



A G E N D A

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
VIRTUAL ONLY
Thursday, May 20, 2021
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.

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 4:00 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 Clerk 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, 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. They will be included in the final administrative record.

VIRTUAL MEETING ACCESS

This meeting can be watched via the City of Seaside You Tube channel

https://www.youtube.com/channel/UC1Cu7854Ohtjpr_XV1tDvRg

Or by joining the Zoom webinar link <https://us02web.zoom.us/j/81936832059>

Or call in phone number: 669-900-9128

Zoom Meeting Id 819 3683 2059

1. CALL TO ORDER

2. ROLL CALL – ESTABLISHMENT OF QUORUM

Ian N. Oglesby
David R. Pacheco
Jason Campbell
Jon Wizard

Mayor
Mayor Pro Tem
Council Member
Council Member

3. INVOCATION AND 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 Board 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 (3) 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. PRESENTATIONS**A. VACCINATION UPDATE****B. SEASIDE BUSINESS WALK & LISTEN SESSIONS UPDATE FROM MAYOR PRO TEM PACHECO AND COUNCILMEMBER GARCIA-ARRAZOLA****8. CONSENT AGENDA****A. APPROVE MINUTES FROM MAY 6, 2021**

RECOMMENDATION: Approve minutes as presented in agenda packet.

B. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of April 20, 2021 through May 7, 2021 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending April 22, 2021. Total Accounts Payable and Payroll for the above referenced period is \$1,343,080.70.

C. REQUEST FOR CO-SPONSORSHIP AND FEE WAIVER FOR 2021 HOT CARS COOL NITES CAR SHOWS

RECOMMENDATION: Approve a request from Gold Coast Rods for Co-Sponsorship and to waive fees associated with the Hot Cars/Cool Nites Classic Car Shows in the amount of \$12,612.72.

D. APPROVE A RESOLUTION AUTHORIZING THE CLOSURE OF DEL MONTE AVENUE TO THROUGH TRAFFIC FROM TIOGA AVENUE TO THE BEGINNING OF THE GRANITE ROCK BUILDING FOR THE CLASSIC PORSCHE EVENT ON AUGUST 9, 2021

RECOMMENDATION: Approve a resolution permitting the closure of Del Monte Avenue to through traffic from Tioga Avenue to the beginning of the Granite Rock building to ensure public safety during the Classic Porsche Event on Monday, August 9, 2021.

E. ADOPT A RESOLUTION APPROVING DEDICATION OF EASEMENTS TO CALTRANS FOR THE CANYON DEL REY BOULEVARD (STATE ROUTE 218) FROM DEL MONTE BOULEVARD TO FREMONT BOULEVARD PROJECT

RECOMMENDATION: Adopt a Resolution for the dedication of easements to Caltrans to construct ADA compliant curb ramps and sidewalk improvements along Canyon Del Rey Boulevard (State Route 218) from Del Monte Boulevard to Fremont Boulevard.

F. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH WHITSON ENGINEERS IN THE AMOUNT OF \$66,000.00 FOR DESIGN OF DRAINAGE IMPROVEMENTS AT THE DEL MONTE MANOR

RECOMMENDATION: Adopt a Resolution authorizing the City Manager to execute a Professional Services Agreement with Whitson Engineers for final design of a low impact development improvements at the Del Monte Manor.

G. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED FOR A LOT LINE ADJUSTMENT AND PARKING SPACE EASEMENTS TO SHEA HOMES FOR PROPERTY WITHIN BAYONET & BLACKHORSE GOLF COURSES.

RECOMMENDATION: Adopt a Resolution authorizing the City Manager to execute quitclaim deed and easement deed to Shea Homes for property within the Bayonet & Blackhorse Golf Courses.

H. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM COMMUNITY PARTNERSHIP FOR YOUTH (CPY)

RECOMMENDATION: Approve a request from CPY for a donation of \$3,000.00 from the Mayor's Youth Fund to help cover the costs of associated with their summer program.

I. APPROVE A FEE WAIVER FROM VISITING NURSES ASSOCIATION (VNA) FOR THE USE OF THE LAGUNA GRANDE HALL FOR FIVE MASS VACCINATION CLINICS (MAY 24, JUNE 7,14,21,28 2021)

RECOMMENDATION: Approve the fee waiver request from The Visiting Nurses Association for the use of Laguna Grande Hall to hold their mass vaccination clinics in the amount of \$7,895.00.

J. APPROVE CONCOURS D' LEMONS SPECIAL EVENT APPLICATION FOR A CAR SHOW ON AUGUST 14, 2021

RECOMMENDATION: Approve a Special Event Application from Concours d' Lemons for their car show on August 14, 2021 that will held on the Seaside City Hall Lawn.

K. APPROVE CO-SPONSORSHIP AND WAIVE ALL FEES RELATED TO THE JUNETEENTH COALITION & COMMITTEE CULTURAL FESTIVAL AND APPROVE THEIR SPECIAL EVENT APPLICATION

RECOMMENDATION: Approve a request from Juneteenth Coalition & Committee request for co-sponsorship to waive all fees in the approximate amount of \$1,152.55 related to the Juneteenth Cultural Festival at Laguna Grande Park on June 19, 2021.

L. APPROVE A RESOLUTION MODIFYING THE ANNUAL CITY COUNCIL OUTSIDE COMMITTEE ASSIGNMENTS JANUARY 1, 2021 TO DECEMBER 31, 2021

RECOMMENDATION: Approve the resolution modifying the City Council's outside committee assignments to change Councilmember Campell as the primary representative for Monterey One Water and Mayor Oglesby as the alternate representative.

9. PUBLIC HEARING

A. AN ORDINANCE ADDING CHAPTER 2.17 TO THE SEASIDE MUNICIPAL CODE TO ESTABLISH A COMMUNITY SAFETY ADVISORY COMMISSION (SECOND READING, ROLL CALL VOTE)

RECOMMENDATION: Second reading of the draft ordinance adding chapter 2.17 to the Seaside Municipal Code to establish a Community Safety Advisory Committee.

B. AN ORDINANCE PROVIDING A TEXT AMENDMENT(S) TO THE SEASIDE MUNICIPAL CODE SECTION 2.02.020 MEETINGS-REGULAR CHANGING

THE START TIME OF REGULAR MEETINGS (SECOND READING, ROLL CALL VOTE)

RECOMMENDATION: Second reading of draft ordinance providing a text amendment of the Seaside Municipal Code Section 2.02.020 Meetings-Regular changing the start time of regular City Council meetings.

C. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY SEASIDE AMENDING SECTIONS OF SEASIDE MUNICIPAL CODE TITLE 17, SECTION 17.14.030, TABLE 2-4 – ALLOWED LAND USES AND PERMIT REQUIREMENTS FOR COMMERCIAL ZONES FOR CANNABIS USES. (SECOND READING, ROLL CALL VOTE)

RECOMMENDATION: Second reading of the draft ordinance amending Seaside Municipal Code Title 17 Allowed Land Uses and Permit Requirements for Commercial Zones for Cannabis Uses.

10. BUSINESS ITEMS

A. CONSIDER APPROVAL OF THE PARKS & RECREATION COMMISSIONS RECOMMENDATION FOR EXTENDING THE TRIAL PERIOD FOR THE USE OF PICKLEBALL AT THE WHEELER STREET TENNIS COURTS FOR ONE YEAR.

RECOMMENDATION: Approve the recommendation from the Parks and Recreation Commission to continue to allow Pickleball as an acceptable use of the Wheeler Street Tennis Courts on two of the four courts on Wednesdays, Fridays, and Sundays for one year.

B. CONSIDER AND APPROVE THE NOTE AND SECURITY IN INTEREST IN THE CPY BUILDING LOCATED AT 775 KIMBALL AVENUE

RECOMMENDATION: Approve \$200,000.00 note and security interest in the CPY building located at 775 Kimball Street and authorize the City Manager, in conjunction with the City Attorney, to take all actions to implement the transaction.

C. CONSIDER THE APPROVAL OF THE NEIGHBORHOOD IMPROVEMENT COMMISSIONS RECOMMENDATIONS

RECOMMENDATION: Approve the Neighborhood Improvement Commissions proposal for the use of collected TOT funds generated by short term rentals and allocated for community and park improvements.

D. AUTHORIZE CITY MANAGER TO EXECUTE CONTRACT WITH NBS IN THE AMOUNT OF \$32,500.00 TO ASSIST IN THE CREATION OF A COMMUNITY

FACILITIES DISTRICT (CFD)

RECOMMENDATION: Authorize City Manager to execute contract with NBS in the amount of \$32,500.00 to assist in the creation of a Community Facilities District (CFD).

E. AUTHORIZE CITY MANAGER AND CITY ATTORNEY TO FILE APPROPRIATE DOCUMENTS TO CREATE AN AFFORDABLE HOUSING DEVELOPMENT NON-PROFIT

RECOMMENDATION: Authorize City Manager and City Attorney to file appropriate documents to create an affordable housing development non-profit.

F. DISCUSS AND CONSIDER A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING A FISCAL YEAR 2020-2021 BUDGET AMENDMENT TO FUND THE REPLACEMENT OF FIRE HOSE AND APPARATUS DOORS FOR THE CITY FIRE DEPARTMENT IN THE AMOUNT OF \$311,560.00

RECOMMENDATION: Approve the resolution approving fiscal year 2020-2021 budget amendment to fund the replacement of fire hose and apparatus doors for the City Fire Department in the amount of \$311,560.00.

G. DISCUSS AND PROVIDE DIRECTION TO STAFF ON COMMENTING ON PENDING LEGISLATION AMENDING THE BROWN ACT (AB 703)

RECOMMENDATION: Discuss AB703 and give direction about whether or not to direct staff to comment/support or oppose the pending legislation.

11. COUNCIL MEMBER REQUESTS

A. DISCUSS AN URGENCY ORDINANCE ESTABLISHING A HOSPITALITY WORKER RIGHT TO RECALL

12. 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.

13. ADJOURNMENT

Next Regularly Scheduled Meeting:
June 3, 2021

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.



DRAFT MINUTES
CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
VIRTUAL ONLY
Thursday, May 6, 2021
7:00 PM

1. CALL TO ORDER

Mayor Oglesby called the meeting to order at 7:00 p.m.

2. ROLL CALL – ESTABLISHMENT OF QUORUM

PRESENT: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard

ABSENT: None

3. INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation led by Pastor Harold Lusk (Bethel Missionary Baptist Church) and; the Pledge led by Council Member Garcia-Arrazola.

4. REVIEW OF AGENDA

None

5. PUBLIC COMMENT

Nina Beatty, Alyssa Rodriguez, Peter Kaiser

6. PUBLIC AGENCY COMMUNICATIONS

A. MONTEREY REGIONAL AIRPORT UPDATE

Presentation provided by Executive Director Mike La Pier.

B. MONTEREY ONE WATER UPDATE ON POTENTIAL FIVE YEAR RATE INCREASE (PROP 218)

Presentation provided by General Manager Paul Sciuto.

7. PRESENTATIONS

A. VACCINATION UPDATE

Presentation by Fire Chief Mary Gutierrez.

8. **CONSENT AGENDA**

Council Members Wizard and Campbell pulled items 8D and 8H respectively.

On motion by Council Member Campbell and seconded by Mayor Pro Tem Pacheco and passed by the following roll call vote the City Council moved to approve the Consent Agenda except for items 8D and 8H.

RESULT: 5-0-0-0

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard

NOES: None

ABSTAIN: None

ABSENT: None

A. APPROVE MINUTES FROM APRIL 15, 2021

Action: Approved

B. APPROVE AND FILE CITY CHECKS

Action: Approved

C. APPROVE A FEE WAIVER FROM THE COUNTY OF MONTEREY FOR THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR FOUR MASS VACCINATION CLINICS (DATES TBD)

Action: Approved

D. APPROVE DRAFT RESOLUTION MEMORIALIZING THE PREVIOUS AUTHORIZATION OF A BUDGET TRANSFER FOR POLICE DEPARTMENT BI-DIRECTIONAL AMPLIFIER

Police Chief Pridgen responded to questions from the Council Member Wizard.

PUBLIC COMMENT: Peter Kaiser (made public comments regarding items 8I and 8J)

On motion by Council Member Wizard and seconded by Mayor Pro Tem Pacheco and passed by the following roll vote the City Council moved to approve the resolution memorializing the previous authorization of a budget transfer for Police Department bi-

directional amplifier.

RESULT: 5-0-0-0

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard

NOES: None

ABSTAIN: None

ABSENT: None

Action: Approved Resolution #21-05

E. PROCLAMATION DECLARING MAY 16 -22, 2021 AS "NATIONAL PUBLIC WORKS WEEK" IN THE CITY OF SEASIDE

Action: Approved

F. RESOLUTION TO REAPPROPRIATE \$75,000.00 FROM THE STREET MAINTENANCE FUND TO THE CAPITAL IMPROVEMENT PROGRAM STREETS FUND AND APPROVE A PROFESSIONAL SERVICE AGREEMENT WITH PARISI TRANSPORTATION CONSULTING TO CONDUCT AN ENGINEERING AND TRAFFIC SURVEY FOR AN AMOUNT NOT TO EXCEED \$73,530.00 FOR REQUIRED SPEED STUDY

Action: Approved Resolution #21-36

G. APPROVE A RESOLUTION APPROPRIATING \$24,982.50 FROM THE GENERAL FUND TO BE ALLOCATED TO THE CITY OF MONTEREY TO CREATE A TRAIL MAINTENANCE STRATEGY AND CONDUCT AN ENVIRONMENTAL REVIEW FOR THE LAGUNA GRANDE REGIONAL PARK

Action: Approved Resolution #21-37

H. SET FINAL DATE OF JUNE 15, 2021 FOR PARKING AUTHORIZATION AT COLONEL DURHAM SITE

PUBLIC COMMENT: Eloise Shim, Peter Kaiser, LisAnne Sawhney, Pastor Harold Lusk

On motion by Mayor Pro Tem Pacheco and seconded by Mayor Oglesby and carried by the following roll vote the City Council moved to set the final date for parking authorization at the Colonel Durham site for June 15, 2021.

RESULT: 5-1-0-0

AYES: Garcia-Arrazola, Oglesby, Pacheco, Wizard

NOES: Campbell

ABSTAIN:	None
ABSENT:	None

Action: Approved

I. APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF MONTEREY DESIGNATING MONTEREY TO BE THE CEQA LEAD AGENCY FOR THE NORTH FREMONT BIKE AND PEDESTRIAN IMPROVEMENT PROJECT

PUBLIC COMMENT: Peter Kaiser

Action: Approved Resolution #21-38

J. APPROVE RESOLUTION EXPRESSING INTEREST IN PARTICIPATING IN A VIABILITY STUDY FOR A CENTRAL COAST PUBLIC BANK

PUBLIC COMMENT: Peter Kaiser

Action: Approved Resolution #21-39

K. PROCLAMATION RECOGNIZING ASIAN AMERICAN AND NATIVE HAWAIIAN/PACIFIC ISLANDER HERITAGE MONTH

Action: Approved

9. PUBLIC HEARING

A. INTRODUCTION OF AN ORDINANCE ADDING CHAPTER 2.17 TO THE SEASIDE MUNICIPAL CODE TO ESTABLISH A COMMUNITY SAFETY ADVISORY COMMISSION (FIRST READING, ROLL CALL VOTE)

Police Chief Abdul Pridgen presented the item and responded to questions from the Council

PUBLIC COMMENT: Lyvesha Franklin, Pastor Ronald Britt, Peter Kaiser, Pastor Harold Lusk, Rosalyn Green, Sarah Haller

On motion by Mayor Pro Tem Pacheco and seconded by Council Member Wizard and carried by the following roll call vote the City Council moved to pass to print the draft ordinance providing a text amendment of the Seaside Municipal Code Section 2.02.020 Meetings-Regular changing the start time of regular City Council meetings.

RESULT: 5-0-0-0

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES: None
ABSTAIN: None
ABSENT: None

Action: Passed to Print

B. INTRODUCTION OF AN ORDINANCE PROVIDING A TEXT AMENDMENT(S) TO THE SEASIDE MUNICIPAL CODE SECTION 2.02.020 MEETINGS-REGULAR CHANGING THE START TIME OF REGULAR MEETINGS (FIRST READING, ROLL CALL VOTE)

City Attorney Sheri Damon presented the item and responded to questions from the Council.

PUBLIC COMMENT: Peter Kaiser

On motion by Mayor Pro Tem Pacheco and seconded by Council Member Campbell and carried by the following roll call vote the City Council moved to pass to print the draft ordinance providing a text amendment of the Seaside Municipal Code Section 2.02.020 Meetings - Regular changing the start time of regular City Council meetings.

RESULT: 5-0-0-0

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES: None
ABSTAIN: None
ABSENT: None

Action: Passed to Print

C. INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY SEASIDE AMENDING SECTIONS OF SEASIDE MUNICIPAL CODE TITLE 17, SECTION 17.14.030, TABLE 2-4 – ALLOWED LAND USES AND PERMIT REQUIREMENTS FOR COMMERCIAL ZONES FOR CANNABIS USES. (FIRST READING, ROLL CALL VOTE)

Beth Rocha, Associate Planner presented the item and responded to questions from the Council.

PUBLIC COMMENT: Peter Kaiser, Eloise Shim

On motion by Mayor Pro Tem Pacheco and seconded by Council Member Wizard and carried by the following roll call vote the City Council moved to pass to print the draft ordinance amending Seaside Municipal Code Title 17 Allowed Land Uses and Permit

Requirements for Commercial Zones for Cannabis Uses.

RESULT: 5-0-0-0

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard

NOES: None

ABSTAIN: None

ABSENT: None

Action: Passed to Print

10. BUSINESS ITEMS

A. ADOPT A RESOLUTION DEFINING CANNABIS DISPENSARY SELECTION CRITERIA PER SEASIDE MUNICIPAL CODE CHAPTER 19.08.010.B.

Gloria Stearns, Community Development Director provided a presentation and responded to questions from the Council.

PUBLIC COMMENT: Peter Kaiser, Eloise Shim, Sal Palma

On motion by Mayor Pro Tem Pacheco and seconded by Council Member Wizard and carried by the following roll call vote the City Council moved to adopt a resolution defining cannabis dispensary selection criteria per Seaside Municipal Code Chapter 19.08.010B.

RESULT: 5-0-0-0

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard

NOES: None

ABSTAIN: None

ABSENT: None

Action: Approved Resolution #21-40

B. LEGISLATIVE UPDATE-COVID 19

City Attorney Damon provided the legislative update.

11. COUNCIL MEMBER REQUESTS

Council Member Garcia-Arrazola requested to provide a presentation at a future meeting on the findings from the Broadway Business walk that was conducted with Mayor Pro Tem Pacheco.

Mayor Pro Tem Pacheco requested to place on the next agenda, the Neighborhood Improvement Commission's budget recommendations.

Council Member Campbell requested to have an item on the next agenda to discuss and consider direction to staff regarding the pending legislation amending the Brown Act (AB 703).

City Manager Malin announced the expectation to have a special meeting on May 19 and June 2 (5:00 p.m.) in regards to the budget; the need to recruit for staff positions (vacant & new) and; thanked Community Development Director Gloria Stearns for her service as she moves on to a new opportunity.

The Mayor and City Council said thanks and well wishes to Director Stearns and; Ms. Stearns responded with comments.

Council Member Wizard requested that the Council have a discussion at a future meeting about deferring to the Arts & History Commission as it pertains to public art.

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

The Mayor and City Council provided reports on their outside committee actions.

13. ADJOURNMENT

With no further business to discuss, the meeting adjourned in honor of Pat Coble at 11:07 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



CITY OF SEASIDE STAFF REPORT

Item No.: 8.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Jessica Riley, Assistant Finance Director

DATE: May 20, 2021

SUBJECT: APPROVE AND FILE CITY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of April 20, 2021 through May 7, 2021 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending April 22, 2021. Total Accounts Payable and Payroll for the above referenced period is \$1,343,080.70.

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:

- \$10,967.22 to Monterey County Convention & Visitor's Bureau for TID (Tourism Improvement District) remittance for the reporting period of February 2021 for the 13 Seaside motels/hotels.
- \$20,333.00 to Monterey Peninsula Water Management District for Oct-Dec, 2020 & Jul-Sep, 2021 services for tasks contained within the Watermaster's monitoring and management plan, and water level and water quality data collection.

- \$29,281.12 to U.S. Bank - Cal Card for City of Seaside purchase card transactions for the billing period of 2/22/21 - 3/22/21.
- \$10,297.90 to Martin B. Feeney, PG for March 2021 Sentinel Wells Data Collection and hydrogeologic consulting 29 hrs @ various rates.
- \$28,172.00 to Angelina's Bakery Deli & Café for Preparing and delivering meals, 3x/day, 4x/week for the Great Plates Initiative from 4/5/21-4/10/21 & 4/12/21-4/17/21.
- \$33,902.00 to Googie Grill for Preparing and delivering meals, 3x/day, 4x/week for the Great Plates Initiative from 4/5/21-4/11/21 & 4/12/21-4/18/21.
- \$19,294.25 to Monterey Bay Military Housing LLC for United Way rental assistance for one tenant for 5 months through 4/1/2021 and one tenant for 6 months through 5/1/2021.
- \$10,675.00 to Roselyn Ann Real for United Way rental assistance for one tenant for 8 months through 5/3/2021.

The remaining checks, totaling \$363,711.99 include payments to vendors for operating expenditures.

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

<https://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.: 8.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Director

DATE: May 20, 2021

**SUBJECT: REQUEST FOR CO-SPONSORSHIP AND FEE WAIVER FOR 2021
HOT CARS COOL NITES CAR SHOWS**

RECOMMENDATION

Approve a request from Gold Coast Rods for Co-Sponsorship and to waive fees associated with the Hot Cars/Cool Nites Classic Car Shows in the amount of \$12,612.72.

BACKGROUND

The City of Seaside has co-sponsored and funded the Gold Coast Rods classic car show on lower Broadway since 1998. The original car shows were fully funded for six events occurring on the last Friday of each month from May to October. During the 2005-06 budget review, the City Council voted to fund the first three events only; requiring Gold Coast Rods to subsidize the remaining three events for the 2005 and 2006 seasons. Funding was completely eliminated in the 2009-10 budget cuts and the organization eventually discontinued their event in the City of Seaside.

The 2014-2019 events were approved for co-sponsorship and fee waivers for costs associated with police and public works services. The Fee Waiver request was approved to close the streets on Broadway Avenue between Calaveras and Hillsdale and detour traffic during the event.

Gold Coast Rods has submitted a Special Event Application and is requesting all fees be waived for the 2021 year's events that will be held on July 30, 2021, August 27, 2021, September 24, 2021 and October 29, 2021. Gold Coast Rods will provide the insurance coverage.

Staff has been in contact with the Monterey County Health Department to receive

guidance on hosting these types of public events. While specific guidance has not been released staff has been informed that it is forthcoming and it should be available prior to the event. Once the guidance has been released staff with work with the event organizer to ensure that it will be followed.

FISCAL IMPACT

Fees that would have been credited to the General Fund will not be collected if the fee waiver is granted.

The City's adopted fee schedule includes the following approximate fees, which are applicable to this request:

July 30, 2021:

Public Works Staff: \$2,809.38

Police Staff (1 Officer): \$104.79 X 3 hours \$ 343.80

TOTAL: \$3,153.18

August 27, 2021:

Public Works Staff: \$2,809.38

Police Staff (1 Officer): \$104.79 X 3 hours \$ 343.80

TOTAL: \$3,153.18

September 24, 2021:

Public Works Staff: \$2,809.38

Police Staff (1 Officer): \$104.79 X 3 hours \$ 343.80

TOTAL: \$3,153.18

October 29, 2021:

Public Works Staff: \$2,809.38

Police Staff (1 Officer): \$104.79 X 3 hours \$ 343.80

TOTAL: \$3,153.18

GRAND TOTAL FOR ALL FOUR EVENTS: \$12,612.72

ATTACHMENTS

1. Special Event Application and Fee Waiver - Gold Coast Rods - 2021
2. Gold Coast Rods Events - Letter of Intent 2021

Reviewed for Submission to the City Council by:



Craig Malin, City Manager



**SEASIDE
CALIFORNIA**

Special Event Application

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

CONTACT INFORMATION:

Organization: GOLD COAST RODS
Name of Applicant: OTIS STEVENSON
Address: PO BOX 2672 City: MONTEREY State: CA
Phone: 831 601 2375 Email: OTISAutoSALES@G.MAIL.COM
Day of Event Contact Name and Phone: OTIS 601 2375

EVENT INFORMATION:

Event Title: HOT CARS COOL NIGHTS

Event Category:

- | | | |
|---|--|---------------------------------|
| ☐ Athletic / Recreation | ☐ Concert / Performance | ☐ Circus |
| ☐ Celebration / Festival | ☐ Parade / March / Procession | ☐ Dance |
| ☐ Carnival | ☐ Other: <u>CAR SHOW</u> | |

Event Date and Time: 3PM UNTIL 8PM July 30, 2021, Aug 27, 2021,
Setup: 3PM Event Start: 3PM Event End: 8PM Clean up: 8PM

Event Location: BROADWAY

Sept. 24
2021
Oct 29
2021

EVENT DESCRIPTION:

Please provide detailed description of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides, sanitation provisions or any other pertinent information about the event.

CLASSIC CAR SHOW + SHINE

Number of Participants: 100-150 Event Benefiting: _____

Federal ID # (if applicable): _____

☐ 501 C(3) ☐ 501 C(6) ☐ Commercial-For Profit ☐ Other: _____

Will admission be charged? ☐ Yes, tickets cost: 10⁰⁰ For PARTICIPANTS ☐ No

Free to
Public



**SEASIDE
CALIFORNIA**

Special Event Application

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

Is the event open to the public? ☒ Yes ☐ No

If no, how will the event be restricted? Indicate plan on detailed schematics:

How will the event be advertised and promoted? _____

Internet Print

Signs posted: _____

Special equipment to be used for proposed event: *(List all electrical needs you may require)*

- | | | |
|---|---------------------------------------|--|
| ☒ P.A. System | ☐ Generator(s) | ☐ Amplified sound / music |
| ☐ Booths | ☐ Bleachers | ☐ Cooking fuel |
| ☐ Tents | ☐ Banners | ☒ Barricades |
| ☐ Other: _____ | | |

Will the event include music or live performances?

☒ Yes ☐ No

Will film, video, or photography be involved with the production of event?

☐ Yes ☒ No

Do you intend to sell food or beverage?

☐ Yes ☒ No

(If yes, please attach Health Department Food Vendor Certificate)

Do you intend to sell other merchandise?

☐ Yes ☐ No

Number of Vendors? _____ *(For-profit vendors must have business license on file with the City)*

Vendor Name

Vendor Address

Describe Merchandise

NONE

Will alcohol be served?

☐ Yes ☒ No

Will alcohol be sold? *(If yes, please attach ABC license)*

☐ Yes ☒ No

Parking arrangements: we will park on Broadway

Between Fremont & Del Monte Ave



**SEASIDE
CALIFORNIA**

Special Event Application

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

Safety / Security / Accessibility (please describe your procedures for crowd control and internal security):

CLUB members

Security Organization (if required - please attach security contract):

What City services do you anticipate you will need? (i.e. Police, Fire, Public Works, etc.)

PUBLIC WORKS

Method of trash collection/disposal and provision for additional sanitary facilities:

TRASH BAGS PROVIDED GCR

Other pertinent information or special requests:

APPLICANT AGREEMENT

All applicable fees must be paid 30 days prior to event date. No permit revisions will be accepted less than 14 days prior to the event date. The City of Seaside retains the right to terminate the event at any time should a responsible city official determine any activity related to the event is a threat to public safety and/or property. I (we) agree to abide by all laws, rules and regulations which may apply to this area. I (we) accept specific responsibility for other members of my group and for any damage done to city property and/or facilities, and agree to clean and restore the site to the condition in which it was found prior to the holding of the specific event. I certify under penalty of perjury that all the preceding information is true to the best of my knowledge. **Completed and signed special event form must be submitted to Recreation and Community Activities Director within seven working days of receipt of form.**

Applicant Signature: _____

Date: _____

10 30 20



**SEASIDE
CALIFORNIA**

Special Event Application

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

APPLICATION MUST INCLUDE: Detailed schematic of event location indicating specific activity sites. For non-profit organizations, a copy of non-profit status must be submitted.

Attach to application and mail to:

**City of Seaside Recreation Services
Attn: Recreation Director
986 Hilby Avenue
Seaside, CA 93955**

SPECIFIC EVENT CONDITIONS OF APPROVAL

- ✓ Event organizers must clean up any event-related trash.
- ✓ All event noise or sound must be kept to a minimum, particularly before 9:00 a.m. and must not create an annoyance to co-existing events.
- ✓ Permittee is responsible for the actions of all vendors and participants during the event.
- ✓ No activities are permitted onsite that are not included on your permit application.
- ✓ All City ordinances will be strictly enforced (alcohol, dogs, etc.).
- ✓ Permit must be kept on location at all times.

Failure to comply with the above conditions may result in immediate closure of the event and a ban on future events by the organizer in the City of Seaside.

PROVISIONS

Permittee waives all claims against the City, its officers, agents and employees, for loss or damage caused by, arising out of, or in any way connected with, the exercise of this permit and permittee agrees to save harmless, indemnify and defend City, its officers, agents and employees, from any and all loss, damage or liability which may be suffered or incurred by City, its officers, agents and employees caused by, arising out of or in any way connected with exercise by permittee of the rights hereby granted, except those arising out of the sole negligence of the City.

City shall have the privilege of inspecting the premises covered by this permit any and all time. This permit shall not be assigned. City may terminate this permit at any time if permittee fails to perform and covenant herein contained at the time and in the manner herein provided. City agrees it will not unreasonably exercise this right of termination.

The parties hereto agree that the permittee, its officers, agents and employees, in the performance of this permit shall act in an independent capacity and not as officers, employees or agents of the City. No alteration or variation of the terms of this permit shall be valid unless made in writing and signed by the parties hereto.

Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, sexual orientation, age national origin or physical handicaps. Permittee agrees to comply with the terms and conditions contained herein and all rules and regulation of the City subject to this permit.

Applicant Signature: _____

Date: 10 30 - 20



**SEASIDE
CALIFORNIA**

Special Event Application

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

INDEMNIFICATION, DEFENSE, HOLD HARMLESS

Applications must furnish the city with a certificate of insurance in an amount no less than \$1 million naming the City of Seaside as an additional insured. The amount of insurance is subject to increase at the discretion of the Finance Director who is the Risk Manager, depending upon the nature of the event. Such insurance must be primary to any city insurance and the city must have at least ten days' notice of cancellation.

For final event approval, you will need commercial general liability insurance that names "the City of Seaside, its officers, employees and agents" as an additional insured and any other public entities impacted by this event. Insurance coverage must be maintained for the duration of the event. To determine the amount of insurance coverage necessary, please contact Risk Manager. Please obtain the required insurance and mail an original insurance certificate to City of Seaside, Recreation and Community Activities Department, P.O. box 810, Seaside, CA 93955.

Insurance Agency: Clifford + Bradford Insurance Agent: MANDIE
Phone Number: 461 283 8100 Policy Number: _____

PERMIT HOLDER hereby agrees to protect, defend, indemnify and hold and save harmless **CITY**, its officers, and employees against any and all liability, claims, judgements, costs and demands, however caused, including those resulting from death or injury to **PERMIT HOLDER'S** employees and damage to **PERMIT HOLDER'S** property, arising directly or indirectly out of the obligations or operations herein undertaken by **PERMIT HOLDER**, including those arising from the passive concurrent negligence of **CITY** but save and except those which arise out of the active concurrent negligence, sole negligence, or the sole willful misconduct of **CITY**. **PERMIT HOLDER** will conduct all defense at its sole cost and expense. **CITY** shall be reimbursed by **PERMIT HOLDER** for all costs or attorney's fees incurred by **CITY** in enforcing this obligation.

Applicant Signature: OTIS STEVENSON Date: 10-30-20

(For Office Use Only)

Authorization

- | | |
|---|--|
| ☐ Building _____ | ☐ Recreation _____ |
| ☐ Planning _____ | ☐ Redevelopment _____ |
| ☐ Police _____ | ☐ Public Works _____ |
| ☐ Fire _____ | ☐ County Health _____ |
| ☐ Finance _____ | |

Comments: _____



City of Seaside
FEE WAIVER REQUEST

Name of Applicant Otis Stevenson Organization GOLD COAST RODS
Address PO BOX 2672 Mendocino CA 93940
Street City State Zip
Home Phone 831 899 2766 Cell Phone 831 601 2375 Email Address Otis AUTO SALES@gmail

Room(s) Requested 0

Day(s) and Date(s) Requested July 30, Aug 27, Sept 24 + Oct 29, 2021

Hours Requested (include set-up time) 3pm Estimated Attendance 200

Description of Event CLASSIC CAR SHOW

Special Instructions or Equipment to Be Brought In _____

Reason for Requesting Fee Waiver

WE ARE A SO13C CLUB AND WE DONATE
BACK TO LOCAL INCLUDING SALVATION ARMY

Have you received a Fee Waiver in the past? Yes ☒ No ☐

If so, what was the date of your event? July 30, Aug 27 + Sept 24 + Oct 29, 2021

Is your organization based in Seaside? Yes ☐ No ☐

What percentage of your members or participants resides in Seaside? ABOUT 60%

Are you a registered non-profit organization? Yes ☐ No ☐

What is your organization's non-profit number? _____

Is organization able to provide liability insurance? YES

Will alcohol be served or sold at your event? Yes ☐ No ☒

Applicant Signature [Signature] Date 10-30-20

FOR OFFICE USE ONLY			
Approved:	Reviewed:	Noted:	Noted:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



P.O. Box 2672
Monterey, CA 93942
www.goldcoastrods.org

04-21-21

Letter of intent for Hot Cars Cool Nights on Broadway Ave,
Seaside,

Show Date:

July 30th 2021

August 27th 2021

September 24th 2021

October 29th 2021

Protocol:

Temperature will be checked

Hand sanitizer will be available

Face masks must be worn and will be provided

Social distancing will be enforced by our uniformed members

Otis Stevenson,
President Gold Coast Rods



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Director

DATE: May 20, 2021

SUBJECT: APPROVE A RESOLUTION AUTHORIZING THE CLOSURE OF DEL MONTE AVENUE TO THROUGH TRAFFIC FROM TIOGA AVENUE TO THE BEGINNING OF THE GRANITE ROCK BUILDING FOR THE CLASSIC PORSCHE EVENT ON AUGUST 9, 2021

RECOMMENDATION

Approve a resolution permitting the closure of Del Monte Avenue to through traffic from Tioga Avenue to the beginning of the Granite Rock building to ensure public safety during the Classic Porsche Event on Monday, August 9, 2021.

BACKGROUND

Porsche Monterey will be holding their Classic Porsche Event on Monday, August 09, 2021 from 1:00 p.m. to 10:00 p.m. The majority of the event will take place on Porsche property. They are requesting the closure of Del Monte Avenue from Tioga Avenue to the beginning of the Granite Rock building for their Porsche display. The closure of Del Monte Avenue from Tioga Avenue to the beginning of the Granite Rock building will greatly enhance this event and will allow for greater safety for the participants.

If the City Council approves the request for closure of Del Monte Avenue from Tioga Avenue to the beginning of the Granite Rock building on Monday, August 09, 2021 between the hours of 1:00 p.m. to 10:00 p.m. staff recommends the following conditions be met:

1. Submit a temporary traffic control plan and temporary traffic detour plan prepared by a registered traffic engineer. Reviewed and approved by Public Works.
2. Organization to provide insurance coverage of the event.
3. Pay all city related costs. See Cost Estimate.

Staff has been in contact with the Monterey County Health Department to receive guidance on hosting these types of public events. While specific guidance has not been released staff has been informed that it is forthcoming and it should be available prior to the event. Once the guidance has been released staff will work with the event organizer to ensure that it will be followed.

FISCAL IMPACT

The fiscal impact for this event is as follows:

Temporary Traffic Control Plan - \$3,000.00

Temporary No-parking signage - \$400.00

Site Clean up & Street Sweeping - \$300.00

Total - \$3700.00

ATTACHMENTS

1. Special Event Application - Porsche Monterey - Classic Porsche Event 2021
2. Porsche Event Insurance 2021
3. Porsche Event Letter of Intent 2021
4. Map of Del Monte Avenue Closure 2021
5. Porsche Event Cost Estimate 2021
6. Resolution Porsche Monterey Classic Porsche Event 2021

Reviewed for Submission to the City Council by:



Craig Malin, City Manager



**SEASIDE
CALIFORNIA**

Special Event Application

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

CONTACT INFORMATION:

Organization: PORSCHE MONTEREY
Name of Applicant: AARON ZIELINSKI
Address: 1781 DEL MONTE BLVD City: SEASIDE State: CA
Phone: 831-583-1840 Email: AZIELINSKI@LIVIA.COM
Day of Event Contact Name and Phone: AARON ZIELINSKI (708) 212-5557 CELL

EVENT INFORMATION:

Event Title: PORSCHE MONTEREY CLASSIC

Event Category:

- ☐ Athletic / Recreation ☐ Concert / Performance ☐ Circus
☒ Celebration / Festival ☐ Parade / March / Procession ☐ Dance
☐ Carnival ☐ Other: _____

Event Time:

Setup Date & Time: 8/9/2021 1pm Event Start Date & Time: 8/9/21 4pm
Event End Date & Time: 8/9/2021 7pm Clean up Date & Time: 8/9/21 7pm - 10pm

Event Location: IN FRONT OF PORSCHE MONTEREY REQUIRING TEMPORARY DEL MONTE STREET CLOSURE

EVENT DESCRIPTION:

Please provide detailed description of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides, sanitation provisions or any other pertinent information about the event.
Please attach map.

CAR WEEK AUTOSHOW. OUR ANNUAL EVENT HIGHLIGHTING THE
HISTORY OF PORSCHE OUR 3RD ANNUAL EVENT SIMILAR TO
OUR EVENT HERE IN 2015

Number of Participants: 1500 Event Benefiting: LOCAL SCHOOLS + BUSINESSES

Federal ID # (if applicable): _____

☒ 501 C(3) ☐ 501 C(6) ☐ Commercial-For Profit ☐ Other: _____

Will admission be charged? ☐ Yes, tickets cost: NO COST ☒ No



**SEASIDE
CALIFORNIA**

Special Event Application

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

Is the event open to the public? ☒ Yes ☐ No

If no, how will the event be restricted? Indicate plan on detailed schematics:

How will the event be advertised and promoted? LOCAL MEDIA, RADIO, SOCIAL MEDIA

Signs posted: _____

Special equipment to be used for proposed event: *(List all electrical needs you may require)*

- | | | |
|---------------------------------------|---------------------------------------|---|
| ☐ P.A. System | ☐ Generator(s) | ☒ Amplified sound / music |
| ☐ Booths | ☐ Bleachers | ☐ Cooking fuel |
| ☐ Tents | ☐ Banners | ☐ Barricades |
| ☐ Other: _____ | | |

Will the event include music or live performances?

☒ Yes ☐ No

Will film, video, or photography be involved with the production of event?

☒ Yes ☐ No

Do you intend to sell food or beverage?

☐ Yes ☒ No

(If yes, please attach Health Department Food Vendor Certificate)

Do you intend to sell other merchandise?

☐ Yes ☒ No

Number of Vendors? _____ *(For-profit vendors must have business license on file with the City)*

Vendor Name

Vendor Address

Describe Merchandise

Will alcohol be served?

☐ Yes ☒ No

Will alcohol be sold? *(If yes, please attach ABC license)*

☐ Yes ☒ No

Parking arrangements: _____



**SEASIDE
CALIFORNIA**

Special Event Application

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

Safety / Security / Accessibility (please describe your procedures for crowd control and internal security):

VALET PARKING / PARKING ATTENDANTS

Security Organization (if required - please attach security contract):

What City services do you anticipate you will need? (i.e. Police, Fire, Public Works, etc.)

PUBLIC WORKS for STREET CLOSURE

Method of trash collection/disposal and provision for additional sanitary facilities:

ALL HANDLED IN HOUSE

Other pertinent information or special requests:

APPLICANT AGREEMENT

All applicable fees must be paid 30 days prior to event date. No permit revisions will be accepted less than 14 days prior to the event date. The City of Seaside retains the right to terminate the event at any time should a responsible city official determine any activity related to the event is a threat to public safety and/or property. I (we) agree to abide by all laws, rules and regulations which may apply to this area. I (we) accept specific responsibility for other members of my group and for any damage done to city property and/or facilities, and agree to clean and restore the site to the condition in which it was found prior to the holding of the specific event. I certify under penalty of perjury that all the preceding information is true to the best of my knowledge. **Completed and signed special event form must be submitted to Recreation and Community Activities Director within seven working days of receipt of form.**

Applicant Signature: _____

Date: _____

3/20/21



**SEASIDE
CALIFORNIA**

Special Event Application

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

APPLICATION MUST INCLUDE: Detailed schematic of event location indicating specific activity sites. For non-profit organizations, a copy of non-profit status must be submitted.

Attach to application and mail to:

City of Seaside Recreation Services

Attn: Terry Navarro

986 Hilby Avenue

Seaside, CA 93955

Phone: 831-899-6805

FAX: 831-718-8603

Email: tnavarro@ci.seaside.ca.us

SPECIFIC EVENT CONDITIONS OF APPROVAL

- ✓ Event organizers must clean up any event-related trash.
- ✓ All event noise or sound must be kept to a minimum, particularly before 9:00 a.m. and must not create an annoyance to co-existing events.
- ✓ Permittee is responsible for the actions of all vendors and participants during the event.
- ✓ No activities are permitted onsite that are not included on your permit application.
- ✓ All City ordinances will be strictly enforced (alcohol, dogs, etc.).
- ✓ Permit must be kept on location at all times.

Failure to comply with the above conditions may result in immediate closure of the event and a ban on future events by the organizer in the City of Seaside.

PROVISIONS

Permittee waives all claims against the City, its officers, agents and employees, for loss or damage caused by, arising out of, or in any way connected with, the exercise of this permit and permittee agrees to save harmless, indemnify and defend City, its officers, agents and employees, from any and all loss, damage or liability which may be suffered or incurred by City, its officers, agents and employees caused by, arising out of or in any way connected with exercise by permittee of the rights hereby granted, except those arising out of the sole negligence of the City.

City shall have the privilege of inspecting the premises covered by this permit any and all time. This permit shall not be assigned. City may terminate this permit at any time if permittee fails to perform and covenant herein contained at the time and in the manner herein provided. City agrees it will not unreasonably exercise this right of termination.

The parties hereto agree that the permittee, its officers, agents and employees, in the performance of this permit shall act in an independent capacity and not as officers, employees or agents of the City. No alteration or variation of the terms of this permit shall be valid unless made in writing and signed by the parties hereto.

Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, sexual orientation, age national origin or physical handicaps. Permittee agrees to comply with the terms and conditions contained herein and all rules and regulation of the City subject to this permit.

Applicant Signature: _____

Date: 3/20/21



**SEASIDE
CALIFORNIA**

Special Event Application

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

INDEMNIFICATION, DEFENSE, HOLD HARMLESS

Applications must furnish the city with a certificate of insurance in an amount no less than \$1 million naming the City of Seaside as an additional insured. The amount of insurance is subject to increase at the discretion of the Finance Director who is the Risk Manager, depending upon the nature of the event. Such insurance must be primary to any city insurance and the city must have at least ten days' notice of cancellation.

For final event approval, you will need commercial general liability insurance that names "the City of Seaside, its officers, employees and agents" as an additional insured and any other public entities impacted by this event. Insurance coverage must be maintained for the duration of the event. To determine the amount of insurance coverage necessary, please contact Risk Manager. Please obtain the required insurance and mail an original insurance certificate to City of Seaside, Recreation and Community Activities Department, P.O. Box 810, Seaside, CA 93955.

Insurance Agency: Berkley Carlson Inc

Insurance Agent: Safety National

Phone Number: (818) 598-4200

Policy Number: CDA 405 7774

PERMIT HOLDER hereby agrees to protect, defend, indemnify and hold and save harmless **CITY**, its officers, and employees against any and all liability claims, judgements, costs and demands, however caused, including those resulting from death or injury to **PERMIT HOLDER'S** employees and damage to **PERMIT HOLDER'S** property, arising directly or indirectly out of the obligations or operations herein undertaken by **PERMIT HOLDER**, including those arising from the passive concurrent negligence of **CITY** but save and except those which arise out of the active concurrent negligence, sole negligence, or the sole willful misconduct of **CITY**. **PERMIT HOLDER** will conduct all defense at its sole cost and expense. **CITY** shall be reimbursed by **PERMIT HOLDER** for all costs or attorney's fees incurred by **CITY** in enforcing this obligation.

Applicant Signature: [Signature]

Date: 3/25/21

By my signature, I hereby certify that I am the **LEGAL OWNER OF RECORD OF THE PROPERTY** identified in this application and that I approve of the requested action herein. I further certify that all data, information, plans and evidence submitted as part of this application is true and correct to the best of my knowledge.

Property Owner Signature: [Signature]

Date: 3/25/21

(For Office Use Only)

Authorization

- ☐ Building _____
- ☐ Planning _____
- ☐ Police _____
- ☐ Fire _____
- ☐ Finance _____

- ☐ Recreation _____
- ☐ Redevelopment _____
- ☐ Public Works _____
- ☐ County Health _____

Comments: _____



CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY)

3/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Beecher Carlson Insurance Services
21650 Oxnard Street, Suite 1600
Woodland Hills, CA 91367

www.beechercarlson.com

INSURED
Lithia Motors, Inc. and Subsidiaries
150 N. Bartlett Street
Medford OR 97501

CONTACT NAME: Beecher Carlson Insurance Services

PHONE (A/C No. Ext): 818-598-4200

FAX (A/C No): 770-870-3043

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Safety National Casualty Corporation

15105

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES PROD / CUSTOMER ID:

CERTIFICATE #: 60809996

REVISION #:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GARAGE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ Other Than Auto - Agg Per Loc	☐ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS USED IN GARAGE BUSINESS		CAA4057774	11/1/2020	11/1/2021	AUTO ONLY (Ea accident) \$5,000,000 OTHER THAN AUTO ONLY EA ACCIDENT \$2,000,000 AGGREGATE \$2,000,000
A	☐ GARAGE KEEPERS LIABILITY ☐ LEGAL LIABILITY ☒ DIRECT BASIS ☒ PRIMARY ☐ EXCESS			CAA4057774	11/1/2020	11/1/2021	☒ COMP / OTC LOC \$1,000,000 ☐ SPECIFIED PERILS LOC \$ ☒ COLLISION LOC \$1,000,000 LOC \$
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR			Included in Garage Liab.			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under REMARKS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See SCHEDULE OF LOCATION(S) for detailed Property Location / Named Insured information. re: Off Site Event

If additional insured (ADDL INSR) and/or subrogation waived (SUBR WVD) boxes are checked above, applicable blanket policy endorsements apply in favor of the DESIGNATED ENTITY, as required by written contract, subject to the policy terms, conditions and exclusions.

re: August Auto Show

DESIGNATED ENTITY: City of Seaside

CERTIFICATE HOLDER

CANCELLATION

City of Seaside
Attn: Terry Navarro
986 Hilby Avenue
Seaside CA 93955

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Pam Brooskin

ACORD 30 (2016/03)

The ACORD name and logo are registered marks of ACORD

© 2010-2015 ACORD CORPORATION. All rights reserved.

SCHEDULE OF LOCATION(S)

DATE ISSUED

3/23/2021

NAMED INSURED:

Lithia Motors, Inc. and Subsidiaries
150 N. Bartlett Street
Medford OR 97501

CERTIFICATE HOLDER:

City of Seaside
Attn: Terry Navarro
986 Hilby Avenue
Seaside CA 93955

Loc #	Named Insured	DBA	Address	City	State	Zip
L184	Lithia Sea P, Inc.	Porsche Monterey	1781 Del Monte Blvd	Seaside	CA	93955



03/31/2021

County of Monterey and the City of Seaside Ca,

2017
Premier
Porsche Dealer

Porsche of Monterey

1781 Del Monte Blvd.

Seaside, CA 93955

Phone: 831-899-8888

Fax: 831-583-4848

porscheofmonterey.com

Porsche of Monterey is requesting approval to host our annual Porsche Monterey Classic "Car Show". The event is to be hosted outside and partial inside on August 9th, 2021 from 4-7 pm during Monterey Car Week. The event will largely be displayed outside with approximately 200-250 cars occupying the space on our dealership parking lot as well as the street frontage on 1781 Del Monte Blvd, Seaside Ca.

Covid specific restrictions will be in place:

Since the event is mainly held outdoors, there will be no issues with ventilation. For the small part that is being held indoors, occupancy will be kept to a 25% maximum capacity with all showroom doors being left open for ample air circulation. Displayed vehicles in both spaces will be properly spaced a minimum of 6 feet apart. Each guest will be required to wear a face mask with hand sanitizer stations being located prominently throughout the entire premises both indoors as well as the outdoor areas. Unlike events in the past, there will be no food served at this event. CDC event readiness assessment will be used leading up to the day of the event.

Should there be a spike of cases and the event needs to move virtually or be cancelled, we will promptly comply with all current restrictions put in place at that time.

Kindly contact me for any further information or question related to the request.

