.57	$ 23,490.90	$ 1.96	$ 12,528.48	$ 1.04
6,000	per project	$ 21,925.43	$ 1.57	$ 27,406.78	$ 1.96	$ 14,616.95	$ 1.04
8,000	per project	$ 25,058.14	$ 3.13	$ 31,322.67	$ 3.92	$ 16,705.42	$ 2.09
Structural Residential Remodels and Additions - (All newly constructed additions to, or structurally remodeled areas of, residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere in this Fee Schedule.							
Square Footage:							
200	per project	$ 1,252.38	$ 1.04	$ 1,043.65	$ 2.61	$ 834.92	$ 0.70
600	per project	$ 1,669.85	$ 1.04	$ 2,087.31	$ 1.30	$ 1,113.23	$ 0.70
1,000	per project	$ 2,087.30	$ 0.84	$ 2,609.13	$ 1.05	$ 1,391.53	$ 0.56
1,500	per project	$ 2,506.51	$ 1.67	$ 3,133.14	$ 2.09	$ 1,671.01	$ 1.11
2,000	per project	$ 3,341.44	$ 1.67	$ 4,176.79	$ 2.09	$ 2,227.62	$ 1.11
Non-Structural Residential Remodels and Additions - (All newly constructed additions to, or non-structurally remodeled areas of, residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere in this Fee Schedule.							
Square Footage:							
200	per project	$ 1,252.38	$ 1.04	$ 1,043.65	$ 2.61	$ 834.92	$ 0.70
600	per project	$ 1,669.85	$ 1.04	$ 2,087.31	$ 1.30	$ 1,113.23	$ 0.70
1,000	per project	$ 2,087.30	$ 0.84	$ 2,609.13	$ 1.05	$ 1,391.53	$ 0.56
1,500	per project	$ 2,506.51	$ 1.67	$ 3,133.14	$ 2.09	$ 1,671.01	$ 1.11
2,000	per project	$ 3,341.44	$ 1.67	$ 4,176.79	$ 2.09	$ 2,227.62	$ 1.11

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCEHDULE OF PLANNING DEPARTMENT FEES

	19/20 Adopted (3.7%)	20/21 Proposed (2.3%)
PLANNING DEPARTMENT FEES		
AMENDMENTS		
General Plan Amendment	$ 7,781	$ 7,960
Planned Unit Development Amendment ($2,060 + $103 per unit/lot ; used 40 unit lot for comparison)	$ 7,944	$ 8,127
Planning		
PW/Eng		
Zoning Map Amendment	$ 7,781	$ 7,960
Zoning Ordinance (text) Amendment	$ 7,781	$ 7,960
Local Coastal Plan Amendment	$ 7,781	$ 7,960
Use Permit Amendment	$ 865	$ 885
Minor Use Permit Amendment	$ 649	$ 664
Variance Amendment	$ 865	$ 885
Minor Variance Amendment	$ 649	$ 664
Design Review Amendment	$ 649	$ 664
Tentative Parcel Map Amendment	$ 649	$ 664
Tentative Subdivision (Tract) Map Amendment	$ 3,526	$ 3,607
Sphere of Influence Amendment	$ 1,730	$ 1,770
Master Sign Program Amendment	$ 649	$ 664
Develpoment Agreement Amendment	$ 10,807	$ 11,056
Specific Plan Amendment- **$2,000 deposit**	Cost	Cost
ANNEXATION		
Application	$ 10,807	$ 11,056
APPEALS		
Planning Commission (from ZA,BAR & Staff interpretation)	$ 865	$ 885
PW/Eng - only if appeal involved Eng. condition, add fee	$ 164	$ 168
City Council (from Planning Commission)	$ 630	$ 644
PW/Eng - only if appeal involved Eng. condition, add fee	$ 164	$ 168
DESIGN/ARCHITECHURAL REVIEW		
Residential		
One and Two Family - New Construction	$ 1,200	$ 1,200
Planning		
PW/Eng		
Fire		
One and Two Family - Addition that adds less than 50% of the structure	$ 500	$ 500
Planning		
PW/Eng		
Fire		
Multi-family - New Construction	$ 1,200	$ 1,200
Planning		
PW/Eng		
Fire		
Multi-family - Addition that adds less than 50% of the structure	$ 650	$ 665
Planning		
PW/Eng		
Fire		

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCEHDULE OF PLANNING DEPARTMENT FEES

	19/20 Adopted (3.7%)	20/21 Proposed (2.3%)
PLANNING DEPARTMENT FEES		
Commercial		
New Construction (includes shell only)	$ 1,500	$ 1,500
Planning		
PW/Eng		
Fire		
Addition/Remodel that adds less than 50% of the structure	$ 1,100	$ 1,100
Planning		
PW/Eng		
Fire		
Exterior Façade (ex. Window, awning, exterior color change)	$ 500	$ 500
Planning		
Fire		
DEVELOPMENT AGREEMENTS		
Application (includes modifications) - Deposit $25,000	Actual Cost	Actual Cost
Annual Review/Monitoring	$ 865	$ 885
ECONOMIC OPPORTUNITY PLAN		
Unsolicited Proposal Review- Deposit $500	Actual Cost	Actual Cost
ENVIRONMENTAL RVIEW		
Environmental Impact Report	$ 15,129	$ 15,477
Initial Study and Negative Declaration/Mitigated Negative Declaration	$ 4,538	$ 4,642
Mitigated Monitoring	$ 2,594	$ 2,654
Environmental Addendum	$ 4,538	$ 4,642
FENCING		
Fence Exceptions	$ 500	$ 500
HISTORIC AND CULTURAL RESOURCE PRESERVATION		
Historic Landmark Designation	$ 3,243	$ 3,318
Certificate of Appropriateness review	$ 1,730	$ 1,770
Certificate of Appropriateness review - demolition	$ 1,730	$ 1,770
Certificate of Appropriateness review - disaster damage		
LIMITED TERM PERMITS		
Commercial	$ 250	$ 250
Planning		
Fire		
Non-Profit	$ 100	$ 100
Planning		
Fire		
Filming Permits - Actual cost currently (no deposit)	$ 822	$ 841
Planning		
Fire		
Christmas Tree/Pumpkin Lots (Profit)	$ 822	$ 841
Special Events Application	$ 108	$ 110
Neighborhood Block Party	$ 25	$ 25

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCEHDULE OF PLANNING DEPARTMENT FEES

	19/20 Adopted (3.7%)	20/21 Proposed (2.3%)
PLANNING DEPARTMENT FEES		
MISCELLANEOUS		
Home Occupation Permit	$ 71	$ 73
Garage Sale Permit	$ 19	$ 19
Planning - Building Plan Review (incl. plan review and inspection)	$ 217	$ 222
Planning - Re-inspection	$ 217	$ 222
PLANNED UNIT DEVELOPMENT		
Planned Unit Development	$ 7,781	$ 7,960
PRE-APPLICATION REVIEW		
One and Two Family Residential projects Planning PW/Eng	$ 623	$ 637
Commercial and Multi-family projects (50,000 sq ft or less) Planning PW/Eng	$ 976	$ 998
Commercial and Multi-family projects (> 50,000 sq ft) Planning PW/Eng	$ 1,140	$ 1,166
PRECISE PLAN (SPECIFIC PLAN)		
Application	$ 10,807	$ 11,056
SIGN PERMITS		
Sign Permit (BAR approval)-fixed signs	$ 350	$ 350
Sign Permit (administrative approval; sign face change)	$ 106	$ 108
Temporary Signs	$ 106	$ 108
Master Sign Program	$ 750	$ 750
Nonconforming Sign - exception request	$ 1,082	$ 1,107
SUBDIVISIONS		
Tentative Parcel Map (up to 4 lots) Planning PW/Eng	$ 5,193	$ 5,312
Tentative Subdivision (Tract) Map (4 or more lots) Planning PW/Eng	$ 7,683	$ 7,860
Lot Line Adjustment Planning PW/Eng	$ 1,520	$ 1,555
Lot Merger Planning PW/Eng	$ 1,087	$ 1,112
TIME EXTENSION REVIEW		
Administrative	$ 865	$ 885
Planning Commission	$ 865	$ 885
Board of Architectural Review (BAR)	$ 865	$ 885

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCEHDULE OF PLANNING DEPARTMENT FEES

	19/20 Adopted (3.7%)	20/21 Proposed (2.3%)
PLANNING DEPARTMENT FEES		
USE PERMIT		
Residential		
One and Two Family Residential Planning PW/Eng	$ 800	$ 800
Multi-family Residential Planning PW/Eng	$ 1,000	$ 1,000
Commercial		
Commercial (< 5K sq ft) Planning PW/Eng Fire	$ 1,000	$ 1,000
Commercial (5K sq ft or greater) Planning PW/Eng Fire	$ 1,500	$ 1,500
Other		
Minor Use Planning PW/Eng	$ 700	$ 700
Day Care (Large Family child or adult day care home 7-14 capacity, as defined in the CA Code of Regulations); (* includes 2 inspections) Planning Fire	$ 513	$ 513
VARIANCE		
Definition of a Minor Variance: a maximum reduction of up to 10% of: a. Distance between structures, b. Parcel dimension (not area), c. Setbacks, d. Structure height, e. On-site parking, loading and landscaping		
Residential		
One and Two Family Residential Planning PW/Eng	$ 2,675	$ 2,737
Minor One and Two Family Residential ***(see above for definition of minor & examples)*** Planning PW/Eng	$ 2,675	$ 2,737
Multi-family Residential Planning PW/Eng	$ 3,972	$ 4,063
Minor Multi-family Residential ***(see above for definition of minor & examples)*** Planning PW/Eng	$ 2,675	$ 2,737
Commercial		
Commercial Planning PW/Eng	$ 2,777	$ 2,841
Minor Commercial ***(see above for definition of minor & examples)*** Planning PW/Eng	$ 2,357	$ 2,411

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCEHDULE OF PLANNING DEPARTMENT FEES

	19/20 Adopted (3.7%)	20/21 Proposed (2.3%)
PLANNING DEPARTMENT FEES		
OTHER FEES		
Affordable Housing Agreement	$ 1,730	$ 1,770
Mobilhome Park Conversions, Closures, and Cessation of Use Fee	$ 1,730	$ 1,770
Deferred Completion Agreement	$ 865	$ 885
Floodplain Development Permit	$ 865	$ 885
Tentative Parcel Map Waiver	$ 1,730	$ 1,770
gg	$ 1,730	$ 1,770
Real Property Disclosure Report	$ 150	$ 153
LAND USE APPEALS		
Non-Applicant	$ 3,243	$ 3,318
Applicant	$ 3,458	$ 3,538
Administrative Review for Radio, Satellite and Dish Antennas	$ 865	$ 885
Grand Opening and Promotional Banner / Temporary Sign	$ 108	$ 110
Sign Permit (Over-the-counter)	$ 217	$ 222
ZONING COMPLIANCE PLAN CHECK:		
Over the Counter (Replacement In Kind)	$ 108	$ 110
Over the Counter (Minor)	$ 108	$ 110
Zoning Confirmation Letter	$ 865	$ 885
Advanced Planning Surcharge: (Charged on all new construction for building plans (e.g. additions, new buildings), pw/eng, fire permits, and development applications)	0.3% of building valuation	0.3% of building valuation
HOURLY RATEs		
Planning Services	$ 217	$ 222
For services requested of City staff which have no fee listed in this fee schedule, the City Manager of the City Manager's designee shall determine the appropriate fee based on the established hourly rates for this department/division. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers (e.g. Consultants) if required to process the specific application.		

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF ENGINEERING DIVISION FEES

			19/20 Adopted	20/21 Proposed	Notes
	ENGINEERING DIVISION FEES				
1.0	**BUILDING PERMIT PROCESSING - see 4.1c, 9 & 10 for possible add'l fees**				
	1.1	**Plan Review (includes grading, infrastructure, public improvements)**			
	a	One and Two Family Residential	$ 83	$ 85	
	b	Commercial and Multi-family Residential up to 1 acre- (Minimum Non-Refundable Deposit of $350)	Actual Cost	Actual Cost	d
	c	Commercial and Multi-family Residential > 1 acre-Minimum Non-Refundable Deposit of 5% of Estimated Site Improvement Costs (Costs associated with site work, grading, drainage & sewer utility)	Actual Cost	Actual Cost	d
	1.2	**Inspection (includes grading, infrastructure, public improvements)**			
	a	One and Two Family Residential-Minimum Non-Refundable Deposit of 5% of Estimated Site Improvement Cost (grading, drainage, sewer)	Actual cost	Actual cost	d
	b	Commercial and Multi-family Residential up to 1 acre-Minimum Non-Refundable Deposit of 5% of Estimated Site Improvement Cost (grading, drainage, sewer)	Actual cost	Actual cost	d
	c	Commercial and Multi-family Residential > 1 acre-Minimum Non-Refundable Deposit of 5% of Estimated Site Improvement Cost (grading, drainage, sewer)	Actual cost	Actual cost	d
2.0	**ENCROACHMENT PERMIT**				
		Plan Check - Standard	$ 168	$ 172	
		Sewer Connection (each) (incl 2 visits)	$ 335	$ 343	
		Utility Line Installations (ex. Water,power) - Up to 200 LF (incl 2 visits)	$ 335	$ 343	
		Utility Line Installations - > 200 LF (each 200 LF)	$ 250	$ 256	
		Pavement Restoration (0-100 sf) $30/sf with a minimum non-refundable deposit of $750	Actual Cost	Actual Cost	a
		Pavement Restoration (>100 sf) $20/sf with a minimum non-refundable deposit of $2,020	Actual Cost	Actual Cost	b
		Curb/Gutter (per 200 LF)	$ 250	$ 256	
		Sidewalk (repair and replace) (per 200 LF)	$ 250	$ 256	
		Driveway (repair and replace) (per opening)	$ 250	$ 256	
		Right-of-Way Access/Entry (ex. Roofers, scaffolding, temporary construction barrier)	$ 250	$ 256	
		Right-of-Way Construction/ Portable Unit (per every 2 weeks) - (ex. dumpster, storage bin)	$ 45	$ 45	
		Traffic Control/ Lane Closure (per set-up and per day of implementation; each set-up requires a separate inspection) - Actual Cost; Minimum $45 + $45 per day (except residential street)	Actual cost	Actual cost	d
		Traffic Control - Traffic Signal operation call-out	$300/visit	$300/visit	
		Encroachment Permit Depositor Bond- (improvements <$25,000)	$ 1,000	$ 1,000	
		Public Improvements > $25,000, 100% cost of public improvements	100%	100%	
	2.1	**Transportation Permit (maximum set by state law)**			
		Single Trip	$ 16	$ 16	
3.0	**MAPS**				
		(see also Planning Subdivisions for add'l fees; see also 4.2 and 4.3			
		Lot Line Adjustment (includes 2 reviews)- Minimum Non-Refundable Deposit of $1200	Actual cost	Actual cost	d
		Lot Merger (includes 2 reviews)-Minimum Non-Refundable Deposit of $1,500	Actual cost	Actual cost	d
		Tentative Parcel Map (up to 4 lots)-Minimum Non-Refundable Deposit of $1,500	Actual cost	Actual cost	d
		Tentative Subdivision (Tract) Map-Minimum Non-Refundable Deposit of $3,500	Actual cost	Actual cost	d
		Final Parcel Map (1-4 lots) -Minimum Non-Refundable Deposit of $1,500	Actual cost	Actual cost	d
		Final Subdivision (Tract) Map-Minimum Non-Refundable Deposit of $3,500	Actual cost	Actual cost	d
		Map Additional Review- Minimum Non-Refundable Deposit of $225	Actual cost	Actual cost	d

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF ENGINEERING DIVISION FEES

			19/20 Adopted	20/21 Proposed	Notes
	ENGINEERING DIVISION FEES				
4.0	**DEVELOPMENT PLAN REVIEW AND INSPECTION**				
	4.1	**Improvement Plan Review**			
	a	Improvement Plan Check (1/2 hr max)	**No cost**	**No cost**	
	b	Improvement Plan Check (each additional 1/2 hr, minimum non-refundable deposit of $151)	**Hourly Rate**	**Hourly Rate**	**c**
	c	Improvement Inspection (Minimum Non-Refundable Deposit of $151)	**Hourly Rate**	**Hourly Rate**	**c**
	4.2	**Hydrology/ Hydolic Studies Review**			
	a	Hydrology/Hydraulic Studies (0-20 acres) - Minimum Non-Refundable Deposit of $1,200	**Actual Cost**	**Actual Cost**	**d**
	b	Hydrology/Hydrolic Studies (>-20 acres)- Minimum Deposit of $2,000	**Actual Cost**	**Actual Cost**	**d**
	4.3	**Sewer Studies Review**			
	a	Sewer Studies (0-5 units)- Minimum Non-Refundable Deposit of $1,500	**Actual Cost**	**Actual Cost**	**d**
	b	Sewer Studies (>5 units) - Minimum Non-Refundable Deposit of $2,000	**Actual Cost**	**Actual Cost**	**d**
	4.4	**Boarch of Architectual Review - see 9 & 10 for possible add'l fees**			
	a	**Residential**			
		One and Two Family - New Construction	**$ 83**	**$ 85**	
		One and Two Family - Addition that adds less than 50% of the structure	**$ 83**	**$ 85**	
		Multi-family - New Construction	**$ 168**	**$ 172**	
		Multi-family - Addition that adds less than 50% of the structure	**$ 168**	**$ 172**	
	b	**Commercial**			
		New Construction (includes shell only)	**$ 168**	**$ 172**	
		Addition/Remodel that adds less than 50% of the structure	**$ 168**	**$ 172**	
5.0	**OTHER FEES**				
		Encroachment Agreements - Minimum Non-Refundable Deposit of $600	**Actual Cost**	**Actual Cost**	**d**
		Abandonment/Vacation (Modifications/Processing) - $3000 Non-Refundable Deposit	**Actual Cost**	**Actual Cost**	**d**
		Board Up Houses	**Actual Cost**	**Actual Cost**	**d**
		Commemorative Sign Application	**$ 54**	**$ 55**	
		Monument Placement-Minimum Non-Refundable Deposit of $2,000	**Actual Cost**	**Actual Cost**	**d**
6.0	**TRAFFIC ADVISORY**				
		Traffic Advisory Committee Request	**$ 60**	**$ 61**	
7.0	**SEWER SERVICES**				
		Sewer Line Overflow Response - ***(Regular Business Hours) Rate plus Materials- 1Hr Minimum***	**$208.72/hr**	**$214/hr**	
		(Outside Regular Business Hours) Rate plus Materials	**$449.58/hr**	**$460/hr**	
8.0	**STREET MAINTENANCE**				
		Marking Curb - per curb (20 ft maximum length)	**$ 427**	**$ 437**	
		Installation of one sign	**$ 427**	**$ 437**	
9.0	**STORM WATER**				
	9.1	**STORMWATER CONTROL PLAN- New or Replaced Impervious Surface**			
	a	Pre-review Meeting	**$ 168**	**$ 172**	
	b	Small Project (includes 2 reviews) - 2,500 - 5,000 Sq Ft. **(TIER 1)**	**$ 335**	**$ 343**	
	c	Small Project (each additional review) - 2,500 - 5,000 Sq Ft	**$ 83**	**$ 85**	

