



A G E N D A

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

CONCURRENT MEETING
HYBRID (IN PERSON & VIRTUAL)
440 HARCOURT AVENUE
Thursday, August 5, 2021
5:00 PM

MASKS ARE REQUIRED FOR IN PERSON PARTICIPATION.

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. This meeting will be held in a hybrid format providing a physical location at *440 Harcourt Avenue, Council Chamber, Seaside, CA 93955.*

DETAILS FOR PUBLIC PARTICIPATION IN THIS COUNCIL MEETING:

IN PERSON PARTICIPATION: Protective face coverings required at all times, including when speaking.

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 and compiled as part of the record.
- During the Meeting via Oral Comments: When the Mayor 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 (on the phone, press *6). You may have up to 3 minutes to provide your comments, with time set by the discretion of the Mayor.

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	Mayor
David R. Pacheco	Mayor Pro Tem
Jason Campbell	Council Member
Jon Wizard	Council Member
Alexis Garcia-Arrazola	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 for "Presentations" on this agenda are also taken at this time, other comments for 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.

A. RECOGNIZING FIRE CAPTAIN CHRISTOPHER SCHNUTE AS FIREFIGHTER OF THE YEAR

B. RECOGNIZING POLICE OFFICER JOHN CRIVELLO AS POLICE OFFICER OF THE YEAR

7. PRESENTATIONS

A. VACCINATION UPDATE (FIRE CHIEF GUTIERREZ)

8. CONSENT AGENDA

A. APPROVE MINUTES FROM JULY 15, 2021

RECOMMENDATION: Approve minutes as presented in agenda packet.

B. APPROVE MINUTES FROM JULY 29, 2021 SPECIAL MEETING

RECOMMENDATION: Approve minutes as presented in agenda packet.

C. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of July 3, 2021 through July 16, 2021 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending July 15, 2021. Total Accounts Payable and Payroll for the above referenced period is \$5,740,372.52.

D. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of July 3, 2021 through July 16, 2021 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending July 15, 2021. Total Accounts Payable and Payroll for the above referenced period is \$145,881.25.

E. ACCEPT AND FILE THE CASH AND INVESTMENTS REPORT FOR THE CITY OF SEASIDE AND THE SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE FOR THE QUARTER ENDING JUNE 30, 2021.

RECOMMENDATION: Accept and file the City of Seaside and the Successor Agency to the Redevelopment Agency of the City of Seaside Cash and Investment Report for the quarter ending June 30, 2021.

F. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE RAIDERS YOUTH FOOTBALL FOR THE 2021 SEASON

RECOMMENDATION: Approve a request from Seaside Raiders Youth Football for a donation of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund to help cover the costs of associated with their football and cheer program.

G. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST RETROACTIVELY FROM SEASIDE RAIDERS YOUTH FOOTBALL FOR 2020 SEASON

RECOMMENDATION: Approve a request retroactively to Seaside Raiders Youth Football for a donation of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund to help cover the elevated costs associated with their 2020 football and cheer season.

H. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM MONTEREY CONDORS (SOCCER) CLUB

RECOMMENDATION: Approve a request from the Monterey Condors (Soccer) Club for a donation of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund for the costs associated with funding tournaments and community events.

I. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE BLADE RUNNERS BASKETBALL TEAM

RECOMMENDATION: Approve a request from Seaside Blade Runners Basketball Team, for a donation of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund to help cover the costs for equipment, uniforms, gym expenses, tournaments and transportation.

J. PROCLAMATION RECOGNIZING SEPTEMBER AS CHILDHOOD CANCER AWARENESS MONTH IN THE CITY OF SEASIDE

RECOMMENDATION: Proclaim September as Childhood Cancer Awareness Month.

K. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES FOR DESIGN SERVICES IN SUPPORT OF BUILDING REMOVAL FOR PHASE 1 OF THE CAMPUS TOWN DEVELOPMENT FOR AN AMOUNT NOT TO EXCEED \$198,690.00.

RECOMMENDATION: Adopt a Resolution (Attachment 1) authorizing the City Manager to execute an Amendment (Attachment 2) to the Professional Services Agreement with Harris & Associates for design services in support of building removal for Phase 1 of the Campus Town development for an amount not to exceed \$198,690.00.

L. RESOLUTION DESIGNATING THE CITY OF SEASIDE'S AGENT TO ENGAGE WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND/OR THE GOVERNOR'S OFFICE OF EMERGENCY SERVICES

RECOMMENDATION: Adopt resolution designating the City of Seaside's agent to engage with the Federal Emergency Management Agency and/or the Governor's Office of Emergency Services.

M. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH KOFF & ASSOCIATES FOR RECRUITMENT SERVICES FOR AN AMOUNT NOT TO EXCEED \$60,000.00

RECOMMENDATION: Adopt the resolution authorizing the City Manager to enter into a contract with Koff & Associates, a division of Gallagher Benefit Services Inc. for recruitment services for an amount not to exceed \$60,000.00.

N. APPROVE EXECUTIVE AGREEMENT WITH ROBERTA GREATHOUSE TO BECOME ACTING CITY MANAGER

RECOMMENDATION: Approve an Executive Employment Agreement with Roberta Greathouse to become Acting City Manager. The agreement will take effect on September 4, 2021, the total monthly compensation will be \$20,247.00, and the total monthly savings to the City will be approximately \$14,700.00.

9. PUBLIC HEARING

A. SECOND READING OF THE FOLLOWING THREE ORDINANCES TO MODIFY THE SEASIDE MUNICIPAL CODE TO ADDRESS PLASTIC POLLUTION AND WASTE REDUCTION IN THE CITY OF SEASIDE (SECOND READING – ROLL CALL VOTE)

RECOMMENDATION: Pass to print:

1. Amendment of Seaside Municipal Code, Title 8, Chapter 8.60 in its entirety to establish updated regulations limiting single use plastics in the City; and
2. Amendment of Seaside Municipal Code, Title 8, Chapter 8.62 to establish updated regulations for consistency with the associated amendments of 8.60; and
3. Amendment of Seaside Municipal Code, Title 8, Chapter 8.28 to establish updated regulations for continued compliance with the state water resources control board's trash provisions.