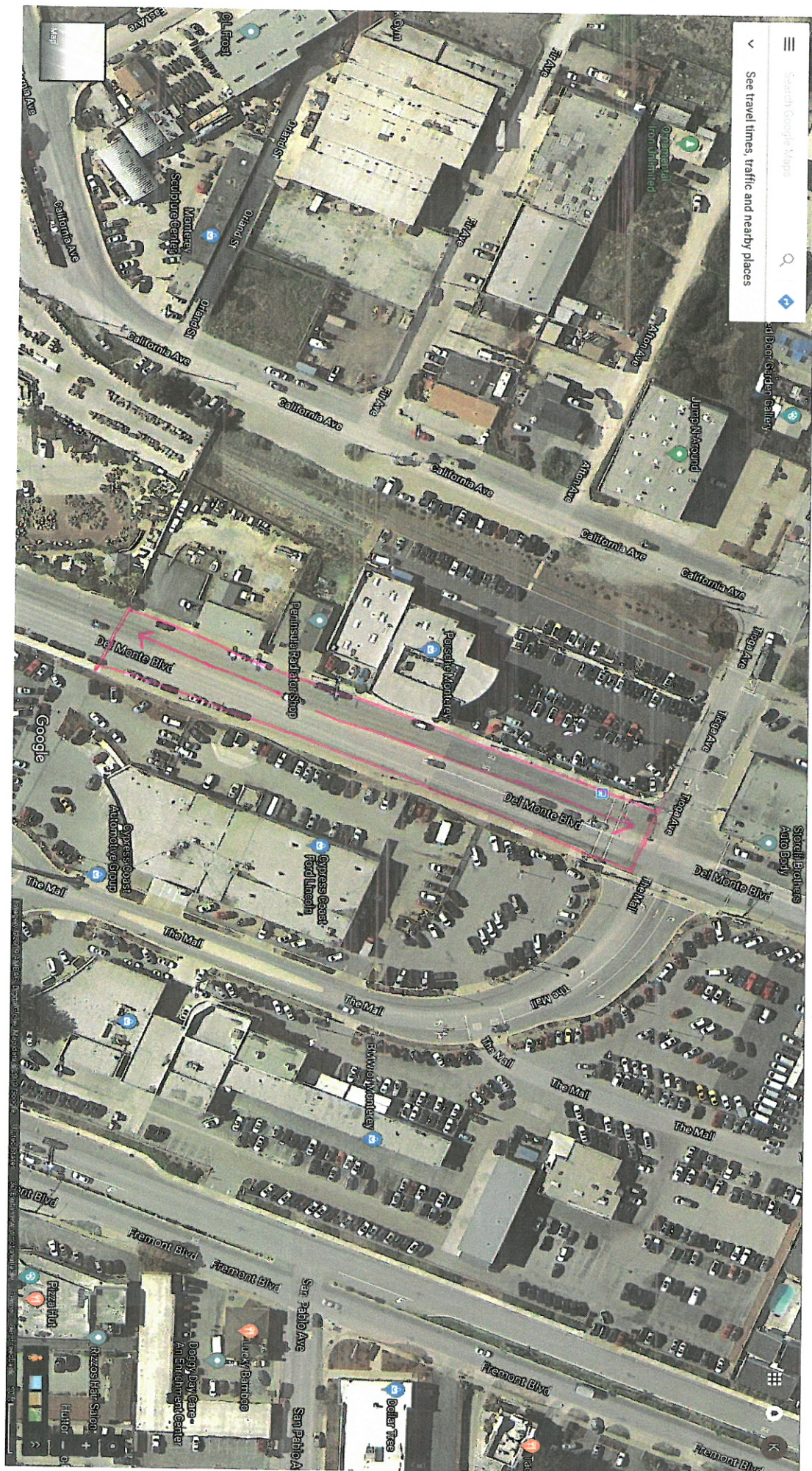
Aaron Zielinski

General Manager

Porsche Monterey

AZielinski@Lithia.com

Cell 708-212-5557



Cost Estimate Porsche_1.xlsx

Item	Qty	Unit Cost	Extended Cost
1 temporary traffic control,	1	\$ 3,000	\$ 3,000
3 temporary no-parking and/or parking signage,	1	\$ 400	\$ 400
4 Site clean up including street sweeping.	1	\$300	\$ 300
Total Estimated Cost			\$ 3,700

From: Dave Fortune
To: Navarro, Terry
Date: 4/7/2021 2:42 PM
Subject: Re: Special Event Application - Porsche Monterey - Classic Porsche Event on August 09,2021
CC: Collick, Ashley; Meewis, Daniel; Patel, Nisha

2019 cost was \$4,700 which included the design for the traffic control plan. The department will be able to utilizes the traffic control plan from 2019, so the cost will decrease by \$1,000.

Cost for 2021 road closure \$3,700.00

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING THE CLOSURE OF DEL MONTE AVENUE TO THROUGH TRAFFIC FROM TIOGA AVENUE TO THE BEGINNING OF THE GRANITE ROCK BUILDING

WHEREAS, Porsche Monterey will be holding their Classic Porsche Event that is open to the public; and

WHEREAS, the closing of Del Monte Avenue from Tioga Avenue to the beginning of the Granite Rock building is necessary between the hours of 1:00 p.m. and 10:00 p.m. on August 09, 2021 to insure the safety of the public; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby approves the closure of Del Monte Avenue from Tioga Avenue to the beginning of the Granite Rock building to ensure the safety of the public using this portion of roadway during this event.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 20th day of May 2021 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: May 20, 2021

**SUBJECT: ADOPT A RESOLUTION APPROVING DEDICATION OF
EASEMENTS TO CALTRANS FOR THE CANYON DEL REY
BOULEVARD (STATE ROUTE 218) FROM DEL MONTE
BOULEVARD TO FREMONT BOULEVARD PROJECT**

RECOMMENDATION

Adopt a Resolution for the dedication of easements to Caltrans to construct ADA compliant curb ramps and sidewalk improvements along Canyon Del Rey Boulevard (State Route 218) from Del Monte Boulevard to Fremont Boulevard.

BACKGROUND

Caltrans is currently in design for the Canyon Del Rey Boulevard (State Route 218) from Del Monte Boulevard to Fremont Boulevard Project. The project will construct improvements to the sidewalks and curb ramps on State Route 218 to make them complaint with the American with Disabilities Act (1990). This project will require Caltrans to acquire permanent easements and temporary construction easements from private property owners and the City of Seaside, and they will be compensating property owners for the easements.

From the City of Seaside, Caltrans is requesting acquisition of permanent easements of the properties:

- 1.) 1372 and 1380 Canyon Del Rey properties (have small older homes which the City rents out),
- 2.) Canyon Del Rey Blvd. btw. PM R0.2 and PM L0.9 (vacant parcels next to the 1372 and 1380 Canyon Del Rey),
- 3.) 440 Harcourt Avenue (City Hall and Police Station properties), and
- 4.) 1441 Canyon Del Rey Blvd. (property Embassy Suite is currently leasing).

Caltrans also requires temporary construction easements to construct their improvements. This will allow them space to walk and place vehicles when constructing in the permanent easement areas. Caltrans is requesting temporary construction easements at the 1372 and 1380 Canyon Del Rey properties and by the entrance to the police station. Attachment 2 shows the locations of the easements requested of the City with the Caltrans parcel no. highlighted in yellow.

Caltrans is requesting Embassy Suites to sign a Quitclaim Deed to confirm that they have no claim or interest in the area being affected by our project. They have been sent the Quitclaim Deed, but they have not yet signed it.

The below table shows the monetary offer amounts for each City of Seaside parcel portion and the easement area in square footage.

	Caltrans Parcel No.	Area (square feet)	Address	Offer	APN
1	12171-1 <i>12171-2 (just TCE)</i>	225 <i>484</i>	1372 & 1380 Canyon Del Rey Blvd.	\$8450	011-345-027-000 011-345-026-000
2	12172-1	174	Canyon Del Rey Blvd. btw. PM R0.2 and PM L0.9	\$2800	011-345-025-000 011-345-024-000
3	12178-1 12178-2 12178-3 <i>12178-4 (just TCE)</i>	39 96 32 <i>440</i>	440 Harcourt Avenue	\$6100	011-391-004-000
4	12259-1 12259-2	1102	1441 Canyon Del Rey Blvd.	\$2650	011-401-031-000
		1668 (not including TCE)	Total Offer	\$20,000	

The above offers include replacement of City improvements that will be removed by Caltrans for their project. The cost for replacements will not be in addition to the \$20,000. However, if the replacement cost is higher than the Caltrans estimate, they will provide additional compensation to cover that cost.

The Caltrans project is a benefit to the City of Seaside. It provides mobility for more users including pedestrians and the disabled traveling on Canyon del Rey from Del

Monte Boulevard to Fremont Boulevard. It also provides more economic development as it allows pedestrians access to the businesses on Fremont Boulevard at Canyon del Rey Boulevard such as Walgreens, Safeway, and etc. and Del Monte Boulevard at Canyon del Rey such as Home Depot, Smart & Final, Starbucks, McDonald's, and others. The project is planned to go out to bid for a construction contract in April 2022. The project is expected to start construction in July 2022 and be completed for use by April 2023.

Staff recommends that the City Council approve dedicating easements to Caltrans for City properties (APNs 011-345-027-000, 011-345-026-000, 011-345-025-000, 011-345-024-000, 011-391-004-000, and 011-401-031-000) along State Route 218, authorize the City Manager to execute the attached Right of Way Agreements, Easement Deeds, and Temporary Construction Easements (Attachments 3, 4, and 5, resp.) with any minor adjustments, and authorize the Finance Director to process acceptance of \$20,000 as compensation for the Easements. The City of Seaside City Council discussed dedicating the requested easements at their Closed Session Meeting on April 15, 2021, and they recommended staff to proceed in the process for Caltrans to acquire the easements.

ENVIRONMENTAL COMPLIANCE

Caltrans Environmental Department determined the Canyon Del Rey Boulevard (State Route 218) from Del Monte Boulevard to Fremont Boulevard Project is categorically exempt.

FISCAL IMPACT

The City will be compensated \$20,000 for dedicating the easements Caltrans requested on Canyon Del Rey Boulevard.

ATTACHMENTS

1. Resolution
2. Maps of Easement Locations
3. Right of Way Agreements
4. Easement Deeds
5. Temporary Construction Easements

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY OF SEASIDE CITY COUNCIL

AUTHORIZING THE CITY MANAGER TO EXECUTE RIGHT OF WAY AGREEMENTS WITH CALTRANS, EASEMENT DEEDS, AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE CANYON DEL REY BOULEVARD (STATE ROUTE 218) FROM DEL MONTE BOULEVARD TO FREMONT BOULEVARD PROJECT

WHEREAS, the City of Seaside is the owner of that certain real property in the City of Seaside, situated in the County of Monterey, State of California, currently identified as County of Monterey Assessor's Parcel Numbers (APNs) 011-345-027-000, 011-345-025-000, 011-391-004-000, and 011-401-031-000 (the "Property"); and

WHEREAS, Caltrans is proposing to construct a pedestrian improvement project along Canyon Del Rey Boulevard (State Route 218) from Del Monte Boulevard to Fremont Boulevard (the "Project"); and

WHEREAS, Caltrans needs to permanently and temporarily encroach onto City property along Canyon Del Rey Boulevard to enable them to construct their project; and

WHEREAS, Caltrans has prepared right of way agreements stating the compensation to the City for permanent easements and discussing other matters; and

WHEREAS, Caltrans has prepared easement deed and temporary construction easement documents; and

WHEREAS, the Canyon Del Rey Boulevard (State Route 218) from Del Monte Boulevard to Fremont Boulevard Project is a benefit to the City in that it provides mobility for more users traveling on Canyon Del Rey from Del Monte Boulevard to Fremont Boulevard and provides more economic development to the nearby businesses; and

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Seaside approves dedicating easements to Caltrans for City Property (APNs 011-345-027-000, 011-345-026-000, 011-345-025-000, 011-345-024-000, 011-391-004-000, and 011-401-031-000) along State Route 218; and

BE IT FURTHER RESOLVED the City Council of the City of Seaside authorizes the City Manager to execute Right of Way Agreements, Easement Deeds, and Temporary Construction Easements with any minor adjustments, and the Finance Director to process acceptance of \$20,000 as compensation for Easements.

PASSED AND ADOPTED at a regular meeting of the City of Seaside duly held on the 20th day of May, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk

PARCEL#	TITLE CODE	GRANTOR	AREAS (ft ² =square feet)			REMARKS	RECORDATION		
			TOTAL	REQUIRED ①	REMAINDER		EXCESS	TYPE	DATE
12168-1	HE	JORGENSEN, ROBERT & PATRICIA	5,580 ft ²	252 ft ²	5,328 ft ²				
12168-2	PEC	JORGENSEN, ROBERT & PATRICIA	5,580 ft ²	484 ft ²					
12169-1	HE	COSTA, GIUSEPPE & ROSA	4,008 ft ²	157 ft ²	3,851 ft ²				
12170-1	HE	MERILLOS-JOHNSON, RUTH	4,000 ft ²	152 ft ²	3,848 ft ²				
12170-2	PEC	MERILLOS-JOHNSON, RUTH	4,000 ft ²	100 ft ²					
12171-1	HE	CITY OF SEASIDE REDEV. AGENCY	8,000 ft ²	225 ft ²	7,775 ft ²				
12171-2	PEC	CITY OF SEASIDE REDEV. AGENCY	8,000 ft ²	165 ft ²					
12172-1	HE	CITY OF SEASIDE	7,793 ft ²	174 ft ²	7,619 ft ²				
12173-1	PEC	TARANTINO, SANTO	5,000 ft ²	48 ft ²					
12174-1	TCE	WHITE, CLAUDIA M.	5,000 ft ²	5 ft ²					
12174-2	PEC	WHITE, CLAUDIA M.	5,000 ft ²	17 ft ²					
12175-1	PEC	RAMIREZ, JAVIER & ROSA	5,000 ft ²	48 ft ²					
12259-1	HE	CITY OF SEASIDE REDEV. AGENCY	6.02 ACRES	687 ft ²					
12259-2	HE	CITY OF SEASIDE REDEV. AGENCY	6.02 ACRES	415 ft ²	6.00 ACRES				

GRANTOR NOTES

① ALL PARCEL AREAS EXCLUDE EXISTING PUBLIC ROAD RIGHT OF WAY (UNLESS OTHERWISE NOTED).

② ACQUISITION CODES:
A=Access Rights Only
F=Fee
WE=Wall Easement
E=Easement
O=Other
HE=Highway Easement
TCE=Temporary Construction Easement
PEC= Permit to Enter & Construct

NOTES

COORDINATES AND BEARINGS ARE ON CCS 83(92) ZONE 4. DISTANCES AND STATIONING ARE GRID DISTANCES. MULTIPLY BY 1.00005505 TO OBTAIN GROUND DISTANCES. AREAS ARE SHOWN IN GROUND.

LEGEND

Access Prohibited
Access Previously acq'd
Access Opening
Record Data

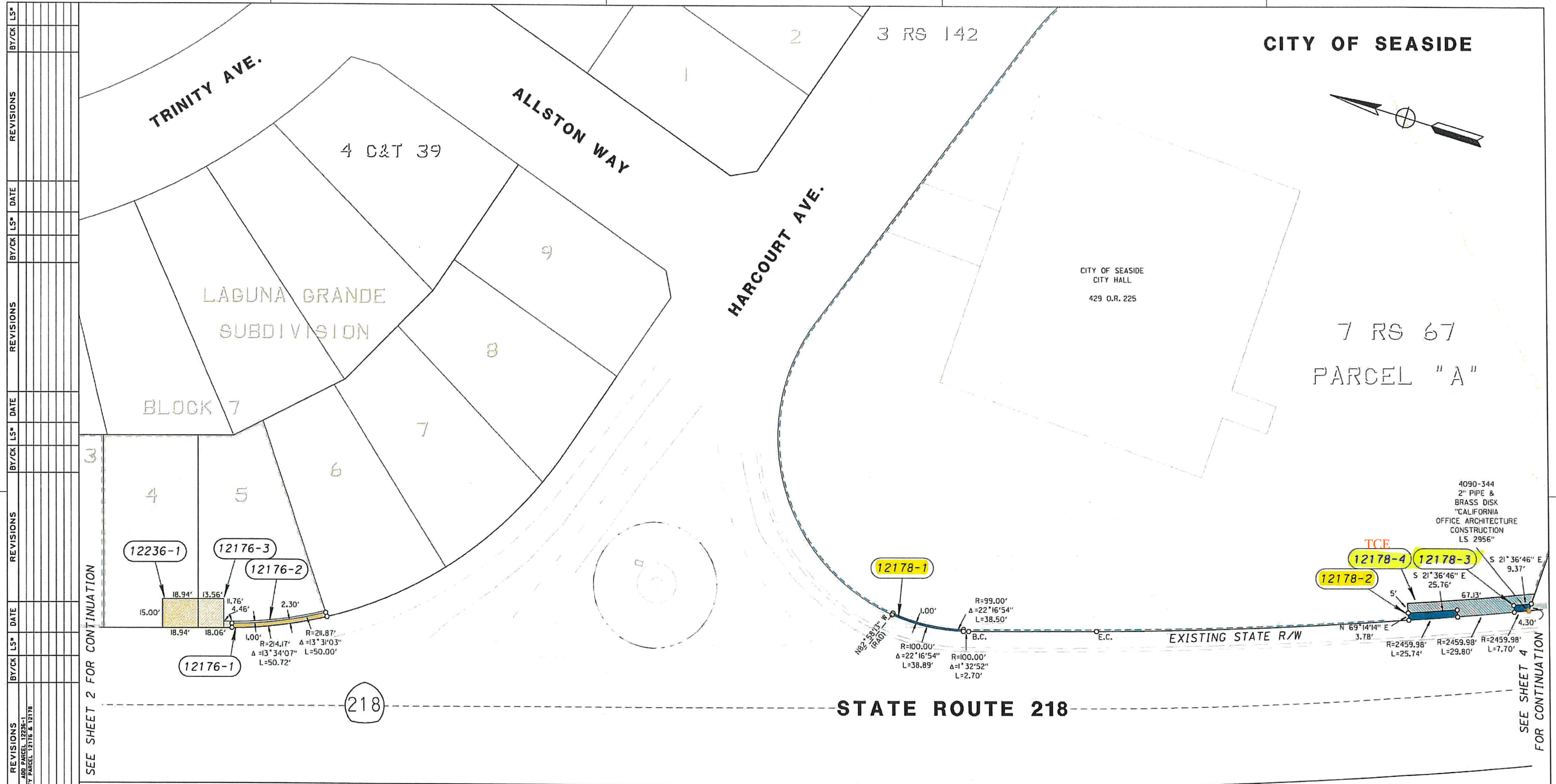
STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

APPRAISAL MAP

SCALE

0 FEET 50 100

DIST.	COUNTY	ROUTE	PM	SHEET NO.	TOTAL SHEETS
5	MON	218	L 0.40	2	5



DATE	BY/CK	LS*	REVISIONS
2/1/2020			ADD PARCEL 12236-1
2/1/2020			MODIFY PARCEL 12176 & 12178
DATE	NAME	DATE	BY/CK
	Calic'a By		
	Checked		
	Del Inacted		
	Checked		
	Proj. Surv.		
	JDA		

PARCEL#	TITLE CODE	GRANTOR	AREAS (ft²=square feet)				REMARKS	RECORDATION		
			TOTAL	REQUIRED ①	REMAINDER	EXCESS		TYPE	DATE	DOC.#
12176-1	HE	BRIMM, KEIKO	10,543 ft²	116 ft²	10,427 ft²					
12176-2	TCE	BRIMM, KEIKO	10,543 ft²	66 ft²						
12176-3	PEC	BRIMM, KEIKO	10,543 ft²	204 ft²						
12178-1	HE	CITY OF SEASIDE	220,065 ft²	39 ft²						
12178-2	HE	CITY OF SEASIDE	220,065 ft²	96 ft²	219,898 ft²					
12178-3	HE	CITY OF SEASIDE	220,065 ft²	32 ft²						
12178-4	PEC	CITY OF SEASIDE	220,065 ft²	440 ft²						
12236-1	PEC	EVERETT, C. & BRIMM, K.	10,543 ft²	285 ft²						

GRANTOR NOTES

① ALL PARCEL AREAS EXCLUDE EXISTING PUBLIC ROAD RIGHT OF WAY (UNLESS OTHERWISE NOTED).

② ACQUISITION CODES:
A=Access Rights Only
F=Fee
WE=Wall Easement
E=Easement
O=Other
HE=Highway Easement
TCE=Temporary Construction Easement
PEC= Permit to Enter & Construct

NOTES

COORDINATES AND BEARINGS ARE ON CCS 83(92) ZONE 4. DISTANCES AND STATIONING ARE GRID DISTANCES. MULTIPLY BY 1.00005505 TO OBTAIN GROUND DISTANCES. AREAS ARE SHOWN IN GROUND.

LEGEND

Access Prohibited
Access Previously occ'd
Access Opening
Record Data

APPRAISAL MAP

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

SCALE: 0 FEET 50 100

DIST.	COUNTY	ROUTE	PM	SHEET NO.	TOTAL SHEETS
5	MON	218	L 0.55	3	5

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY CONTRACT - STATE HIGHWAY
RW 8-3

_____, California	DIST.	COUNTY	ROUTE	P.M.	R/W E. A.
_____, 2021	05	MON	218	0.9	05-1H230

Grantor(s)

Document No. **12171-1 and -2** in the form of **Highway Easement (HE) Deed and Permit to Enter and Construct**, covering the property particularly described in the above instruments have been executed and delivered to **Ismaela Muñiz**, Right of Way Agent for the State of California.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) Grantee requires said property described in Document No. **12171-1 and -2, to construct and/or upgrade pedestrian facilities for ADA accessibility compliance with the Americans with Disabilities Act of 1990 (ADA)**, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor(s) are compelled to sell, and Grantee is compelled to acquire Parcel **12171-1 and -2**.
- (C) Both Grantor(s) and Grantee recognize the expense, time, effort and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
2. The State shall:
 - (A) Pay the undersigned grantor(s) the sum of **\$8,450.00** for the property or interest conveyed by **Highway Easement (HE)** when title to said property vests in the State free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
 - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.

Part of Right of Way Contract Number 12171-1 and -2

- b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
 - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
- (B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the state, the premium charged thereof. Said escrow and recording charges shall not, however, include documentary transfer tax.
- (C) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closed, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.
3. The undersigned Grantor(s) warrant that they are owner in fee simple of the property affected by the Highway Easement as described in Clause 2 above and that they have the exclusive right to grant the Easement.
 4. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the State, including the right to remove and dispose of improvements, shall commence on **June 1, 2021** or the close of escrow controlling this transaction, whichever occurs first, and that the amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
 5. Permission is hereby granted to State or its authorized agent to enter upon Grantor(s) land where necessary within the certain area(s) outlined on the appraisal map for the purpose to **construct and/or upgrade pedestrian facilities for ADA accessibility compliance with the Americans with Disabilities Act of 1990 (ADA).**
 6. In addition to the Fair Market Value, it is agreed by and between the parties hereto that the amount in Clause 2(A) includes the sum of **\$833.97 for 45 linear feet of grey wooden picket fence for APN 011-345-027-000 and 32.50 linear feet of white wooden picket fence and landscape plants for APN 011-345-026-000.**
 7. Permission is hereby granted to State or its authorized agent to enter upon Grantor's land where necessary within the certain area outlined on the appraisal map for the purpose of removing **45 linear feet of grey wooden picket fence for APN 011-345-027-000 and 32.50 linear feet of white wooden picket fence and landscape plants for APN 011-345-026-000.**

8. It is agreed that included in the amount payable under Clause 2(A) above is **\$793.10** payment in full to compensate grantor **to replace 45 linear feet of grey wooden fence for APN 011-345-027-000 and to replace 32.50 linear feet of white wooden fence for APN 011-345-026-000.** Furthermore, it is understood and agreed between both parties that if the actual costs are more than the sum of **\$793.10**, parties will seek resolution and compensation for the difference through an Amendment to Right of Way Contract.
9. Permission is hereby granted to State or its authorized agent to enter upon Grantor's land where necessary within the certain area outlined on the appraisal map as **12171-2**, for the purpose **to reconstruct the driveway approach** per the attached Permit to Enter and Construct.
10. The Grantor(s) agree that no improvements, other than those already on the property, shall be placed thereof, and the planting of any crops, trees, or shrubs or alterations, repairs, or additions to existing improvements which may hereafter be placed thereon are at Grantor(s)' risk and without expectation of payment if removed by the State.
11. In consideration of the State's waiving the defects and imperfections in all matters of record title, the undersigned Grantor(s) covenant and agrees to indemnify and hold the State of California harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantor(s)' obligation herein to indemnify the State shall not exceed the amount paid to the Grantor(s) under this contract.
12. Grantee shall indemnify and hold harmless Grantor from any loss, cost, expense, or damage claimed by third parties from property damage and/or bodily injury, including death, to the proportionate extent such loss, cost, expense, or damage arises from the negligence or willful misconduct of Grantee in connection with the contract.
13. The Grantor(s) agree to fully disclose the existence of the Easement and the State's project to any and all potential buyers in the event the Grantor(s) should choose to sell the above described parcel during the term of the easement or after the acceptance of this contract.
14. Grantor(s) warrant that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Grantor(s) agree to hold State harmless and reimburse State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor(s) for a period exceeding one month.

This transaction will be handled through an escrow with the Department of Transportation
855 M Street Suite 200 Fresno, CA 93721

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

RECOMMENDED FOR APPROVAL:

By: _____
ISMAELA MUÑIZ
Right of Way Agent

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
APPROVED:**

By: _____
CHANIN MCKEIGHEN
Acquisition Unit Chief
Right of Way

**NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE
RECOGNIZED.**

Part of Right of Way Contract Number 12171-1 and -2

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY CONTRACT - STATE HIGHWAY
RW 8-3

_____, California	DIST.	COUNTY	ROUTE	P.M.	R/W E. A.
_____, 2021	05	MON	218	0.9	05-1H230

Grantor(s)

Document No. **12172-1** in the form of a **Highway Easement (HE) Deed**, covering the property particularly described in the above instruments have been executed and delivered to **Ismaela Muñiz**, Right of Way Agent for the State of California.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
 - (B) Grantee requires said property described in Document No. **12172-1**, to **construct and/or upgrade pedestrian facilities for ADA accessibility compliance with the Americans with Disabilities Act of 1990 (ADA)**, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor(s) are compelled to sell, and Grantee is compelled to acquire Parcel **12172-1**.
 - (C) Both Grantor(s) and Grantee recognize the expense, time, effort and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
2. The State shall:
 - (A) Pay the undersigned grantor(s) the sum of **\$2,800.00** for the property or interest conveyed by **Highway Easement (HE)** when title to said property vests in the State free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
 - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.

Part of Right of Way Contract Number **12172-1**

- b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
 - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
- (B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the state, the premium charged thereof. Said escrow and recording charges shall not, however, include documentary transfer tax.
 - (C) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closed, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.
3. The undersigned Grantor(s) warrant that they are owner in fee simple of the property affected by the Temporary Construction Easement as described in Clause 2 above and that they have the exclusive right to grant the Easement.
 4. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the State, including the right to remove and dispose of improvements, shall commence on **June 1, 2021** or the close of escrow controlling this transaction, whichever occurs first, and that the amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
 5. In consideration of the State's waiving the defects and imperfections in all matters of record title, the undersigned Grantor(s) covenant and agrees to indemnify and hold the State of California harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantor(s)' obligation herein to indemnify the State shall not exceed the amount paid to the Grantor(s) under this contract.
 6. Grantee shall indemnify and hold harmless Grantor from any loss, cost, expense, or damage claimed by third parties from property damage and/or bodily injury, including death,, to the proportionate extent such loss, cost, expense, or damage arises from the negligence or willful misconduct of Grantee in connection with the contract.
 7. The Grantor(s) agree that no improvements, other than those already on the property, shall be placed thereof; and the planting of any crops, trees, or shrubs or alterations, repairs, or additions to existing improvements which may hereafter be placed thereon are at Grantor(s)' risk and without expectation of payment if removed by the State.

8. Grantor(s) warrant that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Grantor(s) agree to hold State harmless and reimburse State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor(s) for a period exceeding one month.

9. The Grantor(s) agree to fully disclose the existence of the Easement and the State's project to any and all potential buyers in the event the Grantor(s) should choose to sell the above described parcel during the term of the easement or after the acceptance of this contract.

This transaction will be handled through an escrow with the Department of Transportation
855 M Street Suite 200 Fresno, CA 93721

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

RECOMMENDED FOR APPROVAL:

By: _____
ISMAELA MUÑIZ
Right of Way Agent

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
APPROVED:**

By: _____
CHANIN MCKEIGHEN
Acquisition Unit Chief
Right of Way

**NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE
RECOGNIZED.**

Part of Right of Way Contract Number 12172-1

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY CONTRACT - STATE HIGHWAY
RW 8-3

_____, California	DIST.	COUNTY	ROUTE	P.M.	R/W E. A.
_____, 2021	05	MON	218	0.9	05-1H230

Grantor(s)

Document No. **12178-1, -2, -3 and -4** in the form of a **Highway Easements (HE) Deed and Permit to Enter and Construct**, covering the property particularly described in the above instruments have been executed and delivered to **Ismaela Muñiz**, Right of Way Agent for the State of California.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) Grantee requires said property described in Document No. **12178-1, -2, -3 and -4, to construct and/or upgrade pedestrian facilities for ADA accessibility compliance with the Americans with Disabilities Act of 1990 (ADA)**, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor(s) are compelled to sell, and Grantee is compelled to acquire Parcel **12178-1, -2, -3 and -4**.
- (C) Both Grantor(s) and Grantee recognize the expense, time, effort and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
2. The State shall:
 - (A) Pay the undersigned grantor(s) the sum of **\$6,100.00** for the property or interest conveyed by **Highway Easements (HE)** when title to said property vests in the State free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
 - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.

Part of Right of Way Contract Number 12178-1, -2, -3 and -4

- b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
 - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
- (B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the state, the premium charged thereof. Said escrow and recording charges shall not, however, include documentary transfer tax.
- (C) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closed, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.
- 3. The undersigned Grantor(s) warrant that they are owner in fee simple of the property affected by the Highway Easements as described in Clause 2 above and that they have the exclusive right to grant the Easements.
- 4. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the State, including the right to remove and dispose of improvements, shall commence on **June 1, 2021 or the close of escrow** controlling this transaction, whichever occurs first, and that the amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
- 5. In consideration of the State's waiving the defects and imperfections in all matters of record title, the undersigned Grantor(s) covenant and agrees to indemnify and hold the State of California harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantor(s)' obligation herein to indemnify the State shall not exceed the amount paid to the Grantor(s) under this contract.
- 6. Grantee shall indemnify and hold harmless Grantor from any loss, cost, expense, or damage claimed by third parties from property damage and/or bodily injury, including death, to the proportionate extent such loss, cost, expense, or damage arises from the negligence or willful misconduct of Grantee in connection with the contract.
- 7. Permission is hereby granted to State or its authorized agent to enter upon Grantor(s) land where necessary within the certain area(s) outlined on the appraisal map for the purpose to **construct and/or upgrade pedestrian facilities for ADA accessibility compliance with the Americans with Disabilities Act of 1990 (ADA).**

8. In addition to the Fair Market Value, it is agreed by and between the parties hereto that the amount in Clause 2(A) includes the sum of **\$435.09 for 135 sf of low-cost landscaping including cutting and capping irrigation lines.**
9. Permission is hereby granted to State or its authorized agent to enter upon Grantor's land where necessary within the certain area outlined on the appraisal map for the purpose of removing **135 sf of low-cost landscaping including cutting and capping irrigation lines.**
10. It is agreed that included in the amount payable under Clause 2(A) above is **\$1,318.00** payment in full to compensate grantor **to relocate metal light pole.** Furthermore, it is understood and agreed between both parties that if the actual costs are more than the sum of **\$1,318.00**, parties will seek resolution and compensation for the difference through an Amendment to Right of Way Contract.
11. Permission is hereby granted to State or its authorized agent to enter upon Grantor's land where necessary within the certain area outlined on the appraisal map as **12178-4**, for the purpose **to construct the driveway approach and remove the sign south of the driveway for the cut/fill and then replaced in the current location,** per the attached Permit to Enter and Construct.
12. The Grantor(s) agree that no improvements, other than those already on the property, shall be placed thereof; and the planting of any crops, trees, or shrubs or alterations, repairs, or additions to existing improvements which may hereafter be placed thereon are at Grantor(s)' risk and without expectation of payment if removed by the State.
13. Grantor(s) warrant that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Grantor(s) agree to hold State harmless and reimburse State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor(s) for a period exceeding one month.
14. The Grantor(s) agree to fully disclose the existence of the Easements and the State's project to any and all potential buyers in the event the Grantor(s) should choose to sell the above described parcel during the term of the easement or after the acceptance of this contract.

This transaction will be handled through an escrow with the Department of Transportation
855 M Street Suite 200 Fresno, CA 93721

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

RECOMMENDED FOR APPROVAL:

By: _____

ISMAELA MUÑIZ
Right of Way Agent

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
APPROVED:**

By: _____

CHANIN MCKEIGHEN
Acquisition Unit Chief
Right of Way

**NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE
RECOGNIZED.**

Part of Right of Way Contract Number 12178-1, -2, -3 and -4

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY CONTRACT - STATE HIGHWAY
RW 8-3

_____ , California	DIST.	COUNTY	ROUTE	P.M.	R/W E. A.
_____, 2021	05	MON	218	0.9	05-1H230

Grantor(s)

Document No.'s **12259-1 and 12259-2** in the form of **Highway Easement (HE) Deed and Quitclaim Deed**, covering the property particularly described in the above instruments have been executed and delivered to **Ismaela Muñiz**, Right of Way Agent for the State of California.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
 - (B) Grantee requires said property described in Document No. **12259-1 and 12259-2, to construct and/or upgrade pedestrian facilities for ADA accessibility compliance with the Americans with Disabilities Act of 1990 (ADA)**, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor(s) are compelled to sell, and Grantee is compelled to acquire Parcels **12259-1 and 12259-2**.
 - (C) Both Grantor(s) and Grantee recognize the expense, time, effort and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
2. The State shall:
 - (A) Pay the undersigned grantor(s) the sum of **\$2,650.00** for the property or interest conveyed by **Highway Easements (HE)** when title to said property vests in the State free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
 - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.

Part of Right of Way Contract Number 12259-1 and 12259-2

- b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
 - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
- (B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the state, the premium charged thereof. Said escrow and recording charges shall not, however, include documentary transfer tax.
- (C) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closed, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.
3. The undersigned Grantor(s) warrant that they are owner in fee simple of the property affected by the Highway Easements as described in Clause 2 above and that they have the exclusive right to grant the Easements.
 4. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the State, including the right to remove and dispose of improvements, shall commence on June 1, 2021 or the close of escrow controlling this transaction, whichever occurs first, and that the amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
 5. Permission is hereby granted to State or its authorized agent to enter upon Grantor(s) land where necessary within the certain area(s) outlined on the appraisal map for the purpose to construct and/or upgrade pedestrian facilities for ADA accessibility compliance with the Americans with Disabilities Act of 1990 (ADA).
 6. In addition to the Fair Market Value, it is agreed by and between the parties hereto that the amount in Clause 2(A) includes the sum of \$539.65 for 170 sf of low-cost landscape, including cutting and capping irrigation lines. Furthermore, it is understood and agreed between both parties that if the actual costs are more than the sum of \$539.65, parties will seek resolution and compensation for the difference through an Amendment to Right of Way Contract.
 7. Permission is hereby granted to State or its authorized agent to enter upon Grantor's land where necessary within the certain area outlined on the appraisal map for the purpose of removing 170 sf of low-cost landscape, including cutting and capping irrigation lines.

8. The Grantor(s) agree that no improvements, other than those already on the property, shall be placed thereof, and the planting of any crops, trees, or shrubs or alterations, repairs, or additions to existing improvements which may hereafter be placed thereon are at Grantor(s)' risk and without expectation of payment if removed by the State.
9. In consideration of the State's waiving the defects and imperfections in all matters of record title, the undersigned Grantor(s) covenant and agrees to indemnify and hold the State of California harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantor(s)' obligation herein to indemnify the State shall not exceed the amount paid to the Grantor(s) under this contract.
10. Grantee shall indemnify and hold harmless Grantor from any loss, cost, expense, or damage claimed by third parties from property damage and/or bodily injury, including death, to the proportionate extent such loss, cost, expense, or damage arises from the negligence or willful misconduct of Grantee in connection with the contract.
11. The Grantor(s) agree to fully disclose the existence of the Easement and the State's project to any and all potential buyers in the event the Grantor(s) should choose to sell the above described parcel during the term of the easement or after the acceptance of this contract.

This transaction will be handled through an escrow with the Department of Transportation
855 M Street Suite 200 Fresno, CA 93721

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

RECOMMENDED FOR APPROVAL:

By: _____

ISMAELA MUÑIZ
Right of Way Agent

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
APPROVED:**

By: _____

CHANIN MCKEIGHEN
Acquisition Unit Chief
Right of Way

**NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE
RECOGNIZED.**

Part of Right of Way Contract Number 12259-1 and 12259-2

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

California Department of Transportation
855 M Street, Suite 200
Fresno, CA 93721
State Business – No Recording Fee
(Gov. Code 27383)
CALIFORNIA DEPT. OF TRANSPORTATION
Document Transfer Tax: No Tax Due
Transfer to Public Entity
BY: Ismaela Muñiz
Right of Way Agent

Space above this line for Recorder's Use
APN 011-345-026, and -027

EASEMENT DEED HIGHWAY

District	County	Route	Postmile	Number
5	MON	218	L 0.40	12171-1

[Redevelopment Agency of the City of Seaside](#),

hereinafter called GRANTOR, hereby grants to the State of California, Department of Transportation, hereinafter called STATE, an easement for the right of way and incidents thereto for a public highway upon, over and across that real property in the [City of Seaside](#), County of [Monterey](#), State of California, described as follows:

See Exhibit "A", attached.

Number
12171-1

The GRANTOR, for itself and its successors and assigns, hereby waives any and all claims for damages to GRANTOR's remaining property contiguous to the right of way conveyed by reason of the location, construction, landscaping or maintenance of the highway.

Dated:_____

This is to certify that the State of California, acting by and through the Department of Transportation (according to Section 27281 of the Government Code), accepts for public purposes the real property described in this deed and consents to its recordation.

Dated _____

By ADETOKUNBO OMISHAKIN
Director of Transportation

By _____
Attorney in Fact

EXHIBIT "A"

PARCEL 12171-1

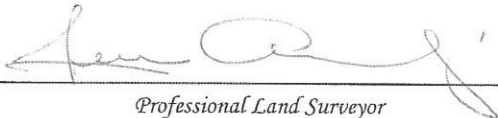
For highway purposes, all those portions of Lot 34 and Lot 35 in Block 7 shown on that map recorded December 23, 1907 in Volume 2 of Cities and Towns at Page 2, records of Monterey County, State of California, lying westerly of the following described line:

BEGINNING at the point on the northerly line of Lot 37 of said Block 7 that is distant easterly 5.16 feet from the northwesterly corner of said Lot 37;

THENCE, S 15°40'18" E, 160.05 feet to the point on the southerly line of Lot 34 of said Block 7 that is distant easterly 2.00 feet from the southwesterly corner of said Lot 34.

END OF DESCRIPTION

*This real property description has been prepared by me,
or under my direction, in conformance with the
Professional Land Surveyors' Act.*

Signature 
Professional Land Surveyor

Date May 14, 2020



RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

California Department of Transportation
855 M Street, Suite 200
Fresno, CA 93721
State Business – No Recording Fee
(Gov. Code 27383)
CALIFORNIA DEPT. OF TRANSPORTATION
Document Transfer Tax: No Tax Due
Transfer to Public Entity
BY: Ismaela Muñiz
Right of Way Agent

Space above this line for Recorder's Use
APN 011-345-024, and -025

EASEMENT DEED HIGHWAY

District	County	Route	Postmile	Number
5	MON	218	L 0.40	12172-1

[City of Seaside, a Municipal Corporation](#),

hereinafter called GRANTOR, hereby grants to the State of California, Department of Transportation, hereinafter called STATE, an easement for the right of way and incidents thereto for a public highway upon, over and across that real property in the [City of Seaside](#), County of [Monterey](#), State of California, described as follows:

See Exhibit ["A"](#), attached.

Number
12172-1

The GRANTOR, for itself and its successors and assigns, hereby waives any and all claims for damages to GRANTOR's remaining property contiguous to the right of way conveyed by reason of the location, construction, landscaping or maintenance of the highway.

Dated:_____

This is to certify that the State of California, acting by and through the Department of Transportation (according to Section 27281 of the Government Code), accepts for public purposes the real property described in this deed and consents to its recordation.

Dated _____

By ADETOKUNBO OMISHAKIN
Director of Transportation

By _____
Attorney in Fact

EXHIBIT "A"

PARCEL 12172-1

For highway purposes, all those portions of Lot 32 and Lot 33 in Block 7 shown on that map recorded December 23, 1907 in Volume 2 of Cities and Towns at Page 2, records of Monterey County, State of California, lying westerly of the following described line:

BEGINNING at the point on the northerly line of said Lot 33 that is distant easterly 3.00 feet from the northwesterly corner of said Lot 33;

THENCE, S 15°38'31" E, 80.03 feet to the point on the southerly line of said Lot 32 that is distant easterly 1.35 feet from the southwest corner of said Lot 32.

END OF DESCRIPTION

*This real property description has been prepared by me,
or under my direction, in conformance with the
Professional Land Surveyors' Act.*

Signature 
Professional Land Surveyor

Date July 8, 2020



RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

California Department of Transportation
855 M Street, Suite 200
Fresno, CA 93721
State Business – No Recording Fee
(Gov. Code 27383)
CALIFORNIA DEPT. OF TRANSPORTATION
Document Transfer Tax: No Tax Due
Transfer to Public Entity
BY: Ismaela Muñiz
Right of Way Agent

Space above this line for Recorder's Use
APN 011-391-004

EASEMENT DEED HIGHWAY

District	County	Route	Postmile	Number
5	MON	218	L 0.55	12178-1, -2, -3

[City of Seaside, a Municipal Corporation](#),

hereinafter called GRANTOR, hereby grants to the State of California, Department of Transportation, hereinafter called STATE, an easement for the right of way and incidents thereto for a public highway upon, over and across that real property in the [City of seaside](#), County of [Monterey](#), State of California, described as follows:

See Exhibit ["A"](#), attached.

Number
12178-1, -2, -3

The GRANTOR, for itself and its successors and assigns, hereby waives any and all claims for damages to GRANTOR's remaining property contiguous to the right of way conveyed by reason of the location, construction, landscaping or maintenance of the highway.

Dated: _____

This is to certify that the State of California, acting by and through the Department of Transportation (according to Section 27281 of the Government Code), accepts for public purposes the real property described in this deed and consents to its recordation.

Dated _____

By ADETOKUNBO OMISHAKIN
Director of Transportation

By _____
Attorney in Fact

EXHIBIT "A"

PARCEL 12178-1

For highway purposes, that portion of Parcel "A" shown on the map recorded March 2, 1965 in Volume 7 of Surveys at Page 67, records of Monterey County, State of California, more particularly described as follows:

BEGINNING at the northerly terminus of record course "N 18°18' W, 67.33 feet" shown on said map,
THENCE (1), southerly, along said record course, S 16°56'22" E, 11.59 feet;
THENCE (2), N 73°03'38" E, 1.00 foot;
THENCE (3), N 16°56'22" W, 11.59 feet to the beginning of a non-tangent curve concave to the east having a radius of 99.00 feet, to which beginning of curve a radial line bears S 73°12'01" W;
THENCE (4), northerly, along said curve, a distance of 27.20 feet through a central angle of 15°44'39";
THENCE (5), westerly, along the prolongation of the radial line of said curve, S 88°56'40" W, 1.00 foot to the curved westerly line of said Parcel "A";
THENCE (6), southerly, along said curved line, a distance of 27.48 feet to the POINT OF BEGINNING.

PARCEL 12178-2

For highway purposes, that portion of said Parcel "A" shown on said map, more particularly described as follows:

COMMENCING at the brass disk stamped "CALIFORNIA OFFICE ARCHITECTURE & CONSTRUCTION LS 2956" found at the southwesterly corner of said Parcel;
THENCE (A), along the southerly line of said Parcel, S 87°03'16" E, 4.30 feet;
THENCE (B), N 21°36'46" W, 39.23 feet to the POINT OF BEGINNING;
THENCE (C), N 21°36'46" W, 25.74 feet;
THENCE (D), S 69°14'14" W, 3.78 feet to the curved westerly line of said Parcel "A";
THENCE (E), southeasterly, along said curved westerly line with a radius of 2460.00 feet, a distance of 25.74 feet through a central angle of 0°35'58";
THENCE (F), N 69°14'14" E, 4.03 feet to the POINT OF BEGINNING.

PARCEL 12178-3

For highway purposes, that portion of said Parcel "A" shown on said map, more particularly described as follows:

BEGINNING at the brass disk stamped "CALIFORNIA OFFICE ARCHITECTURE & CONSTRUCTION LS 2956" found at the southwesterly corner of said Parcel;
THENCE (I), along the southerly line of said Parcel, S 87°03'16" E, 4.30 feet;
THENCE (II), N 21°36'46" W, 9.37 feet;
THENCE (III), S 69°14'14" W, 4.00 feet to the curved westerly line of said Parcel "A";
THENCE (IV), southeasterly, along said curved westerly line with a radius of 2460.00 feet, a distance of 7.64 feet through a central angle of 0°10'41" to the POINT OF BEGINNING.

Bearings and distances used in the above descriptions are on the California Coordinate System of 1983 (Epoch 1991.35), Zone 4. Multiply the above distances by 1.00005505 to obtain ground level distances.

END OF DESCRIPTION

*This real property description has been prepared by me,
or under my direction, in conformance with the
Professional Land Surveyors' Act.*

Signature 
Professional Land Surveyor

Date April 14, 2021



RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

California Department of Transportation
855 M Street, Suite 200
Fresno, CA 93721
State Business – No Recording Fee
(Gov. Code 27383)
CALIFORNIA DEPT. OF TRANSPORTATION
Document Transfer Tax: No Tax Due
Transfer to Public Entity
BY: Ismaela Muñiz
Right of Way Agent

Space above this line for Recorder's Use
APN 011-401-031

EASEMENT DEED HIGHWAY

District	County	Route	Postmile	Number
5	MON	218	L 0.40	12259-1, 12259-2

[Redevelopment Agency of the City of Seaside](#),

hereinafter called GRANTOR, hereby grants to the State of California, Department of Transportation, hereinafter called STATE, an easement for the right of way and incidents thereto for a public highway upon, over and across that real property in the [City of Seaside](#), County of [Monterey](#), State of California, described as follows:

See Exhibit "A", attached.

Number
12259-1, 12259-2

The GRANTOR, for itself and its successors and assigns, hereby waives any and all claims for damages to GRANTOR's remaining property contiguous to the right of way conveyed by reason of the location, construction, landscaping or maintenance of the highway.

Dated: _____

This is to certify that the State of California, acting by and through the Department of Transportation (according to Section 27281 of the Government Code), accepts for public purposes the real property described in this deed and consents to its recordation.

Dated _____

By ADETOKUNBO OMISHAKIN
 Director of Transportation

By _____
 Attorney in Fact

EXHIBIT "A"

PARCEL 12259-1

For highway purposes, that portion of "Parcel A" shown on the map recorded September 8, 1989 in Volume 16 of Cities and Towns at Page 84, records of Monterey County, State of California, lying within the following described area:

COMMENCING at the northerly terminus of that record curve having a radius of 1912.50 feet and a length of 423.65 feet as shown on said map;

THENCE (1), southerly along said curve, a distance of 150.15 feet through a central angle of 4°29'54" to the POINT OF BEGINNING;

THENCE (2), southerly, continuing on said record curve, a distance of 38.18 feet to the point distant 1912.50 feet and S 79°25'12" W from the center of said curve;

THENCE (3), along the prolongation of the radial line, S 79°25'12" W, 33.86 feet;

THENCE (4), N 8°23'34" E, 19.88 feet;

THENCE (5), N 86°03'05" E, 12.04 feet;

THENCE (6), N 41°50'24" E, 12.98 feet;

THENCE (7), N 1°54'30" W, 13.26 feet;

THENCE (8), N 83°32'23" E, 3.5 feet to the POINT OF BEGINNING.

PARCEL 12259-2

For highway purposes, that portion of said "Parcel A" shown on said map, lying within the following described area:

COMMENCING at the northerly terminus of that record curve having a radius of 1912.50 feet and a length of 423.65 feet as shown on said map;

THENCE (A), southerly along said curve, a distance of 224.82 feet through a central angle of 6°44'07" to the POINT OF BEGINNING;

THENCE (B), southerly, continuing on said record curve, a distance of 31.03 feet to the point distant 1912.50 feet and S 77°23'50" W from the center of said curve;

THENCE (C), S 75°04'20" W, 3.58 feet;

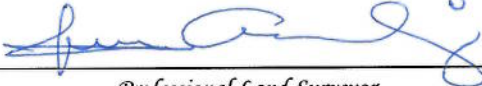
THENCE (D), N 22°39'29" W, 3.90 feet;

THENCE (E), N 49°41'18" W, 16.68 feet;
THENCE (F), N 75°29'07" W, 5.22 feet;
THENCE (G), N 4°42'49" E, 16.84 feet;
THENCE (H), S 85°17'11" E, 14.9 feet to the POINT OF BEGINNING.

Bearings and distances used in the above descriptions are on the California Coordinate System of 1983 (Epoch 1991.35), Zone 4. Multiply the above distances by 1.00005505 to obtain ground level distances.

END OF DESCRIPTION

*This real property description has been prepared by me,
or under my direction, in conformance with the
Professional Land Surveyors' Act.*

Signature 
Professional Land Surveyor

Date April 14, 2021



PERMIT TO ENTER AND CONSTRUCT

(Form #)

EXHIBIT**8-EX-27 (Rev. 6/95)**

Date: _____

05	MON	218	0.9
Dist	Co	Rte	Post
	1H230	12171-2	
	Exp Auth	Parcel	

Mr. Tim Gubbins
 District Director of Transportation
 State of California
 Department of Transportation
 50 Higuera Street
 San Luis Obispo, CA 93401

Dear Mr. Gubbins:

Permission is hereby granted the State, or its authorized agent, to enter upon my property, APN 011-345-026 and -027, as shown on the attached map for purposes of re-conforming both driveway approaches.

This permission is granted in consideration of the benefits which may accrue to my property.

This permission shall terminate upon completion of the project known as MON 218 Sea side ADA.

This permission is granted in consideration of the location, improvement, and construction of such highway and incidents thereto, which it is understood is required by the State of California, Department of Transportation.