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF ENGINEERING DIVISION FEES

		19/20 Adopted	20/21 Proposed	Notes
ENGINEERING DIVISION FEES				
d	Medium Project (includes 2 reviews) - 5,000 - 15,000 Sq Ft- Minimum Non-Refundable Deposit $4,000 **(TIER 2)**	**Actual Cost**	**Actual Cost**	**d**

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF ENGINEERING DIVISION FEES

			19/20 Adopted	20/21 Proposed	Notes
	ENGINEERING DIVISION FEES				
	e	Medium Project (each additional review) - 5,000 - 15,000 Sq Ft-	Actual Cost	Actual Cost	d
	f	$9,600 **(TIER 3 &4)**	Actual Cost	Actual Cost	
	g	Large Project (each additional review) - > 15,000 Sq Ft	Actual Cost	Actual Cost	d
	h	Inspection of privately maintained post-construction treatment devices	$ 168	$ 172	
	i	Response to clean up of a foreign material dumped or washed into a storm drain - ***(Regular Business Hours) Rate plus Materials- 1Hr Minimum***	$208.72/hr	$214/hr	
		(Outside Regular Business Hours) Rate plus Materials	$449.58/hr	$460/hr	
10.0	**STORMWATER POLLUTION PREVENTION PLAN(SWPPP) REVIEW AND INSPECTION**				
		Storm Water Pollution Prevention (SWPPP)-applies to soil disturbance greater than 1 acre - Minimum Non-Refundable Deposit $500	Actual Cost	Actual Cost	d
		SWPPP Inspections - Minimum Non-Refundable Deposit $281	Actual Cost	Actual Cost	d
11.0	**TREE PREMITS**				
		(Required on private property for trimming or removal)			
		1-5 trees	$ 108	$ 110	
12.0	**PLANNING COMMISSION REVIEW-DEVELOPMENT APPLICATIONS**				
	12.1	**AMEDNMENTS**			
		General Plan Amendment	$ 168	$ 172	
		Planned Unit Development Amendment	$ 168	$ 172	
		Zoning Map Amendment	$ 168	$ 172	
		Zoning Ordinance (text) Amendment	$ 168	$ 172	
		Local Coastal Plan Amendment	$ 168	$ 172	
		Use Permit Amendment	$ 83	$ 85	
		Minor Use Permit Amendment	$ 83	$ 85	
		Design Review Amendment	$ 168	$ 172	
		Tentative Parcel Map Amendment-Minimum Non-Refundable Deposit $1,000	Actual Cost	Actual Cost	d
		Tentative Subdivision (Tract) Map Amendment- Minimum Non-Refundable Deposit $1,500	Actual Cost	Actual Cost	d
	12.2	**APPEALS**			
		Planning Commission (from ZA,BAR & Staff interpretation)	$ 168	$ 172	
		City Council (from Planning Commission)	$ 168	$ 172	
	12.3	**VARIANCE**			
	a	**Residential**			
		One and Two Family Residential	$ 83	$ 85	
		Multi-family Residential	$ 83	$ 85	
	b	**Commercial**			
		Commercial (> 5,000 square feet)	$ 336	$ 348	
		Minor Commercial (, 5,000 square feet)	$ 169	$ 175	
13.0	**HOURLY RATES**				
		Engineering Services	$ 302	$ 313	
		Engineering Services - after business hours (OT, 2 hour minimum)	$ 336	$ 348	
		For services requested of City staff which have no fee listed in this fee schedule, the City Manager of the City Manager's designee shall determine the appropriate fee based on the established hourly rates for this department/division. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application.			

a	Estimated cost for City to perform paving is $30/sf. Fee is calculated by			
b	Estimated cost for City to perform paving is $20/sf. Fee is calculated by			

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF ENGINEERING DIVISION FEES

		19/20 Adopted	20/21 Proposed	Notes
ENGINEERING DIVISION FEES				
c	See section 13 for Engineering Services hourly rates.			
d	The minimum non-refundable deposit is charge for City to perform initial work. If cost for staff time exceeds minimum deposit, additional charges will accrue at actual cost. See Section 13 for staff costs.			

Monthly Meter Charges

Effective 1/1/2020 - 1/1/2021	
Meter Size	**Total Rate**
3/4" or less	$30.00
1 Inch Meter	$50.00
1.5 Inch Meter	$99.99
2 Inch Meter	$159.99
3 Inch Meter	$299.98
4 Inch Meter	$499.97
6 Inch Meter	$999.94

Effective 1/1/2021 - 1/1/2022	
Meter Size	**Total Rate**
3/4" or less	$34.50
1 Inch Meter	$57.50
1.5 Inch Meter	$114.99
2 Inch Meter	$183.99
3 Inch Meter	$344.98
4 Inch Meter	$574.96
6 Inch Meter	$1,149.93

The Monthly meter charges are composed of two parts; a fixed rate determined by water meter size and a variable rate determined by water use. Fixed rates are increased according to capacity ratios determined by the American Water Association.

VOLUMETRIC RATES & TIER ALLOWANCES

Allocations per Month [1]	Effective 1/1/2020 - 1/1/2021	($/ccf)	Tier 1 $8.00	Tier 2 $14.60
	Effective 1/1/2021 - 1/1/2022	($/ccf)	Tier 1 $9.30	Tier 2 $16.00
Single Family Residential (per dwelling)		(ccf)	0 to 4.9	4.9 +
Multifamily #1 (per meter) – Del Monte Manor		(ccf)	0 to 816.5	816.5 +
Multifamily #2 (per meter) – Villa Del Monte		(ccf)	0 to 206.7	206.7 +
School #1 (per student) – Martin Luther King		(ccf)	0.5714	0.5714 +
School #2 (per student) – Highland Elementary		(ccf)	0.5864	0.5864 +
School #3 (per student) – International School of Monterey		(ccf)	0.5357	0.5357 +
Church #1 (per meter) – Greater Victory Temple		(ccf)	0 to 26.2	26.2 +
Church #2 (per meter) – Seventh Day Adventist		(ccf)	0 to 4.9	4.9 +
Fire Department		(ccf)	0 to 4.9	4.9 +

ccf = 100 cubic feet = 748 gallons

[1]The first tier collects variable expenses from each customer class according to their Natural Safe Yield (NSY) allowance as allocated by the Seaside Basin Watermaster. The second tier of water rates recovers the cost of exceeding the NSY assessment. Each customer class is allocated Tier 1 water use according to an equitable distribution of the NSY of groundwater for the City of SEaside / Seaside Municipal Water System.

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF WATER RATES & FEES

Water Fees		
Service	**20/21 Proposed**	
Reconnection Fees:		
During Business Hours	$50.00	
After Business Hours	$150.00	
Late Fee	$16.00	
Deconstruction of Water Meter	Actual Cost (minimum $251.17)	
Removal of Lock (cutting off)	$101.00	
Install new water service	Acutal Cost (minimum deposit $3,000)	
Deconstruction of Curb Stop	Actual Cost (minimum $926.22)	
Water Meter Testing Charge	$643.00	
Water Tank Key Card Replacement	$100.00	

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF RECREATION DIVISION FEES

		19/20Adopted (3.7%)	19/20 Adopted (3.7%)	20/21 Proposed (2.3%)	20/21 Proposed (2.3%)
Fee Service		**Resident Fees**	**Non Resident Fees**	**Resident Fees**	**Non Resident**
Preschool Programs					
Fees per class--No increase for 20/21		$8.25	$10.00	$8.25	$10.00
Family - per month					
After School Program					
Individual - per month		$29.25	$36.00	$30.00	$36.75
Family - per month		20% discount to siblings residing in same household	20% discount to siblings residing in same household	20% discount to siblings residing in same household	20% discount to siblings residing in same household
Intersession Day Camp Program					
Full Day - Sports/Day Camp-No increase for 20/21		$97.00	$120.75	$97.00	$120.75
3 hours Sports/Day Camp-No increase for 20/21		$21.00	$26.25	$21.00	$26.25
1/2 day camp (Playland)-No increase for 20/21		$41.75	$52.25	$41.75	$52.25
Youth Sports					
Tennis per class-No increase for 20/21		$5.75	$7.00	$5.75	$7.00
Contract Classes Programs					
Classes - subjects, schedules and cost vary depending on community interests, availability of instructors, facilities and materials					
Special Events Programs					
Vendor (Flea Market/Craft)		$53.75	$67.25	$55.00	$68.75
Commercial-No increase for 20/21		$71.00	$89.00	$71.00	$89.00
Facility Rentals - Oldemeyer					
Oldemeyer Auditorium Per hour charge		$109.75	$136.25	$122.50	$139.50
Barbecue Facility - No increase for 20/21		$52.25	$65.50	$52.25	$65.50
Deposit due day of center rental-No increase for 20/21		$591.25	$738.75	$591.25	$738.75
Alcohol Deposit - 25% non refundable-No increase for 20/21		$575.50	$719.50	$575.50	$719.50
VFW - Friday 5-11 pm-No increase for 20/21		$374.25	$467.25	$374.25	$467.25
Avenue of Flags - Sunday 5-11 pm-No increase for 20/21		$325.50	$406.50	$325.50	$406.50
Facility Rental- Soper					
Soper Field Community Center					
Large Meeting Room (3 hour minimum)		$58.00	$72.75	$59.25	$74.50
Room Deposit - total-No increase for 20/21		$314.00	$392.50	$314.00	$392.50
Non-refundable portion (25%)-No increase for 20/21		$78.50	$98.25	$78.50	$98.25
Refundable portion (75%)-No increase for 20/21		$235.50	$294.50	$235.50	$294.50
Alcohol Deposit - 25% non refundable-No increase for 20/21		$575.50	$719.50	$575.50	$719.50
Private Rental Fees- Oldemeyer					
0-3 hrs. (per hour)-No increase for 20/21		$68.00	$84.75	$68.00	$84.75
Every hour over 3 (per hour)-No increase for 20/21		$31.25	$39.25	$31.25	$39.25
Seahorse Room Rental					
0-3 hrs. (per hour)-No increase for 20/21		$43.75	$55.00	$43.75	$55.00
Every hour over 3 (per hour)-No increase for 20/21		$20.00	$24.50	$20.00	$24.50
Seaside Room					
0-3 hrs. (per hour)-No increase for 20/21		$43.75	$55.00	$43.75	$55.00
Every hour over 3 (per hour)-No increase for 20/21		$20.00	$24.50	$20.00	$24.50
Blackhorse Room/Senior					
0-3 hrs. (per hour)-No increase for 20/21		$54.50	$68.00	$54.50	$68.00
Every hour over 3 (per hour)-No increase for 20/21		$24.00	$29.75	$24.00	$29.75
Bayonet Room Rental					
0-3 hrs. (per hour)-No increase for 20/21		$43.75	$55.00	$43.75	$55.00
Every hour over 3 (per hour)-No increase for 20/21		$20.00	$24.50	$20.00	$24.50
Non-profit Organization - applies to all rooms except Laguna Grande Hall (4 hrs maximum)		$33.00	$41.50	$33.75	$42.50

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF RECREATION DIVISION FEES

		19/20Adopted (3.7%)	19/20 Adopted (3.7%)	20/21 Proposed (2.3%)	20/21 Proposed (2.3%)
Fee Service		**Resident Fees**	**Non Resident Fees**	**Resident Fees**	**Non Resident**
Aquatics Private Rentals-Pattullo Swim Center					
2 hours - up to 50 people-No increase for 20/21		$180.00	$225.00	$180.00	$225.00
2 hours - up to 100 people-No increase for 20/21		$197.25	$246.50	$197.25	$246.50
2 hours - up to 125 people-No increase for 20/21		$233.50	$291.50	$233.50	$291.50
Use of Slide-No increase for 20/21		$26.25	$32.25	$26.25	$32.25
Additional 1/2 hour-No increase for 20/21		$39.00	$48.75	$39.00	$48.75
Deposit-No increase for 20/21		$87.00	$108.25	$87.00	$108.25
NP-Seaside Dolphins Swim Team-No increase for 20/21		$21.00	$26.25	$21.00	$26.25
NP-CSUMB-No increase for 20/21		$21.00	$26.25	$21.00	$26.25
NP-MPUSD Special Ed. Student-No increase for 20/21		$21.00	$26.25	$21.00	$26.25
NP-MCOE Special Ed Student-No increase for 20/21		$21.00	$26.25	$21.00	$26.25
Cypress Synchronized Club-No increase for 20/21		$32.25	$40.25	$32.25	$40.25
Rental of Pool for Scuba Classes - **Added in 18/19**		51.75/hr	51.75/hr	51.75/hr	51.75/hr
Senior Programs					
Senior Theme Lunches (AOA)-same for non-resident-No increase for 20/21		$4.00	$4.00	$4.00	$4.00
Senior Trips					
Aquatics Programs					
Swim Lessons		$48.00	$60.00	$48.00	$60.00
Water Exercise / 2 days wk		$23.25	$60.00	$23.75	$61.50
Water Exercise / 5 days wk		$35.25	$95.25	$36.00	$97.50
Adult Water Exercise Class Drop-in Rate-No increase for 20/21		$8.50	$10.50	$8.50	$10.50
Lap Swim					
Adult Drop In-No increase for 20/21		$5.75	$7.00	$5.75	$7.00
Senior / Military / College Drop-In-No increase for 20/21		$3.50	$4.00	$3.50	$4.00
Recreation Swim					
Adult Drop In-No increase for 20/21		$5.75	$7.00	$5.75	$7.00
Senior / College Student / Youth / Military Drop In-No increase for 20/21		$3.50	$4.00	$3.50	$4.00
Commercial Rental (per hr)-No increase for 20/21		$104.75	$130.75	$104.75	$130.75
Recreation Swim Card					
Youth Recreation Card (per mo.)-No increase for 20/21		$15.25	$18.75	$15.25	$18.75
Youth Recreation Card (per Yr.)-No increase for 20/21		$103.75	$129.25	$103.75	$129.25
Senior/College/Military Card (per mo.)-No increase for 20/21		$22.50	$27.75	$22.50	$27.75
Senior/College/Military Card (per yr.)-No increase for 20/21		$134.50	$168.00	$134.50	$168.00
Senior Gold Card (per mo.) for Senior Swim Only-No increase for 20/21		$16.75	$21.00	$16.75	$21.00
Senior Gold Card (per yr.) for Senior Swim Only-No increase for 20/21		$109.75	$137.00	$109.75	$137.00
Adult Lap Card (per mo.)-No increase for 20/21		$34.00	$42.25	$34.00	$42.25
Adult Lap Card (per yr.)-No increase for 20/21		$276.25	$345.25	$276.25	$345.25
Adult Couple / Corporate (per mo.)-No increase for 20/21		$52.25	$65.50	$52.25	$65.50
Adult Couple / Corporate (per yr.)-No increase for 20/21		$361.75	$451.75	$361.75	$451.75
Family - up to 4 people / (per mo.)-No increase for 20/21		$70.00	$87.50	$70.00	$87.50
Family - up to 4 people / (per yr.)-No increase for 20/21		$471.00	$588.75	$471.00	$588.75
Family - up to 8 people / (per mo.)-No increase for 20/21		$86.50	$107.75	$86.50	$107.75
Family - up to 8 people / (per yr.)-No increase for 20/21		$623.25	$778.75	$623.25	$778.75
All military personnel and their families regardless of residency		20% discount	20% discount	20% discount	20% discount
Family discount - siblings residing in same household & enrolling in same activity		20% discount	20% discount	20% discount	20% discount