10. BUSINESS ITEMS

A. RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A REIMBURSEMENT AGREEMENT WITH KB BAKEWELL SEASIDE VENTURE II FOR CAMPUS TOWN SPECIFIC PLAN AREA IMPROVEMENTS

RECOMMENDATION: Authorize the City Manager to enter into a Reimbursement Agreement with KB Bakewell Seaside Venture II, LLC to provide for reimbursement for oversized improvements constructed for the benefit of the Campus Town Specific Planning area, in substantially the form as attached, subject to review and final approval of the City Attorney.

11. COUNCIL MEMBER REQUESTS

A. REPORTS ON REQUESTS FROM PRIOR MEETING

B. NEW COUNCIL MEMBER REQUESTS

12. MAYOR, CITY COUNCIL, CITY MANAGER AND CITY ATTORNEY

COMMENTS AND REPORTS ON COMMITTEE ASSIGNMENTS

This is a time specifically set aside to make brief comments of general interest to the community, and report on committee assignments.

13. CLOSED SESSION

A. PUBLIC EMPLOYMENT PURSUANT TO GOVERNMENT CODE 54957 POSITION TO BE FILLED: CITY MANAGER

B. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (TWO MATTERS)

C. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9- EXISTING LITIGATION: MONTEREY COUNTY SUPERIOR COURT CASE 20CV003118, PEOPLE V. ARZADON, ETAL.

14. ADJOURNMENT

*This meeting will be adjourned in the memory and honor of
Richard Leo Avila (1934 – 2021)*

Next Regularly Scheduled Meeting:
August 19, 2021
5:00 PM

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

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



DRAFT MINUTES
CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING

HYBRID (VIRTUAL & IN PERSON)
440 HARCOURT AVE
Thursday, July 15, 2021
5:00 PM

1. CALL TO ORDER

Mayor Oglesby called the meeting to order at 5:00 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 Kenneth Murray and the Pledge was led by Mayor Pro Tem Pacheco.

Mayor Oglesby allowed the City Clerk Dominique Davis to provide announcements concerning required conduct and features for accessibility of the hybrid meeting setting. Closed captions and Spanish translation are available for Zoom participants.

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

Regina Mason, Jerry Robinson, Tanja Roos, Al Farley, Sarah Haller, Leonard, Peter Kaiser, Ruthie Watts, Tim Brown III, Shelley Brown, Alice Jordan

6. PUBLIC AGENCY COMMUNICATIONS

Seaside Police Department: National Night Out event on August 3 from 4-7pm

7. PRESENTATIONS

A. VACCINATION UPDATE

Presented by Ashley Collick, Assistant City Manager

B. PRESENTATION RECOGNIZING SANDRA AND WILLIE GRAY FOR THEIR

DEDICATED YEARS OF SERVICE TO THE CITY OF SEASIDE

Presented by Mayor Ian N. Oglesby and Ashley Collick.

C. UPDATE ON THE CITY OF SEASIDE'S FOOD DISTRIBUTION EFFORTS

Presented by Dan Meewis, Recreation Director

D. ECONOMIC DEVELOPMENT QUARTERLY UPDATE

Presented by Trevin Barber, Assistant to the City Manager/Economic Development Director

E. JULY 4TH AFTER ACTION REPORT FROM POLICE

Presented by Police Deputy Chief Nick Borges

F. PRESENTATION FROM SUN STREET CENTERS

Presented by Daisy Villegas, Sun Street Centers Program Coordinator

Mayor Oglesby as Chair took privilege to allow Regina Mason, Village Project Inc. to make a public comment concerning presentation item 7A.

8. CONSENT AGENDA

Mayor Oglesby opened the floor for comments from the Council and the public. No comments or items were pulled from the Consent Agenda.

On motion by Mayor Pro Tem Pacheco and second by Councilmember Garcia-Arrazola and carried by the following roll call vote, the City Council moved to approve the Consent Agenda as presented.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

A. APPROVE MINUTES FOR JUNE 28, 2021 SPECIAL MEETING

ACTION: APPROVED

B. APPROVE MINUTES FOR JULY 1, 2021 REGULAR MEETING

ACTION: APPROVED

C. APPROVE AND FILE CITY CHECKS

ACTION: APPROVED & FILED

- D. APPROVE A RESOLUTION ADOPTING REVISED MUNICIPALITIES, COLLEGES, SCHOOLS INSURANCE GROUP (MCSIG) JOINT POWERS AUTHORITY (JPA) AGREEMENT**

ACTION: APPROVED RESO #21-61

- E. APPROVE A FEE WAIVER REQUEST FROM NARCOTICS ANONYMOUS FOR THE USE OF LAGUNA GRANDE HALL FOR A WOMEN'S BRUNCH**

ACTION: APPROVED

- F. ADOPT THE MEMORANDUM OF UNDERSTANDING BETWEEN THE MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT AND ITS MEMBER AGENCIES REGARDING ASSISTANCE WITH COMPLIANCE WITH CALIFORNIA SENATE BILL 1383**

ACTION: APPROVED

- G. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE HIGH SCHOOL FOOTBALL TEAM**

ACTION: APPROVED

- H. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM THE VILLAGE PROJECT/THE MAE C. JOHNSON EDUCATION & CULTURAL ENRICHMENT ACADEMY**

ACTION: APPROVED

- I. APPROVE ENVIRONMENTAL SERVICES COOPERATIVE AGREEMENT (ESCA) QUARTERLY REPORT**

ACTION: APPROVED

- J. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENTS TO THE PROFESSIONAL SERVICES AGREEMENT WITH VISTA ENVIRONMENTAL CONSULTING FOR DESIGN SERVICES IN SUPPORT OF BUILDING REMOVAL FOR CAMPUS TOWN DEVELOPMENT UP TO AN ADDITIONAL AMOUNT OF \$87,924.00**