RECOMMENDED FOR APPROVAL:

By _____
 Ismaela Muñiz
 Right of Way Agent

By _____
 Chanin McKeighen
 Chief, Acquisition Branch

ACCEPTED:

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION

By _____
 Nicholas G. Dumas
 District Division Chief
 Right of Way

PARCEL#	TITLE CODE	GRANTOR	AREAS (ft ² =square feet)				REMARKS	RECORDATION		
			TOTAL	REQUIRED ①	REMAINDER	EXCESS		TYPE	DATE	DOC.#
12168-1	HE	JORGENSEN, ROBERT & PATRICIA	5,580 ft ²	252 ft ²	5,328 ft ²					
12168-2	PEC	JORGENSEN, ROBERT & PATRICIA	5,580 ft ²	484 ft ²						
12169-1	HE	COSTA, GIUSEPPE & ROSA	4,008 ft ²	157 ft ²	3,851 ft ²					
12170-1	HE	MERILLOS-JOHNSON, RUTH	4,000 ft ²	152 ft ²	3,848 ft ²					
12170-2	PEC	MERILLOS-JOHNSON, RUTH	4,000 ft ²	100 ft ²						
12171-1	HE	CITY OF SEASIDE REDEV. AGENCY	8,000 ft ²	225 ft ²	7,775 ft ²					
12171-2	PEC	CITY OF SEASIDE REDEV. AGENCY	8,000 ft ²	165 ft ²						
12172-1	HE	CITY OF SEASIDE	7,793 ft ²	174 ft ²	7,619 ft ²					
12173-1	PEC	TARANTINO, SANTO	5,000 ft ²	48 ft ²						
12174-1	TCE	WHITE, CLAUDIA M.	5,000 ft ²	5 ft ²						
12174-2	PEC	WHITE, CLAUDIA M.	5,000 ft ²	17 ft ²						
12175-1	PEC	RAMIREZ, JAVIER & ROSA	5,000 ft ²	48 ft ²						
12259-1	HE	CITY OF SEASIDE REDEV. AGENCY	6.02 ACRES	687 ft ²						
12259-2	HE	CITY OF SEASIDE REDEV. AGENCY	6.02 ACRES	415 ft ²	6.00 ACRES					

GRANTOR NOTES

① ALL PARCEL AREAS EXCLUDE EXISTING PUBLIC ROAD RIGHT OF WAY (UNLESS OTHERWISE NOTED).

② ACQUISITION CODES:
A=Access Rights Only
F=Fee
WE=Wall Easement
E=Easement
O=Other
HE=Highway Easement
TCE=Temporary Construction Easement
PEC= Permit to Enter & Construct

NOTES

COORDINATES AND BEARINGS ARE ON CCS 83(92) ZONE 4. DISTANCES AND STATIONING ARE GRID DISTANCES. MULTIPLY BY 1.00005505 TO OBTAIN GROUND DISTANCES. AREAS ARE SHOWN IN GROUND.

LEGEND

Access Prohibited
Access Previously acq'd
Access Opening
Record Data

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

APPRAISAL MAP

SCALE
0 FEET 50 100

DIST.	COUNTY	ROUTE	PM	SHEET NO.	TOTAL SHEETS
5	MON	218	L 0.40	2	5

PERMIT TO ENTER AND CONSTRUCT

(Form #)

EXHIBIT**8-EX-27 (Rev. 6/95)**

Date: _____

05	MON	218	0.9
Dist	Co	Rte	Post
1H230_		12178-4	
Exp Auth		Parcel	

Mr. Tim Gubbins
 District Director of Transportation
 State of California
 Department of Transportation
 50 Higuera Street
 San Luis Obispo, CA 93401

Dear Mr. Gubbins:

Permission is hereby granted the State, or its authorized agent, to enter upon my property, APN 011-391-004, as shown on the attached map for purposes to construct the driveway approach and remove the sign south of the driveway for the cut/fill and then replaced in the current location.

This permission is granted in consideration of the benefits which may accrue to my property.

This permission shall terminate upon completion of the project known as MON 218 Sea side ADA.

This permission is granted in consideration of the location, improvement, and construction of such highway and incidents thereto, which it is understood is required by the State of California, Department of Transportation.

RECOMMENDED FOR APPROVAL:

By _____
 Ismaela Muñiz
 Right of Way Agent

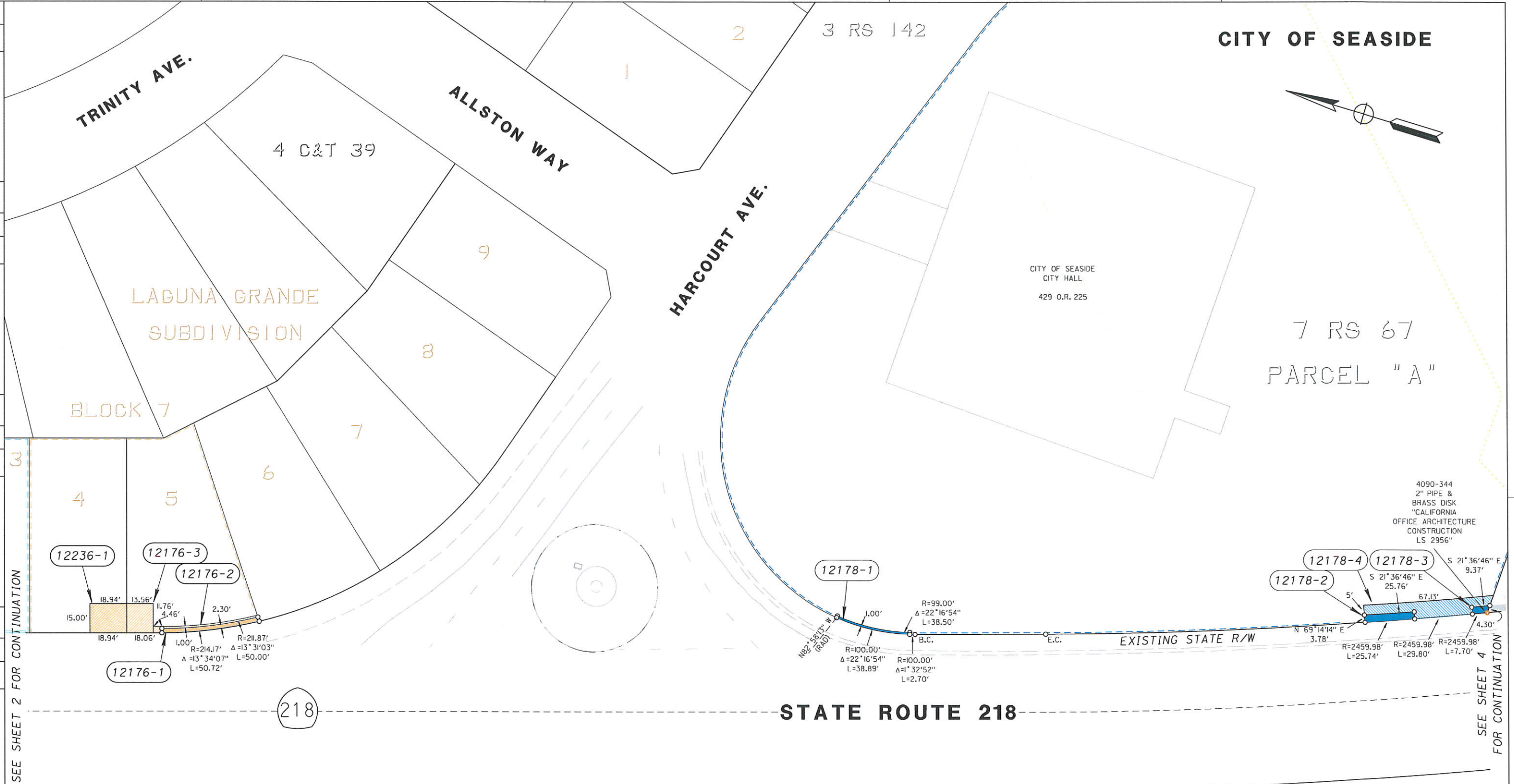
By _____
 Chanin McKeighen
 Chief, Acquisition Branch

ACCEPTED:

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION

By _____
 Nicholas G. Dumas
 District Division Chief
 Right of Way

DATE	REVISIONS	BY/CK	LS*	DATE	REVISIONS	BY/CK	LS*	DATE	REVISIONS	BY/CK	LS*	DATE	REVISIONS	BY/CK	LS*
2/12/20	ADD PARCEL 12236-1														
4/13/20	MODIFY PARCEL 12176 & 12178														
DATE	NAME	DATE	NAME	DATE	NAME	DATE	NAME	DATE	NAME	DATE	NAME	DATE	NAME	DATE	NAME
	Cal'cd By		Checked		Checked		Checked		Checked		Checked		Checked		Checked
	Proj. Surv.		JDA												



NOTE:		EXISTING STATE R/W					
NO TITLE REPORT AVAILABLE FOR PARCEL 12178							
PARCEL#	TITLE CODE	GRANTOR	AREAS (ft ² =square feet)				REMARKS
			TOTAL	REQUIRED ①	REMAINDER	EXCESS	
12176-1	HE	BRIMM, KEIKO	10,543 ft ²	116 ft ²	10,427 ft ²		
12176-2	TCE	BRIMM, KEIKO	10,543 ft ²	66 ft ²			
12176-3	PEC	BRIMM, KEIKO	10,543 ft ²	204 ft ²			
12178-1	HE	CITY OF SEASIDE	220,065 ft ²	39 ft ²			
12178-2	HE	CITY OF SEASIDE	220,065 ft ²	96 ft ²	219,898 ft ²		
12178-3	HE	CITY OF SEASIDE	220,065 ft ²	32 ft ²			
12178-4	PEC	CITY OF SEASIDE	220,065 ft ²	440 ft ²			
12236-1	PEC	EVERETT, C. & BRIMM, K.	10,543 ft ²	285 ft ²			

GRANTOR NOTES

① ALL PARCEL AREAS EXCLUDE EXISTING PUBLIC ROAD RIGHT OF WAY (UNLESS OTHERWISE NOTED).

② ACQUISITION CODES:
A=Access Rights Only
F=Fee
WE=Wall Easement
E=Easement
O=Other
HE=Highway Easement
TCE=Temporary Construction Easement
PEC= Permit to Enter & Construct

NOTES

COORDINATES AND BEARINGS ARE ON CCS 83(92) ZONE 4. DISTANCES AND STATIONING ARE GRID DISTANCES. MULTIPLY BY 1.00005505 TO OBTAIN GROUND DISTANCES. AREAS ARE SHOWN IN GROUND.

LEGEND

Access Prohibited
Access Previously occ'd
Access Opening
Record Data

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

APPRAISAL MAP

SCALE
0 FEET 50 100

DIST.	COUNTY	ROUTE	PM	SHEET NO.	TOTAL SHEETS
5	MON	218	L 0.55	3	5



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Scott Ottmar, Senior Engineer

DATE: May 20, 2021

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH
WHITSON ENGINEERS IN THE AMOUNT OF \$66,000.00 FOR
DESIGN OF DRAINAGE IMPROVEMENTS AT THE DEL MONTE
MANOR**

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute a Professional Services Agreement with Whitson Engineers for final design of a low impact development improvements at the Del Monte Manor.

BACKGROUND

The Del Monte Manor (Manor) apartment complex, located at 1566 Yosemite Street on approximately 9 acres, provides 192 affordable housing units within the City of Seaside. A playground and open space area is located at the southwest corner of the property. When the subdivision to the east of the Manor was first constructed, prior to construction of the Manor, a drainage easement was created to mitigate for excess storm water runoff. This drainage easement is located within the open space and playground area of the Manor, and is owned and operated by the City of Seaside.

Time and more extreme weather patterns are taking a toll on the drainage basin. As intense rain events become more common, the drainage basin is required to receive larger volumes of water on a more frequent basis. This cycle of flooding makes it difficult to operate and maintain a safe and enjoyable open space for the residents of the Manor.

In January 2019, the City retained Whitson Engineers to conduct preliminary design for

drainage improvements in hopes of securing a grant to construct improvements. In July 2020, based upon the preliminary design, the City was awarded a Proposition 1 grant in the amount of \$570,000 to finalize design and construct Low Impact Development (LID) improvements at the Del Monte Manor open space.

The Del Monte Manor Park Low Impact Development (LID) Improvement Project will reconstruct a portion of an existing drainage detention basin located on the parcel's southwestern corner with stormwater capture and treatment facilities. The project proposes regrading of the existing detention basin, and construction of a bioswale with subsurface infiltration features. When necessary, overflow from the system would be piped to the existing storm drain system nearby on Yosemite Street. This will mitigate flood impacts to the playground and open space area to provide much needed recreational space for the Manor residents.

On April 28, 2021 Whitson Engineers submitted a proposal for final design to construct the Del Monte Manor LID Project. Whitson Engineers is currently approved as an on-call civil engineering firm for the City of Seaside. It is recommended the City Council authorize the City Manager to execute a Professional Services Agreement with Whitson Engineers for final design of drainage improvements at the Del Monte Manor.

ENVIRONMENTAL

The project is Categorically Exempt from the California Environmental Quality Act (CEQA) in accordance Title 14 of the California Code of Regulations, Chapter 3, Article 19, Section 15302 (c) Replacement or reconstruction of existing utility system and/or facilities involving negligible or no expansion of capacity.

FISCAL IMPACT

There are no fiscal impacts to the general fund. The Professional Services Agreement with Whitson Engineer will be reimbursed via a sub-grantee agreement with the Monterey Peninsula Water Management District funded by Proposition 1 grant award to the Monterey Peninsula, Carmel Bay and Southern Monterey Bay Integrated Regional Water Management Plan. The currently adopted Stormwater Fund account (271-8910-9961) has an approved budget of \$570,000 sufficient to fund the Professional Services Agreement.

ATTACHMENTS

1. Resolution
2. Professional Service Agreement

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Craig Malin, City Manager

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY OF SEASIDE CITY COUNCIL

AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH WHITSON ENGINEERS IN THE AMOUNT OF \$66,000 FOR FINAL DESIGN OF LOW IMPACT DEVELOPMENT IMPROVEMENTS AT THE DEL MONTE MANOR

WHEREAS, the Monterey Peninsula Water Management District (MPWMD), as the local water management lead agency, adopted the first Monterey Peninsula, Carmel Bay, and South Monterey Bay IRWM Plan in November of 2007; and

WHEREAS, the City of Seaside approved a memorandum of agreement to join the IRWM regional planning group on November 15, 2018; and

WHEREAS, the MPWMD adopted the 2019 IRWM Plan update on September 16, 2019; and

WHEREAS, Proposition 1, passed in 2016, allocated \$4.2 million dollars in grant funds to the region; and

WHEREAS, the City of Seaside submitted a grant proposal in the amount of \$579,464 to construct low impact develop drainage improvements at the Del Monte Manor (Project), a low income housing complex; and

WHEREAS, on July 7, 2020, the DWR informed the MPWMD it had approved a grant award of up to \$2,317,040 to fund four projects including the City of Seaside Project in the amount of \$579,464; and

WHEREAS, on February 3, 2020, the MPWMD adopted Resolution 2020-02 authorizing its General Manager to execute sub-reimbursement agreements with project proponents; and

WHEREAS, on September 3, 2020, the City Council adopted Resolution 20-76 adopting the updated IRWMP and authorizing the City Manager to execute a sub-reimbursement agreement with MPWMD; and

WHEREAS, on April 28, 2021 Whitson Engineers submitted a proposal to perform final design in the amount of \$66,000; and

WHEREAS, Whitson Engineers is on the city's on-call engineering list; and

WHEREAS, the Stormwater Fund account 271-8910-9961 has sufficient funds to award the Professional Services Agreement;

WHEREAS, the project is Categorically Exempt from the California Environmental Quality Act (CEQA) in accordance Title 14 of the California Code of

Regulations, Chapter 3, Article 19, Section 15302 (c) Replacement or reconstruction of existing utility system and/or facilities involving negligible or no expansion of capacity.

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Seaside authorizes the City Manager to execute a Professional Services Agreement with Whitson Engineers in the amount of \$66,000 dollars for final design of low-impact development improvements at the Del Monte Manor.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 20th day of May, 2021 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk



**CITY OF SEASIDE
DESIGN PROFESSIONAL SERVICE AGREEMENT
FOR CONSTRUCTION PROJECTS
DEL MONTE MANOR LID PROJECT**

THIS AGREEMENT, is made and effective _____, between the City of Seaside, a municipal corporation ("Agency") and Whitson Engineers, a corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on _____ 2021 and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. AGENCY MANAGEMENT

Agency's City Engineer shall represent Agency in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Consultant. Agency's City Manager shall be authorized to act on Agency's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Sixty-Six Thousand dollars (\$66,000.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency City Manager and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services.

(c) Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the Agency disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The Agency may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Agency suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the Agency shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Agency. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the Agency pursuant to Section 3.

7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, Agency shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the Agency Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the Agency shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by Agency that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of Agency or its designees at reasonable times to such books and records; shall give Agency the right to examine and audit said books and records; shall permit Agency to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the Agency and may be used, reused, or otherwise disposed of by

the Agency without the permission of the Consultant. With respect to computer files, Consultant shall make available to the Agency, at the Consultant's office and upon reasonable written request by the Agency, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by Agency in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, the parties agree to mediation with a third party neutral to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the Agency.

(b) For All Other Liabilities

Notwithstanding the foregoing and without diminishing any rights of Agency under Section 9.A, for any liability, claim, demand, allegation against Agency arising out of, related to, or pertaining to any act or omission of Consultant, but which is not a design professional service, Consultant shall defend, indemnify, and hold harmless Agency, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the Agency, except for the sole or active negligence of, or willful misconduct of the Agency.

10. INSURANCE

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

11. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the Agency a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither Agency nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the Agency. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against Agency, or bind Agency in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, Agency shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for Agency. Agency shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The Agency, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the Agency in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Agency will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant,

in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of Agency, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without Agency's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the Agency Manager or unless requested by the Agency Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the Agency. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives Agency notice of such court order or subpoena.

(b) Consultant shall promptly notify Agency should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the Agency. Agency retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with Agency and to provide the opportunity to review any response to discovery requests provided by Consultant. However, Agency's right to review any such response does not imply or mean the right by Agency to control, direct, or rewrite said response.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to,

Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To Agency: City of Seaside
440 Harcourt Ave
Seaside, CA 93955
Attention: City Clerk

To Consultant: Whitson Engineers
6 Harris Court
Monterey, CA 93940
Attention: Richard Weber, Principal

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the Agency. Because of the personal nature of the services to be rendered pursuant to this Agreement, Nathaniel Milam shall be the Project Manager and Engineer of Record for the services described in this Agreement.

Nathaniel Milam may use assistants, under its direct supervision, to perform some of the services under this Agreement. Consultant shall provide Agency fourteen (14) days' notice prior to the departure of Nathaniel Milam from Consultant's employ. Should he/she leave Consultant's employ, the Agency shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the Consultant.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

19. GOVERNING LAW

The Agency and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any

litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the Agency.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. WORK SCHEDULED/TIME OF COMPLETION

Agency and Consultant agree that time is of the essence in this Agreement. Consultant shall perform as described in Exhibit A.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of Agency's Request for Proposal, Exhibit "C" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit "A" hereto. In the event of conflict, the requirements of Agency's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

(Signatures on next page)

CONSULTANT

Whitson Engineers
A California Corporation

By: 
Richard Weber, Principal

Date: May 7, 2021

City of Seaside
A Municipal Corporation

By: _____
Craig Malin, City Manager

Date: _____

Attachments:	Exhibit A	Consultant Proposal
	Exhibit B	Insurance Requirements
	Exhibit C	Request for Proposal



April 28, 2021

Project No.: 3910.02

Scott Ottmar, P.E.
Senior Civil Engineer
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Re: Del Monte Manor LID Project – Final Design Proposal

Dear Mr. Ottmar:

Thank you for the opportunity to make this proposal for the subject project. We are providing this proposal for Final Design pursuant to your request and in accordance with the draft Proposition 1 Round 1 IRWM Implementation Grant Agreement. Our final design work will build off of our 30% Design (Alternative 2) which was completed in early 2019.

SCOPE OF SERVICES – DESIGN AND BID PHASE

Surveying

1. Perform a limited, supplemental survey, to capture changes that have occurred within the project area subsequent to our 2018 survey.
2. If requested, prepare up to two Legal Descriptions and Plats to accompany easement(s) or agreement(s) between the City and Del Monte Manor, to address temporary construction impacts as well as O&M of the permanent facility.

Construction Documents

3. Perform a field review of the project site with the City's Project Manager.
4. Update the CAD base plan incorporating current information from the recent Del Monte Manor renovations.
5. Participate in up to two stakeholder outreach meetings with the City's Project Manager.
6. Develop two educational/interpretive site signs, with standard graphics, color and text. (Development of custom interpretive message(s), if required, would be an additional service.)
7. Prepare Construction Drawings. The following sheets are anticipated:
 - a. Cover Sheet
 - b. Temporary Water Pollution Control Plan, Notes and Details
 - c. Topographic Map
 - d. Civil:
 - i. Demolition Plan
 - ii. Construction Plan

Del Monte Manor LID Project – Final Design Proposal

- iii. Cross-Sections and Profiles
- iv. Civil Notes and Details
- e. Landscape:
 - i. Landscape Plan
 - ii. Irrigation Plan
 - iii. Landscaping and Irrigation Notes and Details
 - iv. Educational Signage Notes and Details
- 8. Prepare an Engineer's Estimate of Probable Construction Cost.
- 9. Prepare Technical Specifications, utilizing city-provided template.
- 10. Estimate earthwork volumes and report the volumes on the Construction Drawings.
- 11. Provide geotechnical consultation and prepare a Geotechnical Plan Review letter.

Bid Support

- 12. Provide assistance during bidding as requested. We have included the following in our budget estimate:
 - a. Written responses to Bidder Inquiries – 2 hours

SCOPE OF SERVICES – PROJECT PERFORMANCE MONITORING PLAN

- 1. Prepare, in coordination with the City's Project Manager, a Project Performance Monitoring Plan, as outlined in Grant Agreement Exhibit J.

SCOPE OF SERVICES – CONSTRUCTION PHASE

- 1. Provide civil engineering design assistance during construction as requested. We have included the following in our allowance for this Task:
 - a. Site visit – 2 visits, 8 hours total
 - b. Written responses to Contractor's Material Submittals – 4 hours
 - c. Written responses to Requests for Information – 4 hours
- 2. Provide landscape architecture design assistance during construction as requested. See the proposal by BFS Landscape Architects for detailed scope and recommended allowance.
- 3. Perform Geotechnical Observations and Testing during construction as requested. See the proposal by Earth Systems for detailed scope and recommended allowance.
- 4. Provide the following SCM construction observations:
 - a. Excavation – Observe excavation area prior to installation of drain rock and BSM.
 - b. Drainage structures – Observe structures, pipes and appurtenances.
 - c. Finished grade – Observe finished facility grading, prior to installation of landscaping, irrigation, and other improvements.
 - d. Final – Observe completed project.
- 5. At the completion of construction, provide the Engineer's Certification as required by the Grant Agreement.

Del Monte Manor LID Project – Final Design Proposal

Clarifications and Assumptions:

1. All our work products will be provided to the City's Project Manager in PDF and/or AutoCAD DWG format. Hard copy prints will not be required.
2. The City will separately provide a Construction Manager.
3. The City will separately contract a special inspector for construction observations and testing, other than Geotechnical Observations and Testing as included in Earth Systems' proposal.
4. Less than 2,500 s.f. of impervious area will be created/replaced. A Storm Water Control Plan (SWCP) is therefore not required.
5. The total area of disturbance will be approximately 30,000 sf. A SWPPP is therefore not required.
6. The proposed bioretention pond will be fenced with split rail or other decorative fence, and landscaped with native plants. Security fencing will not be required.
7. The "park redevelopment opportunity site" (the area on top of the underground chambers) may be landscaped and developed by the Project; or may be left for subsequent landscaping and/or development by Del Monte Manor. Our budget assumes that landscaping, walking paths, and benches may be included in our design. We have not budgeted for design of ball courts or lighting.
8. Irrigation water will be provided by Del Monte Manor (a new/separate irrigation meter is not required).

Exclusions:

The following work is specifically excluded from the Engineer's Scope of Services:

1. Changes in scope of the Engineer's work
2. Utility design (other than removal of private light pole and conduit)
3. Structural engineering (which includes retaining wall design)
4. Infiltration Testing (this was completed during 30% design)
5. Obtaining or coordinating permits, permit condition compliance
6. Lighting/Electrical/Mechanical Design Services
7. Construction Staking
8. Preparation of a Construction Management Plan and/or plans for disposal of excess soil
9. Construction Management, Construction Inspections, Special Inspections, other than as specifically listed in our Scope of Services
10. Plan revisions to reflect field changes; As-Built plan preparation

Please note that upon your request we could provide the above services at additional cost.

April 28, 2021 | Job No. 3910.02

Del Monte Manor LID Project – Final Design Proposal**PAYMENT AND PROVISIONS:**

Our estimated fees for the services described in the above Scope of Services are:

Design and Bid Phase	T&M \$46,000
Project Performance Monitoring Plan	T&M \$3,000
Construction Phase	T&M (Allowance) \$17,000
Total Estimate	\$66,000

Progress billings will be on a Time and Materials basis as work is being completed, in accordance with the attached Rate Schedule. If this proposal is acceptable, please forward a contract for execution.

If you have any questions or need more information, please contact me at (831) 649-5225.

Sincerely,

Whitson Engineers



Nathaniel Milam, PE, QSD | Senior Civil Engineer

for

Richard Weber PE, LS, QSD | Principal
RCE 55219, LS 8002, QSD 20534

Exhibit A

Del Monte Manor LID Project – Final Design Proposal							
Time and Materials Estimate							
4/28/21 NDM T41							
Design and Bid Phase							
Surveying							
		<u>PE</u>	<u>SCE</u>	<u>LS</u>	<u>AS</u>	<u>1P</u>	<u>Totals</u>
	Rate:	\$ 240	\$ 195	\$ 175	\$ 150	\$ 130	
							<u>Hours</u> <u>Cost</u>
1	Supplemental Survey			4	2	6	12 \$ 1,780
2	Legal Descriptions and Plants (2 total)	1	2	8			11 \$ 2,030
--	PM, QA/QC		2	2			4 \$ 740
	Subtotal:	1	4	14	2	6	27 \$ 4,550
				Reimbursable Expenses:			\$ -
				Subconsultant (Earth Systems):			\$ -
				Subconsultant (BFS Landscape Architects):			\$ -
				10% Subconsultant Markup:			\$ -
						Subtotal:	\$ 4,550
Construction Documents and Bid Support							
		<u>PE</u>	<u>SCE</u>	<u>CE</u>	<u>AE</u>	<u>AE2</u>	<u>Totals</u>
	Rate:	\$ 240	\$ 195	\$ 175	\$ 150	\$ 130	
							<u>Hours</u> <u>Cost</u>
3	Field Review		4				4 \$ 780
4	Update CAD Base		4				4 \$ 780
5	Stakeholder Outreach Meetings (2 total)		8				8 \$ 1,560
6	Construction Drawings	4	16		40		60 \$ 10,080
7	Engineer's Estimate		4				4 \$ 780
8	Technical Specifications		8		4		12 \$ 2,160
9	Earthwork		2		2		4 \$ 690
10	Geotechnical Consultation and Plan Review (by Earth Systems)						0 \$ -
11	Respond to Bidder Inquiries		4				4 \$ 780
--	PM, QA/QC	2	4				6 \$ 1,260
	Subtotal:	6	54	0	46	0	106 \$ 18,870
				Reimbursable Expenses:			\$ 300
				Subconsultant (Earth Systems):			\$ 900
				Subconsultant (BFS Landscape Architects):			\$ 19,305
				10% Subconsultant Markup:			\$ 2,021
						Subtotal:	\$ 41,396
				Design and Bid Phase Total Estimate:			\$ 45,946

Exhibit A

Project Performance Monitoring Plan								
		PE	SCE	CE	AE	AE2	Totals	
	Rate:	\$ 240	\$ 195	\$ 175	\$ 150	\$ 130	Hours	Cost
1	Prepare Project Performance Monitoring Plan	1	8		8		17	\$ 3,000
	Subtotal:	1	8	0	8	0	17	\$ 3,000
				Reimbursable Expenses:				\$ -
				Subconsultant (Earth Systems):				\$ -
				Subconsultant (BFS Landscape Architects):				\$ -
				10% Subconsultant Markup:				\$ -
						Subtotal:		\$ 3,000
	Project Performance Monitoring Plan Total Estimate:							\$ 3,000
Construction Phase								
		PE	SCE	CE	AE	AE2	Totals	
	Rate:	\$ 240	\$ 195	\$ 175	\$ 150	\$ 130	Hours	Cost
1a	Site Visits (2 total)		8				8	\$ 1,560
1b	Respond to Material Submittals		4				4	\$ 780
1c	Respond to RFIs		8				8	\$ 1,560
2	Landscape Architecture Design Assistance (by BFS Landscape Architects)						0	\$ -
3	Geotechnical Observations and Testing (by Earth Systems)						0	\$ -
4	SCM Construction Observations		8				8	\$ 1,560
5	Engineer's Certification		2				2	\$ 390
	Subtotal:	0	30	0	0	0	30	\$ 5,850
				Reimbursable Expenses:				\$ -
				Subconsultant (Earth Systems):				\$ 6,249
				Subconsultant (BFS Landscape Architects):				\$ 3,740
				10% Subconsultant Markup:				\$ 999
						Subtotal:		\$ 16,838
	Construction Phase Total Estimate:							\$ 16,838
						WE Fee Estimate	\$ 32,270	
						BFS Fee Estimate	\$ 23,045	
						ES Fee Estimate	\$ 7,149	
					10% Subconsultant Markup		\$ 3,019	
					Reimbursables Estimate		\$ 300	
				30% Construction Cost Estimate			\$ 420,000	
				Topo + 30% Design Fee (completed)			\$ 19,374	
					Final Design Estimate			\$ 41,396
					Total Design Cost			\$ 60,769
					Design Cost Ratio			14%
			Design Budget included in 30% Estimate					\$ 63,000



HOURLY RATE SCHEDULE

Category

Hourly Rate

Principal Engineer	\$ 240.00
Senior Civil Engineer	\$ 195.00
Senior Land Surveyor	\$ 195.00
Civil Engineer	\$ 175.00
Land Surveyor	\$ 175.00
Senior Associate Engineer / Surveyor	\$ 165.00
Associate Engineer / Surveyor	\$ 150.00
Assistant Engineer / Surveyor	\$ 130.00
Senior Engineering / Survey Technician	\$ 125.00
Engineering / Survey Technician	\$ 120.00
Administrative Support	\$ 75.00
Engineering Aide	\$ 70.00
Expert Witness / Court Hearing	\$ 325.00

Field Surveying*

One Person Survey Crew (Prevailing Wage)	\$ 210.00
Two Person Survey Crew (Prevailing Wage)	\$ 350.00

Reimbursables

Professional Services by Others	Cost Plus 10%
In-House Large Format Plotting / Copies (Black & White)	\$0.54 / S.F.
In-House Plots, Prints, Copies (Color/Special Media)	Rates vary, available upon request
In-House Prints / Copies (Black & White)	\$0.10/sheet for 8.5x11, \$0.54/sheet for 11x17
Materials, Postage, Reproduction, Telephone	Cost Plus 10%
Mileage	Per Current Federal Rate

*Survey Crew rates are Prevailing Wage
Rates effective January 1, 2020

#41

Scope of Services

Del Monte Manor LID

April 27, 2021



3.0 CONSTRUCTION DOCUMENTS

- 3.01 Perform a field review of the project site with the City's Project Manager.
- 3.02 Prepare two study hand sketches of basin planting and upland passive landscape uses (paths, benches, tables). Submit for City review.
- 3.03 Participate in up to two stakeholder outreach meetings with the City's Project Manager. Summarize community comments related to BFS scope.
- 3.04 Prepare one site landscape plan including educational / interpretive sign locations and themes based on City and community comments.
- 3.05 Coordinate CAD base with Whitson. Proceed with construction drawings:
 - a. Landscape Site Plan
 - b. Planting Plan
 - c. Irrigation Plan
 - d. Notes and Details
- 3.06 Develop two educational/interpretive site signs, with standard graphics, color and text. Custom interpretive message would require additional services.
- 3.07 Coordinate irrigation controls and water point of connection with Del Monte Manor.
- 3.08 Prepare specifications and cost estimates.
- 3.09 Coordinate plan review with Project Team and City.
- 3.10 Complete drawings and specifications for bid document set.
- 3.11 Provide technical assistance during the bid process, including preparation of Addenda. Respond to questions as directed by Owner / CM. Provide written or graphic clarification as appropriate.

4.0 BIDDING AND CONSTRUCTION REVIEW

Owner / Owner's Construction Manager (CM) shall have the primary responsibility for the bidding and construction review phase

BFS Proposal.docx

BFS Landscape Architects ▪ bfsla.com

425 Pacific Street, Suite 201, Monterey, California 93940 ▪ (831) 646-1383 P ▪ (831) 373-8653 F
1580 West El Camino Real, Suite 12, Mountain View 94040 ▪ (650) 326-6622 P ▪ (650) 963-9421 F

Exhibit A

of the project, including testing and inspection coordination, payment request processing and all related items.

- 4.01 Provide the Contractor a Conform Set of Drawings incorporating all addenda revisions.
- 4.02 Attend pre-construction meeting with Owner / CM and Contractor to discuss construction procedures.
- 4.03 Respond to Requests for Information (RFI); furnish Clarifications, Revisions, and Architects Supplementary Instructions (ASI) to the Owner / CM; any change orders will be prepared by Owner / CM.
- 4.04 Review and process submittals, samples and Shop Drawings. Review proposed substitutions if any, for conformance to drawings and technical specifications.
- 4.05 Attend limited on-site construction reviews, followed by written field reports. Reviews to include:
 - a. Substantial Completion Review – at start of landscape maintenance
 - b. Punch-list Check – during landscape maintenance RECOMMENDED FOR MORE COMPLEX PROJECTS
 - c. Final Review – at end of landscape maintenance

5.0 ADDITIONAL SERVICES

Any additional presentations, drawings or documents not identified in the Scope of Services will be considered additional services. Additional services are provided only as authorized and on an hourly basis unless otherwise approved.

EXCLUSIONS

The following are excluded from our scope of services.

- 1. Demolition, Grading, and Drainage Plans. Assumed to be in civil scope.
- 2. Estimated Water Use / Water Demand Statement Calculations.

-END -

COMPENSATION

1.0	CONCEPTUAL DESIGN	none
2.0	DESIGN DEVELOPMENT	none
3.0	CONSTRUCTION DOCUMENTS	
	Plans and Specifications	\$14,305
	Educational/Interpretive Signage	\$5,000
4.0	BIDDING & CONSTRUCTION REVIEW	\$3,740
5.0	ADDITIONAL SERVICES	TBD
	REIMBURSABLE EXPENSES BUDGET	\$250

HOURLY RATES AND REIMBURSABLE EXPENSES: See attached Standard Schedule of Compensation dated May 2020. All costs

Exhibit A

for photography, printing, special delivery, insurance certificate charges, horticultural soils analysis, Owner business licenses and fees, consultant services, and all other costs directly related to the project would be billed as a reimbursable expense at our cost plus a fifteen percent administration charge.

Attachments: Standard Schedule of Compensation, dated 5/2020.

Notice: Landscape Architects are regulated by the State of California. Any questions concerning a Landscape Architect may be referred to the Landscape Architects Technical Committee at: Landscape Architects Technical Committee, 2420 Del Paso Rd, Unit 105, Sacramento, CA 95834, 916 575 7230.

Standard Schedule of Compensation

May 2020



GENERAL

The following list of fees and reimbursable expense items shall be used in providing services within our agreement and may be annually adjusted, upon issuance of an updated Standard Schedule of Compensation:

Principal	\$215/hour
Associate Principal	\$200/hour
Associate	\$185/hour
Project Manager	\$165/hour
Assistant Project Manager	\$155/hour
Designer	\$135/hour
Assistant Designer	\$115/hour
Design/Graphics Intern	\$40/hour
Word Processor/Clerical	\$80/hour

ADDITIONAL SERVICES

Any additional presentations, drawings or documents not identified in the Scope of Services will be considered additional services. Additional services are provided only with prior authorization and on an hourly basis unless otherwise approved.

REIMBURSABLE EXPENSES

All costs for printing and plotting, special delivery, mileage, and other costs directly related to the project will be accounted as a reimbursable expense at our cost plus a fifteen percent administration charge.



April 26, 2021

File No.: 302688-002

Mr. Nathaniel Milam, PE, QSD
Whitson Engineers
9699 Blue Larkspur Lane, Suite 105
Monterey, CA 93940

PROJECT: DEL MONTE MANOR PARK LID IMPROVEMENTS
SONOMA AVENUE AND YOSEMITE DRIVE
SEASIDE, CALIFORNIA

SUBJECT: Proposal for Geotechnical Services

Dear Mr. Milam:

Earth Systems Pacific is pleased to present this proposal to provide geotechnical services for the Del Monte Manor Park LID Improvements project in Seaside. Based on our review of the project plans and our subsequent discussions, our proposed scoped of services consists of the following:

- Geotechnical consultation and plan reviews
- Observation and compaction during construction
- Laboratory maximum density/optimum moisture tests
- Geotechnical engineer site visit, and oversight during construction
- Submittal of weekly certified payroll reports

ESTIMATED FEES

We propose to provide these services on a time and materials basis. Details of our estimated fees for each of the above-described tasks are provided on the attached spreadsheet. A weekly charge of \$85 will be applied for uploading certified electronic payroll reports as required by DIR SB 854.

Total Estimated Fees \$7,149.00

TERMS

Terms for the work will be in accordance with our previously-negotiated Agreement between Consultant and Subconsultant with Whitson Engineers.

Because the project is subject to California Prevailing Wage Law, and for your convenience in setting up the project, we have included our DIR registration numbers below.



Del Monte Manor Park LID
Seaside, California

April 26, 2021

DIR Public Works Registration Numbers

Legal Name	Registration Number	License Type*	Registration Date	Expiration Date
Earth Systems Pacific	1000003643	N100143	5/19/2017	6/30/2021

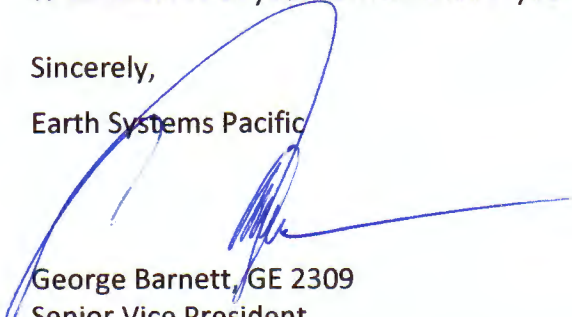
*Professional Corporation License Number assigned by DIR March 27, 2015

Please note that effective August 1, 2016, we are required to submit certified payrolls for all Prevailing Wage projects via eCPR. In order to upload certified payrolls to the State's website, the project's DIR number is necessary. Please complete the attached SB 854 DIR and eCPR Compliance Information Request form and return to our office at your earliest convenience.

We appreciate you continuing to allow us to be a member of your design team. Please feel free to contact me at your convenience if you have any questions or require additional information.

Sincerely,

Earth Systems Pacific


George Barnett, GE 2309
Senior Vice President

Attachments: Fee Estimate Spreadsheet
Prevailing Wage & Accounts Payable Information Request

Doc. No.: 2104-015.PRP/ev



Fee Estimate

Project: Del Monte Manor Park LID Improvements
File No.: 302688-002

Date: 4/26/2021

Geotechnical Services	Classification	Trips	Units	Rate	Fee
Design Services					
Geotechnical consultation and plan reviews	Principal Professional		4	\$225.00 hr.	\$900.00
Sub Total					\$900.00
Construction Services					
Site visit	Principal Professional	1	2	\$225.00 hr.	\$450.00
Observation and compaction testing	Field Technician	6	24	\$130.00 hr.	\$3,120.00
Nuclear gauge fee			24	\$15.00 hr.	\$360.00
Travel mileage		7	280	\$0.80 mi.	\$224.00
Maximum density/optimum moisture tests (4" mold)			2	\$270.00 ea.	\$540.00
Maximum density/optimum moisture tests (6" mold)			1	\$315.00 ea.	\$315.00
Project management	Principal Professional		4	\$225.00 hr.	\$900.00
State of California Prevailing Wage payroll submittal			4	\$85.00 wk.	\$340.00
Sub Total					\$6,249.00
Total Estimated Fees		\$7,149.00			



Prevailing Wage and Accounts Payable Information Request

Thank you for this opportunity to be of service on your public works project. Please complete and return this form to allow us to comply with California's prevailing wage requirements, and to prepare Earth Systems' invoices in accordance with your organization's billing requirements in a timely manner. Thank you!

Legal Name of Earth Systems	Earth Systems Pacific
PWC Registration No.	1000003643
Earth Systems Project No.	

PUBLIC WORKS PROJECT REGISTRATION INFORMATION:

CLIENT'S PROJECT NAME	Del Monte Manor Park LID Improvements 302688-002
DIR PROJECT ID (PWC-100)	
APPLICABLE BID ADVERTISEMENT DATE	
CLIENT'S REPRESENTATIVE FOR DIR PROJECT ID INFORMATION	Name: E-mail: Phone No.:
LABOR COMPLIANCE PROGRAM (LCP) APPLICABLE TO THIS PROJECT?	Yes or No If yes, please confirm if Earth Systems will be subject to the LCP and provide a copy of the LCP manual to Earth Systems before start of project.

CLIENT'S BILLING REQUIREMENTS:

PURCHASE ORDER NO. (if applicable)	
ADDITIONAL INFORMATION REQUIRED ON INVOICES	
SPECIFY ANY ADDITIONAL FORMS OR BILLING FORMATS REQUIRED TO BE SUBMITTED WITH INVOICES (please attach example)	
ACCOUNTS PAYABLE CONTACT INFORMATION	Name: E-mail: Phone No.:
INVOICE DELIVERY METHOD	E-mail: Mailing Address:
Date	

EXHIBIT B

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of Agency, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Agency.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

Umbrella or excess liability insurance. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability,

and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to Agency as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Agency at all times during the term of this contract. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Agency shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Agency before the Agency's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by Consultant or Agency will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Agency may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Agency, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Agency, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to Agency with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that Agency and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting

endorsement of any kind that has not been first submitted to Agency and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to Agency for review.

Agency's right to revise specifications. The Agency reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the Agency and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by Agency. Agency reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Agency.

Timely notice of claims. Consultant shall give Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

**REQUEST FOR STATEMENT OF QUALIFICATIONS
CITY OF SEASIDE**

ON-CALL CONSULTANTS - ENGINEERING SERVICES

PROPOSAL DUE APRIL 10, 2018

The City of Seaside (City) seeks Statement of Qualifications from qualified consulting firms, teams and individual consultants to provide engineering services on an on-call basis for miscellaneous undetermined projects. The selected engineering firms may be requested to help with the design of federal, state and locally funded capital improvement projects. The City intends to select multiple consultants for a three-year period, with the option of two (2) one-year extensions through mutual consent between the City and the chosen Consultant(s). Consultants do not need to be able to provide all services described in the "Preliminary Scope of Services," below. Selection will be based on demonstrated experience in providing cost effective professional services to public works departments.

I. BACKGROUND

The City of Seaside is located approximately 115 miles south of San Francisco and 73 miles south of San Jose. The City of Seaside encompasses a total area of approximately nine square miles and is the largest city on the Monterey Peninsula with just over 34,000 residents. The City has developed a Capital Improvement Program (CIP) annually that identifies capital improvements for government facilities, parks, storm water, transportation, water and special projects. Most project design budgets will be less than \$25,000.

II. PROPOSED SCOPE OF WORK

The City will provide a request for services for each project to the consultant which may include engineering design services outlined below. The consultant will, in turn, provide a fixed fee cost estimate and scope of work based upon the requested services. Projects may cover a broad of range professional engineering services in support of CIP implementation, and possible other park improvements, Americans with Disability Act (ADA) evaluation and modifications, drainage studies and improvements, street, bicycle and pedestrian projects, and various other municipal related projects. Below is a general overview of services that may be requested.

A. Engineering Services

Design, Survey and Geometrics
Pavement Evaluation and Design
Hydrology/Hydraulic Analyses
Structural Analysis and Design
Well Design and Rehabilitation
Water System Design & Rehabilitation
Value Engineering
Seismic Evaluations
Construction Phase Services

B. Professional Services

Disabled Accessibility Evaluations & Mitigation
Preliminary Engineering Studies
Technical Studies & Reports
Peer Reviews
Coordination w/Other Agencies & Utilities
Constructability/Bidability Reviews
On-Call Services

EXHIBIT C

REQUEST FOR STATEMENT OF QUALIFICATIONS CITY OF SEASIDE

The ideal candidate has a good working knowledge of the following documents:

- a. City of Seaside Capital Improvement Program (Attachment A), as may be amended.
- b. California Department of Transportation Standard Plans and Specifications, 2015 or most recent edition.
- c. California Manual of Uniform Traffic Control Devices (CAMUTCD), latest edition.
- d. Central Coast Regional Water Quality Control Board Resolution R3-2013-0032, Post Construction Requirements for Development Projects in the Central Coast Region

III. FORM AND CONTENT OF PROPOSAL

Proposals should clearly state respondent's qualifications. In reviewing the proposals, the City of Seaside considers the quality of the proposal to be reflective of the potential quality of the work the Consultant is able to perform. The ability of the Consultant to clearly and concisely convey information will be considered in the review process. Consultants are encouraged not to submit lengthy and overly wordy proposals.

The SOQ must be concise (maximum 10 written pages) and include, at a minimum, the following information:

- A) A brief description of the consultant's firm, including the year the firm was established, type of organization (partnership, corporation, etc.), and a statement of the firm's qualifications for performing the subject consulting services.
- B) A brief summary of the qualifications and experience of each member proposed to provide professional services.
- C) A project summary list with descriptions of the proposed team's experience. Projects showing experience on public works projects is a plus.
- D) A list of references of relevant clients, including a contact person with their current telephone number and email address. At least 3 references shall be on projects listed for item C above.
- E) Standard Rate Schedule

All proposing firms must be professionally engaged in the design of capital improvement projects with experience in the public sector for a minimum of five (5) years. At a minimum, Consultants must employ qualified individuals who are licensed and/or otherwise qualified in project management.

EXHIBIT C
REQUEST FOR STATEMENT OF QUALIFICATIONS
CITY OF SEASIDE

IV. QUESTIONS AND ADDENDA

Please direct any questions you may have regarding this RFQ, including any request for the City of Seaside to issue a formal written clarification or correction of a discrepancy or an omission in this RFQ, **via email** to:

Mr. Scott Ottmar, P.E.
sottmar@ci.seaside.ca.us

Any request for a formal written clarification or correction of a discrepancy or an omission in this RFQ must be received by the City of Seaside per the schedule below. Any City response to such a request will be made in the form of an addendum to this RFQ and will be posted on the City's website; www.seaside.ca.us per the schedule below. All addenda shall become part of this RFQ.

V. SUBMITTAL OF PROPOSALS

Please submit an electronic copy in Adobe ® PDF format of your Proposal, identified in the subject line as "**Proposal for Engineering Design Services**" no later than 4:00 p.m. Pacific Time on Wednesday, April 10, 2018.

Proposals received by the City after this deadline will not be accepted and will not be accepted if submitted by FAX. Emailed submissions cannot contain zipped files or files larger than 5 Mbytes.

All material submitted in accordance with this RFQ becomes property the City of Seaside and will not be returned.

VI. EVALUATION PROCESS

City staff will review each SOQ for completeness and content. Each SOQ will be evaluated based upon the relevant qualifications and experience of the consultant. Staff may conduct interviews if necessary. References will also be verified. The SOQ review will focus upon the following criteria:

1. *Organization:* Does the firm offer the breadth and quality of services required for the types of services listed in the Scope of Work?
2. *Staff:* Do the qualifications of key personnel to be assigned to the anticipated projects coincide with tasks listed in the Scope of Work? Do assigned personnel have requisite education, experience, and professional qualifications?
3. *Experience:* Has the firm demonstrated the ability to successfully provide services for projects of a similar complexity and nature as described herein?
4. *Professional Standing:* Are the firm's references from past clients and associates favorable? Are deliverables submitted on time and within budget?

EXHIBIT C
REQUEST FOR STATEMENT OF QUALIFICATIONS
CITY OF SEASIDE

5. *Proposal:* Organization, presentation, and content of proposal. Conformance to the specified proposal format.
6. *Responsiveness.* Ability to respond to request for service in a timely manner. Ability to attend meetings at the City of Seaside's City Hall and performs project site inspections in a timely manner and at a fair and reasonable cost.

Proposals will be ranked on the basis of qualifications. The City of Seaside may conduct interviews with some or all of the firms who submit proposals, or it may complete its evaluation based on the proposals alone. If interviews are conducted, firms selected for interview will be contacted at that time to arrange the date and time for their interview.

VII. SELECTION PROCESS

Based on staff recommendation, the City of Seaside will consider approval of consultant(s). The City of Seaside may select up to three firms or choose to determine that no SOQ proposal exhibits adequate qualifications.

Upon the selection by the City of Seaside, consultant(s) may or may not be called upon by the City of Seaside to provide services.

VIII. SCHEDULE

The anticipated schedule for award of this project is as follows:

Release of RFQ	March 20, 2018
Last Day To Submit RFI	March 30, 2018
Response to RFI posted	April 3, 2018
Receipt of Proposals	April 10, 2018 at 4 PM
Interview Consultant(s), if necessary	TBD (if needed)
Select Short List	May 3, 2018

IX. ACCEPTANCE OR REJECTION OF PROPOSAL

The City of Seaside reserves the right to accept or reject any and all proposals. The City of Seaside also reserves the right to waive any informality or irregularity in any Proposals. Additionally, the City of Seaside may, for any reason, decide not to award an agreement as a result of this RFQ or cancel the RFQ process. The City of Seaside shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the proposal. The City of Seaside reserves the right to negotiate project deliverables and associated costs.

X. GENERAL DESCRIPTION OF PROPOSED AGREEMENT

Upon conclusion of the RFQ process, the City of Seaside will select a Consultant with which to enter into negotiations for the assignments described. The selected Consultant shall enter into contract negotiations with the City of Seaside in substantial conformity with the selected proposal and the form of the Consultant Agreement, which is contained in Attachment B.

EXHIBIT C
REQUEST FOR STATEMENT OF QUALIFICATIONS
CITY OF SEASIDE

XI. INSURANCE REQUIREMENTS

The selected Consultant, at Consultant's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain all of the insurance requirements outlined in the Consultant Agreement (Attachment B).

All policies, endorsements, certificates, and/or binders shall be subject to approval by the City of Seaside as to form and content. The selected Consultant agrees to provide the City of Seaside with a copy of said policies, certificates and/or endorsements.

The selected Consultant shall satisfy these insurance requirements prior to approval of the Agreement. Please address any issues with respect to insurance requirements in your response to the corresponding question in the RFQ.

XII. EXAMINATION OF PROPOSED MATERIAL

The submission of a proposal shall be deemed a representation and certification by the Consultant that they have investigated all aspects of the RFQ, that they are aware of the applicable facts pertaining to the RFQ process, its procedures and requirements, and that they have read and understood the RFQ. No request for modification of the statement shall be considered after its submission on grounds that the Consultant was not fully informed as to any facts or condition.