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF RECREATION DIVISION FEES

		19/20Adopted (3.7%)	19/20 Adopted (3.7%)	20/21 Proposed (2.3%)	20/21 Proposed (2.3%)
Fee Service		**Resident Fees**	**Non Resident Fees**	**Resident Fees**	**Non Resident**
Park Reservation					
Laguna Grande					
Up to 49 People - BBQ		**$44.25**	**$51.50**	**$45.25**	**$52.75**
Cleaning Deposit - 25% is Non Refundable		**$58.00**	**$58.00**	**$59.25**	**$59.25**
50-100 People - BBQ		**$72.25**	**$79.00**	**$74.00**	**$80.75**
Cleaning Deposit - 25% is Non Refundable		**$99.00**	**$99.00**	**$101.25**	**$101.25**
101-150 People - BBQ		**$107.00**	**$115.25**	**$109.50**	**$118.00**
Cleaning Deposit - 25% is Non Refundable		**$174.50**	**$174.50**	**$178.50**	**$178.50**
Soper Park					
Up to 49 People - Small BBQ		**$44.25**	**$51.50**	**$45.25**	**$52.75**
Cleaning Deposit - 25% is Non Refundable		**$58.00**	**$58.00**	**$59.25**	**$59.25**
50-100 People - Large BBQ		**$72.25**	**$79.00**	**$74.00**	**$80.75**
Cleaning Deposit - 25% is Non Refundable		**$99.00**	**$99.00**	**$101.25**	**$101.25**
101-150 People - Entire BBQ Area		**$107.00**	**$115.25**	**$109.50**	**$118.00**
Cleaning Deposit - 25% is Non Refundable		**$174.50**	**$174.50**	**$178.50**	**$178.50**
Bounce House (each)		**$30.25**	**$30.25**	**$31.00**	**$31.00**
Cancellation Fee		**$11.75**	**$11.75**	**$12.00**	**$12.00**
Ellis Park-Oldemeyer					
Up to 49 People - BBQ		**$44.25**	**$51.50**	**$45.25**	**$52.75**
Cleaning Deposit - 25% is Non Refundable		**$58.00**	**$58.00**	**$59.25**	**$59.25**
Bounce House (each)		**$30.25**	**$30.25**	**$31.00**	**$31.00**
Metz Park					
Up to 49 People - BBQ		**$44.25**	**$51.50**	**$45.25**	**$52.75**
Cleaning Deposit - 25% is Non Refundable		**$58.00**	**$58.00**	**$59.25**	**$59.25**
50-100 People - BBQ		**$72.25**	**$79.00**	**$74.00**	**$80.75**
Cleaning Deposit - 25% is Non Refundable		**$99.00**	**$99.00**	**$101.25**	**$101.25**
Bounce House (each) **No Electricity**		**$30.25**	**$30.25**	**$31.00**	**$31.00**
Metz Basketball Court					
1-4 Hours (per hour)		**$10.25**	**$15.50**	**$10.50**	**$15.75**
All-Day Reservation		**$51.75**	**$77.75**	**$53.00**	**$79.50**
Cleaning Deposit - 25% is Non Refundable		**$62.25**	**$62.25**	**$63.75**	**$63.75**
Ballfield Field Group Usage*					
Facility Use Fee		**$202.75/per day or 1-4 hours $27.50/hr**	**$202.75/per day or 1-4 hours $27.50/hr**	**$207.50/per day or 1-4 hours $28.25/hr**	**$207.50/per day or 1-4 hours $28.25/hr**
Cleaning Deposit- nonrefundable 25%		**$174.50**	**$174.50**	**$178.50**	**$178.50**
Lighting Fee		**$31.00/hr**	**$31.00/hr**	**$31.75/hr**	**$31.75/hr**
*Facility Use Agreements are needed for Ballfield Field Group Usage with a term no more than 2 years.					

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF FIRE DEPARTMENT FEES

		19/20 Adopted (3.7%)	20/21 Proposed (2.3%)
FIRE DEPARTMENT FEES			
Annual Hazardous Materials Inspection Permit Fees			
	California Fire Code: Annual; Operational Permits	$ 349	$ 357
	Amusement Buildings		
	Aviation Facilities		
	Carnivals and Fairs		
	Cellulose Nitrate Film		
	Combustible dust-producing operations		
	Combustible Fibers		
	Covered Mall Buildings		
	Cryogenic Fluids		
	Cutting and Welding		
	Dry Cleaning Plants		
	Exhibits and Trade Shows		
	Explosives		
	Fire Hydrants and Valves		
	Flammable and Combustible Liquids		
	Floor Finishing		
	Fruit and Crop Ripening		
	Fumigation and Thermal Insecticide Fogging		
	Hazardous Materials		
	HPM Facilities (Hazardous Production Materials)		
	High Piled Storage		
	Hot Work Operations		
	Industrial Ovens		
	Lumber Yards and Wood Working Plants		
	Liquid- or gas-fueled vehicles or equipment in assembly buildings		
	LP GAS		
	Magnesium		
	Misc. Combustible Storage		
	Open Burning		
	Open Flames and Torches		
	Open Flames and Candles		
	Organic Coatings		
	Places of Assembly		
	Private Fire Hydrants		
	Pyrotechnic special effects material		
	Pyroxylin plastics		
	Refrigeration equipment		
	Repair garages and motor fuel-dispensing facilities		
	Rooftop heliports		
	Spraying or dipping		
	Storage of scrap tires and tire byproducts		
	Temporary membrane Structures		
	Tire-rebuilding plants		
	Waste handling		
	Wood Products		

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF FIRE DEPARTMENT FEES

		19/20 Adopted (3.7%)	20/21 Proposed (2.3%)
FIRE DEPARTMENT FEES			
Annual Short Term Rental Safety Inspections			
	Short Term Rental (includes 2 inspections)	$ 271	$ 277
	Re-Inspection (after initial and first reinspection)	$ 179	$ 183
Annual Business Fire Safety Inspections (business incl 2 inspections, excluding apartments)			
A	A Occupancies (Per Hour) (ie assembly places)	$ 271	$ 277
B	B Occupancies (Per Hour) - (ie bank, professional office)	$ 271	$ 277
E	n	$ 271	$ 277
F	F Occupancies (Per Hour) - (ie Factory)	$ 538	$ 550
H	H Occupancies (Per Hour) - (ie High Hazard)	$ 538	$ 550
I	I Occupancies (Per Hour) - (ie Institutional)	$ 538	$ 550
M	M Occupancies (Per Hour) - (ie market, department or drug store)	$ 271	$ 277
R-2	R-2 Occupancy (Per Hour) (ie Res Permanent 2+) 4 or less units	$ 271	$ 277
	5-20 units	$ 271	$ 277
	21-50 units	$ 538	$ 550
	> 50 units; each additional 50 units	$ 718	$ 735
S	S Occupancies (Per Hour) - (ie Storage)	$ 538	$ 550
U	U Occupancies (Per Hour) - (ie Accessory; Private Garage, Agriculture building, etc)	$ 271	$ 277
	Re-Inspection (after initial and first reinspection)	$ 179	$ 183
Licensed Care Facilities			
	Pre-Inspection	$ 90	$ 92
	Licensed Care Facility (7–49)	$ 271	$ 277
	(State and County License Mandated)		
	Licensed Care Facility (50+)	$ 538	$ 550
	(State and County License Mandated)		

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF FIRE DEPARTMENT FEES

		19/20 Adopted (3.7%)	20/21 Proposed (2.3%)
FIRE DEPARTMENT FEES			
NEW CONSTRUCTION, ADDITIONS, AND MAJOR REMODELS			
	Contract fire plan check		
	Commercial Uses - Structural (All newly constructed, added, or **structurally remodeled** space for non-residential occupancies classified as CBC Group A, B, E, F, H, I, M, S or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule)		
	Square Footage:		
	500	$ 179	$ 183
	2,000	$ 359	$ 367
	5,000	$ 538	$ 550
	10,000	$ 718	$ 735
	25,000	$ 897	$ 918
	Residential and Multifamily Residential Uses - (All newly constructed, added, or structurally remodeled space for residential occupancies classified as CBC Group R (except R-3), or other residential occupancies not specifically addressed elsewhere in this Fee Schedule) (ie mixed use, hotel, motel, condo, apartment)		
	Square Footage:		
	1,000	$ 271	$ 277
	5,000	$ 359	$ 367
	10,000	$ 538	$ 550
	50,000	$ 897	$ 918
	100,000	$ 1,259	$ 1,288
	Attached and Detached Accessory and Utility Uses - (All newly constructed, added, or structurally remodeled space for utility and accessory occupancies classified as CBC Group U, or other utility and accessory occupancies not specifically addressed elsewhere in this Fee Schedule)		
	Square Footage:		
	200	$ 179	$ 183
	600	$ 179	$ 183
	1,000	$ 271	$ 277
	1,500	$ 271	$ 277
	2,000	$ 359	$ 367
	Shell Buildings for all Commercial Uses - (The enclosure for all newly constructed, space for non-residential occupancies classified as CBC Group A, B, E, F, H, I, M, S or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule where the interior is not completed or occupiable)		
	Square Footage:		
	500	$ 179	$ 183
	2,000	$ 359	$ 367
	5,000	$ 538	$ 550
	10,000	$ 718	$ 735
	25,000	$ 897	$ 918

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF FIRE DEPARTMENT FEES

		19/20 Adopted (3.7%)	20/21 Proposed (2.3%)
FIRE DEPARTMENT FEES			
	Commercial Tenant Improvement - Non Structural - (Non-structurally remodeled space for non-residential occupancies classified as CBC Group A, B, E, F, H, I, M, S or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule where the structure is not altered)		
	Square Footage:		
	500	$ 179	$ 183
	2,000	$ 359	$ 367
	5,000	$ 538	$ 550
	10,000	$ 718	$ 735
	25,000	$ 897	$ 918
	One and Two Family Dwellings - Model Home or Custom Plan Review - (All newly constructed space for residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere in this Fee Schedule. This category includes the model home or a custom home project)		
	Square Footage:		
	1,000	$ 179	$ 183
	2,500	$ 179	$ 183
	4,000	$ 359	$ 367
	6,000	$ 359	$ 367
	8,000	$ 449	$ 459
	Residential Repeat / Subsequent Lot Plan Check		
	One and Two Family Dwellings - Inspection - (All newly constructed space for residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere in this Fee Schedule. This category includes the model home or a custom home project)		
	Square Footage:		
	1,000		
	2,500		
	4,000		
	6,000		
	8,000		
	Structural Residential Remodels and Additions - (All newly constructed additions to, or structurally remodeled areas of, residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere in this Fee Schedule)		
	Square Footage:		
	200	$ 179	$ 183
	600	$ 179	$ 183
	1,000	$ 179	$ 183
	1,500	$ 179	$ 183
	2,000	$ 179	$ 183
11	**Non-Structural Residential Remodels -** (All non-structurally remodeled areas of, residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere in this Fee Schedule)		

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF FIRE DEPARTMENT FEES

		19/20 Adopted (3.7%)	20/21 Proposed (2.3%)
FIRE DEPARTMENT FEES			
	Square Footage:		
	200		
	600		
	1,000		
	1,500		
	2,000		
	Fire Plan Review (Per Hour)	$ 179	$ 183
FIRE INSPECTIONS			
	Fire Hydrant Underground System/Per Fire Hydrant (incl 2 hydrants)	$ 179	$ 183
	Each Additional Hydrant	$ 90	$ 92
	Fire Hydrant - Use Permit	$ 179	$ 183
	Fire Sprinkler Commercial Aboveground	$ 538	$ 550
	Fire Sprinkler Commercial Underground	$ 538	$ 550
	Standpipes	$ 538	$ 550
	Standpipes - Each additional outlet	$ 46	$ 47
	Supression System - Hood	$ 359	$ 367
	Supression System - Agents	$ 359	$ 367
	Fire Extinguishing System Installation (incl hood,duct,agents)	$ 538	$ 550
	Fire Pump Installations	$ 897	$ 918

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF FIRE DEPARTMENT FEES

		19/20 Adopted (3.7%)	20/21 Proposed (2.3%)
FIRE DEPARTMENT FEES			
	Certificate of Occupancy		
	Development < 2K sq ft	$ 271	$ 277
	Development 2K - 10K sq ft	$ 538	$ 550
	Development > 10K sq ft	$ 718	$ 735
Special Permits			
	Fireworks Stand Inspection	$ 179	$ 183
	Fireworks Booth Application Fee	$ 179	$ 183
	Christmas Tree Lot/ Pumpkin Patch	$ 179	$ 183
Tent Permits			
	201 to 400 square feet	$ 179	$ 183
	401 to 1500 square feet	$ 179	$ 183
	1501 - 15,000 square feet	$ 179	$ 183
	15,001 - 30,000 square feet	$ 179	$ 183
	> 30,000 square feet	$ 179	$ 183
Automatic Fire Sprinkler:			
	Inspections/New Systems/Repair		
	0-5,000 s.f.	$ 538	$ 550
	5,001-15,000 s.f.	$ 897	$ 918
	15,001-30,000 s.f.	$ 1,259	$ 1,288
	> 30,001 s.f. (each additional 10k s.f.)	$ 897	$ 918
	Fire Sprinkler Commercial Aboveground		
	Fire Sprinkler Commercial Underground		
	Fire Sprinkler Residential (13-D)		
Fire Alarm Systems:			
	Inspections/New Systems/Repair/Alterations		
	0 - 5,000 s.f.	$ 538	$ 550
	5,001 - 15,000 s.f.	$ 897	$ 918
	15,001 - 30,000 s.f.	$ 1,259	$ 1,288
	> 30,0001 s.f. (each additional 10K s.f.)	$ 897	$ 918
	Fire Alarm Systems - Commercial		
	Fire Alarm Systems - Residential (req by CRC)		
Fire False Alarm Response			
	Fire False Alarm Response	$ 271	$ 277
	(Eng, truck, Bat Chief)		
	Drug/DUI/Hazmat Incident Response		
	Fire Department Equipment Costs: *(placeholder for MFS - not analyzed as part of this scope)*		
	Administration Vehicle - per hour		

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF FIRE DEPARTMENT FEES

		19/20 Adopted (3.7%)	20/21 Proposed (2.3%)
FIRE DEPARTMENT FEES			
HOURLY RATEs			
	Engineering Services		
	Policy - 200-300 percent of normal cost of permit (what is Bldg?)?		
	Fire Hourly Rate	**$ 179**	**$ 183**
	Enginer Company - hourly rate	**$ 538**	**$ 550**
	Copy Service - per page	**$ 0.10**	**$ -**
	For services requested of City staff which have no fee listed in this fee schedule, the City Manager of the City Manager's designee shall determine the appropriate fee based on the established hourly rates for this department/division. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application.		

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF POLICE DEPARTMENT FEES

	19/20 Adopted (3.7%)	20/21 Proposed (2.3%)
POLICE DEPARTMENT FEES		
RECORDS, DOCUMENTS AND SPECIAL SERVICES		
Accident reports (online service)	$ 19	$ 19
Accident reports	$ 44	$ 45
Police Report - per PRA		
DVD/CD Copy	$ 35	$ 36
U-Visa Request	$ 118	$ 121
Sworn		
Non-sworn		
Outside Agency CLETS Entry (statewide database)	$ 53	$ 54
Outside Agency background request	$ 19	$ 19
Outside Agency background request - other City jurisdiction	$ 19	$ 19
Firearms Storage Fee	$ 318	$ 325
Adult Arrest Sealing Request	$ 159	$ 163
Building Security Services (secure building after a burglery)	$ 382	$ 391
Sworn		
Non-Sworn		
ALARMS / DISTURBANCE		
Alarm Use Permit		
Residential new application	$ 108	$ 110
Sworn		
Non-Sworn		
Residential annual renewal fee		
Non-Sworn	$ 35	$ 36
Commercial new application	$ 108	$ 110
Sworn		
Non-Sworn		
Commercial annual renewal fee		
Non-Sworn	$ 35	$ 36
False Alarm Assessment		
First Alarm Response	$ 183	$ 187
Sworn (2 units)		
Non-sworn		
Second Response	$ 183	$ 187
Sworn		
Non-sworn		
Each Additional Response	$ 183	$ 187
Sworn		
Non-sworn		

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF POLICE DEPARTMENT FEES

	19/20 Adopted (3.7%)	20/21 Proposed (2.3%)
POLICE DEPARTMENT FEES		
Response to Peace Disturbance		
First Response	$ 183	$ 187
Sworn		
Non-sworn		
Second Response	$ 183	$ 187
Sworn		
Non-sworn		
Each Additional Response	$ 183	$ 187
Sworn		
Non-sworn		
VEHICULAR		
Equipment Violation, re-inspection (written by SPD)	$ 12	$ 12
Equipment Violation, re-inspection (written by non SPD)	$ 12	$ 12
Parking Citation Admin Review		
Sworn	$ 28	$ 29
Parking Citation Hearing (appeal)		
Sworn	$ 83	$ 85
Vehicle Abatement		
Per vehicle	$ 217	$ 222
Sworn		
Non-sworn		
Vehicle Abatement Appeal	$ 106	$ 108
Impound Vehicle Release Fee (30 day hold) - no license)	$ 217	$ 222
Sworn		
Non-sworn		
Impound Vehicle Release Fee	$ 190	$ 194
Sworn		
Non-sworn		
Impound Release - repo fee Regulated by State. **Do Not Increase**	$ 18	$ 18
FORT ORD CODE ENFORCEMENT		
Fine for metal detecting on Fort Ord property	$ -	$ 500
EMERGENCY RESPONSE		
DUI Incident Recovery	$ 328	$ 336
DUI Accident/Hazmat Incident/Emergency Response Recovery		
Hourly Rates (Full Cost Recovery)	$ 164	$ 168

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF POLICE DEPARTMENT FEES

	19/20 Adopted (3.7%)	20/21 Proposed (2.3%)
POLICE DEPARTMENT FEES		
REGULATORY PERMITS		
Tow Service Provider Application (annual)	$ 464	$ 475
sworn		
non-sworn		
Vending Vehicles-new	$ 59	$ 60
sworn		
non-sworn		
Vending Vehicles-renewal	$ 59	$ 60
sworn		
non-sworn		
Massage Establishment/Technician-new	$ 100	$ 102
sworn		
non-sworn		
Massage Establishment/Technician-renewal	$ 100	$ 102
sworn		
non-sworn		
Solicitor-new	$ 67	$ 69
sworn		
non-sworn		
Solicitor-renewal	$ 67	$ 69
sworn		
non-sworn		
Pawn/Secondhand/Junk-new	$ 519	$ 531
sworn		
non-sworn		
Pawn/Secondhand/Junk-renewal	$ 519	$ 531
sworn		
non-sworn		
Live Entertainment/Dance (special event)	$ 67	$ 69
sworn		
non-sworn		

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF POLICE DEPARTMENT FEES

		19/20 Adopted (3.7%)	20/21 Proposed (2.3%)
POLICE DEPARTMENT FEES			
	Firearms-new sworn non-sworn	$ 519	$ 531
	Firearms-renewal sworn non-sworn	$ 519	$ 531
	ABC Permit Review sworn non-sworn	$ 108	$ 110
	Taxi Driver Permit (annual)	$ 27	$ 28
	For services requested of City staff which have no fee listed in this fee schedule, the City Manager of the City Manager's designee shall determine the appropriate fee based on the established hourly rates for this department/division. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application.		