ACTION: APPROVED RESO #21-62

- K. ADOPT A RESOLUTION AUTHORIZING AMENDMENT 2 TO THE AGREEMENT FOR CONTRACTOR SERVICES WITH PRECISION CONCRETE CUTTING FOR SIDEWALK INSPECTION AND MAINTENANCE SERVICES FOR AN AMOUNT NOT TO EXCEED \$85,000.00**

ACTION: APPROVED RESO #21-63

9. PUBLIC HEARING

**A. SECOND READING OF AN ORDINANCE OF THE CITY COUNCIL
AMENDING SEASIDE MUNICIPAL CODE (SMC) CHAPTERS RELATING TO
FAMILY HOME DAYCARES, SPECIFICALLY, SMC 17.52.050 (DAY CARE
FACILITIES), 17.98 (DEFINITIONS), 17.12.030 TABLE 2-1 (ALLOWED
LAND USES AND PERMIT REQUIREMENTS), AND 17.14.030 TABLE 2-4
(ALLOWED LAND USES AND PERMIT REQUIREMENTS). AMENDMENTS
ARE PROPOSED TO ACHIEVE COMPLIANCE WITH STATE LAW. (SECOND
READING, ROLL CALL VOTE)**

On motion by Councilmember Campbell and second by Mayor Pro Tem Pacheco and carried by the following roll call vote, the City Council moved to pass to print an ordinance amending Seaside Municipal Code chapters relating to family home daycares.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED ORD #2006

10. BUSINESS ITEMS

**A. CONSIDERATION OF THE APPLICATION AND RECOMMENDATION FROM
THE PARKS AND RECREATION COMMISSION AND THE ART AND
HISTORY COMMISSION FOR NAMING OF PARKS, STREETS, CITY
OWNED BUILDING AND RECREATIONAL FACILITIES FOR NAMING A
STREET AFTER FORMER CITY OF SEASIDE CITY MANAGER, TIM BROWN.**

The item was presented by Mr. Meewis whom also responded to questions from the Council.

PUBLIC COMMENT: Carole McKibbon, Pastor Kenneth Murray, Emerson Brown, Helen Rucker, Leonard, Pastor Ronald Britt, Shelley Brown, Franco Pacheco, Alvin Edwards

On motion by Mayor Pro Tem Pacheco and second by Councilmember Campbell and carried by the following roll call vote, the City Council moved to deny the application for naming a street after former City Manager Tim Brown.

RESULT: 4-0-1-0

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

ACTION: DENIED

B. PROVIDE DIRECTION FOR THE 2021/22 COMMUNITY SOCIAL SERVICES GRANT (CSS)

The item was presented by Ms. Collick, whom also responded to questions from the Council.

PUBLIC COMMENT: Robert Daniels, Rosalyn Green, Da'Ja Robinson, Karla Lobo, Leonard, Tinisha Dunn, Regina Mason

On motion by Councilmember Campbell and second by Councilmember Wizard and carried by the following roll call vote, the City Council provided direction as how to proceed with the facilitation of the 2021/22 Community Social Services Grant.

RESULT: 5-0-0-0
AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES: None
ABSTAIN: None
ABSENT: None

ACTION: DIRECTION PROVIDED

C. HYBRID CITY COUNCIL MEETINGS CONTINUATION

The item was presented by City Manager Craig Malin, whom also responded to questions from the Council.

Public comment was opened and none was received.

On motion by Councilmember Campbell and second by Councilmember Wizard and carried by the following roll call vote, the City Council moved to continue hybrid meetings until September 30 and re-evaluate the need at or around that time.

RESULT: 5-0-0-0
AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES: None
ABSTAIN: None
ABSENT: None

ACTION: DIRECTION PROVIDED

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCILMEMBER REQUESTS

Councilmember Campbell informed the Council that Landwatch has requested the Council's support on new deep wells and asked that the letter drafted by Landwatch be considered by each Councilmember to sign. Mayor Oglesby clarified that in the event more than two Councilmembers choose to sign then it must be routed through the appropriate process.

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

Reports provided by Councilmember Wizard, Councilmember Campbell, Mayor Pro Tem Pacheco and Mayor Oglesby.

13. CLOSED SESSION

City Attorney Sheri Damon read the Closed Session items and anticipated announcements after the session.

A. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE 54956.9 EXISTING LITIGATION MONTEREY COUNTY SUPERIOR COURT CASE NO. 20CV003118, PEOPLE V. ARZADON, ET AL.

B. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9 POTENTIAL LITIGATION (TWO MATTERS)

C. PUBLIC EMPLOYMENT PURSUANT TO GOVERNMENT CODE 54957 POSITION TO BE FILLED CITY MANAGER

At the end of Closed Session, Ms. Damon announced that for the item 13C the City Council accepted the resignation of existing City Manager Craig Malin effective September 3, 2021 and; authorized the negotiation of a contract with Human Resources Director/Risk Manager, Roberta Greathouse for Acting City Manager and; authorized the release of a Request for Proposals for an executive recruiter for the position of City Manager.

14. ADJOURNMENT

With no further business, the meeting adjourned at 9:45 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



**DRAFT MINUTES
CITY OF SEASIDE
CITY COUNCIL**

SPECIAL MEETING
HYBRID (VIRTUAL & IN PERSON)
440 HARCOURT AVENUE
Thursday, July 29, 2021
5:00 PM

1. CALL TO ORDER

Mayor Oglesby called the meeting to order at 5:00 p.m.

2. ROLL CALL – ESTABLISHMENT OF QUORUM

PRESENT: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
ABSENT: None

3. PLEDGE OF ALLEGIANCE

Led by Councilmember Garcia-Arrazola

4. PUBLIC COMMENT

Eloise Shim, Rachel Christopherson

5. PUBLIC HEARING

**A. INTRODUCTION OF THE FOLLOWING THREE ORDINANCES TO MODIFY
THE SEASIDE MUNICIPAL CODE TO ADDRESS PLASTIC POLLUTION AND
WASTE REDUCTION IN THE CITY OF SEASIDE. (FIRST READING – ROLL
CALL VOTE):**

Beth Rocha, Senior Planner co-presented the item with Lacey Raak, Environmental Commission Chair and responded to questions and comments from the Council.