XIII. PUBLIC NATURE OF PROPOSAL MATERIAL

Responses to this RFQ become the exclusive property of The City of Seaside. All proposals received in response to this RFQ become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Consultant as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." The City of Seaside shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of Seaside may not be in a position to establish that the information that a Consultant submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the City of Seaside will provide the Consultant who submitted the information with reasonable notice to allow the Consultant to seek protection from disclosure by a court of competent jurisdiction.

XIV. DISQUALIFICATION

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

EXHIBIT C
REQUEST FOR STATEMENT OF QUALIFICATIONS
CITY OF SEASIDE

- A. Evidence of collusion, directly or indirectly, by Consultants in regard to the amount, terms, or conditions of this proposal;
- B. Any attempt to improperly influence any member of the selection staff;
- C. Existence of any lawsuit, unresolved contractual claim or dispute between Consultant and the City of Seaside;
- D. Evidence of incorrect information submitted as part of the proposal;
- E. Evidence of Consultant's inability to successfully complete the responsibilities and obligations of the proposal; and
- F. Consultant's default under any agreement, which results in termination of the Agreement.

XV. NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFQ instructions and specifications. Any alteration, omission, addition, variance, or limitation of form or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City of Seaside.

XVI. PROHIBITION OF GIFTS

The City of Seaside officials are subject to several legal and policy limitations regarding receipt of gifts from persons, firms, or corporations either engaged in business with the City of Seaside, or proposing to do business with the City of Seaside. The offering of any illegal gift shall be grounds to disqualify a Consultant. To avoid even the appearance of impropriety, Consultants should not offer any gifts or souvenirs, even of minimal value, to the City of Seaside officers or employees. The Consultant shall be subject to the City of Seaside's prohibition.

XVII. NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT

The successful Consultant shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of the City of Seaside contracts.

XVIII. ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to this RFQ process:

- A. It is anticipated that the award of the Agreement resulting from the RFQ shall include terms and conditions similar to those referenced in the City of Seaside's Standard Consultant Agreement (Attachment B). Exceptions proposed by the Consultant, if any, to the terms and conditions included in the City of Seaside's Standard Consultant Agreement should be included in the proposal. The City of Seaside reserves the right to consider any proposal exceptions during its evaluation of the acceptability of a proposal.

EXHIBIT C
REQUEST FOR STATEMENT OF QUALIFICATIONS
CITY OF SEASIDE

- B. This RFQ does not commit the City of Seaside to pay any costs incurred in the submission of the proposal or in making any necessary studies or analysis in preparation of submission of the proposal.
- C. The City of Seaside reserves the right without limitation to:
 - 1. Enter into an agreement with another Consultant in the event that the originally selected Consultant defaults or fails to execute an agreement with the City of Seaside;
 - 2. Modify and re-issue the RFQ;
 - 3. Take action regarding the RFQ as may be deemed to be in the best interest of the City of Seaside.
- D. The City of Seaside reserves the right to verify any information provided during the RFQ process. The City of Seaside may contact references listed or any other person known to have contracted with Consultant.
- E. An agreement shall not be binding or valid with the City of Seaside unless and until it is executed by authorized representatives of the City of Seaside, and of the Consultant.
- F. While it is the intent of the City of Seaside is to proceed with this project, this solicitation does not obligate the City of Seaside to enter into an Agreement. The City of Seaside retains the right to cancel this RFQ at any time should the project be cancelled, the City of Seaside loses the required funding, or it is deemed in the best interest of the City of Seaside. No obligation either expressed or implied, exists on the part of the City of Seaside to make an award or to pay any cost incurred in the preparation or submission of an RFQ.
- G. Failure to execute the agreement within the time frame identified above shall be sufficient cause for voiding the award.
- H. Failure to comply with other requirements within the set time shall constitute failure to execute the Agreement. If the selected respondent refuses or fails to execute the Agreement, the City of Seaside may award the contract to the next qualified highest ranked Respondent.

XIX. ATTACHMENTS

- A – City of Seaside Six Year Capital Improvement Program
- B – Professional Services Agreement



CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Scott Ottmar, Senior Engineer

DATE: May 20, 2021

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE A QUITCLAIM DEED FOR A LOT LINE ADJUSTMENT
AND PARKING SPACE EASEMENTS TO SHEA HOMES FOR
PROPERTY WITHIN BAYONET & BLACKHORSE GOLF COURSES.**

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute quitclaim deed and easement deed to Shea Homes for property within the Bayonet & Blackhorse Golf Courses.

BACKGROUND

On July 7, 2005, the City Council adopted Resolution 05-44 approving the vesting tentative subdivision map for the Seaside Resort Estates and Hotel. The residential component includes construction of 125 single family residential lots. On March 15, 2007, the City Council adopted Resolution 07-10 approving the final map for Phase 1A & 1B for construction of improvements for 38 of the residential lots. The development constructed roads and other infrastructure improvements for the first 30 (Phase 1A) of the 38 lots starting in 2007 and in accordance with the Development Agreement the City issued a Certificate of Completion on March 9, 2009. Four of the first 30 lots were developed by individual property owners over the course of the next 10 years as the housing market struggled to gain traction following the 2008 economic recession.

In September of 2019, Shea Homes Limited Partnership (Shea Homes) acquired the development rights to the residential component of the Seaside Resort Estates Development project. Shea Homes has received design approval for model homes and is currently under construction for foundations at the remaining 26 Phase 1A lots. Shea

Homes has also completed rough grading for the 8 lots and street improvements associated with Phase 1B.

As part of their preparation efforts to build out the residential phases, Shea Homes discovered that the actual area they graded for lot 7 is 0.132 acres larger than the lot area approved with the Phase 1A & 1B final map (Attachment 1). In December of 2020 staff for Shea Homes began a dialogue with city staff about a lot line adjustment and on January 21, 2021 submitted an application for a lot line adjustment. Concurrently, staff with Shea Homes were evaluating the overall layout of the development, including the need for off-street visitor parking. On March 5, 2021 Shea Homes submitted preliminary revisions to the lot and road layouts for Phase 1 & 2 for the City's consideration. Attachments 1 through 4 included with this report present a visual representation of the proposed changes. As summarized in table 1 below, a net 200 square feet of the former golf course is returned to the City.

Table 1.

Proposed revision	Square Footage (values in parentheses are net to the City)
Phase 1A: Lot line adjustment, lot 7	5,700
Phase 1A: 3 off-street visitor parking area easements	3,900
Phase 2A: Adjustments to road and lot alignments	(11,200)
Phase 2B: Cul-de-sac enlargement	1,400
Net	(200)

Since the final map for Phases 1A & 1B was approved and recorded, the lot line adjustment for lot 7 must be executed through the filing of a quitclaim deed, attached to the approved resolution. A certificate of compliance issued by the City Engineer will be filed concurrently with the quitclaim deed. The parking areas are approved through the grant of easement, also attached to the proposed resolution. The proposed adjustments within Phase 2 will be accomplished at the time of approval of the Phase 2 final map. The City's consulting surveyor Steve Wilson of Monterey Bay Engineers has reviewed the legal descriptions and proposed revisions and concluded they are acceptable for recordation. Staff recommends authorizing the City Manager to execute quitclaim deed and easement deed documents with Shea Homes for property within Bayonet & Blackhorse golf courses.

FISCAL IMPACT

There is no fiscal cost associated with executing the quitclaim or parking easement. The net change in developable area is actually reduced by 200 square feet. Shea Homes will be responsible for constructing and maintaining improvements within the parking easement areas and responsible for recording the quitclaim, certificate of compliance, and parking easement documents.

ATTACHMENTS

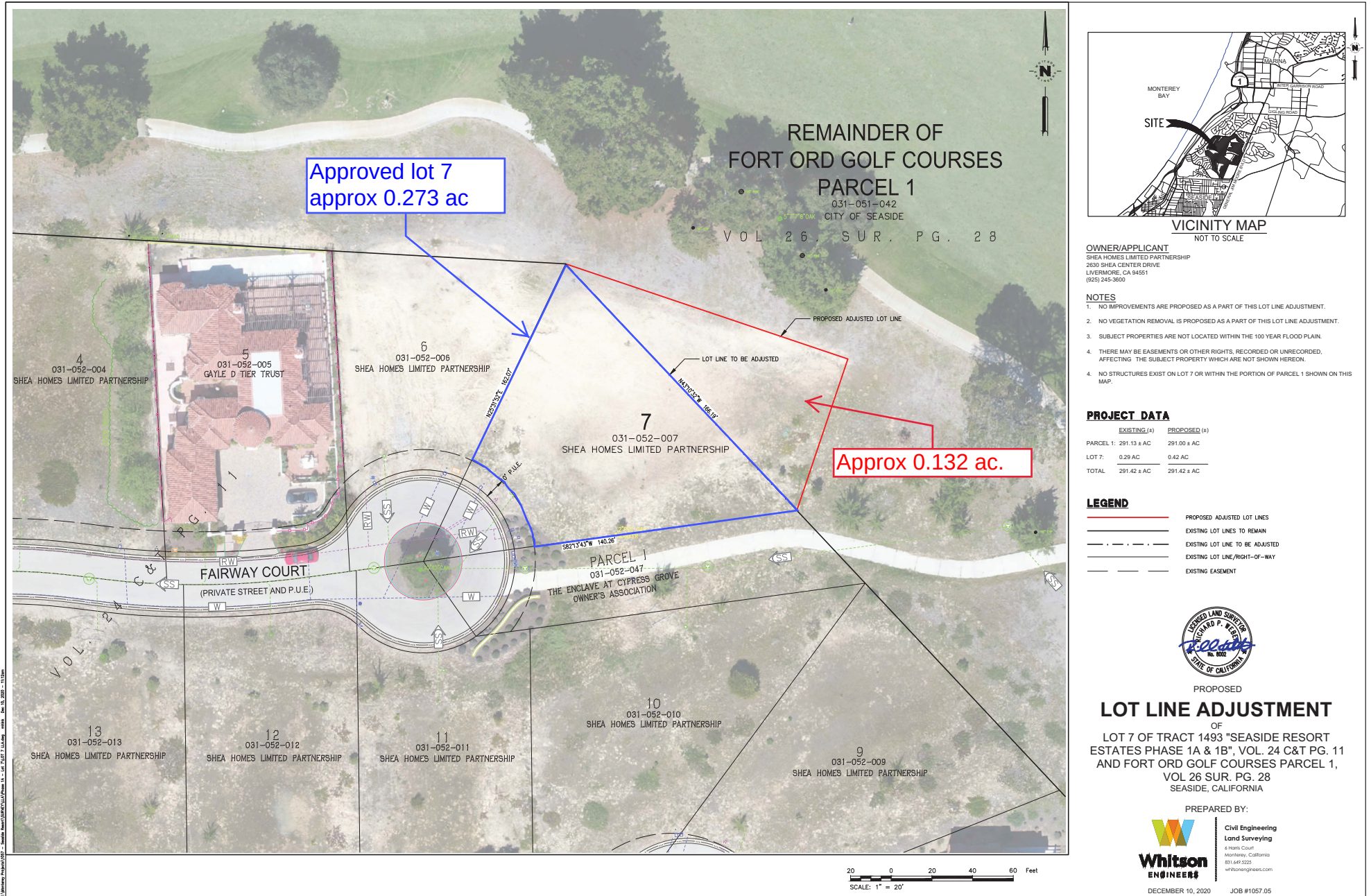
1. Attachment 1
2. Attachment 2
3. Attachment 3
4. Attachment 4
5. Resolution
6. Parking Easements
7. Certificate of Compliance
8. Quitclaim

Reviewed for Submission to the City Council by:

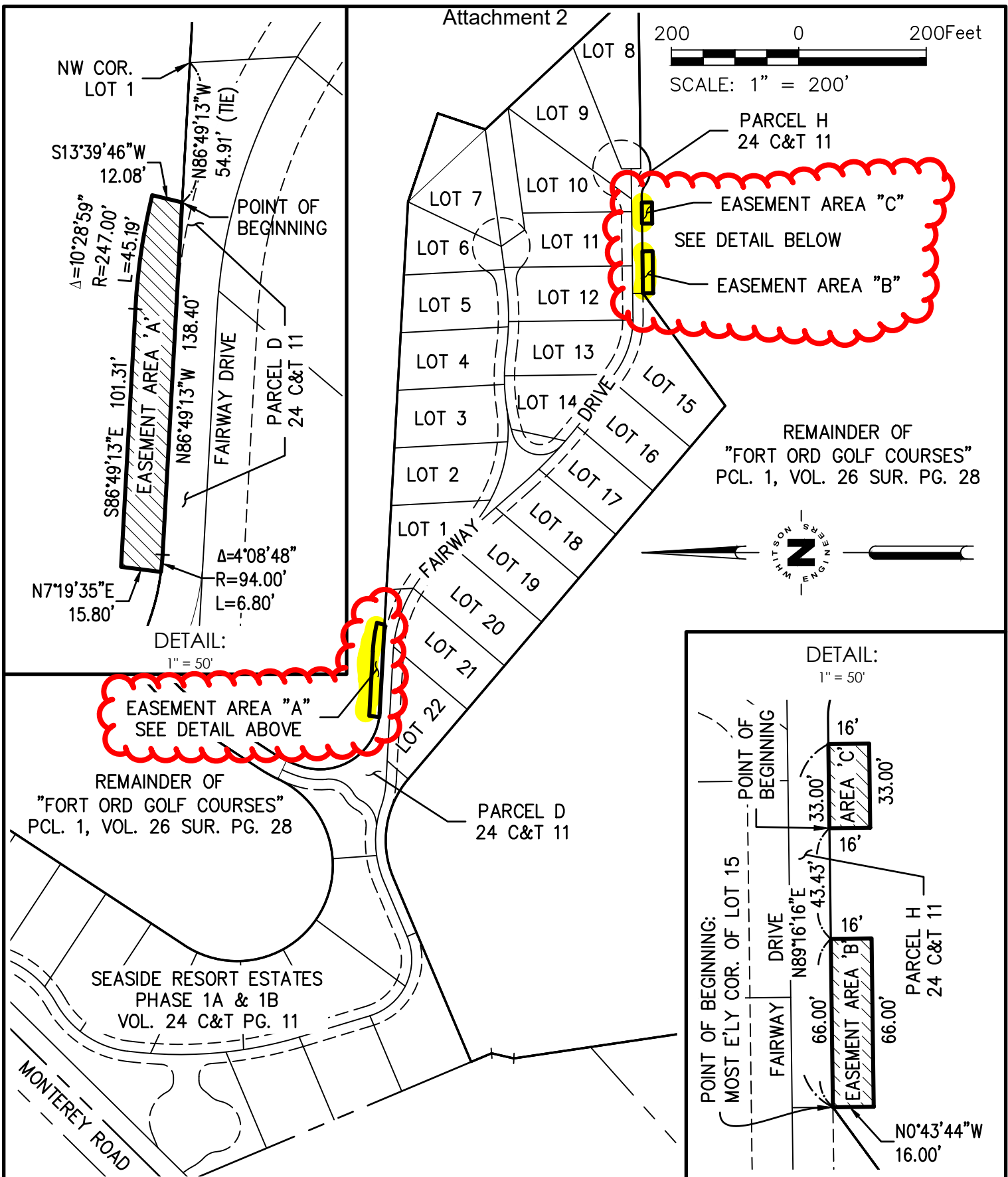


Craig Malin, City Manager

Attachment 1



T:\Monterey Projects\1057 - Seaside Resort\SURVEY\LEGAL\DESC\Parking Easement - Plat.dwg



**PLAT TO ACCOMPANY DESCRIPTION
PARKING EASEMENT AREAS OVER
"FORT ORD GOLF COURSES" PARCEL**

SEASIDE, CALIFORNIA
FEBRUARY 22, 2021



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



LOT LINE EXHIBIT
THE ENCLAVE PHASE 2A
SEASIDE, CALIFORNIA

60 0 60 120
SCALE: 1" = 60'
Feb. 24, 2021
Project No.: 1057.10

Whitson
ENGINEERS
Civil Engineering
Land Surveying
4 Harris Court
Monterey, California
93948-3225
whitsonengineers.com



LOT LINE EXHIBIT
THE ENCLAVE PHASE 2B
SEASIDE, CALIFORNIA

30 0 30 60
SCALE: 1" = 30'

2 / 2 5 / 2 0 2 1
Project No.: 1057.11

Whitson
ENGINEERS

Civil Engineering
Land Surveying
4 Harris Court
Monterey, California
831.441.2222
whitsonengineers.com

Sheet 1 of 1

Original
Proposed

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED FOR A LOT LINE ADJUSTMENT AND PARKING SPACE EASEMENTS TO SHEA HOMES LIMITED PARTNERSHIP FOR PROPERTY WITHIN THE BAYONET AND BLACKHORSE GOLF COURSES

WHEREAS, Shea Homes Limited Partnership (Developer) has acquired interest in the single family residential component of the Seaside Resort Estates Development (the Development); and

WHEREAS, Developer owns Lot 7 of the Seaside Resort Estates Phase 1A & 1B identified as Assessor's Parcel Number 031-052-007; and

WHEREAS, the City of Seaside owns Parcel 1 of the Fort Ord Golf Courses, identified as Assessor's Parcel Number 031-151-042; and

WHEREAS, the Developer has requested that the City execute a lot line adjustment between Lot 7 and Parcel 1 of the Fort Ord Golf Courses specifically described in the quitclaim deed attached to this resolution; and

WHEREAS, the Developer has requested parking easements to facilitate off-street visitor parking within the Development specifically described in the parking easement attached to this resolution; and

WHEREAS, the lot line adjustment, parking easements and minor adjustment to road and lot layout to Phase 1 & 2 of the Development represent an additional 11,000 square feet of development; and

WHEREAS, to offset the increase in square footage represented by the lot line adjustment and parking easement, the Developer has proposed revisions to the approved Phase 2A & 2B lot and road layout resulting in 11,200 square feet of reduced development; and

WHEREAS, construction and maintenance of parking improvements within the parking easement shall be at no cost to the City.

NOW, THEREFORE BE IT RESOLVED, that by the City Council of the City of Seaside accepts the staff report, and based upon the staff report and all other evidence submitted, makes the following findings of relevant fact:

- A. The quitclaim deed and certificate of compliance for parcels 031-051-042 and 031-052-007 attached to this resolution has been reviewed by the City Engineer and Acting City Surveyor and found to be in conformance with the City and State Subdivision Map Act, and to be technically correct; and

- B. The Developer shall obtain a building permits, pay all fees and post all of the required bonds.
- C. The Developer shall cause a record of survey to be completed for adjusted lot 7 and to be filed with the Recorder of the County of Monterey.
- D. The Developer shall amend Phase 2A & 2B development plans to reduce development by 11,200 square feet and to be submitted with Phase 2A & 2B final map.

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside hereby approves the lot line adjustment and parking easement and authorizes the City Manager to execute quitclaim deed and parking easement documents attached to this resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 20th day of May, 2021, by the following vote:

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

Ian N Oglesby,
Mayor

ATTEST:

Dominique Davis
City Clerk

Recording Requested by and When
Recorded Mail To:

City Clerk
City of Seaside
440 Harcourt Avenue
Seaside CA 93955

GRANT OF PARKING EASEMENT

The undersigned, **THE CITY OF SEASIDE, a municipal corporation;** Grantor(s) hereby grant(s) to **Shea Homes Limited Partnership**, its associated and affiliated companies, its and their successors, assigns, lessees and agents, hereinafter referred to as "Grantees", a non-exclusive, irrevocable and perpetual easement for (i) surface parking and (ii) installation, maintenance, repair and replacement of surface parking facilities in, over, under and upon that certain real property in the City of Seaside, County of Monterey, State of California, described as:

See **EXHIBIT "A"** attached hereto and made a part hereof for Legal Description of property.

Grantee shall be responsible, at Grantee's sole expense, for the maintaining and repairing of the easement and the improvements thereto in a clean, slightly, safe, unobstructed, good and usable condition.

All maintenance, repairs and replacements of the improvements in the easement shall be made so as to interfere as little as practicable with the operation, use and enjoyment of the Golf Courses by Grantor or its officers, directors, member, employees, independent contractors, agents, tenants, invitees or licensees. Grantee shall use commercially reasonable effort to coordinate maintenance, repairs and replacements to the improvements in the easement so that the use of or access to all or any portion of the Golf Courses and other lands owned by the Grantor are not obstructed.

Grantee shall comply with any and all applicable federal, state and local zoning and other ordinances, statutes, guidelines, requirements and regulations.

Grantor(s) also grant(s) to Grantees the right to trim such tree foliage and to cut such limbs and roots on said property as may be necessary for the protection of said facilities.

Grantees shall be responsible for damage caused intentionally or by any negligent act or omission of Grantees, its agents or employees while exercising the rights granted herein.

Grantor(s) hereby warrant that he/she/they are the sole holder(s) of legal, equitable and record title to the subject real property herein, and that they possess the authority to grant

the within easement and convey the rights and privileges herein to Grantee(s). Should any defect of the within grant become later known to the parties based upon inadequate capacity and/or insufficiency of all necessary Grantor(s) to execute the same, all appropriate

Grantor(s) shall execute and deliver to Grantee(s) for recording a new, amended or correction deed or Grant, as appropriate, to maintain the within easement as herein intended, all at no cost to Grantee(s).

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Executed this _____ day of _____;

CITY OF SEASIDE, a Municipal Corporation

By Its: _____
Craig Malin, City Manager

LEGAL DESCRIPTION EASEMENT FOR VEHICLE PARKING

Certain real property situate in the City of Seaside, County of Monterey, State of California, being a portion of that certain parcel of land designated "Fort Ord Golf Courses Parcel 1" as shown on the map filed for record in Volume 26 of Surveys at Page 28 in the Office of the County Recorder of said County, described as follows:

AREA A

BEGINNING at a point on the northerly line of Parcel D as said parcel is shown on the map filed for record in Volume 24 of Cities and Towns at Page 11 in the Office of the County Recorder of said County, said point being also on the northerly line of Fairway Drive as shown on said map, said point bears North $86^{\circ}49'13''$ West, 54.91 feet from the northwesterly corner of Lot 1 as shown on said map; thence along said northerly line of Parcel D and said Fairway Drive the following two (2) courses and distances:

- 1) North $86^{\circ}49'13''$ West, 138.40 feet; thence
- 2) Westerly 6.80 feet along the arc of a tangent curve to the right having a radius of 94.00 feet, through a central angle of $04^{\circ}08'48''$; thence departing said northerly line
- 3) North $07^{\circ}19'35''$ East, 15.80 feet; thence
- 4) South $86^{\circ}49'13''$ East, 101.31 feet; thence
- 5) Easterly 45.19 feet along the arc of a tangent curve to the right having a radius of 247.00 feet, through a central angle of $10^{\circ}28'59''$; thence
- 6) South $13^{\circ}39'46''$ West, 12.08 feet; thence to the POINT OF BEGINNING.

Area A containing 2,274 square feet or 0.052 acres, more or less.

AREA B

BEGINNING at the most easterly corner of Lot 15 as said lot is shown on the aforesaid map filed for record in Volume 24 of Cities and Towns at Page 11 in the Office of the County Recorder of said County, said corner being on the southerly line of Parcel H and on the southerly line of Fairway Drive as both are shown on said map; thence along said southerly line

- 1) North $89^{\circ}16'16''$ East, 66.00 feet; thence departing said southerly line
- 2) South $0^{\circ}43'44''$ East, 16.00 feet; thence
- 3) South $89^{\circ}16'16''$ West, 66.00 feet; thence
- 4) North $0^{\circ}43'44''$ West, 16.00 feet to the POINT OF BEGINNING.

Area B containing 1,056 square feet or 0.024 acres, more or less.

Exhibit A

AREA C

BEGINNING at a point on said southerly line of Parcel H and of said Fairway Drive, said point bears North $89^{\circ}16'16''$ East, 109.43 feet from the most easterly corner of said Lot 15; thence along said southerly line

- 1) North $89^{\circ}16'16''$ East, 33.00 feet; thence departing said southerly line
- 2) South $0^{\circ}43'44''$ East, 16.00 feet; thence
- 3) South $89^{\circ}16'16''$ West, 33.00 feet; thence
- 4) North $0^{\circ}43'44''$ West, 16.00 feet to the POINT OF BEGINNING.

Area C containing 528 square feet or 0.012 acres, more or less.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS

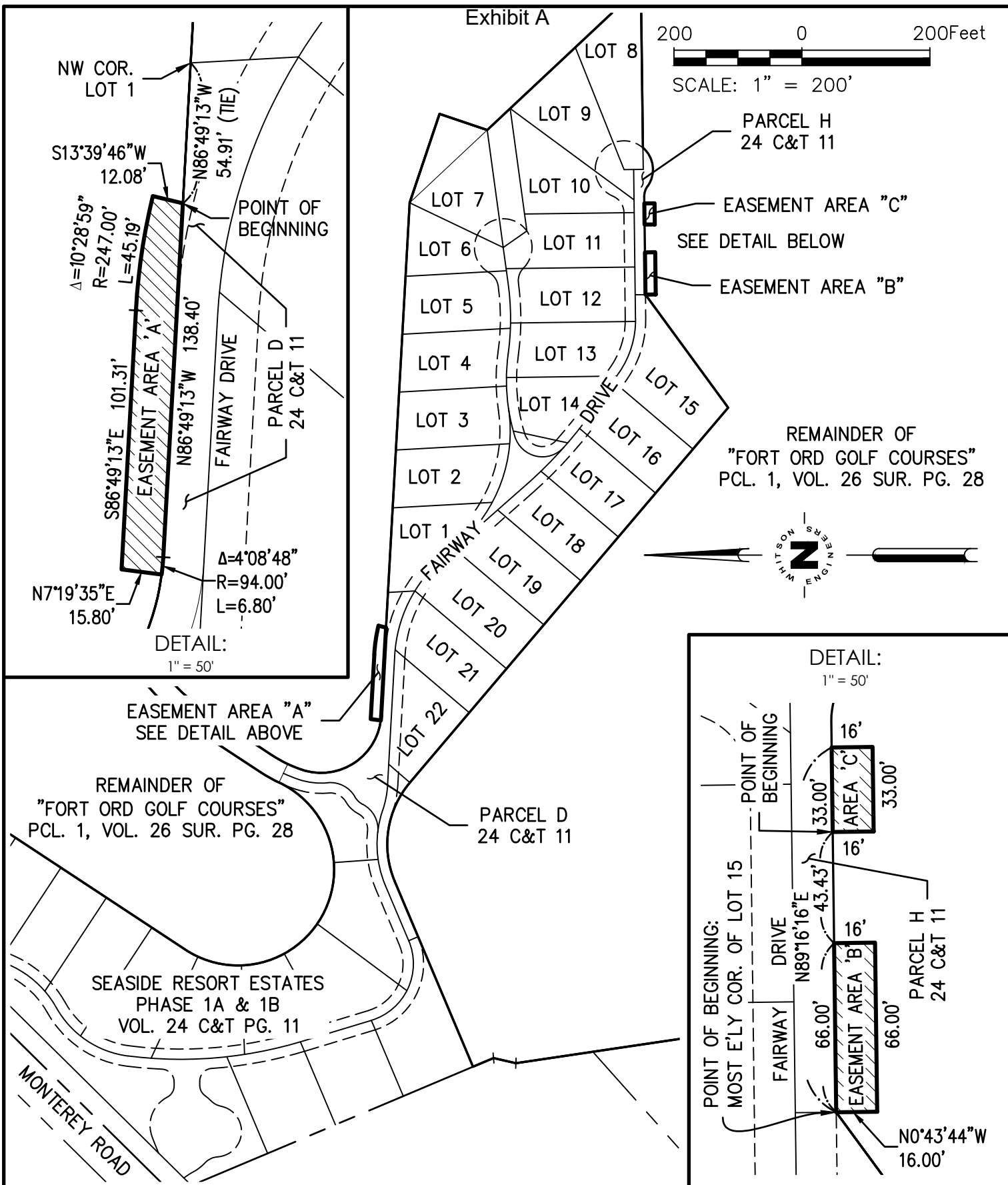


RICHARD P. WEBER, LS
L.S. No. 8002
Job No.: 1057.05

2/22/21
DATE



T:\Monterey Projects\1057 - Seaside Resort\SURVEY\LEGAL\DESC\Parking Easement - Plat.dwg



PLAT TO ACCOMPANY DESCRIPTION PARKING EASEMENT AREAS OVER "FORT ORD GOLF COURSES" PARCEL

SEASIDE, CALIFORNIA
FEBRUARY 22, 2021



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

Recording Requested by and Mail to:
City of Seaside

Resource Management Services

440 Harcourt Avenue

Seaside, CA 93955

**CERTIFICATE OF COMPLIANCE
LOT LINE ADJUSTMENT**

Subdivision Map Act, Sections 66412(d) and 66499.35

SUBJECT PARCELS: (2 Parcels)

OWNER(s):

Parcel 1 of Volume 26 of Surveys, Page 28
As recorded in County Records Office for
The County of Monterey
Assessor's Parcel No: 031-051-042
Street Address:
#1 McClure Way
Seaside, CA 93955

City of Seaside

AND

Lot 7 of Tract 1493 "Seaside Resort Estates Phases 1A
& 1B", Volume 24, Cities & Towns, Page 11
As recorded in the County Records Office
for the County of Monterey
Assessor's Parcel No: 031-051-007
Street Address:
7 Fairway Court
Seaside, California 93955

Shea Homes Limited Partnership

I, Nisha Patel, am the City Engineer of the City of Seaside, a California Municipal Corporation, and am authorized to act on behalf of the City of Seaside in the issuance of this Certificate. I do hereby certify as follows:

(a) The location of the boundary line dividing the two lots listed above is hereby adjusted so as to reconfigure both lots into two (2) parcels as described in Exhibit "A" and Exhibit "B" attached to the Certificate. This lot line adjustment is made pursuant to, and in conformance with, a request made by the owners of the subject lots, the City of Seaside and Shea Homes Limited Partnership.

(b) The parcels created by this lot line adjustment comply with the lot line adjustment requirements of the Subdivision Map Act (California Government Code Section 66412(d)), and the creation of these parcels is exempt from the Parcel Map requirements of the California Subdivision Map Act.

(c) This Certificate relates only to the issue of compliance with the Subdivision Map Act and City ordinances enacted pursuant thereto. The parcels described herein may be sold, leased, or financed without further compliance with the Subdivision Map Act or any local ordinance enacted pursuant thereto. Development of the parcels may require issuance of a permit or permits, or other grant or grants of approval.

(d) Nothing in this Certificate eliminates the requirement to obtain all required permits and other grants of approval from the City of Seaside and other public entities, that have not already been issued or granted for additional development or redevelopment of the subject parcels.

(e) This Certificate of Compliance is subject to the conditions that the lot line adjustment approved with the Certificate shall be reflected in a quitclaim deed which shall be recorded concurrently with the Certificate.

Approved and Certified, this _____ day of _____, 2021.

_____,
Nisha Patel, City Engineer
City of Seaside

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

} SS

COUNTY OF MONTEREY

On _____, before me, _____ A Notary Public, personally appeared _____ and _____ 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 persons(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under the 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 _____

LEGAL DESCRIPTION FOR A LOT LINE ADJUSTMENT RESULTANT "FORT ORD GOLF COURSES - PARCEL 1"

Certain real property situate in the City of Seaside, County of Monterey, State of California, being a portion of that certain parcel of land designated "Fort Ord Golf Courses Parcel 1" as shown on the map filed for record in Volume 26 of Surveys at Page 28 in the Office of the County Recorder of said County, described as follows:

All that remaining portion of said Parcel as shown on said map, as subsequently adjusted as shown on the map filed for record in Volume 29 of Surveys at Page 3 in the Office of the County Recorder of said County, excepting therefrom all those portions thereof which have been subsequently subdivided (per the maps filed for record in Volume 24 of Cities and Towns at Page 11 and Volume 24 of Cities and Towns at Page 52, in the Office of the County Recorder of said County) or otherwise granted from the City of Seaside (per Documents 2019043557 through 2019043561 inclusive, 2019043568 and 2019043569, Official Records of said County, excepting those portions thereof subsequently granted back to the City of Seaside per Documents 2019043562 and 2019043563, Official Records of said County).

Excepting Therefrom

A portion of the remainder of said parcel beginning at the most easterly corner of Lot 7 as said lot is shown on the map filed for record in Volume 24 of Surveys at Page 11 in the Office of the County Recorder of said County; thence along the northeasterly line of said Parcel 7

- 1) North 43°10'32" West, 166.19 feet to the most northerly corner of said Lot 7; thence departing the boundary of said Lot 7
- 2) South 71°23'04" East, 146.45 feet; thence
- 3) South 18°36'56" West, 78.55 feet, more or less, to the point of beginning.

Said resultant parcel containing 291.0 acres, more or less.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER, LS
L.S. No. 8002
Job No.: 1057

12/7/2020
DATE



1/8 0 1/8 Mile

SCALE: 1" = 1/8 mi.

VOL. 24 C&T PG. 52

Exhibit A

AREAS TRANSFERRED
FROM CITY PER
DOC. #2019043560

R O A D

DOC. #2019043559

RESULTANT REMAINDER OF
"FORT ORD GOLF COURSES"
PARCEL 1, VOL. 26 SUR. PG. 28

±291.0 AC.

ADJUSTED AREA:
SEE DETAIL ON
PAGE 2 OF 2

PORTION SUBDIVIDED
PER VOL. 24 C&T PG. 11

DOC. # 201904358

DOC. #
201904357

DOC. #2019043568

GENERAL JIM MOORE BLVD.

AREAS TRANSFERRED
FROM CITY PER
DOC. #2019043569

ADJUSTED LOT LINE
AS DEPICTED ON
VOL. 29 SUR. PG. 3

COE AVE.



PLAT TO ACCOMPANY DESCRIPTION LOT LINE ADJUSTMENT: RESULTANT "FORT ORD GOLF COURSES"

SEASIDE, CALIFORNIA

DECEMBER 7, 2020

PAGE 1 OF 2



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

RESULTANT REMAINDER OF "FORT ORD GOLF COURSES" PARCEL 1, VOL. 26 SUR. PG. 28

±291.0 AC.



LOT 6
SHEA HOMES
LIMITED PARTNERSHIP

LOT 7
SHEA HOMES
LIMITED PARTNERSHIP

ORIGINAL
LOT LINE

S71°23'04"E 146.45'

EXCEPTED
AREA:
±0.132 AC.

ADJUSTED
LOT LINE

N43°10'32"W 166.19'

S18°36'56"W 78.55'

FAIRWAY COURT
(PRIVATE STREET AND P.U.E.)

PARCEL 1
THE ENCLAVE AT CYPRESS
GROVE OWNER'S ASSOCIATION

LOT 10
SHEA HOMES LIMITED PARTNERSHIP

LOT 9
SHEA HOMES
LIMITED PARTNERSHIP

LOT 11
SHEA HOMES
LIMITED PARTNERSHIP

40 0 40 Feet

SCALE: 1" = 40'

**PLAT TO ACCOMPANY DESCRIPTION
LOT LINE ADJUSTMENT:
RESULTANT "FORT ORD GOLF COURSES"**

SEASIDE, CALIFORNIA

DECEMBER 7, 2020

PAGE 2 OF 2



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

LEGAL DESCRIPTION FOR A LOT LINE ADJUSTMENT RESULTANT LOT 7

Certain real property situate in the City of Seaside, County of Monterey, State of California, being all of Lot 7 as said lot is shown on the map filed for record in Volume 24 of Surveys at Page 11 in the Office of the County Recorder of said County, together with a portion of that certain parcel of land designated "Fort Ord Golf Courses Parcel 1 as shown on the map filed for record in Volume 26 of Surveys at Page 28 in the Office of the County Recorder of said County, said real property being more particularly described as follows:

Beginning at the most easterly corner of Lot 7 as said lot is shown on said map; thence along the boundary of said Lot 7 the following two (2) courses and distances:

- 1) South 82°13'43" West, 185.26 feet; thence
- 2) North 25°31'52" East, 162.07 feet; thence departing the boundary of said Lot 7
- 3) South 71°23'04" East, 146.45 feet; thence
- 4) South 18°36'56" West, 78.55 feet, more or less, to the point of beginning.

Containing 0.420 acres, more or less.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER, LS
L.S. No. 8002
Job No.: 1057

5/11/2020
DATE



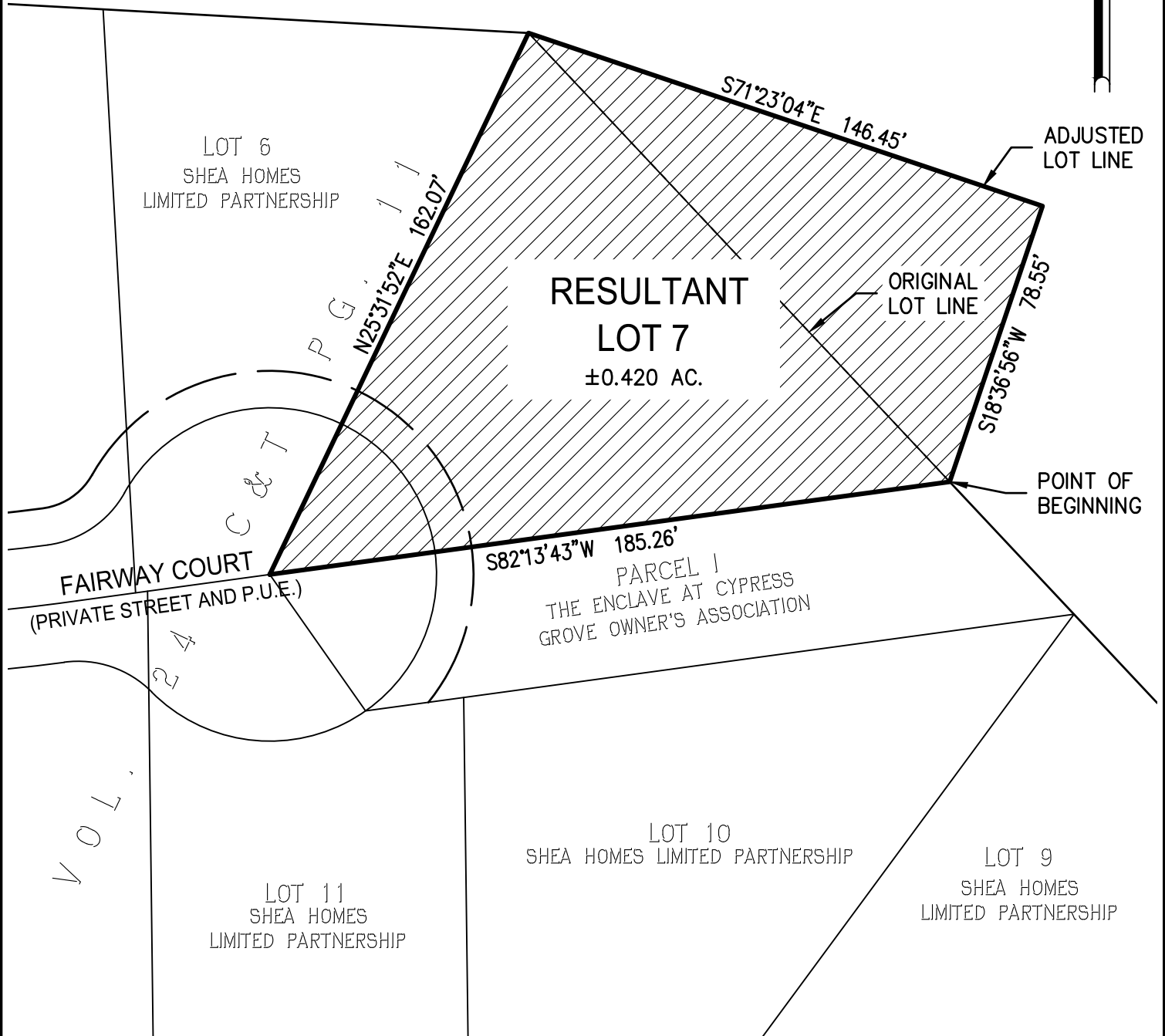
Exhibit B

40 0 40 Feet



SCALE: 1" = 40'

REMAINDER OF "FORT ORD GOLF COURSES"
PARCEL 1, VOL 26, SUR. PG. 28
CITY OF SEASIDE



**PLAT TO ACCOMPANY DESCRIPTION
LOT LINE ADJUSTMENT:
RESULTANT LOT 7**
SEASIDE, CALIFORNIA
MAY 11, 2020



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

RECORDED REQUESTED BY

City Clerk

APN: 031-051-029

WHEN RECORDED MAIL THIS DEED AND, UNLESS
OTHERWISE SHOWN BELOW, MAIL TAX STATEMENT

Name

Street City Clerk

Address City of Seaside

City 440 Harcourt Avenue

State Seaside, CA 93955

Zip

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

The undersigned declares that the

Documentary transfer tax is \$ **No taxable consideration***

☒ computed on full value of the interest or property conveyed, or

☐ computed on full value less the value of liens and encumbrances remaining thereon at time of sale. The land tenements or realty is located in

☐ Unincorporated area: ☒ City of Seaside

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CITY OF SEASIDE, a Municipal Corporation

do (does) hereby remise, release and forever quitclaim to

Shea Homes Limited Partnership

that property in the City of Seaside, County of Monterey, State of California, described as:

See legal description attached hereto and made apart hereof by this reference

*This document is being recorded to execute a Lot Line Adjustment as approved by the City of Seaside on **May 20, 2021**,
by resolution number **21- (TBD)**.

Craig Malin, City Manager

MAIL TAX STATEMENT TO PARTY SHOWN ON THE FOLLOWING LINE: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE.

Name

Street Address

City and State

LEGAL DESCRIPTION FOR A LOT LINE ADJUSTMENT TRANSFER PARCEL

Certain real property situate in the City of Seaside, County of Monterey, State of California, being a portion of that certain parcel of land designated "Fort Ord Golf Courses Parcel 1" as shown on the map filed for record in Volume 26 of Surveys at Page 28 in the Office of the County Recorder of said County, described as follows:

Beginning at the most easterly corner of Lot 7 as said lot is shown on the map filed for record in Volume 24 of Surveys at Page 11 in the Office of the County Recorder of said County; thence along the northeasterly line of said Parcel 7

- 1) North 43°10'32" West, 166.19 feet to the most northerly corner of said Lot 7;
thence departing the boundary of said Lot 7
- 2) South 71°23'04" East, 146.45 feet; thence
- 3) South 18°36'56" West, 78.55 feet, more or less, to the point of beginning.

Containing 0.132 acres, more or less.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER, LS
L.S. No. 8002
Job No.: 1057

11/19/2020
DATE



40 0 40 Feet



SCALE: 1" = 40'

REMAINDER OF "FORT ORD GOLF COURSE"

PARCEL 1, VOL 26, SUR. PG. 28

CITY OF SEASIDE



LOT 6
SHEA HOMES
LIMITED PARTNERSHIP

LOT 7
SHEA HOMES
LIMITED PARTNERSHIP

PARCEL 1
THE ENCLAVE AT CYPRESS
GROVE OWNER'S ASSOCIATION

LOT 10
SHEA HOMES LIMITED PARTNERSHIP

LOT 11
SHEA HOMES
LIMITED PARTNERSHIP

LOT 9
SHEA HOMES
LIMITED PARTNERSHIP

FAIRWAY COURT
(PRIVATE STREET AND P.U.E.)

S71°23'04"E 146.45'

TRANSFER
PARCEL
±0.132 AC.

N43°10'32"W 166.19'

S18°36'56"W 78.55'

POINT OF
BEGINNING

**PLAT TO ACCOMPANY DESCRIPTION
LOT LINE ADJUSTMENT:
TRANSFER PARCEL**

SEASIDE, CALIFORNIA
NOVEMBER 19, 2020



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



CITY OF SEASIDE STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Director

DATE: May 20, 2021

**SUBJECT: APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM COMMUNITY PARTNERSHIP FOR YOUTH (CPY)**

RECOMMENDATION

Approve a request from CPY for a donation of \$3,000.00 from the Mayor's Youth Fund to help cover the costs of associated with their summer program.

BACKGROUND

Community Partnership for Youth is requesting a Three Thousand Dollar (\$3,000.00) donation from the Mayor's Youth Fund to help cover the cost associated with their summer program. They will be purchasing books, art supplies and athletic (balls) equipment. Community Partnership for Youth provides many services to at risk youth in Seaside, including homework support, reading assistance, one-on-one mentorships, and life-skills guidance along with other enrichment activities. This year they are concerned that many students have fallen behind academically and need one on one and small group tutoring as well as, recovery from behind a computer screen. The organization will continue to provide services with their small cohorts of McKinney Vento children at Ord Terrace Elementary School, Highland Elementary School, Del Rey Woods Elementary School and Martin Luther King School of the Arts. Community Partnership of Youth plans to continue with their twice a week food distributions in partnership with Monterey County Food Bank and ALL IN Monterey.

The Community Partnership for Youth worked with the National Charity League's senior class of young ladies on an amazing project. They created a mural to stop waste production and pollution which negatively affects the planet. It also conveys the message that when the community comes together to clean the world, they can create something beautiful. The mural was made of recycled materials from the community.

Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy. They received their last donation at the December 05, 2019 City Council meeting. They submitted their 2019 Mayor's Youth Fund Closing Report within the 60 day time frame.

FISCAL IMPACT

This request would be funded by a donation from the Green Waste Recovery's donation to the Mayor's Youth Fund. The current balance in the Mayor's Youth Fund Account is \$26,067.07. If the City Council approves this request, the balance will drop down to 23,067.07.

In the event that all of the funds in the Mayor's Youth Fund become exhausted, staff will keep a file of all applications. Once Green Waste issues the next round of funding all applications on file will be processed on the next available City Council Meeting.

ATTACHMENTS

1. CPY Mayor's Youth Fund Request 2021
2. Mayor's Youth Fund Closing Report - CPY 2019
3. CPY - W-9 - 2021

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

Mayor's Youth Fund Contribution Request

Prior to completing this request please, review the attached contribution policy. All requests will be considered before the City Council and you will be notified of the specific date your item is placed on the agenda. Please return this completed form with necessary attachments to Recreation Services, City of Seaside, 440 Harcourt Avenue, Seaside, CA 93955.

Name of Organization: Community Partnership for Youth

Address: 775 Kimball Avenue, Suite 101, Seaside, CA 93955

E-mail Address: respect@cpy.org

Phone Number: Work: (831) 394-4279 **Cell:** (831) 595-1471

Name of Individual: N/A

% Residents or Students of Seaside: 91.4%

of Participants – Ages: Since July 1 through April 25th, CPY has served 261 unduplicated students kinder through 5th grade; 24 middle school students learned life skills; and 22 high school students have been mentored or are mentoring younger students, as well as gaining life and job preparation skills. This does not include our twice a week food distribution family numbers.

99.% very low and low income; 50,2% female; 48.2% male;

3.3% African-American/Black, 3.3% Asian, 1.6% White, 81.4% Hispanic/Latino; 8.8% Multi/Biracial, and 1.6% South Pacific Islander.

Please see attached Statistics from July 1, 2020 to date.

CRITERIA – Applicants must meet at least one of the following criteria to be eligible for funding. Please select one or more of the following list:

Scholastic	<u>XX</u>
Athletic	<u>—</u>
Music	<u>XX</u>
Environmental	<u>—</u>
Art	<u>XX</u>

Is funding a reward for one of these activities?

Funding will be used in our summer program. We will be purchasing books, art supplies and athletic (balls) equipment.

Description of event, activity or program funding pertains to: (Attach Addition Information as Necessary)

In past summers, CPY has provided academic, social, creative, and emotional learning time in a disguised-learning environment. Students were assigned to small groups for

six weeks. By working daily with individual students, mentor-tutors came to understand the often-complex needs and learning styles of each child.

This year we are concerned that many students have fallen behind academically and need one on one and small group tutoring as well as, recovery from behind a computer screen. We know that children learn differently, have individual life experiences and CPY mentors will need to take a holistic review for each child. We know some need to be involved in organized sports, others art projects and others counseling for the trauma they have experienced.

As we think about summer this year – there are many unknowns. We have begun conversations with MPUSD and our partners and are planning to build on the successes we have had with our students in the past.

We plan to continue with our small cohorts of McKinney Vento kiddos at Ord Terrace, Highland, Del Rey Woods and M.L. King School of the Arts. June will be spent with CPY mentors being on the 4 campuses supporting the school and teachers in the mornings and then CPY will provide enrichment activities in the afternoons.

July will be spent providing enrichment activities as well as disguised learning experiences. We realize there are so many unknowns, however, we are in the process of continuing our partnership with Monterey Peninsula Ballet Theater that has provided dance lessons. The arts enhance self-expression and self-confidence. Activities with MEarth, Kids Eat Right (Montage Health), Ventana Wilderness Alliance, Ventana Wildlife Society, MY Museum, The Wahine Project, will all be implemented, when possible to expose our students to opportunities they would not otherwise have. We are grateful for our partnerships!

We are planning to continue with our twice a week food distributions in partnership with Monterey County Food Bank and ALL IN Monterey. Many families still need the extra support.

Description of how the funds will be specially used for youth group activities/events and/or has a nexus to the goals of recycling, cleanup and/or “green” sustainability to insure a healthy environment.

This question is from an older application but we are proud of our RESPECT mural and wanted to share it with you.

A special project during COVID19 was with National Charity League’s senior class of young ladies who put together an amazing project with and for CPY. See attached explanation and go by CPY’s parking lot to see their handiwork.

What other fundraising activities are you participating in to fund your event, program or activity and what other sources will supplement your request?

CPY raises funds year around. Our sources are Businesses, Churches, Foundations, MPUSD, City of Seaside, Individuals, Service Clubs – we are consistently raising needed funds.

Total Amount Requested: (See Contribution limits) \$3,000

SENIOR CLASS PROJECT FOR NATIONAL CHARITY LEAGUE

This mural was created to help stop waste production and pollution which negatively affects our planet. It also conveys the message that when our community comes together to clean the world, we can create something beautiful. It is important that we instill these values in our community. Our colorful and bright mural of the word "Respect" is something we can all as a community look at, appreciate, and use as a reminder of a word to live by.

We created a mural made of recycled materials from our community and placed it at Community Partnership for Youth (CPY), a prevention organization offering alternatives to gangs, drugs, and violence, by providing consistent support for youth to develop values, character, life skills and responsibility



Respect (n): a feeling of deep admiration for someone or something elicited by their abilities, qualities, or achievements. That's the dictionary definition of respect, but what does respect truly mean? Respect is a simple, yet powerful word. Respect is the ability to appreciate and recognize the beliefs and differences of other people. It is the act of caring, understanding, and respecting someone or something else. Having respect is something you should carry with yourself throughout your whole life. Now that you understand what respect truly means, you can appreciate why we chose to make a mural of the word.