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF POLICE DEPARTMENT - ANIMAL SERVICES FEES

	19/20 Adopted	20/21 Adopted
POLICE DEPARTMENT - ANIMAL SERVICES		
ANIMAL CONTROL SERVICES		
Dog License Fee		
Unaltered - Resident:		
7 months	$ 25	$ 26
13 months	$ 25	$ 26
25 months or more	$ 25	$ 26
Altered- Resident:		
7 months	$ 25	$ 26
13 months	$ 25	$ 26
25 months or more	$ 25	$ 26
Unaltered - Senior Citizen (65 years and older)		
7 months	$ 25	$ 26
13 months	$ 25	$ 26
25 months or more	$ 25	$ 26
Altered - Senior Citizen (65 years and older)		
7 months	$ 25	$ 26
13 months	$ 25	$ 26
25 months or more	$ 25	$ 26
Late Filing Fee	$ 25	$ 26
Replacement of Lost Dog Tag	$ 25	$ 26
License Transfer Fee	$ 25	$ 26
Animal Impound Fines		
Licenced	$ 57	$ 58
Unlicensed	$ 87	$ 89
2nd Offense (all)	$ 116	$ 119
3rd or more offense (all)	$ 230	$ 235

CITY OF SEASIDE
STAFF REPORT

Item No.: 13.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Scott Ottmar, Senior Engineer
Misty Bradshaw, Associate Engineer

DATE: June 18, 2020

SUBJECT: **INTRODUCTION OF AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE SECTION 13.10.020 "WATER RATES AND CHARGES" FOR ADDITION OF CAPACITY FEE TO BE ADDED TO THE ADOPTED FEE SCHEDULE (FIRST READING - ROLL CALL VOTE)**

PURPOSE & RECOMMENDATION

Introduce and approve the draft Ordinance to amend the Seaside Municipal Code Section 13.10.020 "Water Rates and Charges" to include the addition of a capacity fee into the City of Seaside's annual adopted fee schedule.

BACKGROUND

The proposed connection fee is a one-time charge by the City on new development, redevelopment, and expansions, to recover the estimated reasonable cost of water infrastructure to the property being charged for new service connections within the existing service area. The fee will provide a source of revenue needed to mitigate the water related impacts of new development and redevelopment. Currently the City does not have a capacity fee.

The City retained Bartle Wells Associates (Bartle Wells) to provide professional services to conduct a Water Connection Fee Study. Bartle Wells conducted the study and prepared the 2020 Water Capacity Fee Study Draft Report, dated May 13, 2020.

In order to arrive at the revised capacity fess, Bartle Wells proposed an Average Cost Methodology. Fees were calculated based on the estimated present value of the water system assets, 10, Year Water Capital Improvement Plan project costs, and growth projections over the next 10 years. BWA calculated the fees on a cost per meter equivalent unit (EDU), and for the average residential unit at ¾" or less, the proposed water capacity fee is $8,631. As part of their efforts in preparing the report, Bartle Wells conducted a survey of the surrounding water agencies to compare. The average current fee of eight of the surrounding Agencies was $18,403 per EDU.

The proposed amendment to the Seaside Municipal Code will address the addition of the Water Capacity Fee to the City of Seaside's Annual Fee Schedule. The text amendment will be for an addition of a new Paragraph E. under Section 13.10.020 - Water Rates and Charges. The proposed text amendment is attached hereto as Attachment 2. If approved, the fee schedule attachment 4 will be inserted into the City's fee schedule.

ENVIRONMENTAL COMPLIANCE:

Per Title 14 of the California Code of Regulations, Section 15060 "Preliminary Review" an activity is not subject to CEQA if: "…(3) The activity is not a project as defined in Section 15378."

Evidence:
CEQA Guidelines Section 15378, states:
(b) Project does not include:
(4) The creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

The addition of the water capacity fee is not a commitment to a project, but rather solely a mechanism to provide a source of revenue needed to mitigate the water service related impacts of new development and redevelopment.

FISCAL IMPACT

There is no fiscal impact to the City in adopting an amendment to the Municipal Code for the water connection capacity fees. The proposed ordinance provides the mechanism to allow the City to collect actual costs to the system imparted by new connections.

ATTACHMENTS

1. Draft Ordinance - 13.10.020
2. Draft Muni Code Revision Redlines
3. Draft Capacity Fee Report
4. Capacity Fee Schedule

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

ORDINANCE NO. 20-XX

AN ORDINANCE OF THHE CITY COUNCIL OF THE CITY OF SEASIDE

AMENDING SEASIDE MUNICIPAL CODE SECTION 13.10.020 "WATER RATES AND CHARGES" FOR ADDITION OF CAPACITY FEE TO BE ADDED TO THE ADOPTED FEE SCHEDULE (FIRST READING - ROLL CALL VOTE)

THE CITY COUNCIL OF THE CITY OF SEASIDE DOES ORDAIN AS FOLLOWS:

SECTION 1. GENERAL PURPOSE AND FINDINGS.

The purpose of this Ordinance is to consider the following text amendments to the Seaside Municipal Code:

> Proposed text amendments to Seaside Municipal Code Title 13, Chapter 10.020 Municipal Water System – Water Rates and Charges.

FINDINGS

WHEREAS the City of Seaside currently does not have a water capacity fee; and

WHEREAS, the Capacity Fee will provide a source of revenue needed to mitigate the water related impacts of new development and redevelopment; and

WHEREAS, the Seaside Municipal Code will be amended to include addition of the Water Capacity Fee in the Annual Fee Schedule with the addition of Paragraph E to Section 13.10.020 – Water Rates and Charges.

SECTION 2. ENVIRONMENTAL COMPLIANCE

The proposed changes to the Ordinance will not result in direct or indirect changes to the environment and do not meet the definition of a project under CEQA. (14 CCR 15378(b)).

SECTION 3. PROPOSED TEXT AMENDMENT ADDITION

This ordinance incorporates the following text amendments into Seaside Municipal Code Section 13.10.020 as the addition of paragraph E.

E. A water system capacity charge based upon meter size shall be adopted by the City Council in the annual schedule of fees and charges. Capacity fees are assessed with a new service connection or expansion of existing service. An expansion of existing service shall pay the difference between the existing meter size capacity fee and the larger meter size capacity fee. No credit will be given for a reduction in meter size. Capacity fees are separate from the City's rates for water service.

SECTION 4. EFFECTIVE DATE

This Ordinance shall become effective thirty (30) days after its final passage and adoption at a duly noticed public hearing for the second reading of the proposed text amendments.

INTRODUCED AND PASSED TO PRINT at a regular meeting of the City Council of the City of Seaside, State of California, on the 18th day of June, 2020.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the __ day of July, 2020, by the following vote:

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

_____
Ian Oglesby, Mayor

ATTEST:

_____
Lesley Milton, City Clerk

Chapter 13.10
MUNICIPAL WATER SYSTEM

Sections:

13.10.010 Definitions.

13.10.020 Water rates and charges.

13.10.030 Meter tests and adjustments of bills for meter error.

13.10.040 Billing for and payment of water charges.

13.10.050 Person responsible for payment to pay security deposits.

13.10.060 Enforcement measures – Delinquencies.

13.10.070 Effective date of water charges.

13.10.080 Connections – Permits to connect.

13.10.090 Duties of city engineer and water collector.

13.10.100 Shortage of supply and service interruptions.

13.10.110 Appeals.

13.10.010 Definitions.

SHARE

The following terms when used in this chapter shall have the following respective meanings:

"City" means the city of Seaside.

"Consumer" means any person, firm, company, corporation, partnership, association, any public corporation, political subdivision, city, county, district, the state of California or the United States of America, or any department or agency of any thereof, billed for water furnished by the municipal water system. The singular in each case shall include the plural.

"Municipal water system" means the city waterworks system for the production, transmission and distribution of water, including lands, easements, water rights, reservoirs, water mains, filtration works, wells, pumping station, water supply, storage and distribution facilities and equipment and other works, including the acquisition of any existing facilities used for or useful in obtaining, conserving, treating and disposing of water for the city.

"Premises" means any lot, piece or parcel of land, or any building or other structure or any part of any building or structure having a connection with the municipal water system.

"Water" means water furnished by the municipal water system.

“Water collector” means the person or department designated by the city manager to perform the services or make the determinations permitted or required under this chapter to be made by the water collector.

“Water service” means the services, facilities and water furnished or available to premises by the municipal water system. (Ord. 646, 1983)

13.10.020 Water rates and charges. SHARE

A. For the purpose of providing funds for the acquisition, construction, improving and financing of the municipal water system and for the purpose of defraying the cost of maintenance and operation of the municipal water system, there are levied and assessed upon all premises having any connections with the municipal water system monthly water rates and charges for the water furnished or available to such premises by the municipal water system. All water supplied to premises shall be measured by means of suitable standard water meters. A cubic foot shall be the unit of measurement. The water rates and charges, including monthly minimum charges and monthly quantity rates for water in excess of that furnished for the monthly minimum charges, shall be adopted by the city council in the annual schedule of fees and charges.

B. No water and no services or facilities of the municipal water system shall be furnished to any consumer except city parks, or to any person, free of charge.

C. The city shall determine the type and description of water services, including but not limited to size of service pipes, number of meters, and number of services per meter.

D. No consumer shall resell any water furnished by the city through the municipal water system without written prior approval of the city engineer. (Ord. 979 (Exh. A), 2009; Ord. 646, 1983)

E. A water system capacity charge based upon meter size shall be adopted by the City Council in the annual schedule of fees and charges. Capacity fees are assessed with a new service connection or expansion of existing service. An expansion of existing service shall pay the difference between the existing meter size capacity fee and the larger meter size capacity fee. No credit will be given for a reduction in meter size. Capacity fees are separate from the City’s rates for water service.

City of Seaside

2020 Water Capacity Fee Study

Draft Report

May 13, 2020

BARTLE WELLS ASSOCIATES
INDEPENDENT PUBLIC FINANCE ADVISORS

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BARTLE WELLS ASSOCIATES
INDEPENDENT PUBLIC FINANCE ADVISORS

1889 Alcatraz Avenue
Berkeley, CA 94703
T: 510-653-3399
www.bartlewells.com

May 13, 2020

City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Attn: Scott Ottmar, Acting City Engineer

Re: 2020 Water Capacity Fee Study

Bartle Wells Associates (BWA) is pleased to submit to the City of Seaside the attached Water Capacity Fee Study. The results of the of the study are a product of extensive review of public information and input from City Staff.

This study presents BWA's analysis of the costs of the City's water infrastructure, assets and projects benefiting new development. The enclosed report recommends capacity fees calculated using an average cost methodology to recover the benefit associated with new development within the water system given the value of water assets, capital improvement plans, and projected number of customers through 2030. BWA finds that the proposed fees follow generally accepted fee design criteria and adhere to the substantive requirements of California government code.

We have enjoyed working with the City on this study. Please contact us with any future questions about this study and the recommended capacity fees.

Sincerely,

BARTLE WELLS ASSOCIATES

Doug Dove, CIPFA
Principal

Abigail Seaman
Financial Analyst

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1 Introduction, Objectives, and Government Code

1.1 Introduction and Objectives

Bartle Wells Associates (BWA) has been retained by the City of Seaside (City) to conduct a Water Capacity Fee Study. Key objectives of the study include (1) evaluating the City's current value of water assets, (2) assessing the marginal benefit of assets and short-term capital improvement projects on new development, and (3) developing a capacity fee that equitably recovers the cost of infrastructure and assets benefitting new development.

The City does not currently charge water capacity fees, but has the authority to levy capacity fees according to California Government Code. Capacity fees are one-time fees, paid up-front as a condition of new development or expansion. Capacity charges are separate from the City's rates for water service. New connections begin paying the City's water rates after they have paid their capacity fee and become ongoing customers.

BWA examined several fee calculation methodologies and ultimately recommends that the City use an average-cost methodology to establish water capacity fees. Fees were calculated based on the estimated present value of water system assets, 10-year Water Capital Improvement Plan project costs, and growth projections over the next 10 years (2020-2030). Proposed fees will be levied based on water meter size according to the maximum flow factor established by the American Water Works Association. BWA's recommended fees align with industry standards and regional trends and were developed with extensive input from Staff.

1.2 Government Code

Development impact fees are governed by California Government Code Section 66000 et. seq This section of the Code was initially established by Assembly Bill 1600 (AB 1600) and is commonly referred to as the Mitigation Fee Act. Pursuant to the Code, a development impact fee is not a tax or special assessment but is instead a voluntary fee levied to defray the cost of public facilities needed to serve a new development.

Section 66013 of the Code specifically governs water and wastewater capacity fees. This section of the Code defines a "capacity charge" to mean "a charge for public facilities in existence at the time a charge is imposed or charges for new public facilities to be acquired or constructed in the future that are of proportional benefit to the person or property being charged." The Code distinguishes "capacity charges" from "connection fees" which are defined as fees for the physical facilities necessary to make a water or wastewater connection, such as costs related to installation of meters and pipelines from a new building to a water or wastewater main.

According to the Section 66013, a water or wastewater capacity fee "shall not exceed the estimated reasonable cost of providing the service for which the fee or charge is imposed" unless approved by a two-thirds vote. As such, the capacity fees calculated in this report represent the maximum fees that the City can levy. Section 66013 does not detail any specific methodology for calculating capacity fees.

Section 66016 of the Code identifies the procedural requirements for adopting or increasing water and wastewater capacity fees and Section 66022 summarizes the general process by which the fees can be legally challenged. The full text of Sections 66013, 66016 and 66022 are attached in Appendix B.

2 Capacity Fee Calculation Methodology

2.1 Standard Capacity Fee Calculation Methodologies

BWA reviewed the legal framework for establishing capacity fees, the latest information on the City's water system, and various methodologies for calculating capacity fees. Four widely accepted capacity fee calculation methodologies are summarized below.

1. **Average Cost Approach – Recommended Method**

Under this approach, the capacity fee is calculated based on the total costs of existing and future water facilities benefiting new development (in current dollars), divided by total projected benefit units in the 10-year capacity fee horizon. The resulting fee represents the average cost of water facilities benefiting growth.

$$\frac{Existing\ Asset\ Value + Total\ CIP}{Total\ Units}$$

2. **Buy-In + Expansion Cost Approach**

Under this approach, the capacity fee includes two components: a) a buy-in component to recover an equitable share of costs for existing facilities available to serve new development (in current dollars), plus b) an expansion component to recover the cost of capacity in future facilities needed to serve projected new development.

$$\frac{Future\ Share\ Existing\ Assets}{Future\ Units} + \frac{Future\ User\ Share\ of\ CIP}{Future\ Units}$$

3. **Buy-In Cost Only Approach**

Under this approach, the fee is based on the cost of existing facilities and assets (in current dollars) divided by current water system benefit units. The buy-in approach is more commonly used by agencies that are mostly built out with water systems that require minimal future facility improvements.

$$\frac{Existing\ Asset\ Value}{Current\ Units}$$

4. **Expansion/Marginal Cost Only Approach**

Under this approach, the fee is based on the cost of future expansion-related improvements (in current dollars) divided by the future development units associated with those improvements. Fees calculated under this approach represent the marginal cost of adding a unit of expansion. This approach excludes cost recovery for existing facilities and assets that provide benefit to new development.

$$\frac{Future\ User\ Share\ of\ CIP}{Future\ Units}$$

2.1.1 BWA Recommended Method: Average Cost Approach

BWA recommends that the City establish a capacity fee for based on the "Average Cost Approach". The City's water system has adequate capacity to meet future growth and does not need to expand capacity. New customers should pay an equitable fee to use the existing water system, including current assets and capital improvement projects planned within the 10-year planning period.

2.1.2 Current Customers & Meter Equivalent Units

The City's current water customers are charged fixed water rates based on ¾" or less meter equivalent units. Demographic data is shown in Table 1 below. The City currently serves 772 water connections, equal to 999 meter equivalent units of ¾" or less water meters. Flow factors are determined by maximum flow factors established by the American Water Works Association (AWWA).

Table 1

2020 Customer Data

Water Meter Size	# Meters [1]	Max Flow Rate (GPM) [2]	Max Flow Ratio	3/4" or less Meter Equivalent Units
3/4" or less	737	30	1.00	737
1" or less	26	50	1.67	43
1.5"	1	100	3.33	3
2"	1	160	5.33	5
3"	1	300	10.00	10
4"	0	500	16.67	0
6"	6	1000	33.33	200
Total	**772**			**999**

[1] 2019 Water Rate Study Update, Bartle Wells Associates/SMWD

[2] American Water Works Association Standards, Manual M22, 2nd edition, 2004, page 62.