PUBLIC COMMENT: Kathy Rivera, Kay Cline, Karen Andersen, Claudia Pineda Tibbs, Mariana de Val, Kera Abraham-Panni, Catherine Crockett, Colida Johnson, Tim Flanagan (Monterey Regional Waste Management District General Manager)

On motion by Councilmember Campbell and second by Mayor Pro Tem Pacheco and carried by the following roll call vote, the City Council moved to pass to print the draft ordinance modifying the Seaside Municipal Code to address plastic pollution and waste reduction in the City of Seaside.

Result: 5-0-0-0

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

NOES: None

ABSENT: None

ABSTAIN: None

6. ADJOURNMENT

With no further business, the meeting adjourned at 6:50 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



CITY OF SEASIDE STAFF REPORT

Item No.: 8.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Jessica Riley, Assistant Finance Director

DATE: August 5, 2021

SUBJECT: APPROVE AND FILE CITY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of July 3, 2021 through July 16, 2021 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending July 15, 2021. Total Accounts Payable and Payroll for the above referenced period is \$5,740,372.52.

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:

- \$422,343.03 for Payroll and benefits
- \$30,525.00 to Community Human Services for Fiscal year 2021/22 allocation for the City and School District members of the Joint Powers Agency.
- \$10,958.00 to Monterey County Transportation Agency for Local agency contribution for Fiscal Year 2021-22 for congestion management & traffic monitoring planning.

- \$775,669.93 to Wells Fargo Bank for Seaside pension obligation bond 2007 Series A payment for FY 2020/21.
- \$2,665,142.00 to California Joint Powers Insurance Authority for Fiscal year 2021/22 worker's compensation contribution.
- \$61,806.00 to California Joint Powers Insurance Authority for SCSD - Fiscal year 2021/22 worker's compensation contribution.
- \$131,588.00 to California Joint Powers Insurance Authority for Fiscal year 2021/22 contribution for the All-Risk Property Insurance Program.
- \$22,385.04 to Motorola Solutions for APX8500 radio for new Police Department vehicles, including multi-key encryption, vote scan, all band, & no wifi antenna.
- \$12,630.00 to Angelina's Bakery Deli & Café for Preparing and delivering meals, 3x/day, 4x/week for the Great Plates Initiative from 6/28/2021-7/3/2021.
- \$15,864.00 to Googie Grill for Preparing and delivering meals, 3x/day, 4x/week for the Great Plates Initiative from 6/28/2021-7/4/2021.
- \$1,089,084.94 to A. Teichert & Son, Inc. for Construction services for the City Pavement Rehabilitation Project Phase 3 through 4/30/2021.
- \$60,506.22 to The Huntington Capital Corporation for SCSD - Lease payment for 2016 International 7400 4x2 Vector Truck. Contract #101-0077965-001.
- \$10,004.68 to Silver & Wright, LLC for Legal services for 1661 Mescal Court, Total hours = 51.2.

The remaining checks, totaling \$431,865.68 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.D.

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

FROM: Craig Malin, City Manager

BY: Jessica Riley, Assistant Finance Director

DATE: August 5, 2021

SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of July 3, 2021 through July 16, 2021 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending July 15, 2021. Total Accounts Payable and Payroll for the above referenced period is \$145,881.25.

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:

- \$145,881.25 to U.S. Bank for Debt service payment for the Successor Agency to the Redevelopment Agency of the City of Seaside 2014 Tax Allocation Bond.

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.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Jessica Riley, Assistant Finance Director
Victor Damiani, Finance Director

DATE: August 5, 2021

**SUBJECT: ACCEPT AND FILE THE CASH AND INVESTMENTS REPORT FOR
THE CITY OF SEASIDE AND THE SUCCESSOR AGENCY OF THE
REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE FOR THE
QUARTER ENDING JUNE 30, 2021.**

RECOMMENDATION

Accept and file the City of Seaside and the Successor Agency to the Redevelopment Agency of the City of Seaside Cash and Investment Report for the quarter ending June 30, 2021.

BACKGROUND

Section 53646 of the California State Government code requires the fiscal officer to prepare a quarterly report detailing the City's and the Agency's cash and investments. The City of Seaside's and the Successor Agency's Investment Policy requires a quarterly report. This report covers the Fiscal Year 2021 third quarter beginning April 1, 2021 and ending June 30, 2021.

The June 30, 2021 report shows that approximately 97% of the portfolio is City of Seaside funds and 3% is Successor Agency Funds. 29% of the funds are invested in the Local Agency Investment Fund with the State of California.

FISCAL IMPACT

No fiscal impact

ATTACHMENTS

1. LAIF Program Description
 2. LAIF Historical Interest Rates
 3. PMIA - LAIF Performance Report 20210630
 4. Quarterly Investment Exhibits - 4Q quarter ended 06-30-21
-

Reviewed for Submission to the City Council by:



Craig Malin, City Manager



LOCAL AGENCY INVESTMENT FUND

Program Description

The Local Agency Investment Fund (LAIF), a voluntary program created by statute, began in 1977 as an investment alternative for California's local governments and special districts and it continues today under Treasurer Fiona Ma's administration. The enabling legislation for the LAIF is Section 16429.1 et seq. of the California Government Code.

This program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office professional investment staff at no additional cost to the taxpayer.

The LAIF is part of the Pooled Money Investment Account (PMIA). The PMIA began in 1955 and oversight is provided by the Pooled Money Investment Board (PMIB) and an in-house Investment Committee. The PMIB members are the State Treasurer, Director of Finance, and State Controller.

The Local Investment Advisory Board (LIAB) provides oversight for LAIF. The Board consists of five members as designated by statute. The State Treasurer, as Chair, or her designated representative, appoints two members qualified by training and experience in the field of investment or finance, and two members who are treasurers, finance or fiscal officers or business managers employed by any county, city or local district or municipal corporation of this state. The term of each appointment is two years or at the pleasure of the Treasurer.

All securities are purchased under the authority of Government Code Section 16430 and 16480.4. The State Treasurer's Office takes delivery of all securities purchased on a delivery versus payment basis using a third party custodian. All investments are purchased at market and a market valuation is conducted monthly.