Julia Cisneros, President, Class Of 2021

COMMUNITY PARTNERSHIP FOR YOUTH
2020 - 2021 STATISTICS
July - April (10 months)

Remote Mentoring Tutoring & Zoom Classes

Site	Total	Ethnicity								Income			Gender		Percent of Low Income Families
		AA/Black	Asi	White	Latinx	Multi	NAmer*	Other	SPI	V. Low	Low	Mod	Female	Male	
Colton Middle School	11	0	0	0	10	1	0	0	0	8	3	0	5	6	100.0%
Del Rey Woods	41	0	0	0	40	1	0	0	0	40	0	1	21	20	97.6%
Highland	38	4	5	0	21	6	0	0	2	37	0	1	15	23	97.4%
M.L. King	42	4	2	1	27	8	0	0	0	42	0	0	19	23	100.0%
Ord Terrace	17	0	0	2	15	0	0	0	0	17	0	0	8	9	100.0%
	149	8	7	3	113	16	0	0	2	144	3	2	68	81	96.6%

Community Cares

Del Rey Woods	8	0	0	0	8	0	0	0	0	8	0	0	5	3	100.0%
Highland	54	0	1	0	49	1	0	0	3	54	0	0	30	24	100.0%
M.L. King	24	2	0	1	19	2	0	0	0	23	0	1	14	10	95.8%
Ord Terrace	55	0	1	1	45	8	0	0	0	55	0	0	29	26	100.0%

High School Life Skills

Leadership/Job Skills	17	0	1	0	16	0	0	0	0	17	0	0	13	4	100%
PROGRAM TOTAL	307	10	10	5	250	27	0	0	5	301	3	3	159	148	99.0%
Percentage		3.3%	3.3%	1.6%	81.4%	8.8%	0.0%	0.0%	1.6%	98.0%	1.0%	1.0%	50.2%	48.2%	

Remote & Community Cares

Schools	Grades					
	Kinder	1st	2nd	3rd	4th	5th
Del Rey Woods	40	35				
DLAMP	5	35				
Highland	83	45				
M.L. King	66	49				
Monterey High	9	43				
Ord Terrace	67	54				
Seaside Middle	8					
Seaside High	13					
Walter Colton Middle	16					

July 1st On	307
Kinder	35
First - Fifth	226
Middle	24
High	22

Breakfasts	7,746
Lunches	7,838
Suppers	3,965
Food Boxes	2,337

Volunteers	154
Service Learners	29
Long Term	14
NCL	42
Summer	
Holiday Events	69

MAYOR'S YOUTH FUND CLOSING REPORT *

Date Mayor's Fun was approved by council: December 5, 2019

Name of Organization: Community Partnership for Youth (CPY)

Contact: Shari Hastey

Address: 775 Kimball Avenue, Suite 101, Seaside, CA 93955

E-mail Address: respect@cpy.org **Phone Number: Work:** (831) 394-4279

Amount of Donation Received: \$3,000

What items were purchase with Mayor's Youth Fund Donation? None

The Mayor's Youth Fund Grant funds were used for CPY's prevention programs, The funds focused on CPY's afterschool program. CPY works with the "whole child" – his/her family, school, and any involved community agencies – in a structured program with a set of Standards based on teaching respect and integrity.

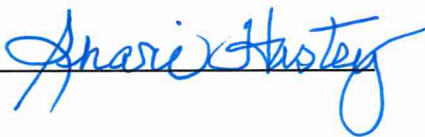
Please describe the activities and the date the group/individual participated in related to reduce, reuse and recycle? Please provide written description, brief City Council presentation, and/or photos.

CPY mentors and volunteers are very active in the Zero Waste Project. CPY mentors and volunteers are very active in the Zero Waste Project. CPY staffs the West End, Big Sur Marathon/Half Marathon Expo.

A special CPY club "Planet Rangers" continues to operate every summer. Students clean-up their school campuses several times a week, In all our programs we are endeavoring to be plastic free.

Please enjoy a page from our Summer Newsletter and Final Report.

Signature:



Date: February 11, 2020

***This form is due 60 days upon receipt of funding by the applicant. Organizations that do not comply within 60 days time period may not apply for the following year.**



After lunch and cleaning up as a group, Mr. Sammy explained the activities planned for the afternoon. The children were then dismissed to go outside. The afternoons were always filled with fun things to do. They included a variety of activities such as sports - like basketball, dodge ball, ultimate frisbee, capture the flag, and soccer.

Planet Rangers

Led by Ms. Analaura, Ms. Mariana, & Mr. Armando students met throughout the summer to help pick up trash around the school and learn why it is so important to take care of our community.



“The reason why I come to CPY is to clean up the community. CPY has a club called Planet Rangers. In Planet Rangers, we clean up the campus. I love cleaning the community... I help out the community by cleaning up trash. Every little bit helps. I hope I can make Seaside a more beautiful place.”— Johan Verduzco, Grade: 4th

Coding

Joining in the field of STEAM (Science, Technology, Engineering, Arts, and Math) was Dr. Sharpe and Ms. Pam who taught students the basics of coding. Using a programming language called Scratch, students made music and video games and learned how to create programs that run until their purpose is done.

“The reason why I come to CPY is to get more opportunities to try new things. I got an opportunity to code on the computer. It was a fun experience”— Alynn Dorado, Grade: 5th

Alan has been playing soccer since the 5th grade. His friends taught him how to play soccer. His favorite player to watch is Cristiano Ronaldo. In CPY, Alan likes playing soccer with his best friend David on the black top. Sometimes he plays soccer with Mr. Octavio, Mr. Ulyses, and Mr. Anthony. Alan says, "I like playing, because it empowers me."

Written by: Santiago Mejia – 5th Grade

CAMPUS CLEAN UP

Have you noticed anything new on campus? Well, if you haven't, take a closer look. Highland Elementary has beautified its campus and it looks awesome. It's refreshing to know that students get to see this great landscape. However, as I walked by the garden area, I noticed one thing, which was trash on the ground. Since CPY always talks about leaving a place cleaner than how we found it, we should honor our word.



Photo above: Mr. Julio,
Highland Elementary
custodian

This summer, students have been doing exactly that. Planet Rangers are back with Ms. Mariana and Mr. Armando. They do campus clean ups every Wednesday and Friday. This week all the students had one big campus clean up. It was awesome, because all students and leaders were all over the campus picking up trash. We also had a group of 5th graders who took pride in helping out. Roman Reyes told us his team was called "The Clean Up Crew!"

Mr. Julio, Highland Elementary custodian, also added, he was glad CPY students are being responsible and picking up trash. He said, "...Having these types of campus cleanups helps him out". Since we are guests at Highland Elementary, we take pride in honoring our commitment to keeping this school polished.

Written By: Ali Reyes Rodriguez – 5th grade

GET TO KNOW A CPY MENTOR/LEADER

Did you know that Ms. Julissa was inspired to become a leader because of a significant role model? This summer, keep an eye out for Ms. Julissa. She is one of the most recognized leaders in CPY. While attending CPY when she was younger, one of her most admirable leaders was Ms. Patricia, a former CPY leader and Mr. Ben's sister. Every summer leaders play a major role in a student's life and when Ms. Julissa was attending CPY as a student, Ms. Patricia was someone she looked up to. Even though Ms. Patricia is no longer a leader in CPY, Ms. Julissa wanted to step up and follow in her former leader's steps. Ms. Julissa asserted, "When I met my first group, who I still work with, I realized it was fulfilling to be a mentor". One of her most rewarding moments in CPY is spending time with her students. Ms. Julissa is a strong believer in making positive connections with students. She's able to make a difference in a child's life because she feels like every student can trust her. If you see Ms. Julissa around CPY this summer, take the time and get to know her.



Written by Natania Vega and Jennifer Lopez – 5th grade

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
Community Partnership for Youth (CPY)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
☒ Other (see instructions) ▶ **Non-Profit 501C3**

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
775 Kimball Suite 101
City, state, and ZIP code
Seaside, CA 93955

Requester's name and address (optional)
City of Seaside
440 Harcourt
Seaside, CA 93955

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

Employer identification number

7	7	-	0	3	1	0	2	3	7
---	---	---	---	---	---	---	---	---	---

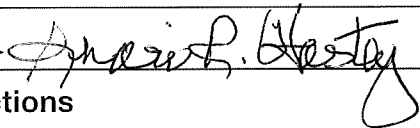
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person**  **Date** **4.30.21**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Craig Malin, City Manager

BY: Ashley Collick, Recreation Supervisor

DATE: May 20, 2021

**SUBJECT: APPROVE A FEE WAIVER FROM VISITING NURSES
ASSOCIATION (VNA) FOR THE USE OF THE LAGUNA GRANDE
HALL FOR FIVE MASS VACCINATION CLINICS (MAY 24, JUNE
7,14,21,28 2021)**

RECOMMENDATION

Approve the fee waiver request from The Visiting Nurses Association for the use of Laguna Grande Hall to hold their mass vaccination clinics in the amount of \$7,895.00.

BACKGROUND

Visiting Nurses Association (VNA) is requesting a fee waiver to help cover the cost associated with their mass vaccination clinics for five dates, nine hours per event in the Laguna Grande Hall at the Oldemeyer Center.

The dates of the mass vaccination clinics will be May 24, June 7, 14, 21, and 28th.

VNA is providing Covid-19 mass vaccinations to protect the health and welfare of the citizens of Seaside, local communities and the County at large.

FISCAL IMPACT

Fees that would have been credited to the General Fund will not be collected if the fee waiver is granted.

The City's adopted fee schedule includes the following approximate fees, which are applicable to this request:

May 24, 2021: Laguna Grande Hall Fee 9 Hours @ \$109.75 \$987.75 Deposit: \$591.25
TOTAL: \$1,579.00

June 7, 2021: Laguna Grande Hall Fee 9 Hours @ \$109.75 \$987.75 Deposit: \$591.25
TOTAL: \$1,579.00

June 14, 2021: Laguna Grande Hall Fee 9 Hours @ \$109.75 \$987.75 Deposit: \$591.25
TOTAL: \$1,579.00

June 21, 2021: Laguna Grande Hall Fee 9 Hours @ \$109.75 \$987.75 Deposit: \$591.25
TOTAL: \$1,579.00

June 28, 2021: Laguna Grande Hall & Kitchen Fee 9 Hours @ \$109.75 \$987.75
Deposit: \$591.25
TOTAL: \$1,579.00

GRAND TOTAL FOR ALL FIVE EVENTS: \$7,895

ATTACHMENTS

1. VNA fee waiver request

Reviewed for Submission to the City Council by:



Craig Malin, City Manager



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

CONTACT INFORMATION:

Organization: City of Seaside - Fire Department
Name of Applicant: Mary Gutierrez
Address: 1635 Broadway Avenue City: Seaside State: CA
Phone: 831-718-7042 Email: mgutierrez@ci.seaside.ca.us

EVENT INFORMATION:

Event Title: Visiting Nurses Association Vaccine Clinic
Event Description: Monthly mass vaccination clinics at Oldemeyer Center
Event Date: May 24, June 7, 14, 21, 28, 2021 Room(s) Requested: Laguna Grande Hall
Time (including set-up): 10am - 7pm Approximate Number of Guests: 100-200

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: Requesting that the City of Seaside Co-sponsor this event
vaccines are free to the community. This is a public health event.

Have you received a Fee Waiver in the past? ☐ Yes, the event was on _____ ☒ No

What is your organization's tax identification number? _____

What percentage of your members or participants resides in Seaside? 75%

Is your organization based in Seaside? ☐ Yes ☒ No

Is your organization able to provide liability insurance? ☒ Yes ☐ No

Will alcohol be served or sold at your event? ☐ Yes ☒ No

Applicant Signature: ACollick Date: 5/3/2021

.....
(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____ Date: _____

Notes: _____



SEASIDE CALIFORNIA

Facility Use Request Form

Parks and Recreation Division
440 Harcourt Avenue, Seaside CA 93955
831-899-6800

CONTACT INFORMATION:

ROOM: Laguna Grande Hall

Organization: City of Seaside- Fire Department

Name of Applicant: Fire Chief Mary Gutierrez

Address: 1635 Broadway Avenue City: Seaside Zip: 93955

Phone: 831-718-7042 Email: mgutierrez@ci.seaside.ca.us

Day of Event Contact Name and Phone: 831-718-7042

☐ Resident ☐ Non-Resident

EVENT INFORMATION:

Event Title: Visiting Nurses Association Vaccine Clinic

**Please attach invitation or flyer if available.*

Event Date: Monday May 24th, June 7,14,21,28 Approximate Number of Guests: 100-200

Reservation Time: 10 am - 7 pm Event Time: TBD -

**Laguna Grande Hall & Soper: Security guard(s) must be present for entire event time. See next page.*

Special Instructions:

Request to use the City's:

☐ Podium

☐ Microphone

☐ Projector Screen

**Subject to availability*

***Projectors and other electronic equipment will not be provided*

	Yes	No		Yes	No
Is the event open to the public?	☒	☐	Will refreshments be served?	☐	☒
Will admission be charged?	☐	☒	Will refreshments be sold?	☐	☒
Are you a non-profit organization?	☐	☒	Will you be using the kitchen?	☐	☒
Will there be music?	☐	☒	Will alcohol be served?	☐	☒
Will there be live music and/or DJ?	☐	☒	Will alcohol be sold?	☐	☒
Name of band or DJ: <u></u>			<i>*Alcohol is prohibited at youth oriented events</i>		

APPLICANT WILL PROVIDE THE FOLLOWING ITEMS 30 DAYS PRIOR TO THE EVENT:

1. Full payment of all applicable fees
2. Copy of event security contract by licensed company (if applicable)
3. Proof of liability insurance
4. Copy of ABC license (if applicable)

I have read and agree to all pages in the rental agreement forms

Applicant Signature: A Collick Date: 5/3/2021

(For Office Use Only)

Permit Fee: Authorized Agent: Date:

Note: Original to Resource Management/Recreation Department / Copy to Police Department & Parks Division



SEASIDE CALIFORNIA

Facility Use Rental Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

FACILITY SELECTION

☒ LAGUNA GRANDE HALL

Capacity: Dining: 225 / Theatre: 300
Dimensions: 128' X 120'

	Resident	Non-Res
Hourly Rate	\$109.75	\$136.25
Deposit	\$591.25	\$738.75
(Non Refundable)	(\$147.81)	(\$184.68)
Alcohol Deposit	\$575.50	\$719.50
(Non Refundable)	(\$143.87)	(\$179.87)

Liability Insurance: \$81-\$207

Security Guards: required 1 per 50 guests

- ☐ I will be using Hall only
- ☐ I will be using Hall & Kitchen only
- ☐ I will be using Hall, Kitchen & Dance Studio

☐ BAYONET MEETING ROOM

Capacity: Classroom: 30 / Theatre: 40
Dimensions: 24' X 20'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr	\$43.75 /hr	\$55 /hr
After 3 hrs	\$20 /hr	\$24.50 /hr

☐ BLACKHORSE MEETING ROOM

Capacity: Classroom: 40 / Theatre: 50
Dimensions: 28' X 26'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hrs	\$54.50 /hr	\$68 /hr
After 3 hrs	\$24 /hr	\$29.75 /hr

☐ DANCE STUDIO

Capacity: Classroom: 35 / Theatre: 70
Dimensions: 26' X 24'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr	\$68 /hr	\$84.75 /hr
After 3 hrs	\$31.25 /hr	\$39.25 /hr

☐ SEAHORSE CONFERENCE ROOM

Capacity: 20 / Dimensions: 28' X 16'

	Resident	Non-Res
Rate 0-3 hrs	\$43.75 /hr	\$55 /hr
After 3 hrs	\$20 /hr	\$24.50 /hr

☐ SEASIDE MEETING ROOM

Capacity: Classroom: 40 / Theatre: 60
Dimensions: 32' X 26'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr	\$43.75 /hr	\$55 /hr
After 3 hrs	\$20 /hr	\$24.50 /hr

☐ SEASIDE COMMUNITY CENTER (SOPER)

Capacity: Dining: 85 / Theatre: 100
Dimensions: 128' X 120'

	Resident	Non-Res
Hourly Rate	\$58	\$72.75
Deposit	\$314	\$392.50
(Non Refundable)	(\$78.50)	(\$98.25)
Alcohol Deposit	\$575.50	\$719.50
(Non Refundable)	(\$143.87)	(\$179.87)

Liability Insurance: \$81-\$207

Security Guards: required 1 per 50 guests

- ☐ I will be using the Large Room only
- ☐ I will be using the Kitchen only
- ☐ I will be using the Large Room & Kitchen

☐ YOUTH EDUCATION CENTER

Two hour rentals: available Fridays and Saturdays
7:30-9:30 PM, and Sundays for any two hours
between 8 AM – 9 PM.

	Resident	Non-Res
Deposit	\$83	\$103.50
(Non Refundable)	(\$21)	(26)
0-25 Guests	\$172	\$215
26-50 Guests	\$188.50	\$235
51-75 Guests	\$223	\$278.50
Mini Golf	\$25	\$31
Extra ½ Hour	\$38	\$47.50

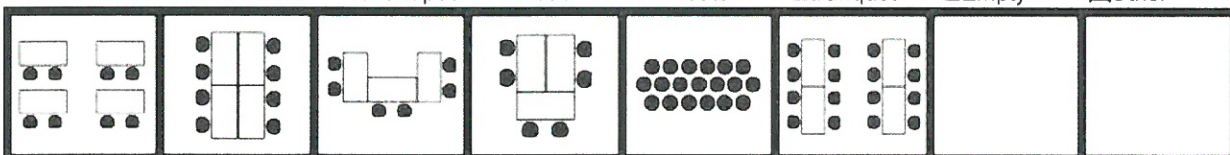
Non-Profit Rate: For Laguna Grande Hall, Seaside Community Center, and the Youth Education & Resource Center, non-profits may use the resident rate. For all other meeting rooms, non-profits may have up to 4 hours for \$31.75. Proof of 501(c)(3) required.

Security Guards: If required, security guards must be present for entire duration of event. Failure to comply or late security guards may result in deposit forfeited or event shut down completely.

SEATING CONFIGURATION

Review and select a seating configuration below. If you would like a different layout, please sketch your preferred layout in the box marked "other" or on the back of this sheet.

☐ Classroom ☐ Conference ☐ U-Shaped ☐ Pods ☐ Theater ☐ Banquet ☐ Empty ☒ Other



****Using same set up as April 14 & May 12, 2021****Page 2 of 4



CITY OF SEASIDE STAFF REPORT

Item No.: 8.J.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Director

DATE: May 20, 2021

**SUBJECT: APPROVE CONCOURS D' LEMONS SPECIAL EVENT
APPLICATION FOR A CAR SHOW ON AUGUST 14, 2021**

RECOMMENDATION

Approve a Special Event Application from Concours d' Lemons for their car show on August 14, 2021 that will held on the Seaside City Hall Lawn.

BACKGROUND

Concours d' Lemons is requesting to have their annual car show on Saturday, August 14, 2021 that will be held on Seaside City Hall Lawn from 8:00 a.m.to 1:30 p.m. Event organizers will be setting up from 5:00 p.m. to 6:30 p.m. on Friday, August 13, 2021. They will be providing their own over night security, as well as providing trashcans, portable restrooms and hand washing stations. At the end of the show they will be collecting all the trash and placing it in the onsite dumpster, and all of the other items that are brought in will be removed by the following Monday. They will be providing their own insurance for their event. Concours d' Lemons has also provided staff with their COVID-19 protocols based on the current tier the county is in upon submission of the special event request.

Staff has been in contact with the Monterey County Health Department to receive guidance on hosting these types of public events. While specific guidance has not been released staff has been informed that it is forthcoming and it should be available prior to the event. Once the guidance has been released staff with work with the event organizer to ensure that it will be followed.

FISCAL IMPACT

The fiscal impact of this event is \$118.00, which is the Park Reservation fee for the use of the City Hall Lawn.

ATTACHMENTS

1. Concours d'Lemons Special Event Application 2021
 2. Concours d'Lemons Event COVID-19 Protocols 2021
-

Reviewed for Submission to the City Council by:



Craig Malin, City Manager



**SEASIDE
CALIFORNIA**

Special Event Application

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

Date:

Dear Event Sponsor:

Welcome to the City of Seaside. The following pages include the City of Seaside's Special Events Application and accompanying instructions developed to guide you through the application process.

Effective July 01, 2020 a \$110.00 permit fee was approved by the Seaside City Council. Please enclose a check made out to the City of Seaside with your completed application. Once the completed form is received it will be distributed to all City departments and agencies affected by your event. You will then be notified of the status of your request. On behalf of the City of Seaside we thank you for contributing to the spirit and vitality of our City through the staging of your event. **Best wishes for a successful event!**

Terry Navarro
City of Seaside
986 Hilby Avenue
Seaside, CA 93955
(831) 899-6805
(831) 718-8603
Email: tnavarro@ci.seaside.ca.us



**SEASIDE
CALIFORNIA**

Special Event Application

986 Hilby Avenue, Seaside CA 93955

831-899-6800 | FAX: 831-718-8603

CONTACT INFORMATION:

Organization: Concours d'Lemons

Name of Applicant: Alan Galbraith

Address: P.O. Box 1726 City: Carmicheal State: CA

Phone: 916-207-4645 Email: agalbraith@concoursdlemons.com

Day of Event Contact Name and Phone: Alan Galbraith 916-207-4645

EVENT INFORMATION:

Event Title: Concours d'Lemons

Event Category:

☐ Athletic / Recreation

☐ Concert / Performance

☐ Circus

☐ Celebration / Festival

☐ Parade / March / Procession

☐ Dance

☐ Carnival

☒ Other: Car Show

Event Time:

Setup Date & Time: 5:00-6:30pm Aug. 13, 2021 Event Start Date & Time: 8am Aug. 14, 2021

Event End Date & Time: 1:30pm Aug. 14, 2021 Clean up Date & Time: 1:30-3:00pm Aug. 14, 2021

Event Location: Seaside City Hall Lawn

EVENT DESCRIPTION:

Please provide detailed description of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides, sanitation provisions or any other pertinent information about the event.

Please attach map.

Car Show featuring the mundane, oddball and truly awful of the automotive world

Number of Participants: 150 Cars Event Benefiting: No charity involved

Federal ID # (if applicable): _____

☐ 501 C(3) ☐ 501 C(6) ☒ Commercial-For Profit ☐ Other: _____

Will admission be charged? ☐ Yes, tickets cost: _____ ☒ No



SEASIDE CALIFORNIA

Special Event Application

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

Is the event open to the public? ☒ Yes ☐ No

If no, how will the event be restricted? Indicate plan on detailed schematics:

How will the event be advertised and promoted? _____

Mainly word of mouth at this point. The event is listed in the official Pebble Beach Concours calendar.

Signs posted: Show and sponsor banners

Special equipment to be used for proposed event: *(List all electrical needs you may require)*

- | | | |
|---|--|---|
| ☒ P.A. System | ☒ Generator(s) | ☒ Amplified sound / music |
| ☒ Booths | ☐ Bleachers | ☐ Cooking fuel |
| ☐ Tents | ☒ Banners | ☐ Barricades |
| ☐ Other: _____ | | |

Will the event include music or live performances? ☐ Yes ☒ No

Will film, video, or photography be involved with the production of event? ☐ Yes ☒ No

Do you intend to sell food or beverage? ☒ Yes ☐ No

(If yes, please attach Health Department Food Vendor Certificate)

Do you intend to sell other merchandise? ☒ Yes ☐ No

Number of Vendors? 3 *(For-profit vendors must have business license on file with the City)*

Vendor Name

Vendor Address

Concours d'Lemons

P.O. Box 1726 Carmichael, CA

Classic Motorsports Magazine 915 Ridgewood Ave. Holly Hill, FL 32117

Describe Merchandise

Hats Shirts Stickers

Magazine Subscriptions

Will alcohol be served? ☐ Yes ☒ No

Will alcohol be sold? *(If yes, please attach ABC license)* ☐ Yes ☒ No

Parking arrangements: No special arrangements needed



**SEASIDE
CALIFORNIA**

Special Event Application

986 Hilby Avenue, Seaside CA 93955

831-899-6800 | FAX: 831-718-8603

Safety / Security / Accessibility (please describe your procedures for crowd control and internal security):

Event is open to the public with no restrictions. No crowd control needed.

Security Organization (if required - please attach security contract):

What City services do you anticipate you will need? (i.e. Police, Fire, Public Works, etc.)

None needed.

Method of trash collection/disposal and provision for additional sanitary facilities:

Cardboard trashcans to be collected at the end of show and placed in onsite dumpster
porta potties and hand wash stations placed in parking lot and removed after event.

Other pertinent information or special requests:

Will need a functioning power outlet for P.A.

APPLICANT AGREEMENT

All applicable fees must be paid 30 days prior to event date. No permit revisions will be accepted less than 14 days prior to the event date. The City of Seaside retains the right to terminate the event at any time should a responsible city official determine any activity related to the event is a threat to public safety and/or property. I (we) agree to abide by all laws, rules and regulations which may apply to this area. I (we) accept specific responsibility for other members of my group and for any damage done to city property and/or facilities, and agree to clean and restore the site to the condition in which it was found prior to the holding of the specific event. I certify under penalty of perjury that all the preceding information is true to the best of my knowledge. **Completed and signed special event form must be submitted to Recreation and Community Activities Director within seven working days of receipt of form.**

Applicant Signature: Alan Schraib

Date: Feb. 11, 2021



**SEASIDE
CALIFORNIA**

Special Event Application

986 Hilby Avenue, Seaside CA 93955

831-899-6800 | FAX: 831-718-8603

APPLICATION MUST INCLUDE: Detailed schematic of event location indicating specific activity sites. For non-profit organizations, a copy of non-profit status must be submitted.

Attach to application and mail to:

City of Seaside Recreation Services

Attn: Terry Navarro

986 Hilby Avenue

Seaside, CA 93955

Phone: 831-899-6805

FAX: 831-718-8603

Email: tnavarro@ci.seaside.ca.us

SPECIFIC EVENT CONDITIONS OF APPROVAL

- ✓ Event organizers must clean up any event-related trash.
- ✓ All event noise or sound must be kept to a minimum, particularly before 9:00 a.m. and must not create an annoyance to co-existing events.
- ✓ Permittee is responsible for the actions of all vendors and participants during the event.
- ✓ No activities are permitted onsite that are not included on your permit application.
- ✓ All City ordinances will be strictly enforced (alcohol, dogs, etc.).
- ✓ Permit must be kept on location at all times.

Failure to comply with the above conditions may result in immediate closure of the event and a ban on future events by the organizer in the City of Seaside.

PROVISIONS

Permittee waives all claims against the City, its officers, agents and employees, for loss or damage caused by, arising out of, or in any way connected with, the exercise of this permit and permittee agrees to save harmless, indemnify and defend City, its officers, agents and employees, from any and all loss, damage or liability which may be suffered or incurred by City, its officers, agents and employees caused by, arising out of or in any way connected with exercise by permittee of the rights hereby granted, except those arising out of the sole negligence of the City.

City shall have the privilege of inspecting the premises covered by this permit any and all time. This permit shall not be assigned. City may terminate this permit at any time if permittee fails to perform and covenant herein contained at the time and in the manner herein provided. City agrees it will not unreasonably exercise this right of termination.

The parties hereto agree that the permittee, its officers, agents and employees, in the performance of this permit shall act in an independent capacity and not as officers, employees or agents of the City. No alteration or variation of the terms of this permit shall be valid unless made in writing and signed by the parties hereto.

Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, sexual orientation, age national origin or physical handicaps. Permittee agrees to comply with the terms and conditions contained herein and all rules and regulation of the City subject to this permit.

Applicant Signature: _____

Alan Delacruz

Date: 2-12-2021



**SEASIDE
CALIFORNIA**

Special Event Application

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

INDEMNIFICATION, DEFENSE, HOLD HARMLESS

Applications must furnish the city with a certificate of insurance in an amount no less than \$1 million naming the City of Seaside as an additional insured. The amount of insurance is subject to increase at the discretion of the Finance Director who is the Risk Manager, depending upon the nature of the event. Such insurance must be primary to any city insurance and the city must have at least ten days' notice of cancellation.

For final event approval, you will need commercial general liability insurance that names "the City of Seaside, its officers, employees and agents" as an additional insured and any other public entities impacted by this event. Insurance coverage must be maintained for the duration of the event. To determine the amount of insurance coverage necessary, please contact Risk Manager. Please obtain the required insurance and mail an original insurance certificate to City of Seaside, Recreation and Community Activities Department, P.O. Box 810, Seaside, CA 93955.

Insurance Agency: _____ Insurance Agent: _____
Phone Number: _____ Policy Number: _____

PERMIT HOLDER hereby agrees to protect, defend, indemnify and hold and save harmless **CITY**, its officers, and employees against any and all liability, claims, judgements, costs and demands, however caused, including those resulting from death or injury to **PERMIT HOLDER'S** employees and damage to **PERMIT HOLDER'S** property, arising directly or indirectly out of the obligations or operations herein undertaken by **PERMIT HOLDER**, including those arising from the passive concurrent negligence of **CITY** but save and except those which arise out of the active concurrent negligence, sole negligence, or the sole willful misconduct of **CITY**. **PERMIT HOLDER** will conduct all defense at its sole cost and expense. **CITY** shall be reimbursed by **PERMIT HOLDER** for all costs or attorney's fees incurred by **CITY** in enforcing this obligation.

Applicant Signature: Alan Bellmish Date: 2-12-2021

By my signature, I hereby certify that I am the **LEGAL OWNER OF RECORD OF THE PROPERTY** identified in this application and that I approve of the requested action herein. I further certify that all data, information, plans and evidence submitted as part of this application is true and correct to the best of my knowledge.

Property Owner Signature: _____ Date: _____

(For Office Use Only)

Authorization

☐ Building _____	☐ Recreation _____
☐ Planning _____	☐ Redevelopment _____
☐ Police _____	☐ Public Works _____
☐ Fire _____	☐ County Health _____
☐ Finance _____	

Comments: _____





SEASIDE CALIFORNIA

**Parks and Picnics
Facility Use Request Form**
Parks and Recreation Division
440 Harcourt Avenue, Seaside CA 93955
831-899-6800

CONTACT INFORMATION:

Organization: Concours d'Lemons
Name of Applicant: Alan Galbraith
Address: P.O. Box 1726 City: Carmichael Zip: 95608
Phone: 916-207-4645 Email: agalbraith@concoursdlemmons.com
☐ Resident ☐ Non-Resident

FACILITY RESERVATION:

Intended Use/Activity: Car Show
Reservation Date(s): Aug 13-14 Times: (Available 8 AM-Dusk) 5-6:30pm Aug 13
7am-3pm Aug 14

Location Requested: (All fees per current adopted fee schedule)

Soper

- ☐ BBQ Area 1 ☐ BBQ Area 2 ☐ BBQ Area 3
☐ Large BBQ Area ☐ Entire BBQ Areas

Laguna Grande Park

- ☐ Lakeside BBQ Area 1 ☐ Lakeside BBQ Area 2 ☐ Entire Lakeside BBQ Areas
☐ Eucalyptus BBQ Area ☐ Hillside BBQ Area 1 ☐ Hillside BBQ Area 2
☐ Hillside BBQ Area 3 ☐ Hillside BBQ Area 4 ☐ Hillside BBQ Area 5
☐ Hillside BBQ Area 6

Other

- ☐ Metz BBQ Area ☐ Ellis Park BBQ Area ☐ Robert's Lake ☒ Seaside City Hall Lawn

Do you intend to play music? (No amplified, live music, or bands allowed) ☒ Yes ☐ No
Do you intend to use the BBQ pits? ☐ Yes ☒ No

- ☐ Bounce House (additional fee) ☐ Cleaning Deposit*

Estimated Attendance: 120 cars Total Rental Fee Due: \$ _____
Total Deposit Due: \$ _____



**SEASIDE
CALIFORNIA**

Parks and Picnics Facility Use Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

I, the undersigned, hereby certify that I will be personally responsible for any damage sustained to the grounds, buildings, furniture, or equipment occurring through the occupancy of said facilities. I will also be responsible for the enforcement of the Department rules and regulations. City Ordinance 9.12020 makes it unlawful for any person to knowingly make, continue or cause to be made or continue any excessive, unnecessary or unusually loud noise. City Ordinance 9.08.060(B)(1) makes it unlawful for any person using a park to consume or have in his/her possession an open container of any alcoholic beverage. **Please be aware that the City does not provide electricity for any park reservation other than a reservation made for a City Function/Event.**

For rentals on Nights/Weekends or Holidays please call 831-394-6811 for police matters. For rental concerns or restroom issues, please call 831-760-2236. If no one responds within 15 minutes, then call 831-860-2336. It is also recommend that you have a copy of your receipt on hand during your rental.

Initials: AG

IT IS DISTINCTLY UNDERSTOOD AND AGREE, that the applicant assumes all risk for loss, damage, liability, injury, and costs or expenses that may arise during or because of such use or occupancy of the facility of the city of Seaside and its Public Works Department. The applicant further agrees that in consideration of being permitted to use said facilities, he/she will save and hold the City of Seaside and said Public Works Department and/or its employees, free and harmless from any loss claims liability, damage and/or injuries to persons or property that in any way may be caused by applicants use or occupancy of said facilities.

NOTE: All Park Rental Fees Are Non-Refundable

75% of cleaning deposits will be refunded within 14 -21 working days after use of facility.

The remaining 25% of the deposit will be kept in the Janitorial/Maintenance account.

(Rental Area Must Be Clean In Order To Receive a Refund)

Signature of Applicant: Alan Bellbrink

Date: 2-12-2021

(For Office Use Only)

Permit Fee: _____

Authorized Agent: _____

Date: _____

Note: - Original to Resource Management/Recreation Department
- Copy to Police Department - Copy to Parks Division

Proposed COVID 19 Protocols

Event:

Concours d'Lemons

Aug. 14, 2021 8am-1:30pm

440 Harcourt Ave. – Seaside City Hall Lawn

Seaside, CA

Proposed COVID 19 protocols, based on guidance from the California Department of Public Health for the Orange Tier (<https://www.cdph.ca.gov/Programs/OPA/Pages/NR21-109.aspx>) and reflecting Monterey County Orange Tier designation as of April 9, 2021 * :

The event area will be fenced to restrict attendee entrance

Attendance will be restricted to 100 people

All attendees will be required to wear masks

Hand sanitizing stations will be made available

6ft. min. distance between attendees required

* Due to the fluid nature of tier levels and the CA state government's memo of 4-6-2021 (https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/beyond_memo.aspx) that tier levels and outdoor event capacity restrictions will be eliminated on June 15, 2021, these proposed protocols will change to exactly reflect those required by the state and county on Aug. 14, 2021.

Alan Galbraith

Owner – Concours d'Lemons

916-207-4645

agalbraith@concoursdlemons.com



CITY OF SEASIDE STAFF REPORT

Item No.: 8.K.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Director

DATE: May 20, 2021

SUBJECT: APPROVE CO-SPONSORSHIP AND WAIVE ALL FEES RELATED TO THE JUNETEENTH COALITION & COMMITTEE CULTURAL FESTIVAL AND APPROVE THEIR SPECIAL EVENT APPLICATION

RECOMMENDATION

Approve a request from Juneteenth Coalition & Committee request for co-sponsorship to waive all fees in the approximate amount of \$1,152.55 related to the Juneteenth Cultural Festival at Laguna Grande Park on June 19, 2021.

BACKGROUND

The Juneteenth Coalition & Committee is requesting to hold their Juneteenth Cultural Festival on Saturday, June 19, 2021. Juneteenth is the oldest nationally celebrated commemoration of the ending of slavery in the United States. This day is celebrated with performances (speakers, singers, dancers, etc.), a barbecue, watermelon and red soda. Due to the pandemic all guest will be required to wear masks and practice social distancing. The committee staff will ensure the rules are followed and monitor crowd control. They will also have a sanitation station with extra masks, hand sanitizer and first aid kits.

They are requesting for co-sponsorship and a fee waiver to waive fees associated with this event and use of the city's stage. Juneteenth Cultural Festival is open to the public and no fees will be charged. This application was reviewed by the Special Event Committee.

FISCAL IMPACT

Should the City Council approve the request for full fee waivers for the event, the approximate fiscal impact is as follows:

Special Event Application Fee	\$ 110.00
Laguna Grande Park Rental Fee	\$ 107.00
Park Deposit	\$ 174.50
Bounce House Fee	\$ 30.25
<u>Pubic Works-Setup and Breakdown</u>	<u>\$ 730.80</u>
TOTAL	\$1,152.55

ATTACHMENTS

1. Juneteenth Coalition & Committee Fee Waiver Request & Special Event Application
-

Reviewed for Submission to the City Council by:



Craig Malin, City Manager



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

CONTACT INFORMATION:

Organization: Juneteenth Coalition & Committee
Name of Applicant: Rosalyn Green
Address: P.O. Box 327 City: Seaside State: CA
Phone: 831.901.9180 Email: rosalynbhc@actioncouncil.org

EVENT INFORMATION:

Event Title: June teenth
Event Description: Cultural Festival
Event Date: 6/19/2021 Room(s) Requested: Laguna Grande Park
Time (including set-up): _____ - _____ Approximate Number of Guests: _____

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: no budget

Have you received a Fee Waiver in the past? ☐ Yes, the event was on _____ ☒ No

What is your organization's tax identification number? _____

What percentage of your members or participants resides in Seaside? 80%

Is your organization based in Seaside? ☒ Yes ☐ No

Is your organization able to provide liability insurance? ☒ Yes ☐ No

Will alcohol be served or sold at your event? ☐ Yes ☒ No

Applicant Signature: Rosalyn Green

Date: 04.20.2021

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____

Date: _____

Notes: _____



SEASIDE CALIFORNIA

Fee Waiver Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

Fees may be waived for activities that benefit the majority of Seaside residents. Any new organizations requesting fee waivers are required to submit a letter of intent and complete the Fee Waiver Request form to the Recreation Services Department. The application will be submitted to the City Manager or his designee for review and approval. In the event that the fee waiver request is denied by the City Manager, the request can be appealed to the City Council. Applicants must demonstrate that the following criteria are satisfied:

1. At least 60% of the organization's membership must consist of Seaside residents. The organization must provide documentation verifying membership residency.
2. The organization must be a 501(C)3 non-profit or public benefit organization and provide taxpayer identification number.
3. The organization must provide an in-kind service/donation to benefit and augment the City of Seaside. A written statement must be submitted with the application outlining specific donations and/or services provided by the organization to the City of Seaside.

FEE WAIVERS FOR MEETING ROOMS

1. Meetings are limited to four hours.
2. All organizations receiving fee waivers must give seven days notice of cancellation. If no notice is given of cancellation, the City reserves the right to deny further fee waiver requests.
3. Due to limited space, organizations may not request fee waivers for any more than one meeting room use per year; fee waivers are not intended to provide for ongoing weekly or monthly meeting use.
4. No faith based organizations may apply for fee waivers due to the separation of church and state.

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

1. Pay the non-refundable portion of the deposit per event.
2. An organization requesting use of the auditorium for a special event or meeting may receive no more than one fee waiver request within a 90-day period.
3. Provide special event liability insurance. The following is required:
 - a. Provide an "Occurrence Made" liability insurance policy, naming the city as additionally insured, with limits of \$1 million per occurrence and \$2 million aggregate. A copy of that policy must be provided to the Recreation Services Department.
 - OR
 - b. Purchase Special Event Liability Insurance through the Recreation Services Department at the time of fee waiver request. This insurance covers not only the city, but also those renting the facility.
4. Fundraising activities of any nature do not qualify for fee waivers.
5. Special events may be required to provide security at renter's expense. A photocopy of the contract must be on file with the Recreation Services Department. The number of security guards required is determined by the nature of the event and the numbers in attendance.

***A City-sanctioned organization is defined as "any community based group or organization that in cooperation with the Recreation Services Department, provides an entertainment, recreation and/educational service benefiting the citizens of Seaside."**

****All deposits are placed in the maintenance and janitorial fund designated for the upkeep and repair of the Oldemeyer Center.**



**SEASIDE
CALIFORNIA**

Special Event Application

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

Date:

Dear Event Sponsor:

Welcome to the City of Seaside. The following pages include the City of Seaside's Special Events Application and accompanying instructions developed to guide you through the application process.

Effective July 01, 2020 a \$110.00 permit fee was approved by the Seaside City Council. Please enclose a check made out to the City of Seaside with your completed application. Once the completed form is received it will be distributed to all City departments and agencies affected by your event. You will then be notified of the status of your request. On behalf of the City of Seaside we thank you for contributing to the spirit and vitality of our City through the staging of your event. **Best wishes for a successful event!**

Terry Navarro
City of Seaside
986 Hilby Avenue
Seaside, CA 93955
(831) 899-6805
(831) 718-8603
Email: tnavarro@ci.seaside.ca.us



**SEASIDE
CALIFORNIA**

Special Event Application

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

CONTACT INFORMATION:

Organization: Juneteenth Coalition : Committee
Name of Applicant: Rosalyn Green
Address: P.O. Box 327 City: Seaside State: CA
Phone: 831-901-9180 Email: rosalynbhc@actioncouncil.org
Day of Event Contact Name and Phone: June 19, 2021

EVENT INFORMATION:

Event Title: June teenth

Event Category:

- | | | |
|--|---|---------------------------------|
| ☐ Athletic / Recreation | ☐ Concert / Performance | ☐ Circus |
| ☒ Celebration / Festival | ☐ Parade / March / Procession | ☐ Dance |
| ☐ Carnival | ☒ Other: <u>Cultural Festival</u> | |

Event Date and Time: June 19, 2021 - noon to dusk
Setup: _____ Event Start: _____ Event End: _____ Clean up: _____

Event Location: Laguna Grande Park

EVENT DESCRIPTION:

Please provide detailed description of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides, sanitation provisions or any other pertinent information about the event.

Juneteenth is the oldest nationally celebrated commemoration of the ending of slavery. This day is celebrated with performances (speakers, singers, dancers, etc.) barbecue, watermelon and red soda. Due to the pandemic...

Number of Participants: _____ Event Benefiting: _____

Federal ID # (if applicable): _____

☐ 501 C(3) ☐ 501 C(6) ☐ Commercial-For Profit ☐ Other: _____

Will admission be charged? ☐ Yes, tickets cost: _____ ☐ No

All guest will be required to wear masks. We will have staff ensuring rules are followed. We will also have a sanitation station with extra masks, hand sanitizer and first aid kits.



**SEASIDE
CALIFORNIA**

Special Event Application

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

Is the event open to the public? ☒ Yes ☐ No

If no, how will the event be restricted? Indicate plan on detailed schematics:

How will the event be advertised and promoted? social media

Signs posted: _____

Special equipment to be used for proposed event: *(List all electrical needs you may require)*

☒ P.A. System

☒ Generator(s)

☒ Amplified sound / music

☐ Booths

☐ Bleachers

☐ Cooking fuel

☐ Tents

☐ Banners

☐ Barricades

☐ Other: _____

Will the event include music or live performances?

☒ Yes ☐ No

Will film, video, or photography be involved with the production of event?

☐ Yes ☒ No

Do you intend to sell food or beverage?

☐ Yes ☒ No

(If yes, please attach Health Department Food Vendor Certificate)

Do you intend to sell other merchandise?

☐ Yes ☒ No

Number of Vendors? _____ *(For-profit vendors must have business license on file with the City)*

Vendor Name

Vendor Address

Describe Merchandise

Will alcohol be served?

☐ Yes ☒ No

Will alcohol be sold? *(If yes, please attach ABC license)*

☐ Yes ☒ No

Parking arrangements: _____



**SEASIDE
CALIFORNIA**

Special Event Application

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

Safety / Security / Accessibility (please describe your procedures for crowd control and internal security):

Community leaders/resident leaders/student leaders
will be "staff" with posts to monitor crowd control.

Security Organization (if required - please attach security contract):

What City services do you anticipate you will need? (i.e. Police, Fire, Public Works, etc.)

Method of trash collection/disposal and provision for additional sanitary facilities:

clean up team is established

Other pertinent information or special requests: Black owned businesses,
local businesses, grassroot orgs, voters registration
and sorority/Fraternities will be tabling
and giving out information & resources.

APPLICANT AGREEMENT

All applicable fees must be paid 30 days prior to event date. No permit revisions will be accepted less than 14 days prior to the event date. The City of Seaside retains the right to terminate the event at any time should a responsible city official determine any activity related to the event is a threat to public safety and/or property. I (we) agree to abide by all laws, rules and regulations which may apply to this area. I (we) accept specific responsibility for other members of my group and for any damage done to city property and/or facilities, and agree to clean and restore the site to the condition in which it was found prior to the holding of the specific event. I certify under penalty of perjury that all the preceding information is true to the best of my knowledge. **Completed and signed special event form must be submitted to Recreation and Community Activities Director within seven working days of receipt of form.**

Applicant Signature: _____

Rosalyn Gresh

Date: _____

04.30.2021



**SEASIDE
CALIFORNIA**

Special Event Application

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

APPLICATION MUST INCLUDE: Detailed schematic of event location indicating specific activity sites. For non-profit organizations, a copy of non-profit status must be submitted.

Attach to application and mail to:
City of Seaside Recreation Services
Attn: Recreation Director
986 Hilby Avenue
Seaside, CA 93955

SPECIFIC EVENT CONDITIONS OF APPROVAL

- ✓ Event organizers must clean up any event-related trash.
- ✓ All event noise or sound must be kept to a minimum, particularly before 9:00 a.m. and must not create an annoyance to co-existing events.
- ✓ Permittee is responsible for the actions of all vendors and participants during the event.
- ✓ No activities are permitted onsite that are not included on your permit application.
- ✓ All City ordinances will be strictly enforced (alcohol, dogs, etc.).
- ✓ Permit must be kept on location at all times.

Failure to comply with the above conditions may result in immediate closure of the event and a ban on future events by the organizer in the City of Seaside.

PROVISIONS

Permittee waives all claims against the City, its officers, agents and employees, for loss or damage caused by, arising out of, or in any way connected with, the exercise of this permit and permittee agrees to save harmless, indemnify and defend City, its officers, agents and employees, from any and all loss, damage or liability which may be suffered or incurred by City, its officers, agents and employees caused by, arising out of or in any way connected with exercise by permittee of the rights hereby granted, except those arising out of the sole negligence of the City.

City shall have the privilege of inspecting the premises covered by this permit any and all time. This permit shall not be assigned. City may terminate this permit at any time if permittee fails to perform and covenant herein contained at the time and in the manner herein provided. City agrees it will not unreasonably exercise this right of termination.

The parties hereto agree that the permittee, its officers, agents and employees, in the performance of this permit shall act in an independent capacity and not as officers, employees or agents of the City. No alteration or variation of the terms of this permit shall be valid unless made in writing and signed by the parties hereto.

Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, sexual orientation, age national origin or physical handicaps. Permittee agrees to comply with the terms and conditions contained herein and all rules and regulation of the City subject to this permit.

Applicant Signature: _____

Date: 04.30.2021



**SEASIDE
CALIFORNIA**

Special Event Application

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

INDEMNIFICATION, DEFENSE, HOLD HARMLESS

Applications must furnish the city with a certificate of insurance in an amount no less than \$1 million naming the City of Seaside as an additional insured. The amount of insurance is subject to increase at the discretion of the Finance Director who is the Risk Manager, depending upon the nature of the event. Such insurance must be primary to any city insurance and the city must have at least ten days' notice of cancellation.

For final event approval, you will need commercial general liability insurance that names "the City of Seaside, its officers, employees and agents" as an additional insured and any other public entities impacted by this event. Insurance coverage must be maintained for the duration of the event. To determine the amount of insurance coverage necessary, please contact Risk Manager. Please obtain the required insurance and mail an original insurance certificate to City of Seaside, Recreation and Community Activities Department, P.O. box 810, Seaside, CA 93955.

Insurance Agency: _____ Insurance Agent: _____
Phone Number: _____ Policy Number: _____

PERMIT HOLDER hereby agrees to protect, defend, indemnify and hold and save harmless **CITY**, its officers, and employees against any and all liability, claims, judgements, costs and demands, however caused, including those resulting from death or injury to **PERMIT HOLDER'S** employees and damage to **PERMIT HOLDER'S** property, arising directly or indirectly out of the obligations or operations herein undertaken by **PERMIT HOLDER**, including those arising from the passive concurrent negligence of **CITY** but save and except those which arise out of the active concurrent negligence, sole negligence, or the sole willful misconduct of **CITY**. **PERMIT HOLDER** will conduct all defense at its sole cost and expense. **CITY** shall be reimbursed by **PERMIT HOLDER** for all costs of attorney's fees incurred by **CITY** in enforcing this obligation.

Applicant Signature: _____

Date: 4/30/2021

(For Office Use Only)

Authorization

- | | |
|---|--|
| ☐ Building _____ | ☐ Recreation _____ |
| ☐ Planning _____ | ☐ Redevelopment _____ |
| ☐ Police _____ | ☐ Public Works _____ |
| ☐ Fire _____ | ☐ County Health _____ |
| ☐ Finance _____ | |

Comments: _____



**SEASIDE
CALIFORNIA**

Parks and Picnics Facility Use Request Form

Parks and Recreation Division
440 Harcourt Avenue, Seaside CA 93955
831-899-6800

CONTACT INFORMATION:

Organization: Juneteenth Coalition & Committee
Name of Applicant: Rosalyn Green
Address: P.O. Box 327 City: Seaside Zip: 93955
Phone: 831-901-9180 Email: rosalynbhc@actioncouncil.org
☐ Resident ☐ Non-Resident

FACILITY RESERVATION:

Intended Use/Activity: Cultural Celebration
Reservation Date(s): 6.19.2021 Times: (Available 8 AM-Dusk) Noon-Dusk

Location Requested: (All fees per current adopted fee schedule)

Soper

- ☐ BBQ Area 1 ☐ BBQ Area 2 ☐ BBQ Area 3
☐ Large BBQ Area ☐ Entire BBQ Areas

Laguna Grande Park

- ☐ Lakeside BBQ Area 1 ☐ Lakeside BBQ Area 2 ☒ Entire Lakeside BBQ Areas
☐ Eucalyptus BBQ Area ☐ Hillside BBQ Area 1 ☐ Hillside BBQ Area 2
☐ Hillside BBQ Area 3 ☐ Hillside BBQ Area 4 ☐ Hillside BBQ Area 5
☐ Hillside BBQ Area 6

Other

- ☐ Metz BBQ Area ☐ Ellis Park BBQ Area ☐ Robert's Lake

Do you intend to play music? (No amplified, live music, or bands allowed) ☒ Yes ☐ No
Do you intend to use the BBQ pits? ☐ Yes ☐ No

☒ Bounce House (additional fee) ☐ Cleaning Deposit*

Estimated Attendance: _____

Total Rental Fee Due: \$ _____

Total Deposit Due: \$ _____



**SEASIDE
CALIFORNIA**

Parks and Picnics Facility Use Request Form

Parks and Recreation Division
986 Hliby Avenue, Seaside CA 93955
831-899-6800

I, the undersigned, hereby certify that I will be personally responsible for any damage sustained to the grounds, buildings, furniture, or equipment occurring through the occupancy of said facilities. I will also be responsible for the enforcement of the Department rules and regulations. City Ordinance 9.12020 makes it unlawful for any person to knowingly make, continue or cause to be made or continue any excessive, unnecessary or unusually loud noise. City Ordinance 9.08.060(B)(1) makes it unlawful for any person using a park to consume or have in his/her possession an open container of any alcoholic beverage. **Please be aware that the City does not provide electricity for any park reservation other than a reservation made for a City Function/Event.**

For rentals on Nights/Weekends or Holidays please call 831-394-6811 for police matters. For rental concerns or restroom issues, please call 831-760-2236. If no one responds within 15 minutes, then call 831-860-2336. It is also recommend that you have a copy of your receipt on hand during your rental.