BWA recommends that water capacity fee benefit units align with AWWA meter flow ratios. All new connections with a water meter requirement of ¾" or less will pay a fee with a factor of 1.00. Larger meter size requirements will pay a higher fee according to the maximum flow ratio of the meter, since increased flow capacity is associated with a larger demand on the water system. This is a widely used method of assessing water capacity fees and will be simple for the City to administer since it aligns with the current water rate structure.

2.2 Buildout Growth Projection

The City of Seaside anticipates very little growth over the next 10 years according to population estimates and Staff projections of future development. As shown on Table 2, the City can anticipate 15 new meter equivalent units through 2030, representing a growth rate of about .15% per year.

Table 2

Buildout Growth Projections

2020 Meter Equivalent Units	999
Future Growth Meter Equivalents 2030 [1]	15
2030 Total Meter Equivalents	**1,014**
Annual Growth Rate	**0.15%**

[1] Seaside Staff Estimate

3 Water Capacity Fee Calculation

Under the methodology described in Section 2.1.1, water capacity fees are designed to recover the average cost of water facilities benefiting growth, including the present value of existing water system facilities and assets, and the cost of system upgrades and expansion needed to serve the City through 2030.

3.1 System Buy-In Component – Existing Assets

Since detailed asset value information was not available, BWA calculated the present value of the water system using asset listings provided by the City and an estimate of replacement cost less depreciation. Replacement costs were estimated using comparable data in the 2020 Water Master Plan developed by Marina Coast Water District nearby. Depreciation was estimated using BWA and Staff estimates, and purchase year data where available. The 2020 system asset value is summarized on Table 3 and provided in detail in Appendix A. This represents the buy-in portion of the capacity fee calculation.

Table 3

Estimated Water System Asset Value

Category	**2020 Asset Value [1]**
Pipelines (39,043 total ft)	$220,805
Pumps (3)	$850,000
Storage Tanks (2)	$300,000
Groundwater Well (1)	$1,200,000
Total Buy-In Portion - Existing Asset Value	$2,570,805

[1] Asset listings provided by Seaside Staff
Replacement Cost: MCWD 2020 Master Plan, BWA & Staff Estimates
Depreciation: BWA & Staff Estimates

3.2 System Expansion Component – Capital Improvement Plan

The City's 10-year Capital Improvement Plan outlines projects needed to maintain the water system, including upgrades, expansions, regular maintenance, and new facilities. The Capital Improvement Plan is listed by project in Table 4. The total CIP cost is the expansion portion of the capacity fee.

Table 4

2020-2030 Capital Improvement Plan

Project Description	Total Project Cost
Water Security Upgrades	$390,000
Well Replacement	$1,950,000
Water System Improvements	$390,000
Tank Improvements Project	$1,200,000
Alternative Water Source	$1,010,000
Arc Flash Hazard Mitigation	$120,000
Misc. Improvements	$430,000
Total Expansion Portion - Capital Improvement Plan	**$5,490,000**

Source: 2019 Water Rate Study Update, Bartle Wells Associates/SMWD

3.3 Water Capacity Fee Calculation

Table 5 shows the detailed calculation of the proposed water capacity fee using the average cost methodology described in Section 2.1.1 and cost components described in Section 3. Fees were calculated using ¾" or less meter equivalent units per the recommendation in Section 2.1.2.

Table 5

Proposed Water Capacity Fee Calculation

1 Total Buy-In Portion - Existing Asset Value	$3,262,095
2 Total Meter Equivalent Units to 2030	1,014
3 Buy-In Portion of Capacity Fee $/Meter Equivalent (1/2)	$3,217
4 Total Expansion Portion - Capital Improvement Plan	$5,490,000
2 Total Meter Equivalent Units to 2030	1,014
6 Expansion Portion of Capacity Fee $/Meter Equivalent (4/5)	$5,414
7 Proposed Capacity Fee - Average Cost $/Meter Equivalent (3+6)	**$8,631**

The proposed fee is designed to recover costs for:

- **System Buy-In Portion - Existing Facilities & Assets:** To be reasonable and conservative, capacity fee recovery accounts for the depreciated value of the City's water facilities escalated to current dollars using replacement cost estimates from Marina Coast Water District, a similar nearby water agency.

- **Expansion Cost Component - Capital Projects:** The capacity fee recovers capital improvement project costs according to the City's 10-year Capital Improvement Plan (2020-2030)

Buy-in and expansion costs are divided by total projected meter equivalent units through 2030. The resulting fee represents the average cost of water facilities benefiting growth.

3.4 Proposed Water Capacity Fees

Table 6 lists the FY 2020-21 proposed water capacity fee schedule by meter size. per the methodology and City information detailed in this report. BWA has calculated fees on a $/meter equivalent unit basis using the proposed methodology described in Section 2.1.1 and calculated in Table 5.

Table 6

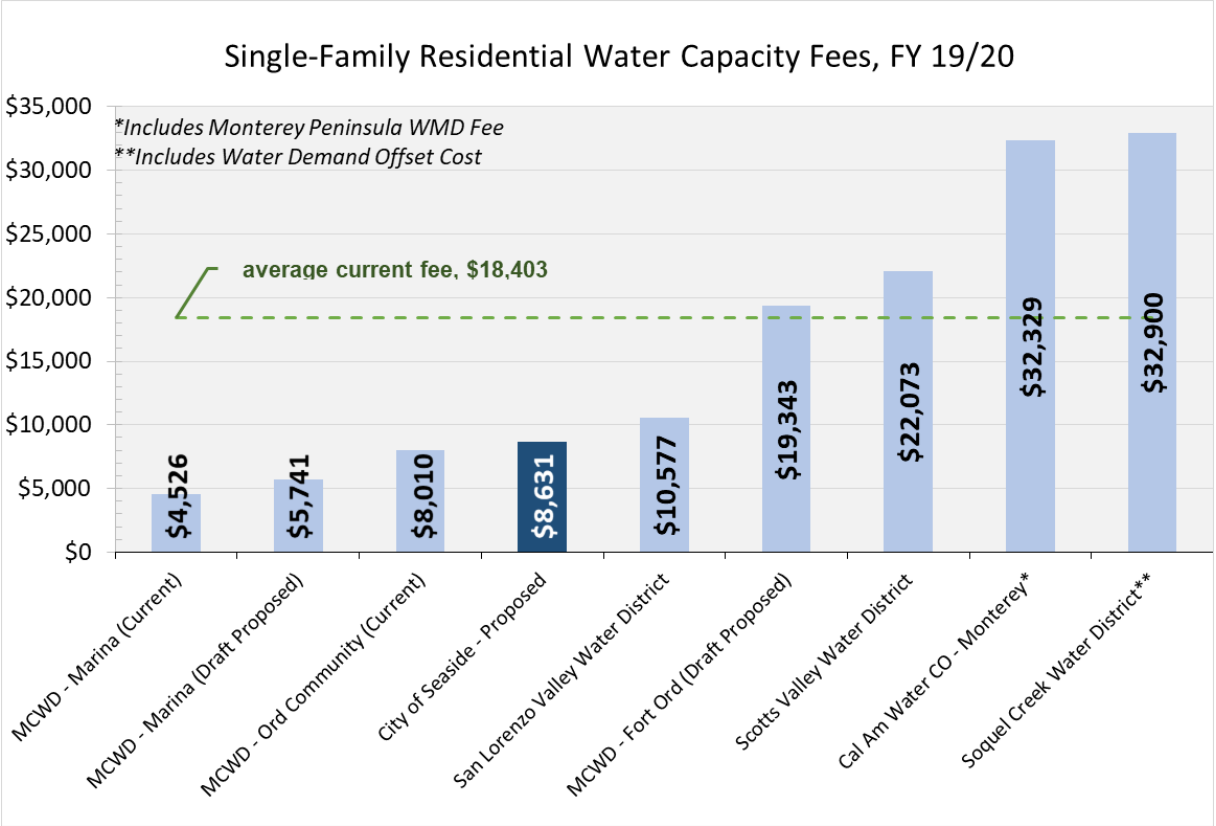
Proposed Water Capacity Fees

Meter Size	Meter Ratio	FY 2020-21 Proposed Fee
3/4" or less	1.00	$8,631
1" or less	1.67	$14,385
1.5"	3.33	$28,771
2"	5.33	$46,033
3"	10.00	$86,313
4"	16.67	$143,854
6"	33.33	$287,709

3.5 Capacity Fee Survey of Surrounding Agencies

BWA conducted a capacity fee survey of surrounding water agencies to compare with the City's proposed fee. The new proposed water capacity fees would place the City in the middle range of single-family capacity fees in the region but far below the average fee, as shown in Figure 1.

Figure 1
2019/20 Water Capacity Fee Survey



4 Conclusion and Recommendations

4.1 Conclusion

BWA finds that the proposed fees follow generally accepted fee design criteria and adhere to the substantive requirements of California government code. The above proposed capacity fees, calculated using the average-cost methodology and levied based on water meter size, represent the most up to date and equitable distribution of cost for new development in the water enterprise. The proposed fees align with regional standards and equitably recover new development's share of costs for the water enterprise. BWA recommends that the City adopt the proposed FY 2020/21 fees enclosed in this report by following the procedure to increase capacity fees as follows:

1. Create a nexus study to determine equitable capacity fees (Done by BWA)
2. Set notice the date of a public hearing as required in Government Code
3. Send notice of hearing to developers if specifically requested in writing
4. Hold public hearing and adopt new capacity fees via Resolution
5. Fees may become effective not less than 30 days after adoption

4.2 Future Fee Adjustments

In future years, BWA recommends that the City update its capacity fees annually by adjusting the fees by the change in the Engineering News-Record Construction Cost Index (San Francisco) to account for future construction cost inflation. Additionally, the City should review and consider updating its capacity fees when substantial revisions are made to anticipated capital improvement costs or to substantial changes in projected demand. In general, BWA recommends that capacity fees be independently reviewed and/or updated approximately once every five years.

Appendix A – Detailed Capacity Fee Calculation

2020-21 Proposed Water Capacity Fees (Average Cost)					
Seaside Municipal Water District					
2020 Water Capacity Fee Study					
1. Buy-In Portion - Existing Assets (Estimated 2020 Value)					
A. Pipelines - By Diameter[1]	Total Length (ft)	$/Foot[2]	Est. Replacement Cost	% Depreciated	**Est. Asset Value**
2"	301	$32.92	$9,908	80%	$1,982
3"	0	$49.38	$0	80%	$0
4"	5,402	$65.83	$355,632	80%	$71,126
6"	17,099	$98.75	$1,688,526	80%	$337,705
8"	10,651	$131.67	$1,402,382	80%	$280,476
> 12"	5,590	$197.50	$1,104,025	80%	$220,805
Total	**39,043**		**$4,560,473**		**$912,095**
B. Other Assets		Purchase Date	Est. Replacement Cost	% Depreciated	**Est. Asset Value**
Storage Tanks (2 @ 500,000 gal)		1960	$3,000,000	90%	$300,000
Groundwater Well (1 @ 0.72 MGD)		2001	$3,000,000	60%	$1,200,000
Pump (1 @ 75 hp)		2015	$1,000,000	40%	$600,000
Pump (1 & 5hp)		2018	$250,000	10%	$225,000
Pump (1 & 5hp)		1960	$250,000	90%	$25,000
Total			**$7,500,000**		**$2,350,000**
			Total Buy-In Portion - Existing Asset Value		**$3,262,095**
2. Expansion Portion -2020-2030 Capital Improvement Plan[3]					
Capital Improvement Project					**Est. Project Cost**
Water Security Upgrades					$390,000
Well Replacement					$1,950,000
Water System Improvements					$390,000
Tank Improvements Project					$1,200,000
Alternative Water Source					$1,010,000
Arc Flash Hazard Mitigation					$120,000
Misc. Improvements					$430,000
Total					**$5,490,000**
			Total Expansion Portion - Capital Improvement Plan		**$5,490,000**
			Total System Value - Buy-In + Expansion		**$8,752,095**
3. Dividing Factor - Meter Equivalent Units					**Meter Equivalent Units**
Total Meter Equivalent Units - Current[4]					999
Expected Growth (2020 - 2030)[5]					15
Total Meter Equivalents - Growth					**1,014**
					Water Capacity Fee $/Meter Equivalent
			Average Cost Capacity Fee - Total System Value/ Total 2030 Meter Equivalent Units		**$8,631**

Appendix B – Government Code Pertaining to Capacity Fees

California Government Code
Key Sections Pertaining to Water & Wastewater Capacity Fees
Sections 66013, 66016, & 66022

66013

(a) Notwithstanding any other provision of law, when a local agency imposes fees for water connections or sewer connections, or imposes capacity charges, those fees or charges shall not exceed the estimated reasonable cost of providing the service for which the fee or charge is imposed, unless a question regarding the amount of the fee or charge imposed in excess of the estimated reasonable cost of providing the services or materials is submitted to, and approved by, a popular vote of two-thirds of those electors voting on the issue.

(b) As used in this section:

(1) “Sewer connection” means the connection of a structure or project to a public sewer system.

(2) “Water connection” means the connection of a structure or project to a public water system, as defined in subdivision (f) of Section 116275 of the Health and Safety Code.

(3) “Capacity charge” means a charge for public facilities in existence at the time a charge is imposed or charges for new public facilities to be acquired or constructed in the future that are of proportional benefit to the person or property being charged, including supply or capacity contracts for rights or entitlements, real property interests, and entitlements and other rights of the local agency involving capital expense relating to its use of existing or new public facilities. A “capacity charge” does not include a commodity charge.

(4) “Local agency” means a local agency as defined in Section 66000.

(5) “Fee” means a fee for the physical facilities necessary to make a water connection or sewer connection, including, but not limited to, meters, meter boxes, and pipelines from the structure or project to a water distribution line or sewer main, and that does not exceed the estimated reasonable cost of labor and materials for installation of those facilities.

(6) “Public facilities” means public facilities as defined in Section 66000.

(c) A local agency receiving payment of a charge as specified in paragraph (3) of subdivision (b) shall deposit it in a separate capital facilities fund with other charges received, and account for the charges in a manner to avoid any commingling with other moneys of the local agency, except for investments, and shall expend those charges solely for the purposes for which the

charges were collected. Any interest income earned from the investment of moneys in the capital facilities fund shall be deposited in that fund.

(d) For a fund established pursuant to subdivision (c), a local agency shall make available to the public, within 180 days after the last day of each fiscal year, the following information for that fiscal year:

(1) A description of the charges deposited in the fund.

(2) The beginning and ending balance of the fund and the interest earned from investment of moneys in the fund.

(3) The amount of charges collected in that fiscal year.

(4) An identification of all of the following:

(A) Each public improvement on which charges were expended and the amount of the expenditure for each improvement, including the percentage of the total cost of the public improvement that was funded with those charges if more than one source of funding was used.

(B) Each public improvement on which charges were expended that was completed during that fiscal year.

(C) Each public improvement that is anticipated to be undertaken in the following fiscal year.

(5) A description of each interfund transfer or loan made from the capital facilities fund. The information provided, in the case of an interfund transfer, shall identify the public improvements on which the transferred moneys are, or will be, expended. The information, in the case of an interfund loan, shall include the date on which the loan will be repaid, and the rate of interest that the fund will receive on the loan.

(e) The information required pursuant to subdivision (d) may be included in the local agency's annual financial report.

(f) The provisions of subdivisions (c) and (d) shall not apply to any of the following:

(1) Moneys received to construct public facilities pursuant to a contract between a local agency and a person or entity, including, but not limited to, a reimbursement agreement pursuant to Section 66003.

(2) Charges that are used to pay existing debt service or which are subject to a contract with a trustee for bondholders that requires a different accounting of the charges, or charges that are used to reimburse the local agency or to reimburse a person or entity who advanced funds under a reimbursement agreement or contract for facilities in existence at the time the charges are collected.

(3) Charges collected on or before December 31, 1998.

(g) Any judicial action or proceeding to attack, review, set aside, void, or annul the ordinance, resolution, or motion imposing a fee or capacity charge subject to this section shall be brought pursuant to Section 66022.

(h) Fees and charges subject to this section are not subject to the provisions of Chapter 5 (commencing with Section 66000), but are subject to the provisions of Sections 66016, 66022, and 66023.

(i) The provisions of subdivisions (c) and (d) shall only apply to capacity charges levied pursuant to this section.

(Amended by Stats. 2007, Ch. 94, Sec. 1. Effective January 1, 2008.)

66016

(a) Prior to levying a new fee or service charge, or prior to approving an increase in an existing fee or service charge, a local agency shall hold at least one open and public meeting, at which oral or written presentations can be made, as part of a regularly scheduled meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, and a statement that the data required by this section is available, shall be mailed at least 14 days prior to the meeting to any interested party who files a written request with the local agency for mailed notice of the meeting on new or increased fees or service charges. Any written request for mailed notices shall be valid for one year from the date on which it is filed unless a renewal request is filed. Renewal requests for mailed notices shall be filed on or before April 1 of each year. The legislative body may establish a reasonable annual charge for sending notices based on the estimated cost of providing the service. At least 10 days prior to the meeting, the local agency shall make available to the public data indicating the amount of cost, or estimated cost, required to provide the service for which the fee or service charge is levied, and the revenue sources anticipated to provide the service, including General Fund revenues. Unless there has been voter approval, as prescribed by Section 66013 or 66014, no local agency shall levy a new fee or service charge or increase an existing fee or service charge to an amount which exceeds the estimated amount required to provide the service for which

the fee or service charge is levied. If, however, the fees or service charges create revenues in excess of actual cost, those revenues shall be used to reduce the fee or service charge creating the excess.

(b) Any action by a local agency to levy a new fee or service charge or to approve an increase in an existing fee or service charge shall be taken only by ordinance or resolution. The legislative body of a local agency shall not delegate the authority to adopt a new fee or service charge, or to increase a fee or service charge.