Additionally, the PMIA has Policies, Goals and Objectives for the portfolio to make certain that our goals of Safety, Liquidity and Yield are not jeopardized and that prudent management prevails. These policies are formulated by Investment Division staff and reviewed by both the PMIB and the LIAB on an annual basis.

The State Treasurer's Office is audited by the Bureau of State Audits on an annual basis and the resulting opinion is posted to the State Treasurer's Office website following its publication. The Bureau of State Audits also has a continuing audit process throughout the year. All investments and LAIF claims are audited on a daily basis by the State Controller's Office as well as an internal audit process.

Under Federal Law, the State of California cannot declare bankruptcy, thereby allowing the Government Code Section 16429.3 to stand. This Section states that "moneys placed with the Treasurer for deposit in the LAIF by cities, counties, special districts, nonprofit corporations, or qualified quasi-governmental agencies shall not be subject to either of the following: (a) transfer or loan pursuant to Sections 16310, 16312, or 16313, or (b) impoundment or seizure by any state official or state agency."

During the 2002 legislative session, California Government Code Section 16429.4 was added to the LAIF's enabling legislation. This Section states that "the right of a city, county, city and county, special district, nonprofit corporation, or qualified quasi-governmental agency to withdraw its deposited moneys from the LAIF, upon demand, may not be altered, impaired, or denied in any way, by any state official or state agency based upon the state's failure to adopt a State Budget by July 1 of each new fiscal year."

The LAIF has grown from 293 participants and \$468 million in 1977 to 2,362 participants and \$26.7 billion at the end of December 2019.



LOCAL AGENCY INVESTMENT FUND

Quarterly Apportionment Rates

	March	June	September	December
1977	5.68	5.78	5.84	6.45
1978	6.97	7.35	7.86	8.32
1979	8.81	9.10	9.26	10.06
1980	11.11	11.54	10.01	10.47
1981	11.23	11.68	12.40	11.91
1982	11.82	11.99	11.74	10.71
1983	9.87	9.64	10.04	10.18
1984	10.32	10.88	11.53	11.41
1985	10.32	9.98	9.54	9.43
1986	9.09	8.39	7.81	7.48
1987	7.24	7.21	7.54	7.97
1988	8.01	7.87	8.20	8.45
1989	8.76	9.13	8.87	8.68
1990	8.52	8.50	8.39	8.27
1991	7.97	7.38	7.00	6.52
1992	5.87	5.45	4.97	4.67
1993	4.64	4.51	4.44	4.36
1994	4.25	4.45	4.96	5.37
1995	5.76	5.98	5.89	5.76
1996	5.62	5.52	5.57	5.58
1997	5.56	5.63	5.68	5.71
1998	5.70	5.66	5.64	5.46
1999	5.19	5.08	5.21	5.49
2000	5.80	6.18	6.47	6.52
2001	6.16	5.32	4.47	3.52
2002	2.96	2.75	2.63	2.31
2003	1.98	1.77	1.63	1.56
2004	1.47	1.44	1.67	2.00
2005	2.38	2.85	3.18	3.63
2006	4.03	4.53	4.93	5.11
2007	5.17	5.23	5.24	4.96
2008	4.18	3.11	2.77	2.54
2009	1.91	1.51	0.90	0.60
2010	0.56	0.56	0.51	0.46
2011	0.51	0.48	0.38	0.38
2012	0.38	0.36	0.35	0.32
2013	0.28	0.24	0.26	0.26
2014	0.23	0.22	0.24	0.25
2015	0.26	0.28	0.32	0.37
2016	0.46	0.55	0.60	0.68
2017	0.78	0.92	1.07	1.20

	March	June	September	December
2018	1.51	1.90	2.16	2.40
2019	2.55	2.57	2.45	2.29
2020	2.03	1.47*	0.84	0.63
2021	0.44	0.33	-	-

*Revised 7/21/2020 per State Controller's Office



PMIA/LAIF Performance Report as of 07/15/21



PMIA Average Monthly Effective Yields⁽¹⁾

Jun	0.262
May	0.315
Apr	0.339

Quarterly Performance Quarter Ended 06/30/21

LAIF Apportionment Rate ⁽²⁾ :	0.33
LAIF Earnings Ratio ⁽²⁾ :	0.00000897371743018
LAIF Fair Value Factor ⁽¹⁾ :	1.00008297
PMIA Daily ⁽¹⁾ :	0.22%
PMIA Quarter to Date ⁽¹⁾ :	0.30%
PMIA Average Life ⁽¹⁾ :	291