Initials: _____

IT IS DISTINCTLY UNDERSTOOD AND AGREE, that the applicant assumes all risk for loss, damage, liability, injury, and costs or expenses that may arise during or because of such use or occupancy of the facility of the city of Seaside and its Public Works Department. The applicant further agrees that in consideration of being permitted to use said facilities, he/she will save and hold the City of Seaside and said Public Works Department and/or its employees, free and harmless from any loss claims liability, damage and/or injuries to persons or property that in any way may be caused by applicants use or occupancy of said facilities.

NOTE: All Park Rental Fees Are Non-Refundable

75% of cleaning deposits will be refunded within 14 -21 working days after use of facility.

The remaining 25% of the deposit will be kept in the Janitorial/Maintenance account.

(Rental Area Must Be Clean In Order To Receive a Refund)

Signature of Applicant: _____

Date: _____

(For Office-Use Only)

Permit Fee: _____

Authorized Agent: _____

Date: _____

Note: - Original to Resource Management/Recreation Department

- Copy to Police Department - Copy to Parks Division



RECREATION DEPARTMENT

986 Hilby Avenue
Seaside, CA 93955
www.ci.seaside.ca.us

Telephone 831-899-6800
Fax 831-899-6274

California Department of Public Health Household Gathering Acknowledgement Form

I Rosalyn Green acknowledge that I have received and read the guidelines outlined by the California Department of Public Health (CDPH) on Guidance for the Prevention of COVID-19 Transmission for Gatherings. I agree to abide by the guidelines set forth by the CDPH. Furthermore, I understand that if I am issued a permit to reserve a Picnic & BBQ facility, that gatherings of more than 50 people is strictly prohibited, and the current permit will be revoked as well as future permits, if it is found that more than 50 people are in attendance during permitted use.

Laguna Grande Park
Permit Location

Rosalyn Green
Name

Rosalyn Green
Signature

5/6/21
Date



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.L.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dominique Davis, City Clerk

DATE: May 20, 2021

**SUBJECT: APPROVE A RESOLUTION MODIFYING THE ANNUAL CITY
COUNCIL OUTSIDE COMMITTEE ASSIGNMENTS JANUARY 1,
2021 TO DECEMEBER 31, 2021**

RECOMMENDATION

Approve the resolution modifying the City Council's outside committee assignments to change Councilmember Campell as the primary representative for Monterey One Water and Mayor Oglesby as the alternate representative.

BACKGROUND

The Mayor and Council Members serve as the City's representatives to outside agencies, in addition to their duties on the City Council. At the December 3, 2020 City Council meeting, the Council approved appointments for 2021. A request to modify the appointment list was made by Mayor Oglesby recommending that Council Member Campbell be reassigned as the primary representative for Monterey One Water and Mayor Oglesby be changed to serve as the alternate representative.

FISCAL IMPACT

None.

ATTACHMENTS

1. Draft Resolution
-

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

RESOLUTION NO. 21-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE MAYOR'S RECOMMENDATION FOR A MODIFIED CITY COUNCIL OUTSIDE COMMITTEE ASSIGNMENTS FOR 2021

WHEREAS, annually, the Mayor considers City Council Member assignments to various commissions, boards and committees in special districts and organizations, joint powers authorities and other agencies; and

WHEREAS, Mayor Oglesby considered the necessary annual appointments made recommendations for City Council member assignments to the various boards, commissions, and committees in special districts and organizations, joint powers authorities and other agencies for January 1, 2021 to December 31, 2021; and

WHEREAS, the City Council approved a portion of the appointments for 2021 during the December 3, 2020. Upon reflection. Mayor Oglesby has requested a modification of the list to appoint Council Member Campbell to the Monterey One Water Board as the primary representative.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby approve Mayor Oglesby's recommendations for revised City Council Member assignments to various outside commissions, committees and boards as listed in Attachment A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 20th day of May 2021, by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Abdul Pridgen, Police Chief

DATE: May 6, 2021

SUBJECT: INTRODUCTION OF AN ORDINANCE ADDING CHAPTER 2.17 TO THE SEASIDE MUNICIPAL CODE TO ESTABLISH A COMMUNITY SAFETY ADVISORY COMMISSION (FIRST READING, ROLL CALL VOTE)

RECOMMENDATION

Approve the draft ordinance adding chapter 2.17 to the Seaside Municipal Code to establish a Community Safety Advisory Committee.

BACKGROUND

Seaside is a diverse, inclusive, and progressive City where the opinions and perspectives of residents are appreciated and valued. The City has established several commissions comprised of community stakeholders to advise the Council on issues pertinent to their focus areas. Staff believes the Council should create a Community Safety Advisory Commission (CSAC) to leverage the insights and experiences of Seaside residents—particularly those from marginalized communities—to improve the Department and strengthen community relations.

Inarguably, the community must have a voice in co-producing public safety. Proudly, Seaside residents have opportunities to provide actionable input, but in an ad hoc and informal manner. In addition to the unstructured and informal feedback systems we benefit from, the CSAC will establish a formal process for community engagement specific to public safety. We expect that the CSAC will enhance our service delivery, improve public safety, and lead to greater trust in Seaside Public Safety.

FISCAL IMPACT

ATTACHMENTS

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

ADDING CHAPTER 2.17 TO THE SEASIDE MUNICIPAL CODE TO ESTABLISH A COMMUNITY SAFETY ADVISORY COMMISSION

WHEREAS, the City of Seaside has a responsibility to ensure the safety and well-being of all its residents and visitors. One method safety is implemented and ensured is through the creation of a Community Safety Advisory Commission.

WHEREAS, the City of Seaside Public Safety departments serve as public servants entrusted with safeguarding our community. A Community Safety Advisory Commission proves that respect, trust and oversight can be harmonious and builds the integrity of a community.

WHEREAS, the City of Seaside aims to give the non-public safety community a medium to voice concerns, provide feedback and praise the actions and efforts of the public safety operations.

WHEREAS, the Community Safety Advisory Commission will create a collaborative partnership between public safety departments and the community it is sworn to protect. The Commission is also a way of providing increased agency and autonomy to marginalized communities and communities of color.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEASIDE DOES
ORDAIN AS FOLLOWS:**

SECTION 1. FINDINGS

The above findings are true and correct and by this reference are incorporated as an integral part of this ordinance.

SECTION 2. AMENDING SEASIDE MUNICIPAL CODE ADDING CHAPTER 2.17
ESTABLISHING THE COMMUNITY SAFETY ADVISORY COMMISSION

Subsection 2.17 is hereby added to the Seaside Municipal Code as follows:

Chapter 2.17
Community Safety Advisory Commission

Sections:

- 2.17.010 Created.
- 2.17.020 Purpose and Intent
- 2.17.030 Composition and Appointment Procedure.
- 2.17.040 Terms of Office
- 2.17.050 Filling of Vacancies.
- 2.17.060 Removal from Office.
- 2.17.070 Powers and Duties.
- 2.17.080 Staff support.
- 2.17.090 Meetings.

2.17.010 Creation.

There is created a Community Safety Advisory Commission (CSAC) The Commission is not a review board of specific police actions, whether internal or external, but a forum for discussions regarding community safety concerns and leveraging the experience of persons outside of policing to improve the Department and the community relations.

2.17.020 Purpose and Intent.

To provide a forum for police-community interaction, enhance public safety, and increase equity in community safety policies.

- A. To address public safety and related issues concerning the Seaside Police Department's policies, procedures, practices, and community relation strategies in order to enhance our residents' quality of life.
- B. To promote and encourage open communication and the building of a positive relationship with members of the community and those who have sworn to protect them.
- C. Recognize public safety through policing is a shared responsibility.

2.17.030 Composition and Appointment Procedure.

CPAC shall be comprised of up to eleven (11) community members nominated by the Mayor and approved by the City Council. Community members who represent a range of interests and life experiences and diverse backgrounds, including but not limited to, LGBTQ+, business, education, non-profits, public relations, and faith community. At least one (1) member must be between sixteen and eighteen years old when appointed. All members must live in the City of Seaside

2.17.040 Term of office.

All appointments shall be for a three (3) year terms. Terms are renewable at the discretion of the Mayor with the approval of the City Council. No member shall serve more than two (2) consecutive terms. An individual may not serve as Chair more than two (2) consecutive years. To be eligible for Chair, one must have been elected and served as Vice-Chair.

2.17.050 Filling of Vacancies.

Any vacancy occurring during the term of any member shall be filled for the unexpired term in the same manner in which regular appointments are otherwise made. Except for the initial appointment, the Chairperson must have served as Vice-Chair immediately

before selection to Chairperson and must have served on the Community Safety Advisory Commission for a minimum of (1) year.

2.17.060 Removal from Office.

Commission members may be removed for any or no reason, at any time by majority vote of the City Council. If a member of the Commission does not attend two consecutive regular meetings of the Commission. Unless excused by a majority vote of the Commission, his/her/their membership shall automatically terminate.

2.17.070 Power and Duties.

The power and duties of the Commission shall be as follows:

- A. Adopt by a two-thirds vote of its members, bylaws governing the conduct of its meeting and activities, the establishment of sub-committees, and such other rules as may be necessary for the performance of its duties; provided, that such bylaws shall specify that a quorum shall at all times consist of at least six (6) members and that any amendment to the bylaws shall require an affirmative vote of two-thirds of its members.
- B. The Commission shall act in an advisory capacity to and as a liaison between the community, the Seaside Police Department, and City Council.
- C. The Commission will have no input or discussion regarding specific employee personnel issues. Nor be involved in Department decision-making at any level.
- D. Assist in educating the community at large about the function and role of the Seaside Police Department.
- E. Act as a sounding board for the Chief of Police regarding community needs and concerns, as well as community response to proposed police programs, priorities, and policies.
- F. Apprise the Chief of Police directly of the recommendations for improved delivery of police services to the Seaside community. When required the Commission will make recommendations to the City Council.

- G. In making its recommendations to the Police Chief, the Commission shall not attempt to direct the method of implementation of any resulting changes to Police Department program, policies, or procedures.
- H. Develop and make recommendations directed toward informing the community of its rights and responsibilities when in contact with law enforcement officers.
- I. Annually review the city's Community Policing philosophy and strategies for best practices. Review the policies and strategies that reinforce the importance of community engagement in public safety. For relationship with key stakeholders, such as churches, businesses, schools, and polices dealing with "least harm" resolutions, such as diversion programs or warnings and citations in lieu of arrest for minor infraction.
- J. Receive a Bi-Annual Status Report from the city's **Family and Community Support Team** program.
- K. The Commission shall actively encourage and foster resident's participation in crime prevention activities.
- L. The committee may also discuss problems and strategies for appropriate problem solving in specific neighborhoods.
- M. To provide annual summary report to the City Council on the 2nd regular City Council meeting in April of each year. Concerning all the activities of the Commission during the preceding twelve-month period and the current fiscal year "work plan".
- N. In the month of May produce a publicly available annual "Community Safety Report".
- O. The Commission shall sponsor/cosponsor an annual citywide Community Safety Summit/Event, i.e. National Night Out.
- P. Each CPAC member is encouraged to attend the Citizen Public Safety Academy or similar training.
- Q. Each Commission member is expected to contribute.

R. The Commission shall not be entitled to receive, review, copy or investigate citizens' complaint(s) against individual police personnel.

(1) If a citizen submits a complaint against individual police personnel directly to a member of the Commission or the Commission as a whole, the Commission member or the Commission, as the case may be, shall forward that complaint to the Police Department. The Commission may not take any other action, including holding hearing or conducting investigations, with respect to said complaint.

2.17.080 Staff Support.

The Chief of Police shall serve as staff liaison to the commission. The City Manager shall provide or cause to be provided adequate staff assistance and sufficient funding as necessary to enable the Commission to fulfill its purpose and duties. The City Attorney is the Commission's legal advisor.

2.17.090 Meetings.

The Commission shall meet monthly or when called by the Chair.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Sheri Damon, City Attorney

DATE: May 6, 2021

**SUBJECT: INTRODUCTION OF AN ORDINANCE PROVIDING A TEXT
AMENDMENT(S) TO THE SEASIDE MUNICIPAL CODE SECTION
2.02.020 MEETINGS-REGULAR CHANGING THE START TIME OF
REGULAR MEETINGS (FIRST READING, ROLL CALL VOTE)**

RECOMMENDATION

Introduce and pass to print the draft ordinance providing a text amendment of the Seaside Municipal Code Section 2.02.020 Meetings-Regular changing the start time of regular City Council meetings.

BACKGROUND

At the April 1, 2021 City Council meeting, the Council directed that the Regular meetings start at 5:00 p.m. Accordingly, the attached draft ordinance changes the start time for the Regular meetings to 5:00 p.m. It should be noted that the Council has had **special Joint meetings** of the Successor Agency and the City Council at 5:30 p.m. prior to the Regular meetings. These special meetings have been dealing with the dwindling amount of Successor Agency business however along with closed session items. Since these meetings are special meetings, they may be set for any date or time selected by the City Council. It is anticipated that when these special meetings are required they will be set for a time to **start after** the conclusion Regular meeting.

FISCAL IMPACT

N/A

ATTACHMENTS

Draft Ordinance

Reviewed for Submission to the City Council by:

A blue ink signature, likely of Craig Malin, is written over a horizontal line.

Craig Malin, City Manager

Packet Page 196

ORDINANCE NO. 21-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE PROVIDING A TEXT AMENDMENT TO SECTION 2.02.020 MEETINGS REGULAR

WHEREAS, the City of Seaside has had multiple regular meetings that have extended beyond 10:30 p.m.; and

WHEREAS, in order to provide a better opportunity for more effective public participation and in an effort to adjourn meetings earlier in the evening, it was suggested that the meetings start two hours earlier at 5:00 p.m.; and

WHEREAS, in order to more efficiently change the Regular meeting start time to better address the needs of the Council and the public, it is now desired to provide that the Regular meeting start time may be set by Resolution, instead of being established by Ordinance.

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:

Text amendment to the Seaside Municipal Code Section 2.02.040 Regular meetings to provide for an earlier start time and future start times to be modified by Resolution.

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. TEXT AMENDMENT

This ordinance revises section 2.02.040 Meetings-Regular with additions shown in underline and deletions shown in ~~strikeout~~ as follows:

2.02.020 Meetings – Regular.

The city council shall hold regular meetings on the first and third Thursday of each month at five (5:00) p.m. or a time subsequently to be established by Resolution; provided, that when the day fixed for any regular meeting falls upon a day designated by law as a legal or national holiday, such meeting shall be held on the next succeeding day not a holiday, or on such other day as may be designated by the city council, in the council chambers of the City Hall, 440 Harcourt Avenue, Seaside, or at such other place within the city limits to which the meeting may be adjourned. If by reason of fire, flood, or other emergency, it is unsafe to meet in the City Hall, the meetings may be held for the duration of the emergency at such other place as is designated by the mayor or by three members of the city council. Except by an affirmative majority vote of the city council, no agenda items shall be taken up after ten-thirty p.m. (Ord. 880 § 2, 1999; Ord. 551 § 1, 1980; Ord. 538 § 1, 1979; Ord. 519 § 1, 1978; Ord. 498, 1977; Ord. 480, 1977; Ord. 448, 1974; Ord. 382, 1970; prior code § 1-200(A-1))

SECTION 4. REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS.

All ordinances, parts of ordinances and resolutions in conflict herewith are hereby repealed insofar as they conflict with this ordinance.

SECTION 5. 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, State of California, on the 6th day of May, 2021.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the ____ day of May, 2021, by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 9.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Beth Rocha, Associate Planner

DATE: May 6, 2021

SUBJECT: INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY SEASIDE AMENDING SECTIONS OF SEASIDE MUNICIPAL CODE TITLE 17, SECTION 17.14.030, TABLE 2-4 – ALLOWED LAND USES AND PERMIT REQUIREMENTS FOR COMMERCIAL ZONES FOR CANNABIS USES. (FIRST READING, ROLL CALL VOTE)

RECOMMENDATION

Approve the draft ordinance amending Seaside Municipal Code Title 17 Allowed Land Uses and Permit Requirements for Commercial Zones for Cannabis Uses.

BACKGROUND

On March 18, 2021 and April 1, 2021, the City Council twice voted 3-2 on the first and second readings, in favor of an ordinance amending sections of Seaside Municipal Code (SMC) Title 19 Commercial Cannabis activities to expand the total number of dispensaries allowed, adding new definitions and text amendments.

As indicated in the staff report to Council during the first reading, staff would initiate amendments to SMC 17.14.030, Table 2-4: *Allowed Land Uses and Permit Requirements* related to the following adopted amendments to Title 19:

1. Defines microbusiness, which will be used when SMC 17 Table 2-4 will be updated; and
2. Require a Conditional Use Permit for cannabis dispensaries rather than a Use Permit.

On April 14th, 2021 the Planning Commission voted to adopt a Resolution recommending the Council adopt ordinance amendments to Seaside Municipal Code

Section 17.14.030, Table 2-4, including: adding cannabis retail and cannabis microbusiness uses, specifying the required permit types based on zoning, referencing the specific use regulations of Title 19, and adding use-specific footnotes.

PROPOSED AMENDMENTS

The following amendments are proposed to Seaside Municipal Code section 17.14.030, Table 2-4: Allowed Land Uses and Permit Requirements for Commercial Zones:

1. Add "Cannabis Microbusiness" to the use table and the requirement of a Minor Use Permit (MUP) for the establishment of the use.
2. Add "Cannabis Retail" to the use table and add the requirement of a Conditional Use Permit (CUP) for the establishment of the use.
3. Add a reference to SMC Title 19 for all cannabis uses in the Specific Use Regulations column.
4. Add the following footnotes to the use table to specifically address exceptions/regulations:

7. A Minor Use Permit for a Cannabis Microbusiness shall not result in a new Cannabis Retail business. An existing Cannabis Retail business to be licensed as a Cannabis Microbusiness shall require a Conditional Use Permit in accordance with Seaside Municipal Code Title 19.

8. In the West Broadway Urban Village, a Cannabis Microbusiness without a retail component requires a Minor Use Permit.

9. A Cannabis Retail business requires a Conditional Use Permit in accordance with Seaside Municipal Code Title 19.

10. In the West Broadway Urban Village, a Cannabis Retail business requires a Conditional Use Permit in accordance with Seaside Municipal Code Title 19.

FISCAL IMPACT

None.

ATTACHMENTS

Draft Ordinance

Exhibit A – Table 2-4 Allowed Land Uses and Permit Requirements for Commercial Zones

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

ORDINANCE NO. 21-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AMENDING SEASIDE MUNICIPAL CODE TITLE 17, TITLE 17.14.030 TABLE 2-4 – *ALLOWED LAND USES AND PERMIT REQUIREMENTS FOR COMMERCIAL ZONES* FOR CANNABIS USES (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:

1. Add "Cannabis Microbusiness" to the use table and the requirement of a Minor Use Permit (MUP) for the establishment of the use.
2. Add "Cannabis Retail" to the use table and add the requirement of a Conditional Use Permit (CUP) for the establishment of the use.
3. Add a reference to SMC Title 19 for all cannabis uses in the Specific Use Regulations column.
4. Add the following footnotes to the use table to specifically address exceptions/regulations:
 7. A Minor Use Permit for a Cannabis Microbusiness shall not result in a new Cannabis Retail business. An existing Cannabis Retail business to be licensed as a Cannabis Microbusiness shall require a Conditional Use Permit in accordance with Seaside Municipal Code Title 19.
 8. In the West Broadway Urban Village, a Cannabis Microbusiness without a retail component requires a Minor Use Permit.
 9. A Cannabis Retail business requires a Conditional Use Permit in accordance with Seaside Municipal Code Title 19.
 10. In the West Broadway Urban Village, a Cannabis Retail business requires a Conditional Use Permit in accordance with Seaside Municipal Code Title 19.

FINDINGS

WHEREAS, on March 18 and April 1, 2021, the City Council voted to amend Title 19 of the Seaside Municipal Code, which regulates Commercial Cannabis; and

WHEREAS, Seaside Municipal Code section 17.14.030, Table 2-4 lists all allowed uses in the city and required permits; and

WHEREAS, adding cannabis use types and permit requirements to 17.14.030, Table 2-4 achieves consistency with the ordinance amendments to Title 19.

SECTION 2. ENVIRONMENTAL COMPLIANCE

The proposed changes to the Municipal Code 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

This ordinance incorporates the attached text amendments to Seaside Municipal Code Title 17, section 17.14.030, as reflected on the attached Exhibit A. The new language is shown in underline and removed language is shown in strikeout.

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 ____ day of May, 2021.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the __ day of _____, 2021, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

EXHIBIT A

TABLE 2-4 – Allowed Land Uses and Permit Requirements for Commercial Zones

P Permitted Use, Zoning Clearance required MUP Minor Use Permit required (see Section 17.62.070) UP Use Permit required (see Section 17.62.070) – Use not allowed LAND USE ⁽¹⁾	CMX – Commercial Mixed Use					
	CC – Community Commercial					
	CRG – Regional Commercial					
	CA – Automotive Regional Commercial					
	CH – Heavy Commercial					
	PERMIT REQUIRED BY ZONE					Specific Use Regs
	CMX	CC	CRG	CA	CH	

INDUSTRY, MANUFACTURING & PROCESSING, WHOLESALING

Artisan/craft product manufacturing	UP	UP	–	–	P	<u>All Cannabis uses: SMC Title 19</u>
Cannabis cultivation	MUP*	–	–	–	–	
Cannabis manufacturing	MUP	MUP	–	–	MUP	
Cannabis related processing	MUP	MUP	–	–	MUP	
Cannabis research and development	MUP	MUP	–	–	MUP	
Cannabis testing	P	P	–	P	P	

<u>Cannabis Microbusinesses⁷</u>	<u>MUP</u>	<u>MUP</u>	<u>MUP</u>	<u>MUP</u>	<u>MUP</u>	<u>WBUY⁸</u>
<u>Cannabis Retail⁹</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	<u>WBUY¹⁰</u>

⁷ A Minor Use Permit for a Cannabis Microbusiness shall not result in a new Cannabis Retail business. An existing Cannabis Retail business to be reclassified as a Cannabis Microbusiness shall require a new Conditional Use Permit in accordance with Seaside Municipal Code Title 19.

⁸ In the West Broadway Urban Village, a Cannabis Microbusiness requires a Minor Use Permit.

⁹ Cannabis Retail businesses require a Conditional Use Permit in accordance with Seaside Municipal Code Title 19.

¹⁰ In the West Broadway Urban Village, a Cannabis Retail business requires a Conditional Use Permit in accordance with Seaside Municipal Code Title 19.



CITY OF SEASIDE STAFF REPORT

Item No.: 10.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Director

DATE: May 20, 2021

**SUBJECT: CONSIDER APPROVAL OF THE PARKS & RECREATION
COMMISSIONS RECOMMENDATION FOR EXTENDING THE
TRIAL PERIOD FOR THE USE OF PICKLEBALL AT THE WHEELER
STREET TENNIS COURTS FOR ONE YEAR.**

RECOMMENDATION

Approve the recommendation from the Parks and Recreation Commission to continue to allow Pickleball as an acceptable use of the Wheeler Street Tennis Courts on two of the four courts on Wednesdays, Fridays, and Sundays for one year.

BACKGROUND

On November 17, 2019 staff received and email from a resident to be read into the record during public comment for the November 18, 2019 Parks and Recreation Commission meeting. The email had three objectives that they wanted the commission review and consider.

- Have a Pickleball added to the future plans for the Parks and Recreation Department.
- Have Pickleball allowed on a trial basis, with temporary lines on the tennis courts.
- Potentially have permanent lines added to the tennis courts that would allow two Pickleball courts on each tennis court.

On Monday December 16, 2019 there was an item on the Parks and Recreation Commissions agenda to discuss Pickleball as a possible use at the Wheeler Street tennis courts. Members of the Pickleball community attended this meeting and provided information about the sport, and what they would like to see in the future. They stated

that Pickleball is a healthy outdoor activity that is one of the fastest growing sports in the country within the senior community. Pickleball is played on a badminton sized court with a 36' high net, and it could also be played indoors if space allows. The group then went over their 3 objectives and stated that items one and three on their list were long-term objectives with number two being the starting point. They also stated that during the trial period, players would use painters tape to mark off the lines while using the existing tennis net. There was also discussion about the sign that is currently posted at the Wheeler Street tennis courts that states "Only Tennis is allowed on Tennis Courts". After the discussion the commission voted to recommend to the City Council to allow Pickleball on all four courts Monday-Sunday with a temporary sign allowing the use for a trial period of 6 months. Also, allowing players to lay down painters tape to line the courts and remove the tape when finished. However, during the agenda setting process for the Parks and Recreation Commission for the January 2020 meeting, the Chair of the commission wanted to revisit the recommendation from the previous meeting and added the item back to the agenda to open the discussion back up after hearing about some of the challenges that neighboring cities were having with Pickleball.

At the January 13, 2020 commission meeting another discussion took place about some potential concerns with Pickleball. They discussed the potential challenges of parking and the noise level. After the discussion the commission voted to modify the initial recommendation of allowing Pickleball to use all four of the tennis courts everyday of the week, to the new recommendation of limiting the use to two of the courts on Wednesdays, Fridays, and Sundays for a trial period of six months. After the six month trial period the commission will solicit input from the neighbors surrounding the tennis courts, and the tennis patrons, to get feedback on having Pickleball at the tennis courts. They will use the feedback to determine the next steps for Pickleball at the Wheeler Street tennis courts.

At the February 6th, 2020 City Council meeting, the City Council voted to approve the Parks and Recreation Commissions recommendation to allow Pickleball on a trail basis at the Wheeler Street Tennis courts for six months. Shortly after the approval the COVID 19 Pandemic hit the country. During this time, state and county officials issued a shelter in place order which required the closure of park amenities including tennis courts. The tennis courts remained closed until September of 2020. When the courts were able to re-open, they were limited to singles play only, and had limitations on the amount of people allowed at the courts. The courts were able to be fully opened limited restrictions when Monterey County entered the Red Tier in March 2021. Since there was a prolonged closure because of the pandemic, the trial use period was extended.

On April 19, 2021 the Parks & Recreation Commission held a special meeting to revisit Pickleball's trial use period. In an effort to solicit feedback from the residents, and other users of the tennis courts. A letter was sent out to residents who live within a 300 foot radius of the courts informing them about the special meeting and the ways to participate and provide feedback. Fliers were also posted at the tennis courts with the

information about the meeting and the ways to participate. At the meeting, there was a good discussion about the trial period with a lot of feedback that was both for and against the use of Pickleball at the tennis courts. The residents main issues with Pickleball, is the increased traffic in the neighborhood along with limited parking which is causing the users of the courts to park in front of houses and in some cases blocking driveways. There was also a lot of concern with the amount of people coming to the courts, and not abiding by the approved days. The noise level of the game, and the increased amount of garbage around the courts were also a concern of the residents. The Pickleball players who are local residents as well as players from other cities were very appreciative for allowing the use. They love the location and said it has been a welcomed addition to the rotation of courts they can play at on the peninsula. After the discussion the commission voted unanimously to recommend to the City Council to extend the trial period for Pickleball for another year.

FISCAL IMPACT

There is no fiscal impact with this request.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:



Craig Malin, City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 10.B.

TO: City Council

FROM: Craig Malin, City Manager

BY:

DATE: May 20, 2021

**SUBJECT: CONSIDER AND APPROVE THE NOTE AND SECURITY IN
INTEREST IN THE CPY BUILDING LOCATED AT 775 KIMBALL
AVENUE**

RECOMMENDATION

Approve \$200,000.00 note and security interest in the CPY building located at 775 Kimball Street and authorize the City Manager, in conjunction with the City Attorney, to take all actions to implement the transaction.

BACKGROUND

The Community for Youth Partnership (CPY) has been located in Seaside for decades at 775 Kimball Avenue. CPY provides much needed services to the youth in our community. An opportunity has arisen that will allow CPY to purchase the location and at the same time will provide needed office space for City workers (in particular our new community social workers). Given the issues with state laws relating to disposal/transfer of City land interests (Surplus Lands Act), it is the recommendation of staff that a Note and deed of trust, which creates a security interest in the property will protect the City's interests while not invoking the Surplus Lands Act. As currently drafted, the deed of trust will be in consideration of a ten (10) year .44% interest loan which may be repaid with cash or in kind pursuant to agreement. The interest rate is set pursuant to the Local Agency Investment Fund rate for the first quarter of 2021. It is anticipated that a new lease agreement will be crafted within a reasonable period of time after recording the deed of trust which will outline how and the amount of principal offset is created. This arrangement will allow CPY to complete its purchase, provide much needed office space for the City, maintain youth services within our City and allow CPY time to work on its capital campaign.

FISCAL IMPACT

Net neutral-reduction in rent for City.

ATTACHMENTS

1. Resolution approving Loan
 2. note -cpy
 3. DRAFT Deed of Trust
-

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

RESOLUTION NO. 2021--

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
AUTHORIZING ISSUANCE OF A NOTE AND DEED OF TRUST TO THE COMMUNITY FOR
YOUTH PARTNERSHIP (CPY) ON THE BUILDING LOCATED AT 775 KIMBALL AVENUE**

WHEREAS, the CPY is a non-profit corporation that provides essential services to Seaside's at risk youth and has been located in Seaside for decades; and

WHEREAS, the opportunity to purchase 775 Kimball Avenue, arose suddenly and without the time necessary for CPY to conduct a capital campaign and now has a very limited amount of time within which to close escrow; and

WHEREAS, the City of Seaside has currently rented office space for its staff and in particular its two new community social worker positions; and

WHEREAS, CPY has agreed to make two office spaces available for the City's staff; and

WHEREAS, the Local Agency Investment Fund (LAIF) rate for the first quarter of 2021 is .44 percent; and

WHEREAS, the City of Seaside has the opportunity to assist CPY with the purchase of 775 Kimball, thus creating a stable location for the provision of essential youth services, while at the same time providing additional office space for its workers.

NOW, THEREFORE, BE IT RESOLVED that the City of Seaside hereby approves a ten-year point 44 percent (.44%) interest secured loan in the amount of \$200,000 to CPY and authorizes the City Manager, in conjunction with the City Attorney, to draft all documents, take all steps and actions necessary to timely implement the loan and the subsequent lease/repayment Agreement with the CPY.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside May 20, 2021 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk

SECURED PROMISSORY NOTE

\$200,000

May____, 2021

FOR VALUE RECEIVED, the undersigned COMMUNITY PARTNERSHIP FOR YOUTH (CPY), a California non-profit corporation (the "Maker"), hereby promises to pay to the order of CITY OF SEASIDE, a general law city, (the "Lender"), whose address is 440 Harcourt Avenue, Seaside, California 93955, or such other address as Lender may from time to time direct, in lawful money of the United States, the principal sum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00), and interest as provided below.

1. Payments; Interest.

The principal amount of this Promissory Note (the "Note"), shall be paid in full no later than December 31, 2031 (the "Maturity Date"). This is point 44 percent (.44%) interest loan. The principal sum may be reduced or offset by cash or in kind through the provision of leased space for two social workers, the terms for which Lease shall be negotiated within a reasonable time after the execution of the Note and Deed of Trust.

2. Prepayments.

This Note may be prepaid in whole or in part at any time without any prepayment premium or penalty.

3. **Consideration and Security.** The consideration for this loan shall be the execution and subsequent recording of a Deed of Trust with payment of rents, executed by Maker in favor of Lender (the "Deed of Trust"). Said Deed of Trust shall be recorded against the property no later than May 31, 2021.

4. **Waiver; Accrual of Payments.** Maker waives presentment, protest and demand, notice of protest of demand and of dishonor and non-payment of this Note, and expressly agrees that this Note, or any payments hereunder, may be extended from time to time without in any way affecting the liability of Maker. Lender shall not by any act or omission be deemed to have waived any rights or remedies Lender may have hereunder, unless such waiver is in writing and signed by Lender, and then only to the extent specifically set forth therein. A waiver by Lender of one event shall not be construed as containing or as a bar to or waiver of such right or remedy on a subsequent event. If Maker does not make any scheduled payment of principal or interest hereunder, such unpaid amount will accrue and continue to bear interest, and any accrued but unpaid amount will be paid to Lender, on each annual payment date set forth above, prior to any distribution of incentive management fees or residual cash flow being made to Maker's partners under the partnership agreement governing the Maker. All unpaid principal and accrued interest, even if accrued pursuant to the preceding sentence, will be due and payable on the Maturity Date.

5. **Miscellaneous.**

(a) Notices. All notices, demands, consents, requests or other communications that are either required or contemplated in connection with this Note shall be in writing, and shall be deemed given to the intended recipient thereof upon the earlier of: (a) actual delivery thereof at the address designated below for such intended recipient; (b) the first business day (excluding federal and state holidays, Saturdays and Sundays) after deposit for next business day delivery with a nationally recognized, reputable commercial courier service, such as Federal Express, with all charges prepaid; or (c) the third business day (excluding federal and state holidays, Saturdays and Sundays) after the deposit thereof at any main or branch United States post office with postage prepaid for delivery thereof via certified or registered first class mail, return receipt requested, and in any such case addressed as follows:

If to Maker: Community Partnership for Youth (CPY)
 PO Box 42
 Monterey, CA 93942
 Attn: Shari Hastey
 Email: respect@cpy.org

If to Lender: City of Seaside
 440 Harcourt Avenue
 Seaside CA 93955
 Attn: City Manager

With an e-mail to : Seaside City Attorney's Office
 cityattorney@ci.seaside.ca.us

By notice complying with the foregoing provisions of this paragraph, Maker and Lender may from time to time change the above addresses applicable to them for the purposes hereof, except that any such notice shall not be deemed delivered until actually received.

(b) Rights or Remedies Cumulative. The rights or remedies of Lender as provided in this Note shall be cumulative and concurrent, and may be pursued singularly, successively or together. The failure to exercise any such right or remedy shall in no event be construed as (i) a waiver of the rights to the later exercise thereof, or (ii) the release thereof.

(c) Severability. If any term, covenant or provision contained in this Note, or the application thereof to any person or circumstance, shall be determined to be void, invalid, illegal or unenforceable to any extent or shall otherwise operate to invalidate this Note, in whole or part,

then such term, covenant or provision only shall be deemed not contained in this Note; the remainder of this Note shall remain operative and in full force and effect shall be enforced to the greatest extent permitted by law as if such clause or provision had never been contained herein or therein; and the application of such term, covenant or provision to other persons or circumstances shall not be affected, impaired or restricted thereby.

(d) Governing Law. This Note shall be construed in accordance with, and governed by, the laws of the State of California.

(e) Captions. The captions or headings at the beginning of any paragraph or portion of any paragraph in this Note are for the convenience of Maker and Lender and for purpose of reference only and shall not limit or otherwise alter the meaning of the provisions of this Note.

(f) Subsequent Holders. Upon any endorsement, assignment or other transfer of this Note by Lender or by operation of law, the term "Lender" as used herein shall mean the endorsee, assignee, other transferee or successor to Lender then becoming the holder of this Note; provided that Lender shall not transfer its rights under the Note without the written consent of Maker.

(g) Subsequent Obligors. This Note and all provisions hereof shall be binding on all persons claiming under or through Maker. The term "Maker" as used herein, shall include the respective successors, assigns, legal and personal representatives, executors, administrators, devisees, legatees and heirs of Maker.

IN WITNESS WHEREOF, Maker has executed this Promissory Note as of the date set forth above.

COMMUNITY PARTNERSHIP FOR YOUTH
(CPY)

By: _____
Shari Hastey
Its: Executive Director

Recording requested by:
City of Seaside

And when recorded, mail to:
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

For recorder's use

**DEED OF TRUST AND
ASSIGNMENT OF RENTS
SECURING A PROMISSORY
NOTE**

Declaration of Exemption From Gov't Code § 27388.1 Fee

- ☐ Transfer is exempt from fee per GC § 27388.1(a)(2):
☐ recorded concurrently "in connection with" transfer subject to DTT
☐ recorded concurrently "in connection with" a transfer of residential dwelling to an owner-occupier
☐ Transfer is exempt from fee per GC 27388.1(a)(1):
☐ Fee cap of \$225.00 reached ☐ Not related to real property

This Deed of Trust, made this 21st day of May, 2021 between Community Partnership for Youth, whose address is 775 Kimball Avenue, Seaside, CA 93955, as the Trustor, Old Republic Title, a California Corporation, as the Trustee, and City of Seaside, whose address is 440 Harcourt Avenue, Seaside, CA 93955 as the Beneficiary.

1. Trustor hereby **IRREVOCABLY GRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE**, the real property in the City of Seaside, County of Monterey, California, referred to as:

Villa Subd Lot4 RoNoche Buena Sub B of Lot 4 Blk 2 EXC POR Describe in Volume 1591
PG 512
APN: 012-371-050

TOGETHER WITH the rents, issues and profits of the real property, subject to the provisions of §3.4, herein to collect and apply the rents, issues and profits,

1.2 For the purpose of securing payment of:

- a) the indebtedness evidenced by a promissory note of the same date executed by Trustor, in the principal sum of \$200,000;
- b) Any additional sums and interest hereafter loaned by Beneficiary to the then record Owner of the real property, evidenced by a promissory note or notes, referencing this Deed of Trust as security for payment;
- c) The Beneficiary's charge for a statement regarding the secured obligations requested by or for Trustor; and
- d) The performance of each agreement contained in this Deed of Trust.

2. To protect the security of this Deed of Trust, Trustor agrees:

2.1 CONDITION OF PROPERTY – To keep the property in good condition and repair; not to remove or demolish any building; to complete and restore any building which may be constructed, damaged or destroyed; to comply with all laws affecting the property or requiring any alterations or improvements to be made; not to commit or permit waste; to cultivate, irrigate,

fertilize, fumigate, prune and do all other acts which from the character or use of the property may be reasonably necessary.

2.2 HAZARD INSURANCE – Trustor will continuously maintain hazard insurance against loss by fire, hazards included within the term “extended coverage,” and any other hazards for which Beneficiary requires insurance. The insurance will be maintained in the amounts and for the periods Beneficiary requires. The insurance carrier providing the insurance will be chosen by Trustor, subject to Beneficiary’s approval, which will not be unreasonably withheld. All insurance policies will be acceptable to Beneficiary, and contain loss payable clauses acceptable to Beneficiary. Beneficiary will have the right to hold policies and renewals.

In the event of loss, Trustor will give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Trustor. Beneficiary may place the proceeds in a non-interest bearing account to be used for the cost of reconstruction of the damaged improvements. If Trustor fails to reconstruct, Beneficiary may receive and apply the loan proceeds to the principal debt hereby secured, without a showing of impairment.

2.3 ATTORNEY FEES – To appear in and defend any action or proceeding purporting to affect the security, or the rights and powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidencing title and attorney fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

2.4 TAXES AND SENIOR ENCUMBERANCES – To pay at least 10 days before delinquency: all taxes and assessments affecting the property, including water stock assessments when due, all encumbrances, charges and liens, with interest, on the property which are or appear to be senior to this Deed of Trust; and all expenses of this Deed of Trust.

2.5 ACTS AND ADVANCES TO PROTECT THE SECURITY – If Trustor fails to make any payment or to perform any act provided for in this Deed of Trust, then Beneficiary or Trustee may, without obligation to do so, and with or without notice or demand upon Trustor, and without releasing Trustor from any obligation under this Deed of Trust:

- a) Make or do the same to the extent either deems necessary to protect the security, Beneficiary or Trustee being authorized to enter upon the property to do so;
- b) Appear in or commence any action or proceeding purporting to affect the security, or the rights or powers of Beneficiary or Trustee;
- c) Pay, purchase, contest or settle any encumbrance, charge or lien that appears to be senior to this Deed of Trust.

In exercising the power of this provision, Beneficiary or Trustee may incur necessary expenses, including reasonable attorney fees.

Trustor to immediately pay all sums expended by Beneficiary or Trustee provided for in this Deed of Trust, with interest from date of expenditure at the same rate as the principal debt hereby secured.

3. It is further mutually agreed that:

3.1 ASSIGNMENT OF DAMAGES –Any award of damages made in connection with:

- a) Condemnation for use of or injury to the property by the public, or conveyance in lieu of condemnation; or
- b) Injury to the property by any third party;

is assigned to Beneficiary, who may apply or release the proceeds of such an award in the same manner and with the same effect as above provided for the disposition of hazard insurance proceeds.

3.2 WAIVER – By accepting payment of any sum due after its due date, Beneficiary does not waive Beneficiary’s right to either require prompt payment when due of all other sums or to declare a default for failure to pay. Beneficiary may waive a default of any agreement of this Deed of Trust, by consent or acquiescence, without waiving any prior or subsequent default.

- 3.3 DUE-ON-SALE** – If Trustor decides to sell, transfer or convey any interest in the property, legal or equitable, either voluntarily or by operation of law, then Beneficiary may, at Beneficiary’s option, declare all sums secured by this Deed of Trust immediately due and payable.
- 3.4 ASSIGNMENT OF RENTS** – Trustor hereby assigns and transfers to Beneficiary all right, title and interest in rents generated by the property, including rents now due, past due, or to become due under any use of the property, to be applied to the obligations secured by this Deed of Trust.
- a) Prior to a default on this Deed of Trust by Trustor, Trustor will collect and retain the rents
 - b) On default by Trustor, Beneficiary will immediately be entitled to possession of all unpaid rents.
- 3.5 ACCELERATION** – If payment of any indebtedness or performance of any agreement secured by this Deed of Trust is in default, Beneficiary may at Beneficiary’s option, with or without notice to Trustor, declare all sums secured immediately due and payable by:
- a) Commencing suit for their recovery or for foreclosure of this Deed of Trust
 - b) Delivering to Trustee a written notice declaring a default with demand for sale; a written Notice of Default and election to sell to be recorded by Trustee.
- 3.6 TRUSTEE’S SALE** – On default of any obligation secured by this Deed of Trust and acceleration of all sums due, Beneficiary may instruct Trustee to proceed with a sale of the secured property under the power of sale granted herein, noticed and held in accordance with California Civil Code §2924 et seq.
- 3.7 TRUSTOR’S OFFSET STATEMENT** - Within 10 days of Trustor’s receipt of a written request by Beneficiary, Trustor will execute a written estoppel affidavit identifying for the benefit of any assignee or successor in interest of Beneficiary: the then owner of the secured property; the terms of the secured note, including its remaining principal balance; any taxes or assessments due on the secured property; that the secured note is valid and the Trustor received full and valid consideration for it; and that Trustor understands the note and this Deed of Trust are being assigned.
- 4. ADDENDA** – If any of the following addenda are executed by Trustor and recorded together with this Deed of Trust, the covenants and agreements of each will incorporate, amend and supplement the agreements of this Deed of Trust (check applicable boxes by hand): ☐ owner-occupancy rider; ☐ all-inclusive trust deed addendum; ☐ impounds for taxes and insurance addendum ☐ Private Mortgage Insurance (PMI) rider ☐ other:
- 5. RECONVEYANCE** – Upon written request from Beneficiary stating that all sums secured by this Deed of Trust have been paid, surrender of this Deed of Trust and the note to Trustee for cancellation, and payment of Trustee’s fees, Trustee will reconvey the property held under this Deed of Trust.
- 6. SUCCESSORS, ASSIGNS AND PLEDGEES** – This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary will mean the holders and owner of the secured note, or, if the note has been pledged, the pledgee.
- 7. TRUSTEE’S FORECLOSURE NOTICES** – The undersigned Trustor(s) requests a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to Trustor at the address herein set forth.

Date: _____ Trustor: _____
(signature)

Date: _____ Trustor: _____
(signature)



CITY OF SEASIDE STAFF REPORT

Item No.: 10.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: David Little, Building Official

DATE: May 20, 2021

**SUBJECT: CONSIDER THE APPROVAL OF THE NEIGHBORHOOD
IMPROVEMENT COMMISSIONS RECOMMENDATIONS**

RECOMMENDATION

Approve the Neighborhood Improvement Commissions proposal for the use of collected TOT funds generated by short term rentals and allocated for community and park improvements.

BACKGROUND

In 2018, upon completion a lengthy study process and significant public input, the Short Term Rental (STR) program was created. The City Council adopted two notable ordinances, namely Ordinance 1053 establishing the provisions for licensing short term rentals and Ordinance 1054 which directed all transient occupancy tax (TOT) generated by short term rentals to be accounted for in a separate fund with 50% reserved for affordable housing projects and 50% reserved for neighborhood improvement projects to be recommended to the City Council by the Neighborhood Improvement Commission (NIC).

On May 4th, 2021, the NIC held a special meeting and voted upon projects to recommend to the City Council. These projects are identified and included herein as EXHIBIT A, as unanimously recommended by the Neighborhood Improvement Commission.

FISCAL IMPACT

The total sum for community and park improvements recommended herein by the Neighborhood Improvement Commission for consideration by the City Council does not

exceed the allowed percentage and amount of TOT net revenues collected and allocated for such improvements.

ATTACHMENTS

1. NIC EXHIBIT A
-

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

EXHIBIT A

NIC RECOMMENDATIONS:		AMOUNT:	COMMENTS:
1.	CITYWIDE CLEAN UP	\$2,500.00	NIC has organized numerous neighborhood clean up activities over the years. These events have been enormously popular and can help in reducing blight.
2.	ADVERTISING FOR STRUGGLING SEASIDE BUSINESSES	\$4,000.00	When Seaside businesses struggle, our community suffers. Vacant buildings often become magnets for the accumulation of junk, litter and graffiti. NIC promotes the success of local businesses striving to make Seaside a better place to live and work.
3.	20 TREES IN CITY PARKS	\$4,000.00	NIC recommended park improvements in collaboration with Recreation and Parks Commission.
4.	ACCESSIBLE ADA MERRY-GO-ROUND AT LAGUNA GRANDE PARK	\$20,000.00	NIC recommended park improvements in collaboration with Recreation and Parks Commission.
5.	1601 FREMONT BLVD - VACANT PROPERTY AT N/W CORNER OF FREMONT BLVD. AND BROADWAY AVE.	\$20,000.00	This empty lot prominently located at lower Broadway has been ill maintained for many years. Commonly covered with tall weeds, it negatively affects surrounding improvements. NIC would like to facilitate collaborative beautification efforts between the city and property owner. Ideas could include possible purchase or lease.
6.	SIGNAGE AT PARKS, SONOMA BASKETBALL COURT AND BROADWAY AVENUE	\$30,000.00	Larger decorative wood signs to match at parks. Metal sign(s) for Sonoma basketball court - attach to chainlink fencing. Street name sign(s) Broadway Ave.
7.	SAN PABLO PEDESTRIAN BRIDGE	\$30,000.00	Beautification of San Pablo bridge in collaboration with Arts and History Commission.
8.	SIDEWALK IMPROVEMENTS - GRINDING OF TRANSITIONS BETWEEN STREETS AND SIDEWALKS	\$66,000.00	NIC recommended neighborhood improvements
TOTAL		\$176,500.00	



CITY OF SEASIDE STAFF REPORT

Item No.: 10.D.

TO: City Council

BY: Craig Malin, City Manager

DATE: May 20, 2021

**SUBJECT: AUTHORIZE CITY MANAGER TO EXECUTE CONTRACT WITH
NBS IN THE AMOUNT OF \$32,500.00 TO ASSIST IN THE
CREATION OF A COMMUNITY FACILITIES DISTRICT (CFD)**

PURPOSE & RECOMMENDATION

Authorize City Manager to execute contract with NBS in the amount of \$32,500.00 to assist in the creation of a Community Facilities District (CFD).

BACKGROUND

A Community Facilities District (CFD) allows California cities to establish new taxation districts which permit the funding of infrastructure, facilities and services required by new development by the district in which the new development is sited. In doing so, current citizens of the city can be assured that new development is paying its own way.

With Seaside now in possession of substantial tracts of the former Fort Ord and poised for growth in the years ahead, it is an appropriate time to create a CFD, or multiple CFDs, within the City's municipal limits. The City released a Request For Proposals for a consulting firm which specializes in the formation of CFDs in late April. The City received three proposals which were reviewed by a staff committee.

Following review by the staff committee, reference checks were conducted, with the resulting staff recommendation to contract with NBS. The NBS proposal is attached.

ATTACHMENTS

1. NBS CFD Proposal
-

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

Aerial view of City of Seaside
via Google Earth



CITY OF SEASIDE

Proposal for:

Formation of a Community Facilities District (CFD)

May 6, 2021

INFORMATION PAGE

Firm Submitting Proposal:

NBS Government Finance Group, DBA: NBS

Project Leader Contact Information:

Sara Mares, Director

870 Market Street, Suite 1223

San Francisco, CA 94102

T: 800.434.8349

F: 415.391.8439

E: smares@nbsgov.com



870 Market Street, Suite 1223
San Francisco, CA 94102
Toll free: 800.434.8349

nbsgov.com

May 6, 2021

Craig Malin
City Manager
City of Seaside
440 Harcourt
Seaside, CA 93955

RE: Proposal for Formation of a Community Facilities District (CFD)

Dear Mr. Malin,

We understand that the City of Seaside (City) requires a special tax consultant to form new Community Facilities Districts (CFD) related to the redevelopment of the former Fort Ord site. It is important that any new CFD formed incorporates the current plans for development but also provides flexibility to accommodate changes to those development plans. Various technical and legal challenges must be successfully addressed, as well as the long-term administration needs.