(c) Any costs incurred by a local agency in conducting the meeting or meetings required pursuant to subdivision (a) may be recovered from fees charged for the services which were the subject of the meeting.

(d) This section shall apply only to fees and charges as described in Sections 51287, 56383, 65104, 65456, 65584.1, 65863.7, 65909.5, 66013, 66014, and 66451.2 of this code, Sections 17951, 19132.3, and 19852 of the Health and Safety Code, Section 41901 of the Public Resources Code, and Section 21671.5 of the Public Utilities Code.

(e) Any judicial action or proceeding to attack, review, set aside, void, or annul the ordinance, resolution, or motion levying a fee or service charge subject to this section shall be brought pursuant to Section 66022.

(Amended by Stats. 2006, Ch. 643, Sec. 19. Effective January 1, 2007.)

66022

(a) Any judicial action or proceeding to attack, review, set aside, void, or annul an ordinance, resolution, or motion adopting a new fee or service charge, or modifying or amending an existing fee or service charge, adopted by a local agency, as defined in Section 66000, shall be commenced within 120 days of the effective date of the ordinance, resolution, or motion.

If an ordinance, resolution, or motion provides for an automatic adjustment in a fee or service charge, and the automatic adjustment results in an increase in the amount of a fee or service charge, any action or proceeding to attack, review, set aside, void, or annul the increase shall be commenced within 120 days of the effective date of the increase.

(b)Any action by a local agency or interested person under this section shall be brought pursuant to Chapter 9 (commencing with Section 860) of Title 10 of Part 2 of the Code of Civil Procedure.

(c) This section shall apply only to fees, capacity charges, and service charges described in and subject to Sections 66013, 66014, and 66016.

(Amended by Stats. 2006, Ch. 643, Sec. 20. Effective January 1, 2007.

Table A: Water Capacity Fee Schedule

Meter Size	Capacity Fee
¾” or Less	$8,631
1”	$14,385
1 ½”	$28,771
2”	$46,033
3”	$86,313
4”	$143,854
6”	$287,709

See City of Seaside 2020 Water Capacity Fee Study

CITY OF SEASIDE
STAFF REPORT

Item No.: 13.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton, Assistant City Manager

DATE: June 18, 2020

SUBJECT: **INTRODUCTION OF AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE SECTION 15.34 DIGGING AND EXCAVATION ON THE FORMER FORT ORD, PROHIBITING THE USE OF METAL DETECTION ON FORT ORD LANDS THAT PREVIOUSLY HAD MUNITIONS AND EXPLOSIVES OF CONCERN (FIRST READ-ROLL CALL VOTE)**

PURPOSE & RECOMMENDATION

Introduce and pass to print the draft ordinance.

BACKGROUND

This revision arises from a recent incident involving a trespasser on County lands using metal detection devices. During the review of the matter with the Bureau of Land Management, The U.S. Army, Department of Toxics and Substance Control (DTSC) and th Environmental Protection Agency (EPA), it was discovered that although excavation is prohibited in the digging and excavation ordinances, metal detection was not specifically prohibited. As proposed the revision prohibits metal detection and provides for an infraction offense and administrative fine.

All agencies listed above determined that this was necessary as a deterrent to protect the public health on lands within the jurisdiction of the City of Seaside.

FISCAL IMPACT

There is no fiscal impact to the City beyond the codification costs for this ordinance.

ATTACHMENTS

1. Draft Ordinance

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

MODIFYING SEASIDE MUNICIPAL CODE SECTION 15.34 PROHIBITING THE ACTIVITY OF METAL DETECTING ON LANDS KNOWN TO HAVE MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)

WHEREAS, the City of Seaside has agreements between, the Fort Ord Reuse Authority ("FORA") and the California Environmental Protection Agency, Department of Toxic Substances Control ("DTSC"), related to digging and excavation on approximately one thousand five hundred eighty-one acres of the former Fort Ord military installation ("Fort Ord") that are known or suspected to be contaminated with ordnance and explosives ("OE"); and

WHEREAS, the United States Army has or will transfer portions of the former Fort Ord to the City, some of which were contaminated with OE and is possible that some OE materials may remain on those parcels; and

WHEREAS, recently there have been incidents of metal detecting by individuals on parcels that have been known to have OE; and

WHEREAS, the City, The U.S. Army and the DTSC and the EPA all have an interest in ensuring the highest level of public safety.

THE CITY COUNCIL OF THE CITY OF SEASIDE DOES ORDAIN AS FOLLOWS:

SECTION 1. GENERAL PURPOSE AND FINDINGS.

The purpose of this Ordinance is to modify the Seaside Municipal Code to add provisions prohibiting the action of metal detecting on any lands having been contaminated with ordinance and explosives (OE) or Munitions and Explosives of Concern (MEC) in order to protect the public health.

SECTION 2. ENVIRONMENTAL COMPLIANCE

The proposed changes to the Ordinance will not result in direct or indirect changes to the environment and do not meet the definition of project under CEQA. (14 CCR 15378(b))

SECTION 3. REVISIONS TO CHAPTER 15.34

Text amendment to the Seaside Municipal Code Chapter 15.34 adding the below section into the code.

15.34.051 Metal detecting restrictions.

It is unlawful for any person, to engage in metal detection activities on any property located within an ordinance remediation district. Any violation of this restriction is considered an infraction and may result in an administrative citation as set by the annual fee schedule.

SECTION 6. EFFECTIVE DATE

This Ordinance shall become effective thirty (30) days after its final passage and adoption at a duly noticed public hearing for the second reading of the proposed text revisions.

INTRODUCED AND PASSED TO PRINT at a regular meeting of the City Council of the City of Seaside, on the 18 day of June, 2020.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the ___ day of ____, 2020 by the following vote:

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

_____
Ian N. Oglesby, Mayor

ATTEST:

_____
Lesley Milton, City Clerk

CITY OF SEASIDE
STAFF REPORT

Item No.: 13.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton, Assistant City Manager

DATE: June 18, 2020

SUBJECT: **INTRODUCTION OF AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE SECTION 2.14 BOARDS AND COMMISSIONS (FIRST READING - ROLL CALL VOTE)**

PURPOSE & RECOMMENDATION

Introduce and pass to print the draft ordinance.

BACKGROUND

The Commissions, Committees and Boards are City Council appointed advisory bodies that serve as an important link between the City Council and Community by providing direct involvement in policy-making and communication of vital information.

Cities should strive at all possible times to make decisions with its residents, not merely for them. As the needs of a city change, so too should its Commissions to reflect the mission and vision, relevant to its staffing capacity.

The City of Seaside mission is "Include, Innovate and Inspire" and the City desires to keep the element of inclusiveness present with the continued facilitation of our Boards and Commissions. However, the changing environment that COVID-19 has presented to the City budget has resulted in a severe reduction in programming and a loss of city staff to facilitate boards and commission meetings, activities and record management.

Re-balancing the Board and Commission responsibilities among the remaining staff, the

proposed changes to the Municipal Code include:

- Board and Commissions will meet quarterly, and/or as needed for city business. Meeting dates and time will be established by resolution, for flexibility of commissioners.
- Modification of the Planning Commission purview to reassign and absorb all responsibilities of the Board of Architectural Review (BAR). The existing appointed members of the BAR would become members of the Planning Commission, temporarily increasing membership to 10 members, and through attrition only will return to 7.
- Elimination of the non-active commissions codified into code; Human Relations Commission and the Youth Commission at this time, always subject to reinstatement at a later date if directed.

FISCAL IMPACT

There is no fiscal impact associated with this section beyond codification of the ordinance.

Staff recommends approving the first reading and passing to print the draft ordinance as presented.

ATTACHMENTS

1. Draft Ordinance

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AMEND CHAPTER 2.14 BOARD AND COMMISSIONS MODIFYING MEETING DATES, TIMES, ELIMINATING NON-FUNCTIONING COMMISSIONS AND REORGANIZING DUTIES OF THE PLANNING COMMISSION

WHEREAS, Cities should strive at all possible times to make decisions with its residents, not merely for them; and

WHEREAS, The Commissions, Committees and Boards are City Council appointed advisory bodies that serve as an important link between the City Council and Community by providing direct involvement in policy-making and communication of vital information; and

WHEREAS, As the needs of a city change, so too should its Commissions to reflect the mission and vision, as well as staffing capacity; and

WHEREAS, the changing environment that COVID-19 has presented to the City budget, including loss of city staff to facilitate boards and commission meetings, activities and records, and changes are need to continue the ability for staff to facilitate the public's business, with the appropriate public involvement on the Boards, Commissions and Committees.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF SEASIDE DOES ORDAIN AS FOLLOWS:

SECTION 1. Purpose and Intent

The purpose of this ordinance is to modify the existing regulations for Boards, Commissions and committees, making it responsive to the staff capacity and community needs at this time.

SECTION 2. Revisions to Chapter 2.

The following sections of the Seaside Municipal code are hereby amended to be restated as follows:

SMC 2.14 BOARDS AND COMMISSIONS

2.14.080 Meetings.

Commissions shall meet on an as needed basis, as called by the chair or staff, but not less than quarterly, on the day and time approved by resolution of the city council.

2.14.140 Residency.

Except for the board of architectural review, or as otherwise provided by ordinance, all commission members shall be residents of the city.

Chapter 2.26 Planning Commission

2.26.020 Composition and terms of office.

The planning commission shall consist of seven members regularly. There is an allowable, temporary, increase to 10 members to allow for the existing Board of Architectural Review members to be added to the Commission. Through attrition, the number will be no more than 7 members. The appointed members shall hold office for four years.

2.26.030 Powers and duties.

The planning commission shall have all the powers and perform duties as provided in Government Code Section 65103. It shall be the function and duty of the planning commission to prepare, periodically review and revise, as necessary, the general plan of the city and to implement the general plan through actions including, but not limited to, the administration of specific plans and zoning and subdivision ordinances. The Planning Commission will also act as the Board of Architectural Review, as it pertains to all references in Chapter 17.70.070 of the Seaside Municipal Code.

SECTION 3: Deletions from Chapter 2

SMC CHAPTER 2 ADMINISTRATION AND PERSONNEL

The following sections of the Seaside Municipal Code here hereby deleted but the headings and code sections be preserved in perpetuity:

Chapter 2.32 Youth Commission

Chapter 22.2 Human Relations Commission

19.11.010. Severability. If any word, phrase, sentence, part, section, subsection, or other portion of this Chapter, or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the prescribed application thereof, shall be severable, and the remaining provisions of this Chapter, and all applications thereof, not having been

declared void, unconstitutional or invalid, shall remain in full force and effect. The City Council hereby declares that it would have passed this title, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases had been declared invalid or unconstitutional."

SECTION 3. Effective date. This Ordinance shall take effect thirty (30) days after its final passage and adoption by the Council.

INTRODUCED AND PASSED TO PRINT at a regular meeting of the City Council of the City of Seaside held on ____, 2019.

ADOPTED as an Ordinance of the City Council of the City of Seaside at a regular meeting of the City Council held on _____ 2019, by the following vote:

AYES:	Council members:
NOES:	Council members:
ABSENT:	Council members:
ABSTAIN:	Council members:

_____
Ian N. Oglesby, Mayor

Attest:

_____
Lesley Milton-Rerig, City Clerk

CITY OF SEASIDE
STAFF REPORT

Item No.: 14.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Kurt Overmeyer, Economic Development Manager

DATE: June 18, 2020

SUBJECT: **SUPPORT ASCENT DEVELOPMENT MONTEREY PENINSULA WATER MANAGEMENT DISTRICT PERMIT APPLICATION**

PURPOSE & RECOMMENDATION

Adding .83523 Acre Feet Per Year (AFY) to the Terrace and Broadway properties in support of the Monterey Peninsula Water Management District Permit Application

BACKGROUND

In January 2020, City Council approved an Affordable Housing Agreement on a project at Terrace and Broadway that will result in the construction of 106 apartment units, of which 16 will be made affordable to people with income that meets the HCD definition of "low-income," and 4,000 square feet of retail space. In August of 2019, City Council prioritized water allocations that included 10.91 Acre Feet per Year (AFY) to the Terrace and Broadway project. In the intervening months, the project has evolved somewhat and as a result, MPWMD provided the city with a revised water need assessment for the project. The updated water need requires a total of 12.88553 AFY and assumes that the project implements the best available ultra high efficiency fixtures.

The City working with MPWMD and the applicant were able to identify existing water credits with the two recently demolished commercial buildings of 1.1403 AFY, which was applied to the existing allocation for a total of 12.4535 AFY. This leaves a remainder of .83523 required for the project to move forward.

This action simply allocates the water to the project and is not related to the actions the CalAM would need to take to serve the project. It will allow the applicant to apply for MPWMD permits.

In the event that MCWMD is able to release reserves to the City for the purpose of building housing, existing water allocations would be offset and reprioritized to reflect the additional water for housing.

Re-prioritizing the water allocation will allow the Ascent project to move forward as approved and will provide a new 106 unit development and 4,000 square feet of high quality retail space.

FISCAL IMPACT

There is no direct fiscal impact to this project, however, the water allocation will allow the full project to move forward resulting new property tax and sales taxes to the City.

ATTACHMENTS

1. Draft Resolution

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

RESOLUTION 20-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AMENDING RESOLUTION 11-03 FOR A RE-PRIORITATION OF 38.831 ACRE-FEET OF AVAILABLE WATER ALLOCATION

WHEREAS, the City of Seaside has an available water allocation total of 38.831 AFY from all three water accounts of the Monterey Peninsula Water Management District as of April 2020; and

WHEREAS, the City of Seaside has water allocated across 5 categories which include: Broadway Catalyst between Hillsdale and Alhambra; Broadway and Terrace; Auto Center Properties, West Broadway Urban Village; and Small Commercial; aand

WHEREAS, the City of Seaside values economic development and being business friendly, resulting in new or expanding small businesses requiring water; and

WHEREAS, several Auto Center properties have already upgraded facilities and only a few remain to upgrade; and

WHEREAS, the City of Seaside chooses to allocate 33.831 AFY of water at this time; and

WHEREAS, the active project at Terrace and Broadway requires an additional allocation of .43203 AFY to accommodate an additional unit and commercial space;

NOW THEREFORE BE IT RESOLVED, the City of Seaside reallocates water as reflected below:

Broadway Catalyst Project [Alhambra to Hillsdale] 0.0 AFY
Broadway and Terrace Project 12.88553 AFY
Auto Center 3.602 AFY
West Broadway Urban Village 11.543 AFY
Small Commercial 5.82247 AFY

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 7th day of May 202 by the fallowing vote:

AYES: COUNCILMEMBERS
NOES: COUNCILMEMBERS
ABSENT: COUNCILMEMBERS
ABSTAIN: COUNCILMEMBERS

_____
Ian N. Oglesby, Mayor

ATTEST:

_____
Lesley Milton, City-Clerk

CITY OF SEASIDE
STAFF REPORT

Item No.: 14.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Abdul Pridgen, Police Chief

DATE: June 18, 2020

SUBJECT: **COUNCIL MEMBER REQUEST TO DISCUSS THE SEASIDE POLICE DEPARTMENT USE OF FORCE POLICIES AND "8 CAN'T WAIT" INITIATIVE**

PURPOSE & RECOMMENDATION

Review the Police Department's Use of Force Policy

BACKGROUND

The Seaside Police Department is committed to providing quality police services, in partnership with our community, to enhance and maintain trusting relationships. To that end, we are constantly revising protocols and policies to align with best practices. Typically, policy changes occur without public declarations or pronouncements—this time is different.

Our nation is grieving the horrific death of Mr. George Floyd. His tragic demise, at the hands of Minneapolis police, served as a catalyst for millions of diverse Americans to protest demanding justice for Mr. Floyd, an end systemic racism, and police brutality. Citizens are championing the adoption of use of force policies which preclude force, or lead to safer use of force outcomes. In this moment, the Seaside Police Department must openly profess the care and concern we have for our community through the policies we promulgate.

Campaign Zero has launched an initiative concentrating on limiting use of force called 8 Can’t Wait. Communities across the country believe the use of force policy solutions

enumerated in the 8 Can't Wait campaign will restrict police use of excessive force. The 8 Can't Wait initiative focuses on the following:

Banning choke and strangle holds
Require de-escalation
Require warning before shooting
Require exhausting alternatives before shooting
Duty to intervene
Ban shooting at moving vehicles
Require Use of Force Continuum
Require Comprehensive Reporting

The Seaside Police Department is proud that most of our use of force policies align with 8 Can't Wait, but we recognize more can be done. Recently, we updated our use of force policy to virtually mirror the recommendations from 8 Can't Wait.

The following policies are currently in place and harmonize with 8 Can't Wait's precepts:

Ban chokeholds, strangleholds (i.e. carotid restraints), hog-tying and transporting people face down in a vehicle **SSPD Policy 300.3.4 rescinded. Aforementioned maneuvers prohibited.**

Utilize de-escalation tactics (verbalization; creating distance, time and space; tactical repositioning, etc.) whenever possible instead of using force **SSPD Policy 300.10**

Require officers give a verbal warning, when possible, before using deadly force and give people a reasonable amount of time to comply with the warning **SSPD Policy 300.4(b)**

Authorize deadly force **only** when there is an **imminent** threat to an officer's life or the life of another person and such force is strictly unavoidable to protect life as required under International Law. Deadly force should only be authorized after all other reasonable alternatives have been exhausted. **SSPD Policy 300.2**

Intervene to stop other officers who are using excessive force and report them to a supervisor **SSPD Policy 300.2.1**

Shooting at moving vehicles **SSPD Policy 300.4.1**

Use minimum amount of force to apprehend a subject, with specific guidelines for the types of force and tools authorized for a given level of resistance **SSPD Policy 300.3**

Require comprehensive use of force reporting. **SSPD Policy 300.5 & 300.5.2**

The Seaside Police Department will continue to work with staff, City leaders, and

community stakeholders to achieve substantive policy reform, which incorporates community sentiment and underscores our commitment to compassionate and equitable policing.