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 06/30/21 \$193.3 billion

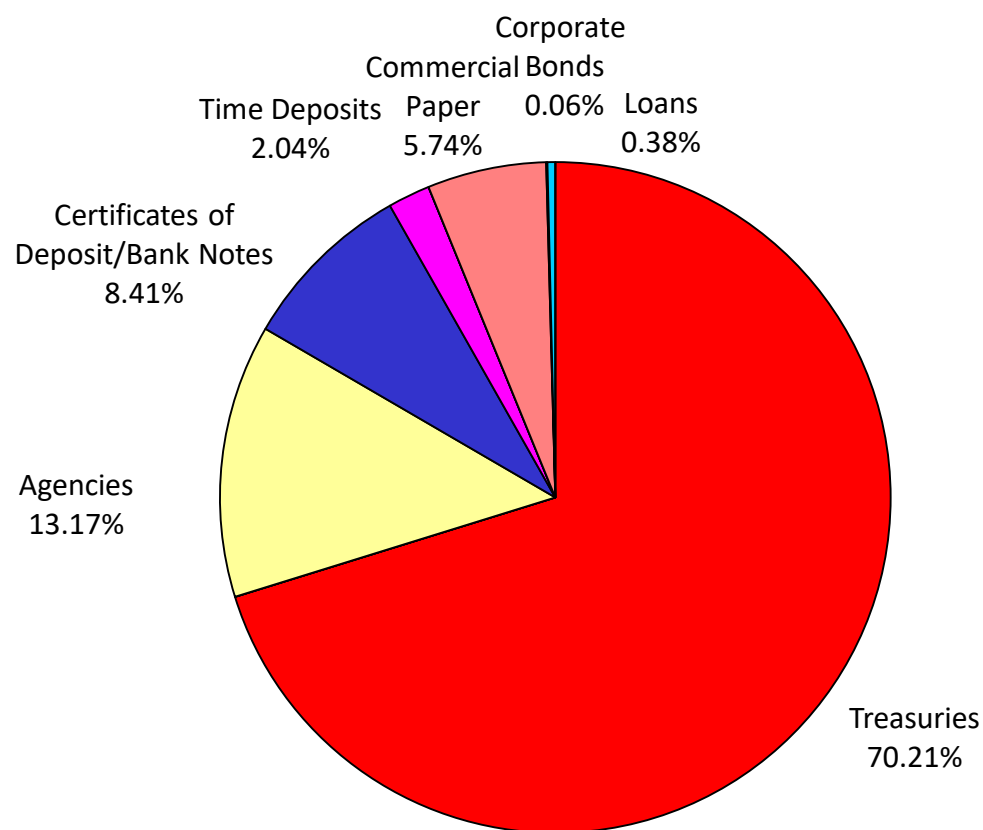


Chart does not include 0.01% of mortgages. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller

**CITY OF SEASIDE and THE SUCCESSOR AGENCY
SUMMARY OF POOLED CASH AND INVESTMENTS
AS OF JUNE 30, 2021**

DESCRIPTION	INSTITUTION	VALUATION	AMOUNT
LAIF - City Funds	State Treasurer	Market	\$ 18,546,068.30
General Checking	Rabobank	Market	\$ 27,586,004.04
Money Market	Rabobank	Market	\$ 6,437,750.89
PARS Retirement Account	US Bank	Market	\$ 11,778.03
York Tail Claims	Bank of America	Market	\$ 24,918.69
Bond 2018 Cutino Reserve account	US Bank	Market	\$ 1,028,656.62
Bond 2018 Measure X Reserve account	US Bank	Market	\$ 9,406,966.94
Bond 2014 Reserve account	US Bank	Market	\$ 0.00
Bond 2006 Reserve & Installment accounts	US Bank	Market	\$ 562,064.36
Pension Obligation Bond Program Reserve account	Wells Fargo Bank	Market	\$ 14,684.65
	Total		\$ 63,618,892.52

I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's and the Agency's anticipated expenditure requirements for the next six months.
(California Code Section 53646)

Investments in this report meet the requirements of the City of Seaside's and the Successor Agency's Investment Policy.

Respectfully submitted,

Craig Malin
City Manager

**CITY OF SEASIDE and THE SUCCESSOR AGENCY
SUMMARY OF POOLED CASH AND INVESTMENTS
AS OF JUNE 30, 2021**

	Yield	Book Value	% of Total	Market Value
<u>Investments</u>				
State Treasurer LAIF - City Account	0.22%	18,546,068.30	29.15%	18,546,068.30
<u>Checking Account</u>				
Rabobank - General Checking	0.00%	27,586,004.04	43.36%	27,586,004.04
Rabobank - Money Market	0.02%	6,437,750.89	10.12%	6,437,750.89
PARS Retirement Account	0.00%	11,778.03	0.02%	11,778.03
Bank of America-York Checking	0.00%	24,918.69	0.04%	24,918.69
<u>US Bank - Cutino Revenue 2018 Bonds</u>				
Installment Payment, Reserve	0.00%	1,028,656.62	1.62%	1,028,656.62
<u>US Bank - Measure X Revenue 2018 Bonds</u>				
Installment Payment, Reserve	0.00%	9,406,966.94	14.79%	9,406,966.94
<u>US Bank - Redevelopment Agency Merged Area Refunding 2014 Bonds</u>				
Installment Payment, Reserve	0.00%	0.00	0.00%	0.00
<u>US Bank - Golf Course 2006 Bonds</u>				
Installment Payment, Reserve	0.00%	562,064.36	0.88%	562,064.36
<u>US Bank - PNC Equipment Lease Escrow Account</u>				
	0.00%	-	0.00%	-
<u>Wells Fargo Bank</u>				
Pension Obligation Bond Program Reserve Account	0.01%	14,684.65	0.02%	14,684.65
Total Cash and Investments		63,618,892.52	100.00%	63,618,892.52

**CITY OF SEASIDE and THE SUCCESSOR AGENCY
CASH AND INVESTMENT ACTIVITY REPORT FOR THE PERIOD
APRIL 1, 2021 THROUGH JUNE 30, 2021**

<u>INSTITUTION</u>	<u>ACCOUNT STATUS</u>	<u>BEGINNING BALANCE</u>	<u>DEPOSITED</u>	<u>EXPENDED or TRANSFERRED</u>	<u>INTEREST EARNED</u>	<u>ENDING BALANCE</u>
INVESTMENTS						
LAIF - City	OPEN	\$ 18,525,829.02	-		20,239.28	\$ 18,546,068.30
CHECKING ACCOUNT						
Rabobank - General Checking	OPEN	\$ 14,704,065.87	23,856,497.35	10,974,559.18		\$ 27,586,004.04
Rabobank - Payroll Checking	OPEN	\$ -	5,133,634.63	5,133,634.63		\$ -
Rabobank, Money Market	OPEN	\$ 6,437,108.92	-	-	641.97	\$ 6,437,750.89
PARS Retirement Account	OPEN	\$ 11,599.99	12,060.00	11,882.08	0.12	\$ 11,778.03
York Tail Claims	OPEN	\$ 31,333.88	-	6,415.19	-	\$ 24,918.69
BOND RESERVE ACCOUNT - HELD BY TRUSTEES						
Bond 2018 Cutino Accounts - Reserve, Interest	OPEN	\$ 1,312,576.67	-	283,934.39	14.34	\$ 1,028,656.62
Bond 2018 Meas X Accounts - Reserve, Interest	OPEN	\$ 9,406,848.89	435,499.08	435,500.01	118.98	\$ 9,406,966.94
Bond 2014 Accounts - Reserve, Interest	OPEN	\$ 0.00	-	-	-	\$ 0.00
Bond 2006 Accounts - Reserve, Installment	OPEN	\$ 339,562.87	222,496.12	-	5.37	\$ 562,064.36
PNC Equipment Lease Escrow Account	CLOSED	\$ -	-	-	-	\$ -
Wells F Pension Obligation Bond Prog-Reserve Acct.	OPEN	\$ 678,099.37	90,988.32	754,420.12	17.08	\$ 14,684.65
		\$ 51,447,025.48	29,751,175.50	17,600,345.60	21,037.14	\$ 63,618,892.52