NBS has recently completed similar CFD formation projects for other City clients, including other base reuse projects, and is uniquely situated to assist the City. We take a sensible approach to CFD formations, balancing those needs mentioned above. NBS also provides ongoing administration of many CFDs across the State. Importantly, NBS has worked in Monterey County for more than 15 years, so we are familiar with County departments as well as the County Assessor's data.

Staff assigned to this project has 40-plus years of collective experience forming and administering CFDs. During that time, we have developed and refined our CFD rate modeling pro forma as well as kept up to date with recent legal challenges and changes. Of late, the issue of Accessory Dwelling Units has come to the fore and we recommend addressing in each RMA how those units might be taxed within a CFD.

Additionally, staff assigned to the CFD Formation and Bond Issuance Disclosure projects are registered Municipal Advisor Representatives and bring that training to both the infrastructure CFD formation as well as the subsequent bond issuance disclosure. When NBS represents a public agency, we are your advocate. NBS does not act as a developer consultant for CFD formation work, so we are positioned to fully advocate for City interests.

For these reasons, we believe that NBS is the most qualified firm to provide these CFD services. NBS' long history of providing these services gives us the advantage of being able to develop solutions that will make long-term sense to the City, its property owners, and constituents.

Please contact me at 800.434.8349 or via email at smares@nbsgov.com if you have any questions or would like to discuss our professional qualifications further. We would genuinely like to work on this project and help the City move forward successfully.

Sincerely,

A handwritten signature in blue ink that reads "Sara Mares". The signature is fluid and cursive, with the first name "Sara" and last name "Mares" clearly distinguishable.

Sara Mares, Director

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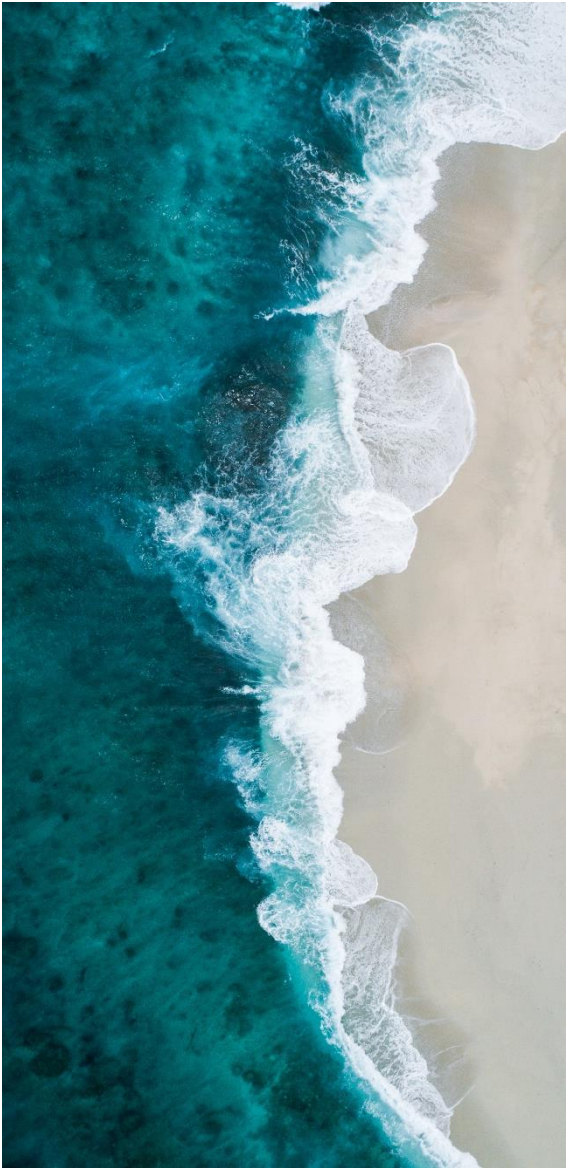
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1 | DESCRIPTION OF STUDY UNDERSTANDING

The City is looking for a Consultant to assist in the formation of a Community Facilities District (CFD) of approximately 830 acres to finance the operations, maintenance, and administration of services and facilities associated with the development of land, which is largely but not exclusively under City ownership, of a former military base (the former Fort Ord). The area includes two specific plans, largely unbuilt as yet, including a 1,485-dwelling unit “Campus Town” project with mixed uses including commercial and a hotel, and a “Main Gate” project of approximately 500,000 square feet of retail and a 250 room hotel. The “Main Gate” project will likely be transitioned to be a mixed-use residential / commercial project in the future. Water infrastructure and a new fire station are among the expected facilities to be constructed within the CFD. The scope of services for this project requires a project team with extensive experience in special tax consulting and the formation of community facilities districts.

NBS will approach this project as a problem solver and advocate for the City. Upon award of contract, our first order of business is to hold a kickoff meeting to establish lines of communication with City staff and sketch out project milestones, including regular check ins. At that meeting, we will also seek to understand the specific nuances related to this project and the proposed development. While we have decades of experience forming and administering CFDs, each project is unique, and the solution will reflect that.

Provided below are the areas the City’s Selection Committee values as it considers a Consultant for forming a CFD.

PROJECT MANAGER AND TEAM EXPERIENCE

As the assigned project manager of this engagement, Sara Mares has more than 20 years of experience with NBS. Specializing in the formation of Community Facilities Districts and related bond issuance, Sara co-authored NBS’ *Community Facilities Districts* publication and is highlighted in our video on the same topic. More information can be found in *Section 6 Qualifications*. The additional team members proposed for this project have nearly two decades of combined experience with district formation operations. Our team’s qualifications are detailed in *Section 5 Personnel*.

ADHERANCE TO TIME FRAMES

The ultimate proof of meeting deadlines is best provided by our client references as found in *Section 7 Representative Study Descriptions/Client References*. We highly encourage you to contact these references.

CLIENT RESPONSIVENESS

Again, our clients are the best advocates of how we respond to our clients’ requests. Please contact the references we have provided in *Section 7*.

QUALITY OF WORK

Our team offers an extensive array of technical experience that will be essential for successfully completing this project. Quality assurance and quality control are paramount on every aspect of this endeavor. NBS has redundant review processes and quality control systems in place to ensure the highest level of accuracy and service, including the following:

- Various cross checks on data; reconciliation of data to source files
- Management review of all processes and systems; monthly status reports
- Peer and management review of reports
- Review and sign off by appropriate agency staff, legal counsel and others on the project team
- Routine reminders regarding project timeline and outstanding data requests



This commitment to the quality of our work has allowed us to consistently provide outstanding services to our clients.

COMMUNITY RELATIONS

Throughout the formation process, NBS will participate in meetings with project stakeholders and City Council members. Some of the first questions we ask will be geared toward gaining an understanding of the needs of the City and community as a whole. We regularly present to such legislative bodies and have developed published resources that provide background on the CFD as a financing tool. NBS has a toll-free phone number available for citizens to make contact should any questions arise with regard to the proposed CFD.

EFFECTIVE COMMUNICATION

As your dedicated Project Manager, I have extensive experience working with all aspects of the formation and debt issuance process, including planning, project management, budget analysis, rate modeling, financial analyses, formulation of rate and methods of apportionment, and communicating these sometimes complex topics into understandable terms for citizens, elected officials and City staff to comprehend. I speak regularly at both conferences geared to public officials and in public forums such as City Council Meetings.

TAILOR MADE

Each agency has specific needs and objectives related to its CFD formation and revenue program. NBS' strong suit is identifying and meeting those needs. Our kickoff meeting will:

- Establish lines of communication
- Clarify the specific project goals and criteria that will meet the City's preference
- Identify and resolve any special circumstances regarding the formation of the CFD
- Develop project schedule to meet legal requirements and provide for effective interaction of all involved parties
- Establish meeting dates consistent with the schedule to achieve project milestones

OFFICE LOCATIONS

Our regional office is located in San Francisco with our headquarters based in Temecula. We have the tools to accomplish all aspects of the project's work plan remotely from NBS offices. We utilize video conferencing, email and telephone to coordinate on the project and review deliverables in an effective manner. We also have staff available to travel to on-site meetings as needed and as may be appropriate.

Registered Municipal Advisor

NBS is registered with the Municipal Securities Rulemaking Board (MSRB) and the U.S. Securities Exchange Commission (SEC) as a Municipal Advisor (MA).

Pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act, firms providing advice with respect to municipal financial products or the issuance of municipal securities shall be registered as an MA with the MSRB and the SEC.

2 | METHODOLOGY

The overall goal of the City will be to adopt a methodology that is fair and equitable, accommodates future development, is easy to administer and will ensure that the special tax is apportioned as outlined in the special tax report. NBS' first step to formulating a methodology that meets the City's stated goals is to gain a clear understanding of the underlying property data, the proposed land use/development plans, the specific goals related to the use of the CFD, and any community concerns or issues. We bring our years of experience handling ongoing CFD administration to bear as we create a formula that relies on objective, available data. Our prior work fixing troubled districts provides valuable perspective as we craft a special tax structure that is thoughtfully designed and resilient to future changes.

3 | SCOPE OF WORK

Exhibit A

To ensure full compliance with the City's requirements, we have provided the Scope of Services below as noted within the RFP. *We have annotated this Scope in italics for clarity in our response, as well as to add additional steps that NBS recommends as necessary for robust support of the CFD.*

1. GATHERING OF INFORMATION

The Consultant shall meet with city staff to establish the CFD's schedule of events, procedural and financial considerations, discuss the proposed operations and maintenance costs of the various facilities/services and their eligibility, identify the boundaries of the CFD and establish criteria to meet the goals of the formation.

NBS will meet with City staff and the project team to gain a clear understanding of the goals and objectives, unique factors and desired outcomes.

2. EVALUATION OF THE FINANCING ALTERNATIVES

Consultant will prepare a special tax methodology to present to City staff and legal counsel. The final special tax methodology shall provide the following:

- A. Description of the maintenance & operations for services/facilities and the administrative overhead to be subject to the special tax including cost estimates.
- B. Calculation of a special tax rate which captures all or as many costs as possible including administration costs and also includes an escalator to help cover increased costs due to inflation, and into perpetuity.
- C. A special tax methodology which allows future developments to be annexed into the District.
- D. A special tax methodology that adheres to the current laws and statutes.
- E. Allocation of the special tax to fairly spread costs between all affected parcels.

Based on our understanding of the project goals, NBS will provide a proforma analysis illustrating the special tax methodology, including all assumptions related to the costs/debt/development. NBS will also provide a draft of the Rate and Method of Apportionment that expresses the calculations in words and provides provisions for the annexation of future development.

3. PREPARATION OF REQUIRED DOCUMENTS / DOCUMENT REVIEW

In coordination with the City Staff and legal counsel, consultant will review and prepare various documents required for the District formation proceedings. The Consultant shall assist City Attorney / Legal Counsel with the preparation of required documents, including the Resolution of Intention, Resolution of Formation, and related items as deemed necessary. Consultant shall also provide necessary data and advice to City Attorney / Legal Counsel regarding the implementation of the CFD.

This task includes the following:

- A. Preparation of a special tax report detailing all costs and services to be subject to the special tax, parcels included in the District and the special tax methodology used to calculate the rate.

- B. Review all costs and services to ensure that the operations, maintenance, and overhead costs of the City are being met and to ensure that the anticipated flow of special tax revenues are consistent with assumptions used in the special tax methodology.
- C. Preparation of necessary Boundary Diagrams/Maps.

NBS will work with City staff, legal counsel and any other members of the project team to prepare the required CFD documents, including the Rate and Method of Apportionment, Resolutions, Special Tax Report, Boundary Map, Ballots and Notices. Work product will go through our rigorous internal review process before being distributed to the project team.

4. CLASSIFICATION OF PROPERTY

The Consultant shall determine an appropriate special tax classification for each parcel located in the CFD and shall include the following subtask:

- A. Exempt Property: Identify all property owned by public agencies or entities otherwise exempt from the special tax and classify as exempt property.

In addition to property owned by a public agency, NBS will identify all property that is anticipated to be non-taxable in the future such as parks, schools, open space, etc. Consideration will also be made for any affordable housing or other property that may be exempt under the requirements related to the Welfare Exemption provisions of the CFD Act.

5. PROJECT TEAM MEETING

Consultant will meet with City staff to review the preliminary analysis of the special tax methodology. Based upon the comments received at the meeting, Consultant will finalize the methodology.

6. MEETING ATTENDANCE

Consultant staff shall attend meetings with City staff to acquire information, present methodology, and review formation documents. Attendance at City Council meetings to present information and answer questions as necessary. In addition, Consultant's team members will attend any informational property owner meetings as requested by the City. It is expected that at all meetings Consultant will be providing advice and be available to answer questions, as well as, present relevant materials.

Depending on public health circumstances at the time of each meeting, NBS will be available either via phone/video conference or in person as needed. For purposes of developing a project budget, we have assumed all meetings and presentations will be conducted remotely; however, should the City request or require attendance of NBS staff at on-site meetings or presentation of results, we have included a per meeting cost option for the City's consideration.

7. SPECIAL TAX ANALYSIS REPORT

Consultant will finalize the results of the Special Tax Analysis into a Final Report which will identify the costs and services to be subject to the special tax and their respected costs; the method used for the parcels; a diagram which shows the special tax parcels, and a listing of the proposed special tax amount per affected parcel.

NBS will prepare the final Special Tax Report that includes the cost estimates, Rate and Method of Apportionment, boundary map and description of facilities and services.

8. NOTICE OF FORMATION/RECORDATION OF SPECIAL TAX

After the district is formed accomplish all necessary notices and including Cash Collection/Notice of Confirmed Lien amounts including preliminary special tax amount, to all affected property owners of record within the confirmed District, as required by the 1913 Act and if applicable, prepare, present and file the List of Assessments, and furnish up to ten (10) copies for the appropriate public officials and other agencies.

While a Cash Collection Notice is not a required step of a CFD Formation, should the City wish to optionally allow for a pre-bond prepayment period within the CFD, NBS can assist with that process. Otherwise, NBS will assist with the recordation of the Notice of Special Tax Lien as required.

9. DISCLOSURE

The Consultant shall assist the City in the preparation of special tax disclosure documents pursuant to Section 1102.6b of the Civil Code and Section 53340.2 of the Government Code (as amended by SB 1464).

NBS' Customer Care department can prepare the required real estate notices and can provide support to both English- and Spanish-speaking callers.

10. RESPONSIBILITIES OF THE CITY

- A. Designate a project manager to manage and coordinate the project.
- B. Make available records and documentation in conjunction with preparation of the special tax methodology, including estimated maintenance and operations costs, administration costs, and any other estimates of costs eligible for the special tax.
- C. Provide any needed sketches or legal descriptions.
- D. Schedule, administer, and accomplish the publishing and mailing of required notices in accordance with the Act, and the Government Code; schedule meetings and hearings as required under the Act; and prepare all notices and all resolutions required by the City Council pertaining to the Public Hearing.
- E. Process environmental review (if applicable), and/or arrange for exemption.
- F. Prepare and/or provide all Right-of-Way documentation, as required.
- G. Estimates for annual costs for operations and maintenance of facilities shall be provided.

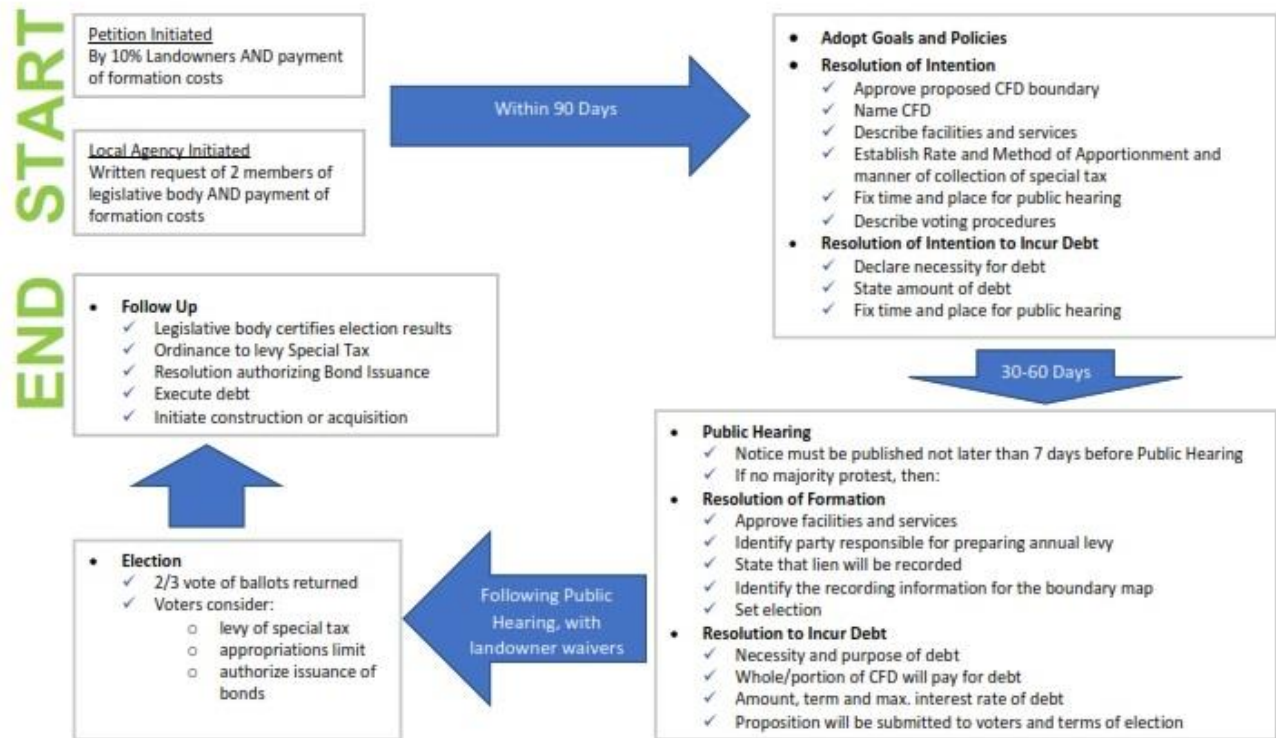
4 | TIMETABLE

The following is an overview of our proposed project schedule. We will discuss a detailed schedule at the kick-off meeting, along with the expected timing for individual tasks.

PROJECT SCHEDULE FOR THE CITY OF SEASIDE

Estimated Timeframe	Scheduled Tasks
15-30 days	NBS distributes data request for CFD Formation
	Kickoff Meeting Scheduled
	Data gathered
30-60 days	CFD Modeling and evaluation of financing alternatives, Classification of property
	Review and refinement of CFD Modeling
	Preparation of CFD documents
	Document review
Public Hearing must be not less than 30 or more than 60 days after Intent Meeting, Landowners can waive the 90-day election noticing with 100% consent	Intent Meeting – Consider Resolution Adopting Local Goals & Policies (if needed) and Resolution of Intention, including Boundary Map/Rate and Method of Apportionment and setting the date of the Public Hearing
	Publication of the Hearing Notice in the local adjudicated newspaper at least 7 days prior to Public Hearing
	Boundary Map must be recorded on or before this date
	Public Hearing – City Council allows any public comments either oral or written. City Council determines whether there has been a majority protest or not, then considers Resolution of Formation calling a Special Election
	Election – City Clerk canvasses the Ballots, informs the City Council that the Question of levying the tax is approved, City Council considers the Resolution Declaring the Results of the Election and the first reading of the Ordinance Levying the Special Tax
15-30 days	Notice of Special Tax Lien recorded
	Ordinance Meeting – Second Reading of Ordinance Levying the Special Tax
	Publication of Ordinance

COMMUNITY FACILITIES DISTRICT FORMATION STEPS – BONDED/LANDOWNER VOTE
(Commencing with Section 53311 of the Government Code)

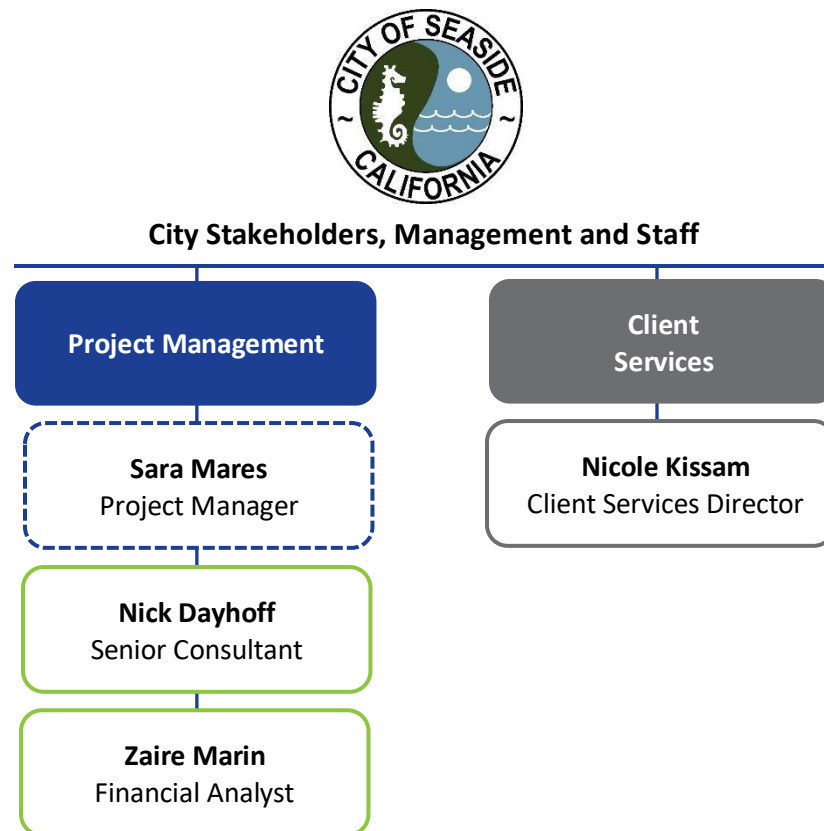


5 | PERSONNEL

One of our greatest strengths and a critical element in successful project execution is a team that works cohesively, efficiently, and has expertise in resolving complex issues. Our proposed project team has an **in-depth understanding of recent changes to laws, codes, and regulations** affecting local governments, including Proposition 218. We treat our clients as partners by developing an intimate knowledge of their needs and responding with strategic and timely solutions.

The staff selected are those most qualified based on their experience and backgrounds. Outlined below is a brief overview of NBS' proposed consulting team for the City.

Project Organizational Chart



SARA MARES, PROJECT MANAGER

Roles and Responsibilities: Sara Mares will be the primary day-to-day contact for the City's project. She will work closely with City staff and the team and be in regular communication with the City, the financing team, and all others involved in the process. Sara will also provide review of all work product.

Work Experience: Sara Mares is a Director with NBS with more than 20 years of experience with NBS. She forms Special Financing Districts (SFDs), specializing in Community Facilities Districts and related bond issuance. She also has significant background in forming various types of Assessment Districts. Sara has experience working with all aspects of the formation and debt issuance process, including planning, project management, budget analysis, rate modeling, financial analyses, formulation of rate and methods of

apportionment, and public presentations. She spent many years involved in ongoing special district administration, including working with troubled districts, and brings that experience and perspective to every formation project she works on. She is a Registered Municipal Advisor.

NICK DAYHOFF, SENIOR CONSULTANT

Role and Responsibilities: Under the direction of the project manager, Nick Dayhoff will be actively involved in the daily management of district formation operations.

Work Experience: Nick Dayhoff has been with NBS for more than 15 years. As a Senior Consultant, he forms and administers Special Financing Districts (SFDs), and is actively involved with new district formations and bond issuance/refunding analysis, feasibility studies, as well as daily management of district administration operations. Nick is a Registered Municipal Advisor.

ZAIRE MARIN, FINANCIAL ANALYST

Role and Responsibilities: Under the direction of the Project Manager, Zaire Marin will assist in completing the day-to-day activities. He will also facilitate data collection and reminders to City staff in order to keep projects moving along the agreed upon timeline for completion.

Work Experience: Zaire obtained his Bachelor of Arts degree in Economics with an emphasis in Financial Accounting from UC Riverside. After obtaining his undergraduate degree, he began his special tax consulting career and quickly obtained his Series 50 certification to become a Registered Municipal Advisor. He has performed several fiscal impact and market analyses, putting his economics background to use. He is experienced with the formation and administration of Special Financing Districts (SFDs).

NICOLE KISSAM, CLIENT SERVICES DIRECTOR

Roles and Responsibilities: Nicole Kissam will act as a representative of our corporate commitment to providing the highest level of service. She will ensure that the City's fundamental objectives are being met at all times.

Work Experience: Nicole Kissam is Director of NBS' Financial Consulting Group. She has an extensive background in public sector consulting, city government, corporate management, marketing and public relations. Nicole has been a financial and management consultant to local government for 20 years, specializing in cost recovery policy, strategy, and analysis. Her subject matter expertise includes cost allocation plans, user and regulatory fee analysis, impact fee analysis, financial plans, business process improvement, and operational best management practices for California agencies. Nicole holds a Bachelor of Science in Business Administration from California Polytechnic State University in San Luis Obispo.

Full resumes for key personnel are on the following pages.

EDUCATION

- Bachelor of Arts, with honors, Economics, Mills College
- Continuing education from UC Davis, UCLA, CDIAC, etc.

HIGHLIGHTS

- Registered Municipal Advisor Representative
- 20 years of experience
- Expert Special Tax Consultant
- District Formations
- Reassessment Consulting
- Proposition 218

AFFILIATIONS

- California Society of Municipal Finance Officers (CSMFO)
- California Special Districts Association (CSDA)
- Committee on Special Assessments, Taxes and Other Financing Facilities (CASTOFF)
- Women in Public Finance (WPF)

SPEAKING / MEDIA

- Financing New Projects with New Revenues: CFD and Assessment District Planning, Implementation and Compliance. 2019 CSDA Annual Conference
- Special Financing District Update, 2018 CSACA Property Tax Managers Meeting
- "Community Facilities Districts, A Robust Funding and Financing Tool for Local Governments in California." Published by NBS, 2018
- "An Introduction to Community Facilities Districts." NBS video 2019

BIOGRAPHY

Sara Mares is a Director with NBS. She forms Special Financing Districts (SFDs), including Community Facilities Districts, Property and Business Improvement Districts, 1913 Act Assessment Districts, Landscape and Lighting Districts, Benefit Assessment Districts and Fire Assessments. Sara has experience working with all aspects of the formation process, including planning and feasibility, project management, budget analysis, development of Rate and Method of Apportionment and Engineer's Reports and presentations. She also has significant experience with ongoing SFD administration including levy submittal, delinquency management and continuing disclosure.

RELEVANT PROJECT EXPERIENCE

- **Altadena Library District CFD Formation.** In 2020, the need for significant updates to aging facilities led the District to engage NBS to form a CFD to finance those infrastructure needs. Additionally, with the existing parcel tax sunset on the horizon, NBS worked with the District to include a services special tax component of the CFD that would replace those services revenues and provide for a perpetual, stable funding source into the future. The CFD has been formed and was approved by registered voters in the District.
- **City of Rio Vista CFD Formation,** Complex Workout including refinancing existing CFD debt, formation of a new CFD to restructure a portion of the existing CFD debt and funding of additional services. CFD Formation and Bond Issuance completed in 2018.
- **City of Patterson CFD Formation.** Formation of services CFD with Future Annexation Area, Subsequent Annexations. CFD funds maintenance and operation of streetlights, landscaping storm drainage, etc., for residential property in the City. Formation completed in 2018, subsequent annexations through 2020.
- **City of Lincoln CFD 2019-1 (Independence).** Formation of facilities CFD that transitions to a services CFD. CFD finances transportation, water system, recycled water system, drainage, wastewater, and park improvements and will transition to fund park maintenance and capital replacement. Formation completed in 2019.
- **Other Projects. Desert Recreation District,** City of Alameda, City of Elk Grove, City of Hesperia, City of Vacaville, City of Carson, East Bay Regional Park District

“Thank you so much for all of your guidance, advice and support this year. We definitely wouldn't have been able to accomplish this amazing feat without your experience and knowledge!!” Nikki Winslow, Library District Director, Altadena Library District

EDUCATION

- Bachelor of Arts, Finance, California State University, San Diego

HIGHLIGHTS

- Registered Municipal Advisor Representative
- 15 years with NBS
- Seasoned Professional in District Administration
- District Formations, including PBIDs/CBDs and CFDs
- Sewer Charge Administration
- Continuing Disclosure
- Proposition 218 Compliance and Notification

“

“I really appreciated the touch-base meeting we had recently, and look forward to working with you in the coming fiscal year.”

Felicia Newhouse, Assistant General Manager, Ross Valley Sanitary District

”

BIOGRAPHY

Nick Dayhoff is a Senior Consultant with NBS where he forms and administers Special Financing Districts (SFDs). He is actively involved with a broad range of new district formations, bond issuance/refunding analysis, and feasibility studies, as well as the daily administration of various types of SFDs over seven agencies, 22 SFDs, and approximately 1.15 million parcels.

RELEVANT PROJECT EXPERIENCE

- **East Bay Regional Park District, CFD No. AC-3:** Formation of CFD, subject to voter approval on November 6, 2018. CFD funds maintenance of parks, trails, open space, public safety services, recreation and open space program services, flood and storm protection services, etc. Formation completed in 2018.
- **Valley-Wide Recreation and Park District:** Multiple ongoing CFD Formations. CFDs fund park and landscape maintenance. Formations completed 2015-2020.
- **Uptown Long Beach PBID.** Renewal of existing PBID. Assessment funds sidewalk maintenance, security, and marketing. Formation completed in 2018.
- **San Diego County Citrus Pest Control District:** Formation of a citrus pest control assessment district. Formation completed in 2018.
- **Additional CFD Formations in Progress:** Valley-Wide Recreation and Park District, City of Carson and City of Belmont.

EDUCATION

- Bachelor of Arts, Economics, Concentration in Financial Accounting, University of California, Riverside

HIGHLIGHTS

- Registered Municipal Advisor
- Administers 37 Special Financing Districts (SFDs) across 23 counties throughout California
- Responsible for preparing the annual levy of more than 200,000 parcels
- Fiscal Impact Analyses
- Annexations
- Bond Refundings
- District Administration
- District Audits
- Special Projects
- Continuing Disclosure

BIOGRAPHY

Zaire Marin is a Financial Analyst at NBS where he is actively involved with the daily administration and formation of Special Financing Districts (SFDs), annexation of property to SFDs, the preparation of fiscal impact analyses, and a variety of special consulting projects.

Types of SFDs that he has administered include Mello-Roos Community Facilities Districts (CFDs), 1913/1915 Act Assessment Districts (ADs), Benefit Assessment Districts (BADs), Business Improvement Districts (BIDs), Landscape and Lighting Districts (LLDs), and other parcel-based charges.

PROJECT EXPERIENCE

- **City of Moreno Valley Comprehensive Park Maintenance Feasibility Study and Service Level Analysis and CFD Formation.** Identified three solutions for the City to implement to ensure sufficient tax revenue for existing SFDs to provide ongoing community services, parks, and parks improvement programs at their desired, optimal levels. The analysis led to the formation of a new CFD, the revenue stream of which will allow the City's Parks and Community Services Department to accomplish its goal of providing optimal community services and recreation opportunities for residents and employees.
- **City of Lincoln CFD 2006-1 Series 2013 Refunding (Special Tax Refunding Bonds, Series 2011).** Worked closely with the City's contracted Financial Advisor, Bond/Disclosure Counsel, and Underwriter to prepare a fund analysis showing the amount of savings to CFD 2006-1 property owners that would result from the refunding. Compiled value to lien, overlapping debt, historical assessed value and delinquency data tables that were included in the Final Official Statement of the Special Tax Refunding Bonds, Series 2021 and contained information used by potential buyers of the Refunding Bonds to assess the financial health of the underlying CFD 2006-1 IA 1 and the investment worthiness of the Bonds.
- **City of Union City Fiscal Impact Analysis for the Union City Station East Development.** Identified the fiscal impact a 25-acre mixed-use development would have on City General Fund Revenues and Expenditures by analyzing City financials and projecting future revenue and expenditures resulting from the addition of new infrastructure, residents, and employees to the City. The analysis is expected to lead to the formation of a new CFD, the revenue stream of which will mitigate the negative fiscal impact of the proposed development and allow the City to provide public services at an optimal level to current and future residents and employees of, and visitors to the City.
- **Southern Humboldt Community Healthcare District Parcel Tax District Administration.** Administer a parcel tax district spanning Humboldt and Mendocino County that provides financing to ensure continued local access to emergency room care, acute hospital care, community clinic, skilled nursing facility, and various other health care services for residents of the District and visitors to the area. Manage a database of 9,000 parcels used to track building use code to calculate the annual levy of parcels per the method of assessment described in the resolution authorizing the parcel tax district. Enrolled over \$1,100,000 in parcel taxes to the Fiscal Year 2020/21 tax roll.



Revenue Versatility.

All of our clients have the ultimate goal of maintaining the highest possible level of services to all who live, work and play in their communities. We focus on each municipality's unique needs and circumstances by supporting a wide range of revenues.



Uncommon Expertise.

We proactively seek to educate the public. From creating guidebooks; to helping navigate the laws, codes, and regulations affecting local governments; to sponsoring workshops, NBS University and other speaking engagements: we forge the way in industry expertise. Our team members are often asked to speak at seminars and conferences as well as serve as expert witnesses.



Registered with MSRB and SEC.

We studied it, we passed the exams, and now we eat, breathe, and live revenue analysis. Being a Municipal Advisor registered with the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) means that we have a fiduciary duty to municipal entities to help protect them and the public interest while promoting transparency.



AT-A-GLANCE: HELPING COMMUNITIES FUND TOMORROW

25
YEARS

In
Business

100%
ESOP

NBS is a 100%
employee-owned
S-Corporation



NBS HEADQUARTERS
32605 Temecula Pkwy | Suite 100
Temecula, CA 92592

SAN FRANCISCO REGIONAL OFFICE
870 Market Street | Suite 1223
San Francisco, CA 94102



CONTACT
Sara Mares | 800.434.8349
smares@nbsgov.com



LEGAL NAME
NBS Government
Finance Group

DBA
NBS

49
EMPLOYEES



INDIVIDUAL AUTHORIZED TO NEGOTIATE
AGREEMENT
Michael Rentner, President

Since 1996, NBS has supported California municipalities with the implementation and ongoing administration of local funding tools.

While the firm originally focused on Special Financing Districts (SFDs), specifically the formation and administration of special assessments and taxes, we have evolved with our clients' needs and now provide a full range of revenue consulting services. We focus on sustainable water and wastewater utility rate programs, cost allocation plans, cost recovery, and legally-justified fee design. Across all practice areas, we have worked with more than **500 public agencies** to date, including cities, counties, school districts, utilities, and special districts.



District Consulting Group

The NBS District Consulting Group ensures your Special Financing Districts (SFD) and related revenue tools are well-developed from their inception, and then administered robustly over their lifetime.



We act as strong advocates for our public agency clients to ensure that any SFD or other revenue tool is appropriate and well-crafted for the need. Throughout our engagement, we provide sage guidance and recommendations. We are often called upon to present complex issues to councils, boards and interested parties.



We have supported thousands of SFDs including millions of parcels, and have worked through virtually every conceivable challenge in their use. Our experience is with all manners of special assessments, special taxes – including Community Facilities Districts (CFDs) – and other fees.



Whether the need is identifying and funding negative fiscal impacts, financing needed infrastructure, or providing community-desired services, our expert consultants have deep experience and help navigate the challenges.

Publications and Video

NBS' *Community Facilities Districts (CFDs)* publication. We believe in continuing education, not only for our own team, but also for our clients and municipal staff.

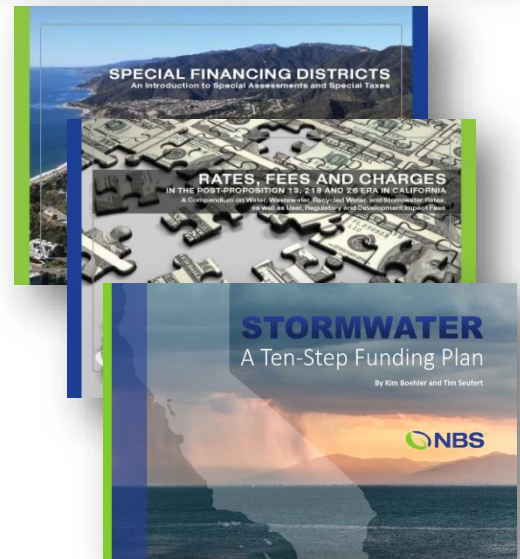
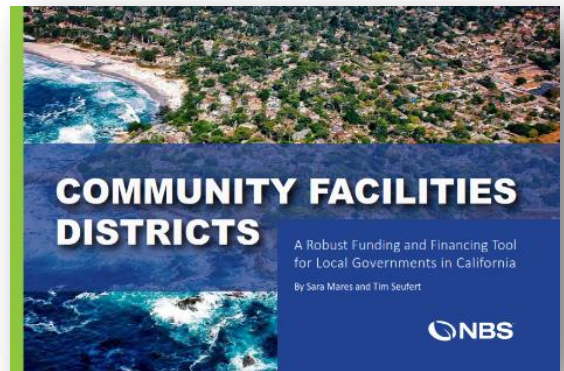
As industry leaders, we have a unique set of qualifications and experience in the work we perform. In that regard, we have published four booklets on related industry topics that can be downloaded at no charge at www.nbsgov.com/publications. For a hard copy, please call 800.676.7516 or email contactnbs@nbsgov.com.

***Community Facilities Districts (CFDs)* (2018)** explains this robust funding and financing tool for local governments in California and precisely relates to the City's current project needs.

Additional NBS Publications include:

- ***Special Financing Districts (SFDs)* (2015)** has been credited as the best publication on SFDs in a decade by prominent industry professionals.
- ***Rates, Fees and Charges Compendium* (2015)** has received high regard and interest from industry professionals.
- ***Stormwater: A Ten-Step Funding Plan* (2018)** addresses the spectrum of stormwater needs in California.

In 2019 NBS produced a video titled ***An Introduction to Community Facilities Districts in California***, available at <https://www.youtube.com/watch?v=WWzYFAAG5wE&feature=youtu.be>



Continuing Education Workshops



NBS University
Continuing Education for Public Agencies

NBS keeps things fresh by periodically hosting content-rich workshops that bring industry insiders together to learn, share ideas and meet with their peers. Our 2020 seminars were postponed and will instead take place in late 2021. Topics qualify for

continuing education (CE) units for the California Board of Accountancy. More information about our upcoming seminars will be posted to www.nbsgov.com/university, or please send an email to contactnbs@nbsgov.com requesting to be added to our contact list for future workshops.

7 | REPRESENTATIVE STUDY DESCRIPTIONS/CLIENT REFERENCES

Below is a sampling of projects and references similar in scope and magnitude to the City's study.

CITY OF FOLSOM, CA

CFD FEASIBILITY STUDY AND FORMATION FOR THE FOLSOM PLAN AREA

Project Dates: 2013 – Present



FOLSOM

Contact Information

John Donoghue
Deputy Treasurer
50 Natoma Street
Folsom, CA 95630
P: 916.355.7334
E: jdonoghue@folsom.ca.us

The City of Folsom's Folsom Plan Area ("FPA") is located on approximately 3,500 acres and is envisioned to contain approximately 10,200 residential units and 5.2 million building square feet of non-residential space. The City is utilizing CFD financing to fund a portion of the estimated \$877 million backbone infrastructure and public facilities necessary to serve the FPA at buildout. NBS serves as the City's ongoing CFD special tax consultant and has assisted in the development of a financing structure that will allow for a consistent special tax per EDU for all FPA-wide improvements and services, increased flexibility in the debt service structure, and minimizes the number of line items on the future homeowner's property tax bill.

CITY OF RIO VISTA

CFD FORMATION AND ADMINISTRATION

Project Dates: 2004 – Present



Contact Information

Robert Hickey
City Manager
One Main Street
Rio Vista, CA 94571
P: 707.374.6451
E: rhicky@ci.rio-vista.ca.us

The City contacted NBS to provide CFD formation services to fund additional services for their Liberty Community. The significant burden already on the project property by the two existing bonded CFDs quickly made adding the intended services costs too great for the property to bear. NBS recommended changing course slightly to include a bond refunding and restructuring that would allow the Liberty Community to not only fund the additional services, but reduce and reconfigure the bond obligation. The neighboring project, which was also a part of the existing bonded CFDs, saw substantial savings from the bond refunding. NBS played a key role in the restructuring and wrote the rate and method of apportionment for the newly formed Liberty CFD. NBS is a long term partner with the City, having acted as special tax consultant for other City CFD formations and handling the ongoing CFD administration for all of the City's CFDs.

EL DORADO COUNTY, CALIFORNIA

CFD FORMATION AND OTHER SERVICES

Service Dates: 1996 – Ongoing



Contact Information

Joe Harn
Auditor-Controller
360 Fair Lane
Placerville, CA 95667
P: 530.621.5456
E: joe.harn@edcgov.us

NBS has worked as the County's Special Tax Consultant, forming five (5) new CFDs as well as providing the analytical support for a number of bond issuances and refundings.

The County finds value in the unique perspective NBS brings to addressing their current goals while continuously evaluating the feasibility of following the rate and method for the life of the bonds.

Client Testimonial:

"We appreciate the work you do and as always, look forward to working with you in the future."

– Sally Zutter, Accounting Division Manager

CITY OF VACAVILLE, CA

CFD FORMATION AND ADMINISTRATION

Service Dates: 2004 – Present



Contact Information

Ken Matsumiya
Finance Manager
650 Merchant Street
Vacaville, CA 95688
P: 707.449.5180
E: Ken.Matsumiya@cityofvacaville.com

NBS has formed five (5) CFDs in past years, and now administers them on behalf of the City. They were formed for the purpose of funding public safety services for land that was both developing and annexing to the City.

Currently, NBS is consulting the City on a CFD formation related to a large new development in need of both services and infrastructure financing. Working with the City's team of consultants, NBS is helping the City to realize a project that has been in the works for more than 20 years, if the CFD is approved by electors and Council.

CITY OF ALAMEDA

CFD FORMATION

Service Dates: 2002 - Present



Contact Information

Liz Acord
Public Works Coordinator
950 West Mall Square Building 110
P: 510.747.7957
E: lacord@ci.alameda.ca.us

Since 2003, NBS has been performing CFD related services for the City, including CFD formation and administration. The latter include services such as data collection obtained from various sources and maintenance of this information in a database, administrative cost recovery, cash flow analysis, levy calculation and submittal to the County, as well as the annual Special Levy Tax Report, delinquency monitoring, prepayment calculations and bond calls.

NBS was selected by the City to perform the formation of the City's recent CFDs, which include Naval Base reuse areas. NBS created a bonded CFD Alameda Landing Municipal Services District (CFD No. 13-1 and 13-2). NBS created a CFD Rate and Method of Special Tax and District that met the objectives and long-term needs of the City. The initial assumption was that one CFD will be formed for both bonded/infrastructure financing as well as the annual maintenance services. However, it was determined that the best scenario would be for two CFD's to be formed, one for infrastructure and one for ongoing services. This initial project comprises a distinct area (commonly known as "south of Mitchell Street") that encompasses approximately 285,000 square feet of retail development and approximately 262 single-family homes/condominiums.

8 | COST ESTIMATES OF CONSULTING FEE

As requested in the RFP, the Cost Proposal has been included under a separate cover.

APPENDIX

This appendix contains a disclosure for Municipal Advisor services.

Disclosure of Conflicts of Interest and Legal or Disciplinary Events

Pursuant to Municipal Securities Rulemaking Board (“MSRB”) Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients and potential clients which include, amongst other things, Conflicts of Interest and any Legal or Disciplinary events of NBS and its associated persons.

CONFLICTS OF INTEREST

Compensation

NBS represents that in connection with the issuance of municipal securities, NBS may receive compensation from an Issuer or Obligated Person for services rendered. Any such compensation may be contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, NBS hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding NBS’ ability to provide unbiased advice to enter into such transaction. This conflict of interest does not impair NBS’ ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

It should be noted that other forms of compensation (i.e., hourly or fixed-fee based) may also present a potential conflict of interest regarding NBS’ ability to provide advice regarding a municipal security transaction. These other potential conflicts of interest will not impair NBS’ ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

Other Municipal Advisor Relationships

NBS serves a wide variety of other clients who may have interests that could have a direct or indirect impact on the interests of another NBS client. For example, NBS serves as Municipal Advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to your agency. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, NBS could potentially face a conflict of interest arising from these competing client interests. NBS fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with your agency.

If NBS becomes aware of any additional potential or actual conflict of interest after this disclosure, NBS will disclose the detailed information in writing to the issuer or obligated person in a timely manner.

LEGAL OR DISCIPLINARY EVENTS

NBS does not have any legal events or disciplinary history on NBS’ Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The Issuer may electronically access NBS’ most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory action is brought against NBS, NBS will provide complete disclosure to the Issuer in detail allowing the Issuer to evaluate NBS, its management and personnel.



CITY OF SEASIDE STAFF REPORT

Item No.: 10.E.

TO: City Council

FROM: Craig Malin, City Manager

BY:

DATE: May 20, 2021

**SUBJECT: AUTHORIZE CITY MANAGER AND CITY ATTORNEY TO FILE
APPROPRIATE DOCUMENTS TO CREATE AN AFFORDABLE
HOUSING DEVELOPMENT NON-PROFIT**

RECOMMENDATION

Authorize City Manager and City Attorney to file appropriate documents to create an affordable housing development non-profit.

BACKGROUND

The lack of affordable housing up to and including workforce housing is a crisis in the community and region. The crisis has significantly impacted quality of life and substantially limited economic growth and vitality in the community and region for years, and the crisis is only getting worse with widening economic disparity and rapidly rising construction costs.

One potential answer to the worsening crisis is to leverage the city's unique land resources and partner with an aligned non-profit to conceptualize, plan, entitle, construct and sell and/or lease housing at a scale significant enough to impact community quality of life and economic vitality. As the attached white paper from the League of Cities describes, California cities are empowered to create non-profits to perform specified services or activities. Non-profits have certain organizational advantages that, combined with City resources, can deliver substantial progress in realms where profit motive and / or interminably expansive public processes are not up to the task. Put simply, a narrowly focused, well-resourced and well-led non-profit can do specific tasks that other organizational structures are either unable or unwilling to perform.

Establishing a non-profit is precisely defined but fairly simple process. The essence of

the endeavor is to name the entity, concisely define its mission, establish its basic organizational structure and resource the new entity with leadership. Staff recommends the following approach:

Name – The non-profit shall be named "Seaside Housing Collaborative"

Mission – The mission of the Seaside Housing Collaborative shall be to conceptualize, plan, entitle, construct, acquire, sell or lease affordable housing up to and including workforce housing, including housing within mixed-use developments, within the corporate limits of the City of Seaside.

Organizational Structure – The Seaside Housing Collaborative will be governed by a seven-member volunteer Board of Directors, to include the Mayor, City Manager and City Attorney, or their designees. No less than four directors at all times shall be residents of the City of Seaside.

Leadership – The original Board of Directors will be appointed by the City Council with two Directors serving two-year terms and two Directors serving three-year terms.

Subsequent Directors will be appointed by majority vote of the Board. The Board of Directors may employ staff as the Board determines and funds.

Upon creation of the Seaside Housing Collaborative, it is expected the non-profit will contract with the City to achieve specific tasks consistent with its mission.

FISCAL IMPACT

Annual operating expenses related to creation and on-going certification of the non-profit, including audits, are within the City Manager's budget authority and will be paid for from the City's Affordable Housing funds. Specific task-related expenses for the planning, entitlement, construction and sale or lease of housing shall be addressed through prior contracts and are, again, expected to be paid for with grants, project revenue and loans (to be individually approved by the City Council) from the City's Affordable Housing funds. Employment of staff is expected to be through project revenue and / or performance contracts.

ATTACHMENTS

1. CA Non Profits

Reviewed for Submission to the City Council by:



Craig Malin, City Manager



Creating and Operating Nonprofit Organizations

Wednesday, September 3, 2014 General Session; 1:00 – 2:45 p.m.

Shahiedah S. Coates, Jenkins & Hogin

DISCLAIMER: *This paper is not offered as or intended to be legal advice. Readers and conference attendees should seek the advice of an attorney when confronted with legal issues. Attorneys should perform an independent evaluation of the issues raised in these materials.*

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2014 League of California Cities Annual Conference – City Attorneys' Track
Los Angeles Convention Center, Los Angeles

Supplementing Public Services with Nonprofit Corporations:

A Survey of Key Legal Issues

Shahiedah S. Coates¹

Introduction

Public services are often provided or supported by nonprofit corporations, a trend on the upswing. These partnerships take many forms. A municipality may create a nonprofit and delegate to it authority to perform government services and activities, enter into a collaborative relationship with a nonprofit with a close community connection to inform governmental policy development, or retain a nonprofit corporation to perform services as a contractor or coordinated service provider. Cities may provide grants to nonprofit corporations, may pay for products and services received, or may receive funds raised by nonprofits such as “friends of” parks, libraries and zoos.

Recent phenomena, such as economic recessions, the State of California’s “realignment” shift of responsibility of various programs to local governments, and restrictions on the ability of local governments to raise revenue, force cities to “do more with less.” Cities may find that creating or partnering with nonprofit corporations allows them to do just that. For instance, nonprofit corporations may be created to maintain a city landmark (such as the Lomita Railroad Museum Foundation and the Angels Flight Railway Foundation), provide financial support and/or management of public spaces (such as parks, libraries or zoos), or serve as a conduit for grants of government funds to other nonprofit corporations (such as the Harbor Community Benefit Foundation). Just as many cities outsource legal, law enforcement, or engineering services, they may consider outsourcing certain programs and activities to nonprofit corporations.²

Municipal-nonprofit partnerships are prevalent nationally, and an increasing proportion of government programs are managed or supported in some capacity by nonprofit corporations. A recent study of city budgets in North Carolina found that of the nonprofits funded by cities, 31 percent related to recreation, arts, and culture; 18 percent to economic development (such as chambers of commerce and business incubators); and 12 percent to public safety services.³

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² However, labor agreements may limit the ability of a city to outsource certain jobs, even to a nonprofit corporation.