FISCAL IMPACT

No fiscal impact.

ATTACHMENTS

1. Use of Force Policies
2. 8 Can't Wait Graphic

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

Use of Force

300.1 PURPOSE AND SCOPE

This policy provides guidelines on the reasonable use of force. While there is no way to specify the exact amount or type of reasonable force to be applied in any situation, every member of this department is expected to use these guidelines to make such decisions in a professional, impartial and reasonable manner.

300.1.1 ACCREDITATION STANDARDS

This section pertains to the following CALEA Standards: 4.1.1, 4.1.2, 4.1.5, 4.2.1, 4.2.2

300.1.2 DEFINITIONS

Definitions related to this policy include:

Deadly force - Any use of force that creates a substantial risk of causing death or serious bodily injury, including but not limited to the discharge of a firearm (Penal Code § 835a).

Force - The application of physical techniques or tactics, chemical agents, or weapons to another person. It is not a use of force when a person allows him/herself to be searched, escorted, handcuffed, or restrained.

Reasonable Belief - An objective belief determined by the facts and circumstances reasonably available to the officer at the time and viewed from the perspective of an ordinary reasonable peace officer in the same situation.

Serious Bodily Injury – Serious impairment of physical condition, including, but not limited to, the following: loss of consciousness; concussion; bone fracture; protracted loss or impairment of function of any bodily member or organ; a wound requiring extensive suturing; and serious disfigurement.

300.2 POLICY

The use of force by law enforcement personnel is a matter of critical concern, both to the public and to the law enforcement community. Officers are involved on a daily basis in numerous and varied interactions and, when warranted, may use reasonable force in carrying out their duties.

Officers must have an understanding of, and true appreciation for, their authority and limitations. This is especially true with respect to overcoming resistance while engaged in the performance of law enforcement duties.

The Department recognizes and respects the value of all human life and dignity without prejudice to anyone. Vesting officers with the authority to use reasonable force and to protect the public welfare requires monitoring, evaluation and a careful balancing of all interests.

300.2.1 DUTY TO INTERCEDE

Any officer present and observing another officer using force that is clearly beyond that which is objectively reasonable under the circumstances shall, when in a position to do so, intercede

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to prevent the use of unreasonable force. An officer who observes another employee use force that exceeds the degree of force permitted by law should promptly report these observations to a supervisor.

300.3 USE OF FORCE

Officers shall use only that amount of force that reasonably appears necessary given the facts and totality of the circumstances known to or perceived by the officer at the time of the event to accomplish a legitimate law enforcement purpose (Penal Code § 835a). It is the policy of the Seaside Police Department to accomplish the police mission with cooperation of the public and as effectively as possible, and with minimal reliance upon the use of physical force. Uniformed officers are required to carry at least one less-lethal tool at all times. Uniformed officers who have been issued a CEW shall carry it.

The reasonableness of force will be judged from the perspective of a reasonable officer on the scene at the time of the incident. Any evaluation of reasonableness must allow for the fact that officers are often forced to make split-second decisions about the amount of force that reasonably appears necessary in a particular situation, with limited information and in circumstances that are tense, uncertain, and rapidly evolving.

Given that no policy can realistically predict every possible situation an officer might encounter, officers are entrusted to use well-reasoned discretion in determining the appropriate use of force in each incident.

It is also recognized that circumstances may arise in which officers reasonably believe that it would be impractical or ineffective to use any of the tools, weapons, or methods provided by the Department. Officers may find it more effective or reasonable to improvise their response to rapidly unfolding conditions that they are confronting. In such circumstances, the use of any improvised device or method must nonetheless be objectively reasonable and utilized only to the degree that reasonably appears necessary to accomplish a legitimate law enforcement purpose.

While the ultimate objective of every law enforcement encounter is to avoid or minimize injury, nothing in this policy requires an officer to retreat or be exposed to possible physical injury before applying reasonable force.

300.3.1 USE OF FORCE TO EFFECT AN ARREST

Any peace officer may use objectively reasonable force to effect an arrest, to prevent escape, or to overcome resistance. A peace officer who makes or attempts to make an arrest need not retreat or desist from his/her efforts by reason of resistance or threatened resistance on the part of the person being arrested; nor shall an officer be deemed the aggressor or lose his/her right to self-defense by the use of reasonable force to effect the arrest, prevent escape, or to overcome resistance. Retreat does not mean tactical repositioning or other de-escalation techniques (Penal Code § 835a).

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300.3.2 FACTORS USED TO DETERMINE THE REASONABLENESS OF FORCE

Officers are required to make decisions in rapidly changing situations. The Use of Force Continuum concept is an aged concept from previous decades and has given way to more knowledge, science-based use of force training and policies focused on requiring officers to create space and separation in an attempt to utilize de-escalation techniques.

When determining whether to apply force and evaluating whether an officer has used reasonable force, a number of factors should be taken into consideration, as time and circumstances permit. These factors include but are not limited to:

(a) The apparent immediacy and severity of the threat to officers or others (Penal Code § 835a).

(b) The conduct of the individual being confronted, as reasonably perceived by the officer at the time.

(c) Officer/subject factors (age, size, relative strength, skill level, injuries sustained, level of exhaustion or fatigue, the number of officers available vs. subjects).

(d) The conduct of the involved officer (Penal Code § 835a).

(e) The effects of drugs or alcohol.

(f) The individual's apparent mental state or capacity (Penal Code § 835a).

(g) The individual's apparent ability to understand and comply with officer commands (Penal Code § 835a).

(h) Proximity of weapons or dangerous improvised devices.

(i) The degree to which the subject has been effectively restrained and his/her ability to resist despite being restrained.

(j) The availability of other reasonable and feasible options and their possible effectiveness (Penal Code § 835a).

(k) Seriousness of the suspected offense or reason for contact with the individual.

(l) Training and experience of the officer.

(m) Potential for injury to officers, suspects, and others.

(n) Whether the person appears to be resisting, attempting to evade arrest by flight, or is attacking the officer.

(o) The risk and reasonably foreseeable consequences of escape.

(p) The apparent need for immediate control of the subject or a prompt resolution of the situation.

(q) Whether the conduct of the individual being confronted no longer reasonably appears to pose an imminent threat to the officer or others.

(r) Prior contacts with the subject or awareness of any propensity for violence.

(s) Any other exigent circumstances.

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300.3.3 PAIN COMPLIANCE TECHNIQUES

Pain compliance techniques may be effective in controlling a physically or actively resisting individual. Officers may only apply those pain compliance techniques for which they have successfully completed department-approved training. Officers utilizing any pain compliance technique should consider:

(a) The degree to which the application of the technique may be controlled given the level of resistance.

(b) Whether the person can comply with the direction or orders of the officer.

(c) Whether the person has been given sufficient opportunity to comply.

The application of any pain compliance technique shall be discontinued once the officer determines that compliance has been achieved.

300.3.4 CAROTID CONTROL HOLD PROHIBITED

The use of the carotid control hold is strictly prohibited. ~~proper application of the carotid control hold may be effective in restraining a violent or combative individual . However, due to the potential for injury, the use of the carotid control hold is subject to the following:~~

(a) ~~The shall have successfully completed -approved training in the use and application of the carotid control hold.~~

(b) ~~The carotid control hold may only be used when circumstances perceived by the at the time indicate that such application reasonably appears necessary to control a person in any of the following circumstances:~~

1. ~~The subject is violent or physically resisting.~~
2. ~~The subject, by words or actions, has demonstrated an intention to be violent and reasonably appears to have the potential to harm , him/herself or others.~~

(c) ~~The application of a carotid control hold on the following individuals should generally be avoided unless the totality of the circumstances indicates that other available options reasonably appear ineffective, or would present a greater danger to the , the subject or others, and the reasonably believes that the need to control the individual outweighs the risk of applying a carotid control hold:~~

1. ~~Females who are known to be pregnant~~
2. ~~Elderly individuals~~
3. ~~Obvious juveniles~~
4. ~~Individuals who appear to have Down syndrome or who appear to have obvious neck deformities or malformations, or visible neck injuries~~

(d) ~~Any individual who has had the carotid control hold applied, regardless of whether he/she was rendered unconscious, shall be promptly examined by paramedics or other qualified medical personnel and should be monitored until examined by paramedics or other appropriate medical personnel.~~

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(e) ~~The shall inform any person receiving custody, or any person placed in a position of providing care, that the individual has been subjected to the carotid control hold and whether the subject lost consciousness as a result.~~

(f) ~~Any attempting or applying the carotid control hold shall promptly notify a supervisor of the use or attempted use of such hold.~~

(g) ~~The use or attempted use of the carotid control hold shall be thoroughly documented by the in any related reports.~~

300.3.5 USE OF FORCE TO SEIZE EVIDENCE

In general, officers may use reasonable force to lawfully seize evidence and to prevent the destruction of evidence. However, officers are discouraged from using force solely to prevent a person from swallowing evidence or contraband. In the instance when force is used, officers should not intentionally use any technique that restricts blood flow to the head, restricts respiration or which creates a reasonable likelihood that blood flow to the head or respiration would be restricted. Officers are encouraged to use techniques and methods taught by the Seaside Police Department for this specific purpose.

300.3.6 DRAWING OR EXHIBITING A FIREARM

Except in situations wherein it reasonably appears necessary for officers to protect themselves or others from an immediate threat of death or serious bodily injury, officers having a firearm drawn or exhibited shall secure the weapon before engaging a suspect in a different weapon strategy (CED, baton, OC spray), a weaponless strategy, or transitioning to a form of engagement which requires physical contact.

300.4 DEADLY FORCE APPLICATIONS

If an objectively reasonable officer would consider it safe and feasible to do so under the totality of the circumstances, officers should evaluate the use of other reasonably available resources and techniques when determining whether to use deadly force. The reasonableness of an officer's use of deadly force includes consideration of the officer's tactical conduct and decision leading up to the use of deadly force. The use of deadly force is only justified in the following circumstances (Penal Code § 835a):

(a) An officer may use deadly force to protect him/herself or others from what he/she reasonably believes is an imminent threat of death or serious bodily injury to the officer or another person.

(b) An officer may use deadly force to apprehend a fleeing person for any felony that threatened or resulted in death or serious bodily injury, if the officer reasonably believes that the person will cause death or serious bodily injury to another unless immediately apprehended. Where feasible, the officer shall, prior to the use of force, make reasonable efforts to identify themselves as a peace officer and to warn that deadly force may be used, unless the officer has objectively reasonable grounds to believe the person is aware of those facts. When feasible, officers shall give the subject a reasonable opportunity to voluntarily comply.

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Officers shall not use deadly force against a person based on the danger that person poses to him/herself, if an objectively reasonable officer would believe the person does not pose an imminent threat of death or serious bodily injury to the officer or to another person (Penal Code § 835a).

An “imminent” threat of death or serious bodily injury exists when, based on the totality of the circumstances, a reasonable officer in the same situation would believe that a person has the present ability, opportunity, and apparent intent to immediately cause death or serious bodily injury to the officer or another person. An officer’s subjective fear of future harm alone is insufficient as an imminent threat. An imminent threat is one that from appearances is reasonably believed to require instant attention (Penal Code § 835a).

300.4.1 SHOOTING AT OR FROM MOVING VEHICLES

Officers shall not fire a weapon from a moving vehicle. Officers shall not fire a weapon into a moving vehicle or at its occupant(s) unless the occupant(s) are using deadly force against the officer or another person present, by means other than the vehicle. Officers shall not place themselves in the path of a moving vehicle in a manner which may lead to the use of deadly force. If a confrontation with a moving vehicle does occur, officers shall move out of the path of the vehicle. Officers should not shoot at any part of a vehicle in an attempt to disable the vehicle.

~~Shots fired at or from a moving vehicle are rarely effective. should move out of the path of an approaching vehicle instead of discharging their firearm at the vehicle or any of its occupants. should only discharge a firearm at a moving vehicle or its occupants when the reasonably believes there are no other reasonable means available to avert the threat of the vehicle, or if deadly force other than the vehicle is directed at the or others.~~

~~should not shoot at any part of a vehicle in an attempt to disable the vehicle.~~

300.5 REPORTING THE USE OF FORCE

Any use of force by a member of this department shall be documented promptly, completely and accurately in an appropriate report, depending on the nature of the incident. The officer should articulate the factors perceived and why he/she believed the use of force was reasonable under the circumstances. To collect data for purposes of training, resource allocation, analysis and related purposes, the Department may require the completion of additional report forms, as specified in department policy, procedure or law.

300.5.1 NOTIFICATION TO SUPERVISORS

Supervisory notification shall be made as soon as practicable following the application of force in any of the following circumstances:

(a) The application caused a visible injury.

(b) The application would lead a reasonable officer to conclude that the individual may have experienced more than momentary discomfort.

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(c) The individual subjected to the force complained of injury or continuing pain.

(d) The individual indicates intent to pursue litigation.

(e) Any application of a conductive electrical weapon or control device.

(f) Any application of a restraint device other than handcuffs, shackles or belly chains.

(g) The individual subjected to the force was rendered unconscious.

(h) An individual was struck or kicked.

(i) An individual alleges any of the above has occurred.

300.5.2 REPORTING TO CALIFORNIA DEPARTMENT OF JUSTICE
Statistical data regarding all officer-involved shootings and incidents involving use of force resulting in serious bodily injury is to be reported to the California Department of Justice as required by Government Code § 12525.2. See the Records Division policy.

300.6 MEDICAL CONSIDERATION
Officers are required to have first aid kits available to them and immediately render medical assistance consistent with his/her training and experience. Such assistance include, but are not limited to:

- Applying a tourniquet
- CPR
- Automated External Defibrillator (AED)
- Removing a subject from a dangerous environment
- Positioning a subject so their airway is open

Prior to booking or release, medical assistance shall be obtained for any person who exhibits signs of physical distress, who has sustained visible injury, expresses a complaint of injury or continuing pain, or who was rendered unconscious. Any individual exhibiting signs of physical distress after an encounter should be continuously monitored until he/she can be medically assessed.

Based upon the officer's initial assessment of the nature and extent of the subject's injuries, medical assistance may consist of examination by fire personnel, paramedics, hospital staff or medical staff at the jail. If any such individual refuses medical attention, such a refusal shall be fully documented in related reports and, whenever practicable, should be witnessed by another officer and/or medical personnel. If a recording is made of the contact or an interview with the individual, any refusal should be included in the recording, if possible.

The on-scene supervisor or, if the on-scene supervisor is not available, the primary handling officer shall ensure that any person providing medical care or receiving custody of a person following any use of force is informed that the person was subjected to force. This notification shall include a description of the force used and any other circumstances the officer reasonably believes would

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be potential safety or medical risks to the subject (e.g., prolonged struggle, extreme agitation, impaired respiration).

Persons who exhibit extreme agitation, violent irrational behavior accompanied by profuse sweating, extraordinary strength beyond their physical characteristics and imperviousness to pain (sometimes called “excited delirium”), or who require a protracted physical encounter with multiple officers to be brought under control, may be at an increased risk of sudden death. Calls involving these persons should be considered medical emergencies. Officers who reasonably suspect a medical emergency should request medical assistance as soon as practicable and have medical personnel stage away if appropriate.

300.7 SUPERVISOR RESPONSIBILITY

When a supervisor is able to respond to an incident in which there has been a reported application of force, the supervisor is expected to:

(a) Obtain the basic facts from the involved officers. Absent an allegation of misconduct or excessive force, this will be considered a routine contact in the normal course of duties.

(b) Ensure that any injured parties are examined and treated.

(c) When possible, separately obtain a recorded interview with the subject upon whom force was applied. If this interview is conducted without the person having voluntarily waived his/her *Miranda* rights, the following shall apply:

1. The content of the interview should not be summarized or included in any related criminal charges.
2. The fact that a recorded interview was conducted should be documented in a property or other report.
3. The recording of the interview should be distinctly marked for retention until all potential for civil litigation has expired.

(d) Once any initial medical assessment has been completed or first aid has been rendered, ensure that photographs have been taken of any areas involving visible injury or complaint of pain, as well as overall photographs of uninjured areas. These photographs should be retained until all potential for civil litigation has expired.

(e) Identify any witnesses not already included in related reports.

(f) Review and approve all related reports.

(g) Determine if there is any indication that the subject may pursue civil litigation.

1. If there is an indication of potential civil litigation, the supervisor should complete and route a notification of a potential claim through the appropriate channels.

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(h) Evaluate the circumstances surrounding the incident and initiate an administrative investigation if there is a question of policy non-compliance or if for any reason further investigation may be appropriate.

In the event that a supervisor is unable to respond to the scene of an incident involving the reported application of force, the supervisor is still expected to complete as many of the above items as circumstances permit.

300.7.1 WATCH COMMANDER RESPONSIBILITY
The Watch Commander shall review each use of force by any personnel within his/her command to ensure compliance with this policy and to address any training issues.

300.8 TRAINING

Officers will receive periodic training on this policy and demonstrate their knowledge and understanding.

300.9 USE OF FORCE ANALYSIS

The department will use Blue Team and IA Pro software to track and alert supervisors of patterns and frequency of an officers use of force. Along with other features these programs provide, they will also serve an an early intervention system to correct officers who use force outside of policy and the law.

At least annually, the Field Operations Division Commander should prepare an analysis report on use of force incidents. The report should be submitted to the Chief of Police. The report should not contain the names of officers, suspects or case numbers, and should include:

(a) The identification of any trends in the use of force by members.