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Director

DATE: August 5, 2021

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM SEASIDE RAIDERS YOUTH FOOTBALL FOR THE 2021
SEASON**

RECOMMENDATION

Approve a request from Seaside Raiders Youth Football for a donation of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund to help cover the costs of associated with their football and cheer program.

BACKGROUND

The Seaside Raiders Youth Football Organization is requesting a Three Thousand Dollars (\$3,000.00) donation from the Mayor's Youth Fund to help cover the cost for their football and cheer program. The goal of the Seaside Raiders Youth Football Organization is to provide a quality program that teaches and instills values, leadership, sportsmanship and team work. They provide an outlet that gives youth an opportunity to be active and physical at a time where physical education and physical programs are lacking. The Seaside Raiders encourage recycling by saving and giving all recyclables to families in need.

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 April 18, 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 \$66,100.73. If the City Council approves this request, the balance will drop down to \$63,100.73.

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. MYF - Seaside Raiders - 2021
2. Mayor's Youth Fund Closing Report - Seaside Raiders 2019
3. Seaside Raiders - W-9
4. Seaside Raiders - 501(c)(3)

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

CITY OF SEASIDE MAYOR'S YOUTH FUND CONTRIBUTION POLICY

Purpose: The Mayor's Youth Fund was created to provide supplemental financial assistance to students and non-profit groups that provide services to improve the lives of young people living in the City of Seaside. A policy has been developed to standardize the evaluation of contribution requests and ensure that the funds are used appropriately to serve the City's youth.

Eligible Applicants: Contributions will only be made to, or on behalf of, students or organized groups, such as schools and non-profit organizations based in Seaside and/or serving Seaside residents that are 18 years old or younger or enrolled in high school. Faith based organizations may apply for contributions from the Mayor's Youth fund if the funding is not used to support religious activities such as worship, Sunday School, or religious instruction. In addition, activities funded by the Mayor's Youth Fund must be open to all persons without regard to their religious affiliation.

Submittal of Contribution Requests: In order to request a contribution, the following information must be provided in writing:

- Name of the organization, person(s) benefiting, proposed use of the funds, total amount needed or fundraising goal.
- Description of other methods being used to raise funds and/or other contributors.
- An explanation of how the group, activity, or event will benefit Seaside youth.
- Written description of how the use of the funds will be specifically used for youth group activities/events and/or has a nexus to the goals related to recycle, cleanup, and "green" sustainability to ensure a healthy environment.
- How this request will provide a municipal benefit (ie., benefit the community).
- Proof of non-profit organization status (not a taxpayer's I.D. number) and a current W9 form.

Evaluation Process and Criteria: Contributions can only be made if approved by the City Council. Funding requests will be evaluated based on their consistency with this policy, including the following criteria.

- Scholastic, athletic, music, environmental and art activities will be considered for funding based on the quality of the proposed activity.
- Evidence of activities/events related to "reduce, reuse and recycle" to ensure a healthy environment.
- Contributions requests will be accepted from individuals and can be made to an organization on behalf of an individual member or student.
- Contributions are only paid to organizations, such as non-profit groups and schools.
- Contributions are intended to fund actual costs related to an event or activity. (Please see "Payment Process" information provided below.)
- Contributions from the Mayor's Youth Fund are not intended to be the sole source of funds for an organization or program and will only be made to supplement other fundraising activities.
- How this request will provide a municipal benefit (ie., benefit the community).

Contribution Limits: In order to equitably distribute funds available in the Mayor's Youth Fund, the following contribution guidelines have been developed, although all contributions are subject to the discretion of the City Council.

<u>Individuals*</u>	25% of total cost of activity (not to exceed \$1,000.00)
Groups up to 20	up to \$1,500.00
Groups 21+	up to \$3,000.00

*Individual contributions must include an itemized list of all costs associated with the request including total cost of the activity.

In addition, funding will be limited to one contribution per year (every 12 months).

###

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 D. Meewis, Recreation Services, City of Seaside, 440 Harcourt Avenue, Seaside, CA 93955.

Name of Organization: Seaside Raiders Youth Football

Name of Individual Submitting Request: Claudia Link

% Residents or Students of Seaside: 85%

#of Participants: between 150-200

Ages of Participants: 4-14

Mailing Address: PO Box 813, Seaside, CA 93955

Phone Number: Home: 831-920-2014 Work Cell: 831-277-9091

E-mail Address: claudiajlink@hotmail.com

Description of Event (Attach Additional Information as Necessary)

We provide a quality program that teaches and instills values, leadership, sportsmanship, team work, while also encouraging academic success in the younger members of the community. We provide an outlet that gives youth an opportunity to be active and physical at a time where physical education and physical programs are lacking.

Description of how the use of the funds will be specifically used for youth groups activities/events and/or has a nexus to the goals of recycling, cleanup and/or “green” sustainability to insure a healthy environment. Attach additional information as necessary.

We encourage recycling at all times. In the past have we have saved all recyclables and given them to one of our families in need who in turn used the money to help with household expenses.

Description of how your participation in this event or activity benefits the City of Seaside. See Mayor’s Youth Fund Contribution Policy.

Thousands of youth have participated in our football & cheer programs where they are taught disciple, responsibility, leadership, sportsmanship and respect. We provide a positive and safe experience that goes beyond what most of these children get at school and sometimes at home.

*Total Amount Requested: (See Contribution limits) \$3,000.00

Individual Requests: Please attach an itemized list of all expenses. Amount of donation may not exceed 25% of the total cost of the activity and not exceed \$1,000.00. Applications that are incomplete will be returned.