³ Gordon P. Whitaker and James C. Drennan, *Local Government and Nonprofit Organizations*, COUNTY AND MUNICIPAL GOVERNMENT IN NORTH CAROLINA, UNC-Chapel Hill School of Government (2007), available at <http://www.sogpubs.unc.edu/cm/cmg11.pdf>

“Private groups participate in the management of half of the seventeen hundred parks in New York City,” including Central Park, and “business improvement districts manage the entire area between the White House and the Capitol” in Washington, D.C.⁴ Hundreds of BIDs exist throughout the State of California and there are close to 40 in the City of Los Angeles alone.⁵

This paper discusses the unique legal issues involved in the provision (or support) of public services through nonprofit corporations in California. Section I outlines the fairly simple process of forming a nonprofit corporation in California. Section II reviews reasons that cities commonly cite as motivation for forming or partnering with nonprofit corporations. One of the most common reasons is the perception that a private entity has greater flexibility than a government agency because it is not considered a “local agency” under California law. However, Section III outlines three important laws that may apply to nonprofit corporations: the Brown Act, Public Records Act and Political Reform Act. Section IV concludes with a discussion regarding the extent to which a city may want to retain oversight and/or control over its nonprofit corporation.

I. Process of Forming a California Nonprofit Corporation

Nonprofit corporations are exempt from federal income taxation pursuant to 26 U.S.C. 501(c), but are not automatically exempt from taxation under state law. A nonprofit corporation must apply for exemption from state tax after obtaining tax-exempt status from the IRS. It is important to note that not all nonprofit corporations are eligible for 501(c)(3) status, even if they support a government activity. For instance, chambers of commerce and business leagues are 501(c)(6) organizations, social clubs are 501(c)(7) organizations, and civic leagues whose membership is limited to employees of a particular municipality are 501(c)(4) organizations. 501(c)(3) organizations are formed for charitable purposes, which includes “lessening the burdens of government.”⁶ To qualify for exemption as an organization that “lessens the burden of government,” the government must consider the activities to be the government’s responsibility, and the activities of the organization must actually “lessen” the burden of a government agency. Affordable housing development corporations, volunteer fire companies, and economic development corporations are examples of organizations likely to satisfy the test.

Nonprofit corporations are formed according to procedures set forth in state law, which prescribe a fairly simple process. Articles of incorporation must be filed with the Secretary of State and contain the information required by the California Nonprofit Corporation Law.⁷ Cities

⁴ Michael Murray, *Private Management of Public Spaces: Nonprofit Organizations and Urban Parks*, 34 HARV. ENV. L. REV. 179, 180 (2010).

⁵ City of Los Angeles, Office of the City Clerk, “A Quick Guide to Business Improvement Districts: BIDS 101,” available at http://clerk.lacity.org/stellent/groups/Departments/@CLERK_BID_Contributor/documents/Contributor_Web_Content/LACITYP_025722.pdf

⁶ Income Tax Regulations, 26 C.F.R. §1.501(c)(3)(d)(2).

⁷ Corp. Code §§ 5000 *et seq.*

“are authorized to establish, fund, and operate nonprofit organizations.”⁸ If the corporation is created by an elected legislative body to exercise delegated authority, an additional copy of the articles must be filed with the Secretary of State for forwarding to the Controller.⁹ If the corporation is created for a limited duration, the articles must provide for termination, otherwise the corporation’s existence continues in perpetuity.¹⁰ A nonprofit corporation’s activities are governed by its bylaws¹¹ and any other adopted policies, and guided by its adopted mission.

By its nature, a mission statement limits a nonprofit corporation’s scope of activity and target audience, and provides a baseline for performance evaluation. One of the first questions that should be asked before a city forms a nonprofit corporation is whether a nonprofit corporation already exists that is willing and able to assist with the desired program or activity. Partnering with an existing organization will save considerable resources and lead time involved in forming a corporation and awaiting federal and state determinations of tax-exempt status. Also, an existing organization may already have developed an effective fundraising model, obviating the need to create one for a newly formed nonprofit. Where partnering with an existing organization is not an option, the city may consider forming a new nonprofit corporation.

II. Incentives to Utilize Nonprofit Corporations

Nonprofit corporations are relied upon to provide or assist with public activities for a number of reasons. Commonly-cited motivations include the need or desire to: 1) fund expansion of public services or programs with alternative revenue sources; 2) shift liabilities from the city to a private entity; 3) engage a non-governmental neutral intermediary or independent contractor; and 4) operate outside of the restrictions applicable to government agencies. Each motivation is discussed in greater detail below.

A. Expanding Services and Programs with Alternative Revenue Sources

1. Private Donations

Because nonprofit corporations are primarily funded by private donations and grants, they provide an opportunity to expand public services without placing an additional strain on public funds. Although donors receive the same financial benefit from giving to a government agency as to a nonprofit corporation (and either donation effectively results in subsidization),¹² nonprofit corporations are generally more effective than government agencies at attracting

⁸ Municipal Law Handbook, section 1.85, League of California Cities (2013); Corp. Code §§ 5065, 5120.

⁹ Corp. Code § 5120(e).

¹⁰ Corp. Code § 5120(c).

¹¹ Corp. Code §§ 5150 - 5153.

¹² Charitable donations to a governmental unit are tax-deductible under section 170(c)(1) of the Internal Revenue Code if made for a public purpose.

donations and volunteers.¹³ One theory suggests that nonprofit corporations are more attractive to donors because they have lower monitoring costs and have financial incentives inapplicable to government agencies.¹⁴ Some people may assume that private entities are more efficient than the government and are therefore more willing to subsidize their work. Alternatively, some people may feel that they are “captive” contributors to government through taxation and are unwilling to voluntarily contribute more.

Also, nonprofits are in the business of raising funds and can be adept at doing so. They have access to sources that facilitate large fundraising campaigns such as Charitybuzz.com (an online auction broker of luxurious items for charities) and GuideStar (an information service that provides financial reports and other records that contribute to the perception that nonprofits are more transparent or accountable than government agencies), while governments typically neither engage in direct solicitation nor participate in broad fundraising efforts. As a result, the general public simply may not be aware that they can make tax-exempt donations to government agencies. One exception to this generality is the fairly common bequest of land to governments. For instance, the Los Angeles Griffith Park was transferred through bequest. Cities are advised to pay close attention to the terms and conditions contained in these land grants. Where a grant places a restriction on use of the land (i.e., the land can only be used for a park) and contains a right of reversion in the grantor or grantor’s heirs, the government’s interest in the property can be lost if the restrictions are not respected.¹⁵

2. Tax-Exempt Revenue Bonds

Tax-exempt revenue bonds may provide a substantial source of financing for eligible projects (such as capital improvement, economic development projects, and construction of public facilities) conducted by nonprofit corporations. Unlike bonds issued by a city, these revenue bonds are not subject to voter approval. Voters are not entitled to decide whether nonprofit corporation revenue bonds should be issued because debt service is derived from revenue sources such as parking fees, admission charges, and lease payments, and does not constitute a general obligation of the public. However, the community receives public benefits from the project. Today, we take for granted that nonprofit corporations have access to tax-exempt revenue bonds, but the scheme was not always favored.¹⁶

¹³ See Michael Murray, *Private Management of Public Spaces: Nonprofit Organizations and Urban Parks*, 34 HARV. ENV. L. REV. 179, 180 (2010).

¹⁴ *Id.* at 202-203 (“responsibility to, or dependence on, contributors... incentivizes behavior that attracts donors.”).

¹⁵ See, e.g., *Walton v. City of Red Bluff* (1991) 2 Cal.App.4th 117, in which property granted to the city for the purpose of maintaining a library, subject to reversion reverted to the grantor’s heirs because the city failed to maintain a library; and *City of Palm Springs v. Living Desert Reserve* (1999) 70 Cal.App.4th 613, 622, in which the court found that conveyance of property to the city for use as a desert wildlife preserve subject to a reversionary interest did not place the property into the public trust, but “must be construed as granting to the City a fee simple subject to a condition subsequent, and assigning [grantor] a power of termination.”

¹⁶ See, e.g., Hart H. Spiegel, *Financing Private Ventures with Tax-Exempt Bonds: a Developing ‘Truckhole’ in the Tax Law*, 17 STAN. L. REV. 224, 227 (1965). The article laments that IRS policy, culminating with Revenue

The Bergeson-Peace Infrastructure and Economic Development Bank Act¹⁷ authorizes the California Infrastructure and Economic Development Bank (“I-bank”) to serve as a conduit issuer of tax-exempt and taxable bonds on behalf of 501(c)(3) organizations pursuing eligible projects. Bond proceeds must create public benefits in the community where the project is located by enhancing the economic, social, or cultural quality of life for local residents, and be used for a project consistent with any existing local or regional comprehensive plan.¹⁸ In recent years, the I-bank has issued revenue bonds on behalf of 501(c)(3) organizations such as the RAND Corporation, Youth Services Center of Riverside, San Francisco Ballet Association, Santa Barbara Center for Performing Arts, and Salvation Army.

3. Special Assessments (BIDs)

Business improvement districts (“BIDs”) are authorized by state law,¹⁹ created by ordinance subject to public hearing and majority protest, and provide a mechanism for revenue generation through special assessments for “activities” and “improvements” such as newsletters, private security and escorts, information booths, banners, holiday lights, street cleaning and maintenance, and promoting tourism and economic development. Special assessments must be commensurate with the benefits businesses receive from the BID’s activities,²⁰ must be periodically renewed by city council,²¹ and provide a reliable source of funding as an alternative to general municipal funds or sporadic private donations.

Often, cities do not administer the activities and improvements funded by BID assessments, but contract with nonprofit corporations created for the sole purpose of bearing that responsibility. Assessment funds received by the city are transferred to the nonprofit corporation, and a contract specifying the terms of the arrangement is entered into by the city and

Ruling 63-20, results in “erosion of the tax base” by expanding “private” access to tax-exempt financing, and questions the legitimacy of the public benefit of such projects. (“Typically, a private “nonprofit” corporation is organized. Its revenue bonds are issued to obtain funds with which to build the aluminum mill, garage, or other facility, which is then leased to private interests. The proceeds from the long-term lease of the facility are pledged to amortize the bonds. At the end of thirty to forty years the facility belongs to the city. A package of this sort presented to the city council has great appeal. The city invests nothing and becomes the owner of a project, without cost, after thirty or forty years. Its own credit is not pledged on the bonds. It has all to gain and nothing to lose.”) at 227.

¹⁷ Gov. Code §§ 63043 – 63047.

¹⁸ See Gov. Code §§ 63043 – 63047 and 501(c)(3) Revenue Bond Program description available at www.ibank.ca.gov/501c3_bonds.htm. I-bank applications must contain a project description including, among other things, a comprehensive summary of all public benefits of the project and description of any past, present or potential controversy connected with the project or its financing. California Infrastructure and Economic Development Bank Policies and Procedures for Conduit Revenue Bond Financing for Economic Development Facilities (updated August 24, 2010), section II.B.

¹⁹ In California, BIDs are most commonly formed pursuant to the Parking and Business Improvement Area Law of 1989 or the Property and Business Improvement District Law of 1994 (Streets & Highways Code §36500 et seq. and §36600 et seq., respectively).

²⁰ See, e.g., Sts. & High. Code § 36536.

²¹ Assessments levied under the 1989 Act must be renewed annually, while assessments under the 1994 Act may be approved for five-year periods

the nonprofit. The term of the contract should coincide with the term of the approved assessment, subject to renewal concurrent with the BID assessment. In the Los Angeles area, this model has been adopted for several BIDs in the City of West Hollywood²² and Downtown Santa Monica.²³ Business owners in West Hollywood have voiced their approval of this model's ability to provide tailored services and programs to businesses and provide a catalyst for public-private collaboration.²⁴ For cities with BIDs whose primary activities are not traditionally within the purview of government agencies (such as concert, special event, or tourism planning and promotion), use of a nonprofit corporation may relieve the city of otherwise having to develop or retain in-house expertise.

B. Shifting Liabilities to a Private Entity

1. Affordable Housing

State law mandates that cities provide their “fair share” of affordable housing to meet regional housing needs.²⁵ However, cities are not required to assume the liabilities incident to developing and managing affordable housing to satisfy this statutory requirement, which could be substantial. Instead, cities may offer density bonuses and other incentives to developers,²⁶ may cooperate with projects that qualify for federal and state low income housing tax credits (“LIHTC”), and may administer affordable housing programs through a separate nonprofit corporation. Cities may wish to avoid directly serving as affordable housing developer/property manager for the reasons illustrated below.

In California, the Tax Credit Allocation Committee administers the federal and state LIHTC programs. Those programs require that eligible tenants have an equal opportunity to apply for an affordable unit, which is oftentimes accomplished through a lottery. A city may facilitate the lottery process, in which interested persons complete a lottery or waitlist application, are evaluated by city staff for income eligibility, and eligible applicants are sorted in a random order used to determine the order in which applicants will be invited to submit rental applications. Rental applications are ultimately evaluated by the property manager. Imagine that an applicant files a claim with the California Department of Fair Employment and Housing (“DFEH”) alleging that they were denied housing on the basis of an unlawful discrimination. If the city is not the property manager, its obligations in responding to such a claim and the scope of its potential liability are greatly reduced.²⁷

²² <http://thesunsetstrip.com/info/about-sunset-strip-business-association-ssba>

²³ <http://www.downtownsm.com/>

²⁴ Most recently in a joint presentation by business owner Nic Adler and Mayor John D’Amico at the May 2014 California Contract Cities Association 55th Annual Municipal Seminar.

²⁵ Gov. Code § 65584.

²⁶ Authorized by Gov. Code § 65915 – 65918.

²⁷ See Attachment 1 for a sample list of questions from DFEH in its investigation of a claim alleging discrimination on the basis of a disability in connection with a LIHTC lottery.

Beyond housing discrimination complaints that could lead to federal litigation, cities may wish to avoid the potential political backlash of exercising basic landlord rights such as evictions, inspections, and retaining a portion of a tenant's security deposit where appropriate. Tenants may attempt to use council meetings as the venue to voice their discontent. Elected officials may feel political pressure to take (or avoid) actions that affect registered voters, particularly during election season. These factors add an undesirable layer of complexity to the landlord-tenant relationship, which by its nature is often fraught with difficulties.

As separate entities, nonprofit housing corporations have the potential to insulate cities from the challenges discussed above and others, while allowing the city to retain some level of influence over the provision of affordable housing within its boundaries. Further, some sources of grant funds may only be available to non-governmental organizations. As separate entities, housing corporations may benefit from being governed by a diverse board of directors representing public officials, public employees, business and community leaders, developers, and affordable unit residents, can greatly contribute to creative productivity.

Many cities, including the City of West Hollywood, whose Community Housing Corporation has developed 14 apartment communities,²⁸ counties, and groups of cities utilize nonprofit corporations to provide affordable housing.

2. Construction of Public Facilities (Lease-backs)

Construction of public facilities and infrastructure often involves long-term and greatly expensive projects that lend themselves to a lease, lease-back arrangement. The lease-back arrangement typically involves a government agency leasing undeveloped land to a developer who bears responsibility for constructing a public facility that, when completed, is leased back to the government agency. The California Attorney General has described the lease-back as "commonly used to finance the construction of public facilities through the aegis of a nonprofit corporation, thus avoiding the debt limitation provisions of the California Constitution applicable to the state and local governments."²⁹ It is a "classic medium" that has "been approved in cases such as *Dean v. Kuchel* (1950) 35 Cal.2d 444; *City of Los Angeles v. Offner* (1942) 19 Cal.2d 483 and *County of Los Angeles v. Nesvig* (1965) 231 Cal.App.2d 603,"³⁰ and used for construction of stadiums, sports arenas, theaters, and even rubbish incinerators.

Sections 5.235 and 5.236 of the Municipal Law Handbook discuss lease-back agreements and provide an outline of requirements.³¹ In addition, a lease-back agreement whose term exceeds five years must receive prior authorization by an ordinance subject to referendum.³²

²⁸ West Hollywood Community Housing Corporation, "What We Do," available at http://www.whchc.org/index.php?option=com_content&view=article&id=160&Itemid=78

²⁹ 70 Ops.Cal.Atty.Gen. 57 (1987), n. 2.

³⁰ 70 Ops.Cal.Atty.Gen. 57 (1987).

³¹ "1) Rent must be abated when a city does not occupy or have beneficial use of the property.

The lease-back arrangement has oft been upheld against legal challenges. In one of the most notable cases, *Los Angeles County v. Nesvig*,³³ the court upheld the County's lease, lease-back arrangement crafted to facilitate construction of the theater and forum now known as the Music Center in downtown Los Angeles. The arrangement involved a County lease of land to a private entity responsible for construction, and a lease-back of the constructed facility to the County for 30 years, with a concurrent sublease authorizing a non-profit organization to manage and operate the Music Center on behalf of the County. The arrangement was challenged as violating the constitutional debt limit. The court held:

"if the lease or other agreement is entered into in good faith and creates no immediate indebtedness for the aggregate installments therein provided for but, on the contrary, confines liability to each installment as it falls due and each year's payment is for the consideration actually furnished that year, no violence is done to the constitutional provision." However, the arrangement is invalid if it creates a "full and complete liability upon" execution of a single instrument or "is actually a conditional sales contract in which the 'rentals' are installment payments on the purchase price."³⁴

C. Engaging a Non-Government Organization

Particularly where activities involve sensitive political issues or a community mistrusting of government agencies, it may make sense to engage an independent nonprofit organization with strong community ties as a neutral intermediary. This approach proved successful when the Housing Authority of the County of Los Angeles ("Authority") engaged the Advancement Project to conduct an in-depth assessment of the needs of the housing developments in the Watts community in preparation for revitalization of one of the most violent areas in Los Angeles. The Advancement Project is a California-based nonprofit civil rights organization that concentrates on issues related to inequality in access to public services in minority and disadvantaged communities. As a non-government organization with strong credibility in and ties to the community, the Advancement Project was able to gain greater access to information than the Authority likely could have. The Advancement Project produced a community assessment and recommended violence reduction strategies, which are being implemented through an ongoing collaboration including the Los Angeles Police Department and the Authority, and confirmed by a 2011 inter-agency agreement. According to the Advancement Project, the resulting Community Safety Partnership has reduced violent crime in Watts by more than 50 percent, notably decreased youth gang membership and activity, reduced homicide rates, and laid the

2) The obligation of a city to make payments must be on an annual basis and subject to appropriation (i.e., if the city council does not budget the funds for payment, payment is not due). Acceleration of rental payments in the event of non-appropriation or in the event of default is not allowed because to do otherwise would violate the debt limitation of Cal Const art XVI, §18. A covenant to appropriate annually is common. Further, acceleration of payments in the event of default is not a valid provision of a financing lease.

3) Fair market rent should be paid for the property, taking into consideration the nature and use of the property and any option to purchase."

³² Gov. Code § 54240 *et seq.*

³³ (1965) 231 Cal.App.2d 603.

³⁴ *Los Angeles County v. Nesvig* (1965) 231 Cal.App.2d 603, 609-619 (quoting an extensive list of cases).

groundwork for future investment in the community that may be conducted by the Authority and/or others.³⁵

Cities with limited resources often outsource certain activities to independent contractors. In some cases, nonprofit corporations may be available to serve as independent contractors. For instance, the Institute for Building Technology and Safety (“IBTS”) is a 501(c)(3) nonprofit corporation that performs a variety of municipal services, such as administrative services and communications, financial services, planning and zoning, public works, engineering and floodplain management, code enforcement, permit issuance and inspections, and emergency preparedness. One of IBTS’s more vocal clients is the City of Central, Louisiana, whose arrangement with IBTS includes the corporations’ pledge to return excess income to the city if expenses are less than the contract award, among other benefits.³⁶

D. Operating Outside of the Restrictions Applicable to Government Agencies

Likely the most cited reason that government agencies perform certain activities through nonprofit corporations is the presumption that private entities are exempt from the regulations applicable to public agencies. Cities are “government actors” that must avoid restraining the public’s freedom of speech and expression, and must avoid discriminating on the basis of a protected characteristic. They must adhere to the debt limit contained in the California Constitution, the open meeting requirements of the Brown Act, the disclosure requirements of the Public Records Act, and the reporting requirements of the Political Reform Act. Cities generally must receive voter approval to raise revenue through taxes, special assessments, and bonds. Finally, labor agreements, fiscal policies, and other regulations may increase operational costs and reduce flexibility in ways inapplicable to private organizations.³⁷ However, as Section III explains, nonprofit corporations can be subject to many of the same restrictions as cities, depending on their structure and operations.

III. Nonprofit Corporations are Sometimes Treated as Government Agencies

While nonprofit corporations are generally exempt from the legal restrictions applicable to cities, nonprofit corporations serving a governmental function may be subject to laws applicable to cities in very fact-specific circumstances. Generally, when statutory requirements apply to a government entity, it cannot avoid the statutory requirements by delegating administrative responsibilities to a nonprofit corporation.³⁸ Even if a nonprofit corporation is not

³⁵ <http://www.advancementprojectca.org/?q=Community-Safety-Partnership-Los-Angeles>

³⁶ Recently discussed in a joint presentation at the September 2013 International City/County Management Association (“ICMA”) conference. The conference power point is available at <http://www.ibts.org/services/municipal-services.html>

³⁷ But see section III for a discussion on when the laws applicable to cities may apply to nonprofit corporations.

³⁸ See, e.g., 81 Ops.Cal.Atty.Gen.281 (1998) (finding that a nonprofit created by a redevelopment agency generally must comply with the same laws and regulations as the agency itself, including open meeting laws, acquisition and relocation requirements, and public bidding and prevailing wage statutes).

legally required to comply with the Brown Act, Public Records Act, and Political Reform Act, it may wish to voluntarily opt in to the extent practicable.

A. Brown Act

The governing board of a nonprofit corporation may be a “legislative body” subject to the Ralph M. Brown Act. Government Code section 54952(c) provides that a “legislative body” includes:

“(c) (1) A board, commission, committee, or other multimember body that governs a private corporation, limited liability company, or other entity that either:

(A) Is created by the elected legislative body in order to exercise authority that may lawfully be delegated by the elected governing body to a private corporation, limited liability company, or other entity.

(B) Receives funds from a local agency and the membership of whose governing body includes a member of the legislative body of the local agency appointed to that governing body as a full voting member by the legislative body of the local agency.”

Whether a nonprofit is “created” by the elected legislative body of a government agency is a question of law.³⁹ “To ‘create’ means, among other things, ‘to bring into existence,’ or ‘to produce or bring about by a course of action or behavior.’”⁴⁰ A property owners association created by a city to perform administrative functions related to a business improvement district funded by assessments is a “legislative body” subject to the Brown Act.⁴¹ In *Epstein v. Hollywood Entertainment Dist. II Business Improvement District*, the District argued that its board was not subject to the Brown Act because, among other things, the District provided only “supplemental” services to the city.⁴² Calling it “backwards” to focus on the “supplemental” nature of the services, the court clarified that application of the Brown Act turns not on “the kinds of services, so much as the nature of the source of funding to be used for them.”⁴³

A nonprofit corporation formed to provide programming for a cable television channel set aside for educational use by a cable operator pursuant to its franchise agreement with a city and designated by the city to provide the programming services is subject to the Brown Act.⁴⁴ A nonprofit entity created by a community redevelopment agency, and delegated authority of the agency, is subject to the Brown Act.⁴⁵ Although the Brown Act may apply, a nonprofit

³⁹ *Epstein v. Hollywood Entertainment Dist. II Business Improvement Dist.* (2001) 87 Cal.App.4th 862, 876.

⁴⁰ *Californians Aware v. Joint Labor/Management Benefits Com.* (2011) 200 Cal.App.4th 972, 979-980 (quoting 92 Ops.Cal.Atty.Gen. 102, 107 (2009)).

⁴¹ *Epstein v. Hollywood Entertainment Dist. II Business Improvement Dist.* (2001) 87 Cal.App.4th 862.

⁴² *Id.* at 874.

⁴³ *Id.* (emphasis in original).

⁴⁴ 85 Ops.Cal.Atty.Gen. 55 (2002).

⁴⁵ 81 Ops.Cal.Atty.Gen. 281 (1998).

corporation's board may not be authorized to meet in closed session with the city attorney of its creating city. For instance, the Brown Act does not authorize a nonprofit created by a redevelopment agency and delegated authority to negotiate settlement of eminent domain disputes to meet in closed session with the redevelopment agency's legal counsel unless the nonprofit is a party to the dispute.⁴⁶

A private pre-existing corporation does not become subject to the Brown Act by simply entering into a contractual arrangement to exercise authority that a government entity could exercise.⁴⁷ Further, a nonprofit corporation is not subject to the Brown Act merely because it receives public funds.⁴⁸ For instance, the DWP nonprofits discussed in Section IV(A) below are not subject to the Brown Act because, although funded by the city, their boards do not include a member of the legislative body of the city.⁴⁹

B. Public Records Act

As a private corporation, a nonprofit is generally not subject to the Public Records Act;⁵⁰ however, "entities that are legislative bodies of a local agency pursuant to subdivisions (c) and (d) of Section 54952 [of the Brown Act]"⁵¹ must comply with the Public Records Act.⁵² **To emphasize, not all nonprofits subject to the Brown Act are subject to the Public Records Act—only those subject to the Brown Act under subdivision (c) or (d) of Section 54952 of the Government Code.** Nonprofit corporations that voluntarily subject themselves to the Brown Act do not consequently become subject to the Public Records Act. Meeting agendas and other writings distributed to a majority of a board subject to the Brown Act in connection with a matter subject to discussion or consideration at an open meeting are public records.⁵³

C. Political Reform Act

⁴⁶ *Shapiro v. Board of Directors of the Centre City Development Corporation*, 134 Cal.App.4th 170, 182 (2005) ("we look to the content of section 54956.9 to determine whether a meeting between the legislative body of one local agency and the legal counsel of another local agency falls within the narrow category of closed-session meetings permitted by section 54956.9. Doing so, we conclude that nowhere in the plain text of section 54956.9 is the practice authorized.").

⁴⁷ *Epstein v. Hollywood Entertainment District II Business Improvement District*, 87 Cal.App.4th 862, 871 (2001) (citing *International Longshoremen's & Warehousemen's Union v. Los Angeles Export Terminal, Inc.*, 69 Cal.App.4th 287, 300, fn. 5).

⁴⁸ Cal. Attorney Gen. Office, *The Brown Act: Open Meetings for Legislative Bodies* (2003) pp. 5-6, available at http://caag.state.ca.us/publications/2003_Intro_BrownAct.pdf

⁴⁹ 87 Ops.Cal.Atty.Gen.19 (2004).

⁵⁰ See, e.g., *Community Youth Athletic Center v. City of National City* (2013) 220 Cal.App.4th 1385 and *Consolidated Irrigation District v. Superior Court* (2012) 205 Cal.App.4th 697.

⁵¹ Gov. Code § 6252 (a).

⁵² 85 Ops.Cal.Atty.Gen.55 (2002) ("Our answer to the first question [applicability of the Brown Act] thus answers the second question [applicability of the Public Records Act].")

⁵³ Gov. Code § 54957.5(a).

The Political Reform Act contains two main requirements: covered agencies must adopt a conflict of interest policy and covered “public officials” must disclose their economic interests.⁵⁴ Nonprofit board members are frequently wealthy and well-connected individuals who may prefer to keep their financial information private, and certainly do not think of themselves as “public officials” subject to public scrutiny. However, board members may be required to file statements of economic interest (FPPC Form 700) if the nonprofit corporation satisfies the four-part “*Siegel* test.” The requirements of the Political Reform Act cannot simply be ignored; violators may be subject to fines and criminal prosecution.⁵⁵

The Political Reform Act defines “public official” as “every member, officer, employee or consultant of a state or local government agency.”⁵⁶ The Fair Political Practices Commission (“FPPC”) defines “member” to include “salaried or unsalaried members of committees, boards or commissions with decisionmaking authority,” meaning that the committee, board or commission:

- (i) may make a final governmental decision;
- (ii) may compel a governmental decision;
- (iii) may prevent a governmental decision either by reason of an exclusive power to initiate the decision or by reason of a veto that may not be overridden; or
- (iv) makes substantive recommendations that are, and over an extended period of time have been, regularly approved without significant amendment or modification by another public official or governmental agency.⁵⁷

In determining whether a nonprofit corporation is a “local government agency,” the FPPC considers four criteria:

- (i) Whether the impetus for formation of the corporation originated with a government agency;
- (ii) Whether it is substantially funded by, or its primary source for funds is, a government agency;
- (iii) Whether one of the principal purposes for which it is formed is to provide services or undertake obligations which public agencies are legally authorized to perform and which, in fact, they traditionally have performed; and
- (iv) Whether the corporation is treated as a public entity by other statutory provisions.⁵⁸

Over time, some general rules have developed. A nonprofit corporation may be subject to the Political Reform Act even if it does not satisfy all four criteria.⁵⁹ Chambers of commerce, visitor bureaus, and downtown business associations perform activities that benefit government

⁵⁴ Gov. Code §§ 87200 – 87210.

⁵⁵ Gov. Code §§ 9100 – 91014.

⁵⁶ Gov. Code § 82048.

⁵⁷ Section 18701 of the Regulations of the FPPC, Title 2, Division 6, Cal. Code Regs., subdivision (a)(1). A comment to § 18701 advises: “In limited circumstances, the members of a nonprofit organization may be ‘public officials.’” (*In re Siegel* (1977) 3 FPPC Ops. 62.).

⁵⁸ *In re Siegel* (1977) 3 FPPC Ops. 62.

⁵⁹ *In re Carter* (2002) FPPC Advice Letter A-02-202.

agencies, but are not necessarily traditionally performed by government agencies.⁶⁰ Tax-exempt status alone is not sufficient to find that the corporation is treated as a public entity.⁶¹ However, a fact-specific analysis is required to determine whether any given nonprofit corporation is subject to the Political Reform Act. When in doubt, seek the advice of the FPPC.

In addition, a nonprofit corporation may be considered a “state actor” under federal law. For purposes of discrimination actions under 42 U.S.C. section 1983, a volunteer fire company is a “state actor” even if it is a private, nonprofit corporation,⁶² because “[f]ire protection is a public function which amounts to state action even if the fire protection unit is composed of voluntary or unpaid members,” and “most volunteer fire companies occupy town-owned land and buildings and utilize town-owned firefighting equipment.”⁶³

IV. Maintaining Oversight and Control

Cities are advised to maintain ongoing oversight and an appropriate level of control over the nonprofit corporations that they create. Proper oversight can deter questionable financial practices of the nonprofit and control may be necessary in certain contexts.

A. Oversight as a Deterrent to Bad Behavior

Two nonprofit organizations (the Joint Safety Institute [JSI] and Joint Training Institute [JTI]) were created several years ago through collective bargaining between the City of Los Angeles Department of Water and Power (“DWP”) and its employees’ labor union. The organizations were created to administer workforce training and safety programs, and are contractually entitled to annual contributions from the City. A fairly recent news article reported that the City had contributed a cumulative \$40 million, some portion of which was spent by the nonprofits on questionable activities.⁶⁴ In response to the revelation, Los Angeles Mayor Eric Garcetti sought the financial records of the organizations, which they refused to disclose on grounds that they “are not city agencies and therefore not subject to open records laws.”⁶⁵ Thus began the epic legal battle that continues today.

The City subpoenaed the nonprofit organizations’ financial records, and the organizations moved to quash the subpoena.⁶⁶ In upholding the subpoena, the court found that while the operative agreements between the City and the organizations did not expressly subject them to a

⁶⁰ *Id.*

⁶¹ *Id.*

⁶² *Gibson v. Hurleyville Fire Co. No. 1*, 1 F.Supp.2d 329, 330 (S.D.N.Y., 1998).

⁶³ Survey of 1998 Nonprofit Case Law (January-June), 33 U.S.F. L. Rev. 231, 252 (Winter 1999).

⁶⁴ Jack Dolan and Emily Alpert Reyes, *DWP Union Boss Warns City Not to Withhold Payments to Nonprofits*, L.A. TIMES, June 17, 2014.

⁶⁵ *D’Arcy v. Galperin*, Los Angeles Superior Court Case No. BS146924, n. 9 (“The California Attorney General has stated that the JSI and JTI are not ‘public agencies’ subject to the open-meeting requirements of the Brown Act. 87 Cal.Ops.Atty.Gen. 19 (2004).” The ruling is subject to a stay while the Second District Court of Appeal reviews the lower court’s judgment.

⁶⁶ *Id.*

City audit, a “broad construction” of the City’s charter provision authorizing the Controller to audit the accounts of “every person charged in any way with the safe-keeping or disbursement of public money” provided sufficient authority. Relying on *People v. Johnson*,⁶⁷ which found that monies disbursed to a private entity remained “public funds” so long as the government continues to exercise supervision and control over the funds and their ultimate use, the court found that the grants remained “public funds” subject to audit under the City charter... “albeit barely.”⁶⁸

As a third prong of the trifecta effort to learn how City funds were spent, the City replaced its appointed members on the organizations’ board of trustees. However, to avoid sharing information with the City’s appointees, the organizations refused to recognize the validity of the appointments and to meet. On July 18, 2014, the Los Angeles Superior Court ordered the organizations to recognize the City’s appointees, but declined to go so far as to order the board to meet.⁶⁹

The unfortunate ordeal could have been avoided if the funding agreement included a provision authorizing the City to review the organizations’ accounts.

B. Control May Have Legal Implications

In some instances, the city may need to retain a certain amount of control over the nonprofit to protect certain legal interests. For instance, in *Los Angeles County v. Nesvig*,⁷⁰ discussed in Section II(B)(2) above, the sublease operating contract incident to a lease-back arrangement was challenged as an unlawful delegation to a private entity of a government agency’s power. The court described the following “general rule”:

“while a public body may not delegate its power of control over public affairs to a private group, it may delegate the performance of administrative functions to such groups if it retains ultimate control over administration so that it may safeguard the public interest.” Thus, “there are two issues, whether the function is a proper one for delegation, and whether the manner of delegation retains the necessary, ultimate control over administration in the hands of the public entity.”⁷¹

Whether sufficient control is retained largely depends on the facts of the case. For instance, failure to retain control of prices charged for facilities is fatal; however, retention of control over long-term and short-term subleases, admission prices, concessions, food and refreshment prices, and/or the operator’s annual budget satisfies the rule.⁷²

⁶⁷ 209 Cal.App.4th 800 (2012) (misappropriation of public funds by a group home).

⁶⁸ *D’Arcy v. Galperin*, Los Angeles Superior Court Case No. BS146924. Because the ruling is based on an interpretation of the City charter, the court did not determine the nonprofits’ argument that they are not subject to the Public Records Act or the Brown Act (n. 11).

⁶⁹ *James McDaniel et al. v. Brian D’Arcy et al*, Los Angeles Superior Court Case No. BC543782 (July 17, 2014 Tentative Ruling).

⁷⁰ (1965) 231 Cal.App.2d 603.

⁷¹ *Id.* at 616-617 (internal citations omitted).

⁷² *Id.*

Also, see the discussion in Section IV(A) regarding the impact of control on the “public” character of funds transferred to nonprofit corporations.

Conclusion

Cities have significant opportunities to expand and enhance public services through the use of nonprofit corporations. It is fairly easy to form a nonprofit corporation in California, and depending on the organization’s purpose, achieving tax-exempt status may be straightforward as well. Nonprofit corporations may provide access to alternative funding sources, serve as a mechanism for cities to reduce liabilities incident to certain activities, act as neutral intermediaries or independent contractors, and may allow certain activities to be conducted outside of the restrictions applicable to cities. However, nonprofit corporations may be subject to laws applicable to cities such as the Brown Act, Public Records Act, and Political Reform Act, and an analysis should be performed prior to formation to ensure that the corporate structure is compatible with expectations. The questions that follow may assist in preliminary planning. After the appropriate structure is designed and the nonprofit is formed, cities are well-advised to maintain appropriate levels of oversight and control.

Preliminary Considerations for Creating Nonprofit Corporations

1. ***What is the “mission” of the activity or project, and what is its public benefit?***
2. ***Does the mission or project have the potential to attract a dedicated base of donors and volunteers (i.e., might the project have “friends” or attract a “working board” that can assume some responsibilities of city staff)?***
3. ***Can it be accomplished more efficiently by a private organization?***
4. ***Are any existing nonprofit organizations in the community capable of accomplishing or contributing to the mission? If so, what is the relationship between existing nonprofit(s) and the city/community?***
5. ***Would partnering with an existing nonprofit benefit the project in a unique way or relieve the city from costs involved in formation and management of a new nonprofit organization?***
6. ***Do any aspects of the project necessitate city control over program design and/or implementation?***
7. ***Does success of the project require that some or all activities occur outside of public scrutiny (i.e., would the purpose be frustrated if the organization were subject to the Brown Act and Public Records Act)?***
8. ***Does the project qualify for alternative funding, such as tax-exempt revenue bonds, BID assessments, or grants?***

9. *If the city provides funding to the nonprofit, how will adequate control over and access to granted funds be accomplished?*
10. *Do labor agreements or other constraints prevent shifting city responsibilities to a private entity?*

Attachment 1- Sample Inquiry from DFEH re: Housing Discrimination Claim

response.

You must submit a response to the questions below within twenty (20) days of the date of this letter.

1. State the legal name of your business and any other name(s) under which you do or have done business in California.
2. State your business address. Please note that you are required to notify the DFEH in writing of any change of address and the effective date of such change while the complaint is under investigation and throughout any administrative adjudication. (California Code of Regulations, title 2, sections 7403 and 7411).
3. State type of legal business entity (i.e., corporation, partnership, limited partnership, sole proprietorship).
4. State the number of individuals you employ in California.
5. Does your company have a current contract(s) for the provisions of goods, services or public works with the State of California or receive federal funds? If so, name the awarding agency.
6. Identify and list the legal owners of the property named in the complaint by name, address, telephone number, and type of ownership.
7. Identify and list all other housing rental properties in California owned in whole or in part by each of the persons named above.
8. State the number of living units (individual apartments, houses, etc.) you or your company rent or lease to the public in California.
9. List all persons and/or firms involved in the management of the property named in the complaint by name, address, telephone number, job title, and management responsibility.
10. Are you a recipient of a state and/or federal low income housing tax credit for the property identified in the complaint?
11. Do you receive any HUD subsidies? If yes, please provide a detailed written explanation with documentation.
12. Provide relevant information or evidence that will assist us in determining the merits of the complaint.
13. Identify and list by name, title, address, and telephone number each individual who made the decision to deny complainant's accommodation request to be given priority for of the affordable units located at the property in the complaint.
14. State the reason[s] why the above decision maker took the above-mentioned actions.

15. Submit all communication records involving the complainant's accommodation requests and your actions upon those requests. If requests were verbal, provide a narrative of each request including dates and parties involved.
16. List all units address, unit number or other designations, home and work telephone numbers, and disabilities status of all the persons currently occupying each unit. Submit copies of the rental applications for all tenants listed. Indicate if rental is vacant.
17. For all persons who requested accommodations during the past 12 months, list the name, disability, address, home and work telephone numbers, date of request, reason for the request, and name of person who approved or denied each request and reasons for the approval or denial.
18. Describe in detail your policy and procedure for handling disabled tenant accommodation requests. Submit a copy of any written rules and policies. Explain how the policy was applied to the complainant.
19. Describe your rental policy or guidelines regarding people with disabilities. Submit a copy of your policy. Explain in detail how the policy was applied to the complainant.
20. Describe in detail your rental advertising procedures.
21. Describe in detail your rental procedures. Submit a copy of any written policy or procedures.
22. Describe in detail your criteria for selecting tenants. Submit a copy of any written policy or procedures.
23. For all persons who applied to rent during the last 12 months, list the name, address, telephone number, disability status, unit applied for [if known], and date of application. For each person indicate if accepted as tenants, and, if denied, indicate reason for denial.
24. Submit copies of the rental application of each current tenant. Indicate tenant's disability status.



CITY OF SEASIDE STAFF REPORT

Item No.: 10.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Mary Gutierrez, Fire Chief
Victor Damiani, Finance Director

DATE: May 20, 2021

SUBJECT: DISCUSS AND CONSIDER A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING A FISCAL YEAR 2020-2021 BUDGET AMENDMENT TO FUND THE REPLACEMENT OF FIRE HOSE AND APPARATUS DOORS FOR THE CITY FIRE DEPARTMENT IN THE AMOUNT OF \$311,560.00

RECOMMENDATION

Approve the resolution approving fiscal year 2020-2021 budget amendment to fund the replacement of fire hose and apparatus doors for the City Fire Department in the amount of \$311,560.00.

BACKGROUND

Fire Hose Background:

As fire crews began to conduct annual hose testing in April a large quantity of hose failed. Additionally, after completing a thorough inventory, the majority of the hose carried on all fire apparatus averaged 14 to 27 years old. NFPA 1962 (National Fire Protection Association) makes strong recommendations for fire departments to adopt a 10-year replacement rule.

Historically, Seaside fire department only purchased the minimum hose needed annually to keep fire apparatus in service. Much of this appears to be due to budget constraints. Older hoses were not replaced until they failed. Over past years the department attempted to obtain several AFG Grants (Assistance for Firefighters Grant) for total fire hose replacement but the grants were unsuccessful.

NFPA makes an argument that fire hose is life safety equipment in the way the turnouts and self contained breathing apparatus are life safety equipment. A fire hose line is a lifeline and a source of protection during interior and exterior fire attack. Likewise, supply hose (hose attached to a hydrant for water) failure can easily endanger firefighters on the interior of a structure in the same way that failure of turnouts or self contained breathing apparatus (SCBA) can injure firefighters. The standard for hose replacement can be found in NFPA 1962 (National Fire Protection Agency) - Standard for the Care, Use, Inspection, Service Testing, and Replacement of Fire Hose, Couplings, Nozzles, and Fire Hose Appliances.

We will need to purchase 195 sections of hose. The fire department has received quotes for all types and quantities of hose. In order to fully outfit all fire apparatus with hose that meets National Fire Protection Agency 1962 recommendations as well as industry safety standards the cost will be: \$96,560.61

Moving forward the fire department will adopt NFPA 1962 and ensure an adequate inventory and accounting of fire hose and request timely, adequate funding for future needs.

Apparatus Door Replacement:

The fire station was built in 1979. Documentation from public works indicates ongoing calls for service and repairs. Parts of the door have been replaced over the years but not all components. The CIP budget had \$225,000 in it for door replacement in 2019 however the doors were not replaced.

Over the past few years many of the apparatus doors have failed to open, opened only partially or failed to close after the engine left. If the door does not open, or partially opens, the crew must get out of the apparatus and spend critical time trying to open the door. If another fire crew is in the station they must verbally get their attention to take the emergency call. If both crews need to respond to an event such as a structure fire or vehicle accident there can be a negative outcome if resources are delayed.

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Properly operating fire station apparatus doors are a critical element in regards to timely response to emergency incidents. The age of a fire station, door framing, apparatus door design and the motors that drive them are all key elements that play into proper operation of apparatus doors. Repetitive use of the doors inherently leads to the need for continual repair and eventual replacement.

The 2019-2024 Seaside Fire Department Community Driven Strategic Plan identified critical issues and service gaps for the city of Seaside. A SWOT (Strengths, Weaknesses, Opportunities and Threats) identified that the fire station had areas that

needed improvement. Goals and Objectives were also identified. Identifying Capital improvement projects in regards to the station was identified as Goal 4. The apparatus door replacement has been identified as a Capital Improvement project of the highest priority since it critical for timely emergency response for each and every call the fire department is dispatched to.

The Superintendent of facilities recommends replacement of the 6 primary apparatus doors used for emergency response. The cost estimate for replacement of 6 of 10 doors is \$216,000. The estimate for each door is \$30,000 with a 20% contingency.

There is no need at this time to replace the 4 remaining doors because they are not used for emergency response.

FISCAL IMPACT

The City's general fund is expected to realize a year end budget surplus of approximately \$3.5 million. If the City Council approves the proposed replacements the expected year end budget surplus would decrease to approximately \$3.2 million.

ATTACHMENTS

1. Budget Amendment Resolution

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING A FISCAL YEAR 2020-2021 BUDGET AMENDMENT TO FUND THE REPLACEMENT OF FIRE HOSE AND APPARATUS DOORS FOR THE CITY FIRE DEPARTMENT IN THE AMOUNT OF \$311,560

WHEREAS, NFPA 1962 (National Fire Protection Association) makes strong recommendations for fire departments to adopt a 10-year replacement rule. ; and

WHEREAS, the majority of the hose carried on all City fire apparatus averaged 14 to 27 years old; and

WHEREAS, The City fire station was built in 1979; and

WHEREAS, Over the past few years many of the Fire Station apparatus doors have failed to open, opened only partially or failed to close after the engine left; and

WHEREAS, The Superintendent of facilities recommends replacement of the 6 primary apparatus doors used for emergency response; and

WHEREAS, The City's general fund expects a year end budget surplus sufficient to fund the requested appropriations; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby approves a budget amendment to the fiscal year 2020-2021 budget appropriating \$311,560 from the General Fund to the City Fire Department to fund the replacement of fire hose and apparatus doors.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 20th day of May by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 10.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Sheri Damon, City Attorney

DATE: May 20, 2021

**SUBJECT: DISCUSS AND PROVIDE DIRECTION TO STAFF ON
COMMENTING ON PENDING LEGISLATION AMENDING THE
BROWN ACT (AB 703)**

RECOMMENDATION

Discuss AB703 and give direction about whether or not to direct staff to comment/support or oppose the pending legislation.

BACKGROUND

At the meeting of May 6, 2021, Councilmember Campbell requested a discussion and direction to staff to submit comments to the legislature on bills amending the Brown Act and in particular, AB703. At the last meeting, Council was given an update. Since the time of the last report, AB703 has moved into a two-year bill. AB703 focuses on teleconferencing in particular and would amend the noticing requirement, but is unclear as to the revisions. Attached to this report is the most recent version of AB703 and a potential support with amendment letter for council consideration and discussion.

FISCAL IMPACT

N/A

ATTACHMENTS

1. Bill Text: CA AB703 2021-2022
 2. Sample Support Letter AB703
-

Reviewed for Submission to the City Council by:



Craig Malin, City Manager



Bill Text: CA AB703 | 2021-2022 | Regular Session | Amended California Assembly Bill 703

Bill Title: Open meetings: local agencies: teleconferences.

Spectrum: Partisan Bill (Democrat 1-0)

Status: *(Introduced)* 2021-05-03 - Re-referred to Com. on L. GOV. [AB703 Detail]

Download: California-2021-AB703-Amended.html

AMENDED IN ASSEMBLY APRIL 29, 2021

CALIFORNIA LEGISLATURE— 2021–2022 REGULAR SESSION

ASSEMBLY BILL

NO. 703

Introduced by Assembly Member Blanca Rubio

February 16, 2021

An act to amend Section 54953 of the Government Code, relating to local government.

LEGISLATIVE COUNSEL'S DIGEST

AB 703, as amended, Blanca Rubio. Open meetings: local agencies: teleconferences.

Existing law, the Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to observe and provide comment. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined.

Existing law, Executive Order [No. N-29-20](#), suspends the Ralph M. Brown Act's requirements for teleconferencing during the COVID-19 pandemic, provided that notice requirements are met, the ability of the public to observe and comment is preserved, as specified, and that a local agency permitting teleconferencing have a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill would remove [the notice requirements particular to teleconferencing and would revise](#) the requirements of the act ~~particular to teleconferencing and to allow for teleconferencing subject to existing provisions regarding the posting of notice of an agenda and the ability of the public to observe the meeting and provide public comment.~~ [agenda, provided that the public is allowed to observe the meeting and address the legislative body directly both in person and remotely via a call-in option or internet-based service option, and that a quorum of members participate in person from a singular physical location clearly identified on the agenda that is open to the public and situated within the jurisdiction.](#) The bill would require that, in each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the local agency also give notice of the means by which members of the public may observe the meeting and offer public comment and that the legislative body have and

implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the federal Americans with Disabilities Act, as provided.

This bill would declare the Legislature's intent, consistent with the Governor's Executive Order [No. N-29-20](#), to improve and enhance public access to local agency meetings into the future, and considering the digital age, by allowing broader access through teleconferencing options.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

Digest Key

Vote: majority Appropriation: no Fiscal Committee: no Local Program: no

Bill Text

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall allow members of the public to observe the meeting and address the legislative ~~body, and it~~ *body directly pursuant to Section 54954.3 both at an in-person location and remotely via a call-in option or internet-based service option.* The local agency shall give notice of the meeting and post agendas as otherwise required by this chapter. ~~The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.~~ In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the local agency must also give notice of the means by which members of the public may observe the meeting and offer public comment. The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. *During the teleconference meeting, at least a quorum of the members of the legislative body shall participate in person from a singular location clearly identified on the agenda, which location shall be open to the public and situated within the boundaries of the territory over which the local agency exercises jurisdiction.* If the legislative body uses teleconferencing to hold a meeting, the legislative body must have and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and resolving any doubt in favor of accessibility. The procedure for receiving and resolving requests for accommodation must be noticed each time notice of the means by which members of the public may observe the teleconference meeting and offer public comment is made.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) Nothing in this subdivision shall be construed as discouraging members of a legislative body from regularly meeting at a common physical site within the jurisdiction of the local agency or from using teleconference locations within or near the jurisdiction of the local agency.

SEC. 2. It is the intent of the Legislature in enacting this measure to improve and enhance public access to local agency meetings into the future, and considering the digital age, by allowing broader access through teleconferencing options consistent with the Governor's Executive Order ~~29-20~~ *No. N-29-20* dated March 17, 2020, permitting expanded use of teleconferencing during the COVID-19 pandemic.

SEC. 3. The Legislature finds and declares that Section 1 of this act, which amends Section 54953 of the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in teleconference meetings.

CITY LETTERHEAD

DATE

[Add, author/committee]

**RE: AB 703 (Blanca Rubio) Open meetings: local agencies:
teleconferences.
Notice of SUPPORT with Amendment (As amended 5/3/2021)**

Dear Assembly Member Rubio,

The City/Town of _____ is pleased to support AB 703, which would expand the participation of the public in local meetings.

As local governments mobilized to address the spread of COVID-19, they have adjusted participation in meetings to include internet and telephone participation. While Californians are increasingly using the internet to connect with others, local governments have taken to online platforms to ensure civic engagement during these unprecedented times.

AB 703 preserves the ability of Cities to continue that civic engagement. The language on AB703, however, could be strengthened by clarifying the noticing provisions related to participation. As participation and access (both internet and telephonic participation have expanded), the notion of noticing a “teleconferencing location” and “posting” that location is outdated and impractical. Provided that the jurisdiction, has published the telephonic participation number and/or internet access information on the agenda, the need for posting specific “teleconferencing locations” should be eliminated. Thank you for your consideration of this suggested amendment.

With these clarifying amendments, the City/Town of _____ supports AB 703.

Sincerely,

NAME

TITLE

CITY/TOWN of _____

cc. Your Senator & Assembly Member