(b) Training needs recommendations.

(c) Equipment needs recommendations.

(d) Policy revision recommendations.

300.10 DE-ESCALATION

When safe under the totality of the circumstances and time and circumstances permit, officers shall use de-escalation tactics in order to reduce the need for force.

De-escalation tactics and techniques are actions used by officers, when safe and without compromising law enforcement priorities, which seek to minimize the likelihood of the need to use force during an incident. When safe and feasible under the totality of circumstances, officers shall attempt to slow don or stabilize the situation so that more time, options and resources are available for incident resolution.

When time and circumstances reasonably permit, officer shall consider whether a subject's lack of compliance is a deliberate attempt to resist or an inability to comply based on factors including, but not limited to:

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- Medical conditions
- Mental impairment
- Developmental disability
- Physical limitation
- Language barrier
- Drug interaction
- Behavioral crisis

An officer's awareness of these possibilities, when time and circumstances reasonably permit, shall then be balanced against the facts of the incident facing the officer when deciding which tactical options are the most appropriate to bring the situation to a safe resolution. Mitigating the immediacy of threat gives officers time to utilize extra resources, and increases time available to call more officers or specialty units. The number of officers on scene may increase the available force options and may increase the ability tyo reduce the overall force used. Other examples include:

- Placing barriers between an uncooperative subject and an officer
- Containing a threat
- Moving from a position that exposes officers to potential threats to a safer position
- Decreasing the exposure to potential threat by using distance, cover and/or concealment
- Communication from a safe position intended to gain the subject's compliance using verbal persuasion, advisements and/or warnings
- Avoidance of physical confrontation, unless immediately necessary (for example, to protect someone, or stop dangerous behavior)
- Using verbal techniques, such as listening and explaining the situation in a clear, calm and respectful tone to calm an agitated subject and promote rational decision making
- Calling extra resources to assist or officers to assist such as CIT-trained officers, officers with less lethal options, or any other available resource that could bring the situation to a safe resolution

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8CANTWAIT
Ban chokeholds & strangleholds
Require de-escalation
Require warning before shooting
Exhaust all alternatives before shooting
Duty to intervene
Ban shooting at moving vehicles
Require use of force continuum
Require comprehensive reporting

CITY OF SEASIDE
STAFF REPORT

Item No.: 14.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Abdul Pridgen, Police Chief

DATE: June 18, 2020

SUBJECT: **COUNCIL MEMBER REQUEST TO DISCUSS ESTABLISHMENT OF A COMMUNITY POLICING ADVISORY COMMISSION**

PURPOSE & RECOMMENDATION

To review the draft ordinance establishing the Community Policing Advisory Commission.

BACKGROUND

The Seaside Police Department has an enduring commitment to community policing, rooted in citizen engagement. As we continue to embrace and operationalize the tenets of the Final Report of the President's Task Force on 21st Century Policing, we seek to formalize input from our community to help shape our interactions and processes through establishing a Community Policing Advisory Commission, comprised of eleven (11) community members.

FISCAL IMPACT

No fiscal impact.

ATTACHMENTS

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

Chapter 2.19

COMMUNITY POLICING ADVISORY COMMISSION

Sections:

2.19.010 Created.
2.19.020 Composition and terms of office.
2.19.030 Term of office.
2.19.040 Duties.
2.19.050 Staff support.
2.19.060 Meetings.

2.19.010 Creation and Purpose.

There is created a Community Police Community Advisory Commission (CPAC) which reviews and makes recommendations to the City Council on Police Department policies, procedures, problem-solving, and community relation strategies. The Commission also discusses problems and strategies for appropriate problem-solving in specific neighborhoods.

2.19.020 Composition and terms of office.

CPAC shall be comprised of up to eleven (11) community members nominated by the Mayor and approved by the City Council. At least two members must be between sixteen and eighteen years old and all members must live or work in the City of Seaside. Any vacancy on the commission is filled the same manner as the original appointment.

2.19.030 Term of office.

All appointments shall serve for two (2) year terms. Terms are renewable at the discretion of the Mayor with the approval of the City Council. Chairperson and Vice Chair are appointed on an annual basis by the Mayor with approval from the City Council.

2.19.040 Duties.

CPAC shall act in an advisory capacity to the Police Department and City Council. CPAC provides review and makes recommendations on Police Department policies, procedures, problem-solving, and community relation strategies. The committee also discusses problems and strategies for appropriate problem-solving in specific neighborhoods.

Each CPAC member is encouraged to attend the Citizen Public Safety Academy or similar training.

2.19.050 Staff support.

The Chief of Police shall serve as staff liaison to the commission.

2.19.060 Meetings.

The CPAC shall meet on an as-needed basis, called by the chair or staff but not less than quarterly.

CITY OF SEASIDE
STAFF REPORT

Item No.: 14.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton, Assistant City Manager

DATE: June 18, 2020

SUBJECT: **CONSIDER ADOPTION OF A RESOLUTION APPROVING GARBAGE COLLECTION RATE INCREASE OF 8.09%**

PURPOSE & RECOMMENDATION

Adopt a resolution approving the GreenWaste rate adjustments to garbage collection rates.

BACKGROUND

The City of Seaside's Franchise Agreement with GreenWaste Recovery was approved by the City Council on June 19, 2014 and was effective May 1, 2015. The Agreement provides for the following, related to the adjustment of rates:

1. Rates are to be adjusted annually throughout the term of the agreement, using various inflationary indices, actual tonnage, and changes in the tipping fees at the Monterey Regional Waste Management District, or the City or GWR may request a cost-based review two times during the term of the contract (as defined in Exhibit E2 to the Franchise agreement).
2. The City and GWR may mutually agree upon alternative approaches to structuring rates without amendment to the agreement (Section 8.2.D)

In January 2019, the Monterey Peninsula municipalities requested a cost-based rate adjustment, which triggered a rigorous, region-wide process. The analysis phase of the cost-based rate adjustment extended over a year and was completed in the spring of 2020. As a result, no rate adjustment occurred on July 1, 2019, and it is instead

scheduled for July 1, 2020. In addition to the deferred 2019 cost-based rate adjustment, the City is now also subject to the 2020 prescribed formula rate adjustment, also effective July 1, 2020.

Cost-based Rate Adjustment

The purpose of the cost-based rate adjustment is to "true up" service fees to the actual level of service provided. The cost-based rate adjustment involved the review of GWR's actual cost of operations during Fiscal Year 2018-2019 (including staffing levels, routes, hours, customers and their service levels, etc.) by
third-party independent consultant HF&H to determine the "Total Contractor's Compensation." HF&H Consultants has been providing independent franchise oversight support to the municipalities of the Monterey Peninsula since the approval of the Franchise Agreement with GWR. HF&H has a Professional Services Agreement with the City and GWR to conduct the cost-based rate adjustment. As part of the review process, HF&H determined allowable costs per the stipulations of the Franchise Agreement between the City and GWR, as well as costs for services above and beyond those identified in the Agreement. The difference between the allowable "Total Contractor's Compensation" and the gross receipts in the most recent calendar year (2018) was the rate adjustment factor. This calculated rate adjustment factor was applied to the existing rates to determine the rate adjustment for Fiscal Year 2019-20.

The result: The cost-based rate adjustment results in a .85% rate increase across all customers in the City of Saside for the services provided per the Franchise Agreement.

Index-based Prescribed Formula Rate Adjustment

The second allowable rate modification process is through an index based formula rate adjustment. The prescribed-formula rate adjustment involves (1) increasing the component of the rates for GWR labor and other operational costs by the Consumer Price Index (CPI), Employment Cost Index (ECI), and Fuel Index, and (2) adjusting the processing and disposal fees by the Monterey Regional Waste Management District (MRWMD) at their facility in Marina by their actual changes. The prescribed-formula rate adjustment results in an additional 6.67% rate increase for the services provided per our Franchise Agreement for Fiscal Year 2019-20. This 6.67% rate increase includes the following fee increases from the MRWMD: (1) a 5% tipping fee increase and (2) a new $40/ton fee for recyclables processing due to significant reductions in recyclable material value.

FISCAL IMPACT

The fiscal impact of the proposed rate adjustments would have a minor impact to the franchise fees received by the City's General Fund. The impact is greatest for the customers of Greenwaste as detailed below.

Combined Rate Adjustment
Due to compounding effects of the cost-based rate adjustment and the prescribed-formula rate adjustment, the total adjustment from current rates is a cumulative 8.09% increase. The proposed rates for all sectors are included in Attachment 2. For residential services, the new rates as of July 1, 2020 would be:

Service Level	New Monthly Cost
32-gallon	$22.47
64-gallon	$28.09
96-gallon	$33.70
Low Income Rate	$17.98
Senior Rate	$10.82

The attached resolution memorializes the following items:

1. The .085% true up costs for rates, as allowed in the existing franchise agreement
2. An amendment to the franchise agreement agreed to during negotiations for 1) adding GWR staffing to support the City's compliance with AB 341, AB 1826, and SB 1383 reporting; and, 2) revising the index based rate adjustment methodology to formally correct mechanical issues in Exhibit E1
3. A 7.17% increase (the result of a $378,494 shortfall in revenues) to rates as calculated in the amended Exhibit E1 and incorporating the anticipated recycling and disposal rate adjustments at the District, which equals a cumulative 8.09% increase to rates and compounding the effects of #1 and #3 above.

The table below illustrates an example of a common current rate (established for Rate Period 4) and the adjustment of that rate through Rate Periods 5 and 6.

ATTACHMENTS

1. Garbage Rate Adjustment Resolution
2. Rates Effective July 1, 2017

Reviewed for Submission to the
City Council by:

_____

Craig Malin, City Manager

RESOLUTION No. 20-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING ADJUSTMENTS TO THE MAXIMUM RATES TO BE CHARGED BY GREENWASTE RECOVERY EFFECTIVE JULY 1, 2020 FOR COLLECTION OF FRANCHISED SOLID WASTE, RECYCLING, AND ORGANICS

WHEREAS, the City of Seaside (City) entered into a franchise agreement with GreenWaste Recovery, Inc. (GWR) on June 19, 2014, for solid waste, recycling, and organics collection services beginning May 1, 2015; and,

W**HEREAS,** Section 8.2 of the franchise agreement requires and Exhibit E1 to the franchise agreement describes the process for an annual inflationary adjustment to maximum customer rates on July 1 of each year, based on agreed-upon cost indices, changes in tipping fees at the Monterey Regional Waste Management District, and the actual tonnage of materials collected by GWR; and,

WHEREAS, the application of the formulas required by the franchise agreement result in different rate increases for each and every service level; and,

WHEREAS, consistent with the provisions of Section 8.2.C of the franchise agreement, both the City and GWR have agreed on an alternative approach that adjusts rates by the same percentage for all customers within each sector of customers, thereby preserving the current relationship and structure of the rates within each sector to one another; and,

WHEREAS, City staff has reviewed GWR's calculation of the rate adjustments and finds the calculations to be accurate and consistent with the methodology and requirements of the franchise agreement; and,

NOW THEREFORE, the City Council of the City of Seaside hereby resolves to approve the adjustments to all single-family residential maximum rates; and to all commercial solid waste, recycling, and organics maximum rates; accordance with the rate schedule attached.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the ___ day of ____, 2020 by the following vote:

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

_____

Ian N. Oglesby, Mayor

ATTEST:

_____

Lesley Milton, City Clerk

Attachment B

City of Seaside Rates Effective July 1, 2020

Note: All rates are monthly unless stated otherwise.

Residential Solid Waste Collection Rates

Service Level	Solid Waste	Recycling	Organics
Curbside 32 Gallon	$22.47	Included	Included
Curbside 64 Gallon	$28.09	Included	Included
Curbside 96 Gallon	$33.70	Included	Included
Low Income Rate	$17.98	Included	Included
Senior Rate	$10.82	Included	Included

Notes:

See Exhibit B1 for specific service availability

Vacation hold charge shall equal 75% of normal rate divided by 4, per week.

Commercial/Multi-Family Solid Waste Collection Rates

	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
32-Gallon Cart	$24.14	$53.12	$79.68	$106.24	$132.79	$159.35
64-Gallon Cart	$48.34	$106.35	$159.52	$212.70	$265.87	$319.05
96-Gallon Cart	$72.48	$159.47	$239.20	$318.93	$398.67	$478.40
1-Cubic Yard Bin	$95.59	$205.86	$303.69	$384.12	$479.71	$558.12
2-Cubic Yard Bin	$203.62	$379.64	$551.41	$721.76	$844.19	$1,133.66
3-Cubic Yard Bin	$299.21	$549.17	$760.60	$1,070.76	$1,323.90	$1,633.74
4-Cubic Yard Bin	$377.40	$720.40	$1,064.04	$1,407.27	$1,750.42	$2,265.48
6-Cubic Yard Bin	$546.93	$1,030.02	$1,627.02	$1,984.78	$2,711.83	$3,254.38
8-Cubic Yard Bin	$715.92	$1,398.31	$1,980.30	$2,706.54	$3,556.02	$4,388.04
2-Cubic Yard Compactor	$252.60	$477.60	$698.35	$818.75	$971.67	$1,273.64
3-Cubic Yard Compactor	$372.68	$696.10	$981.00	$1,217.52	$1,508.91	$1,850.90
4-Cubic Yard Compactor	$485.10	$935.09	$1,385.73	$1,605.14	$1,998.70	$2,545.62

Commercial/Multi-Family Recycling Collection Rates

	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
64-Gallon Cart	$7.25	$15.95	$23.93	$31.90	$39.88	$47.86
96-Gallon Cart	$10.87	$23.92	$35.88	$47.84	$59.80	$71.76
1-Cubic Yard Bin	$14.34	$30.88	$45.55	$57.62	$71.96	$83.72
2-Cubic Yard Bin	$30.54	$56.95	$82.71	$108.26	$126.63	$170.05
3-Cubic Yard Bin	$44.88	$82.37	$114.09	$160.61	$198.59	$245.06
4-Cubic Yard Bin	$56.61	$108.06	$159.61	$211.09	$262.56	$339.82
6-Cubic Yard Bin	$82.04	$154.50	$244.05	$297.72	$406.77	$488.16
8-Cubic Yard Bin	$107.39	$209.75	$297.05	$405.98	$533.40	$658.21
2-Cubic Yard Compactor	$11.94	$19.73	$26.89	$30.19	$36.19	$52.11
3-Cubic Yard Compactor	$16.97	$26.55	$30.36	$43.69	$52.66	$69.23
4-Cubic Yard Compactor	$19.79	$34.32	$48.94	$55.52	$68.24	$103.97

Commercial/Multi-Family Food Waste Collection Rates

	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
64-Gallon Cart	$36.26	$79.76	$119.64	$159.52	$199.40	$239.28
96-Gallon Cart	$54.36	$119.60	$179.40	$239.20	$299.00	$358.80
1-Cubic Yard Bin	$71.69	$154.40	$227.77	$288.09	$359.78	$418.59
2-Cubic Yard Bin	$152.72	$284.73	$413.55	$541.32	$633.15	$850.24

Commercial/Multi-Family Yard Trimmings Collection Rates						
	Frequency					
Service Level	**1x/week**	**2x/week**	**3x/week**	**4x/week**	**5x/week**	**6x/week**
64-Gallon Cart	$36.26	$79.76	$119.64	$159.52	$199.40	$239.28
96-Gallon Cart	$54.36	$119.60	$179.40	$239.20	$299.00	$358.80
1-Cubic Yard Bin	$71.69	$154.40	$227.77	$288.09	$359.78	$418.59
2-Cubic Yard Bin	$152.72	$284.73	$413.55	$541.32	$633.15	$850.24
3-Cubic Yard Bin	$221.52	$406.58	$563.11	$792.74	$980.15	$1,209.54
4-Cubic Yard Bin	$279.41	$533.35	$787.76	$1,041.87	$1,295.93	$1,677.25
6-Cubic Yard Bin	$404.92	$762.58	$1,204.57	$1,469.44	$2,007.71	$2,409.39
8-Cubic Yard Bin	$530.03	$1,035.24	$1,466.12	$2,003.79	$2,632.71	$3,248.69

Roll-Off Collection Rates (Per Pull)				
	Material			
Service Level	**MSW**	**REC**	**YT**	**C&D**
10 YD	$319.95	$319.95	$319.95	$319.95
20 YD	$463.97	$463.97	$463.97	$463.97
30 YD	$607.99	$607.99	$607.99	$607.99
40 YD	$752.00	$752.00	$752.00	$752.00
31-40 YD R.O. Compactor	$2,026.65	n/a	n/a	n/a
0-30 YD R.O. Compactor	$1,145.02	n/a	n/a	n/a
Per Ton	$76.59	$47.06	$49.41	$67.80

Additional Service Rates		
Service	**Sector**	**Charge Per Event***
Cart Rental - All Sizes	RES	$3.17
Cart Replacement	RES	$63.47
Re-Delivery or Re-Start	RES	$26.45
Cart Cleaning	RES	$26.45
Non-Scheduled Collection	RES	$20.10
Difficult to Service Cart	COM	$1.06
Difficult to Service Bin	COM	$3.17
Locking Bin	COM	$52.89
Cart Replacement	COM	$63.47
Cart Cleaning	COM	$26.45
Bin Swap- Cleaning or Repainting	COM	$79.34
Bulky - Recycllabe	RES/COM	$21.16
Bulky - Non Recyclable	RES/COM	$26.45
Bulky - Event	RES/MFD	$31.73
Covered Box	RO	$79.34
Driver Time per Hour	RO	$116.36
Dry Run or Relocation	RO	$79.34
Extra Days	RO	$26.45

*Note: Application of fees shall be as described in Franchise Agreement