MAYOR'S YOUTH FUND CLOSING REPORT *

Date Mayor's Youth Fund was approved by council: 4/18/19

Name of Organization: Seaside Raiders Youth Football

Contact: Claudia Washington

Address: PO BOX 813 Seaside CA 93955

Email/Phone: 831-920-2014

Amount of Donation Received: \$3000.00

What Items were purchased with Mayor's Youth Fund Donation:
This will help to purchase practice and Game jerseys for 3 of our teams

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.

We will set up recycling bins at all of our home games .

Signature: m grawes

Date: 5/3/19

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

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Seaside Raiders Youth Football	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	☐ Individual/sole proprietor or single-member LLC	Exempt payee code (if any) 1
	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►	Exemption from FATCA reporting code (if any)
	☒ Other (see instructions) ►	(Applies to accounts maintained outside the U.S.)
	☐ C Corporation	☐ S Corporation
☐ Partnership	☐ Trust/estate	
5 Address (number, street, and apt. or suite no.) See instructions. PO BOX 813		Requester's name and address (optional)
6 City, state, and ZIP code Seaside CA 93955		
7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
8	2		-	2	2	2	5	4 1 7

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 for Part II, later.

Sign Here	Signature of U.S. person ► <i>margaret graues</i>	Date ► <i>7/15/21</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 27 2017

SEASIDE RAIDERS YOUTH FOOTBALL
PO BOX 813.
SEASIDE, CA 93955-0000

Employer Identification Number:
82-2225417
DLN:
26053605002707
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
June 30, 2017
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

SEASIDE RAIDERS YOUTH FOOTBALL

Sincerely,

Stephen a. martin

Director, Exempt Organizations
Rulings and Agreements



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 942857
SACRAMENTO CA 94257-0540

Entity Status Letter

Date: 7/15/2021

ESL ID: 3128656965

Why You Received This Letter

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID: 4042056

Entity Name: SEASIDE RAIDERS YOUTH FOOTBALL

- ☒ 1. The entity is in good standing with the Franchise Tax Board.
- ☐ 2. The entity is **not** in good standing with the Franchise Tax Board.
- ☐ 3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701 .
- ☐ 4. We do not have current information about the entity.
- ☐ 5. The entity was administratively dissolved/cancelled on _____ through the Franchise Tax Board Administrative Dissolution process.

Important Information

- This information does not necessarily reflect the entity's current legal or administrative status with any other agency of the state of California or other governmental agency or body.
- If the entity's powers, rights, and privileges were suspended or forfeited at any time in the past, or if the entity did business in California at a time when it was not qualified or not registered to do business in California, this information does not reflect the status or voidability of contracts made by the entity in California during the period the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).
- The entity certificate of revivor may have a time limitation or may limit the functions the revived entity can perform, or both (R&TC Section 23305b).

Connect With Us

Web: ftb.ca.gov

Phone: 800.852.5711 from 7 a.m. to 5 p.m. weekdays, except state holidays
916.845.6500 from outside the United States

TTY/TDD: 800.822.6268 for persons with hearing or speech impairments



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Director

DATE: August 5, 2021

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
RETROACTIVELY FROM SEASIDE RAIDERS YOUTH FOOTBALL
FOR 2020 SEASON**

RECOMMENDATION

Approve a request retroactively to Seaside Raiders Youth Football for a donation of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund to help cover the elevated costs associated with their 2020 football and cheer season.

BACKGROUND

The Seaside Raiders Youth Football Organization is requesting a Three Thousand Dollars (\$3,000.00) donation from the Mayor's Youth Fund retroactively from 2020 to help cover the elevated costs for their football and cheer program. The Seaside Raiders did not apply for a Mayors Youth Fund in 2020 because the season was canceled due to the COVID-19 pandemic. As they start to plan for the upcoming 2021 season they have a variety of new program costs. Applying for the 2020 funds retroactively will help the program move forward with the increased program costs such as; raised insurance premiums, purchase of AED machine, new helmets, required CPR certifications for all coaches, and new cheer uniforms and equipment. The goal of the Seaside Raiders Youth Football Organization is to provide a quality program that teaches and instills values, leadership, sportsmanship and team work. They provide an outlet that gives youth an opportunity to be active and physical at a time where physical education and physical programs are lacking. The Seaside Raiders encourage recycling by saving and giving all recyclables to families in need.

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 April 18, 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 \$63,100.73. If the City Council approves this request, the balance will drop down to \$60,100.73.

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. MYF - Seaside Raiders - 2020
 2. Mayor's Youth Fund Closing Report - Seaside Raiders 2019
 3. Seaside Raiders - W-9
 4. Seaside Raiders - 501(c)(3)
-

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

CITY OF SEASIDE MAYOR'S YOUTH FUND CONTRIBUTION POLICY

Purpose: The Mayor's Youth Fund was created to provide supplemental financial assistance to students and non-profit groups that provide services to improve the lives of young people living in the City of Seaside. A policy has been developed to standardize the evaluation of contribution requests and ensure that the funds are used appropriately to serve the City's youth.

Eligible Applicants: Contributions will only be made to, or on behalf of, students or organized groups, such as schools and non-profit organizations based in Seaside and/or serving Seaside residents that are 18 years old or younger or enrolled in high school. Faith based organizations may apply for contributions from the Mayor's Youth fund if the funding is not used to support religious activities such as worship, Sunday School, or religious instruction. In addition, activities funded by the Mayor's Youth Fund must be open to all persons without regard to their religious affiliation.

Submittal of Contribution Requests: In order to request a contribution, the following information must be provided in writing:

- Name of the organization, person(s) benefiting, proposed use of the funds, total amount needed or fundraising goal.
- Description of other methods being used to raise funds and/or other contributors.
- An explanation of how the group, activity, or event will benefit Seaside youth.
- Written description of how the use of the funds will be specifically used for youth group activities/events and/or has a nexus to the goals related to recycle, cleanup, and "green" sustainability to ensure a healthy environment.
- How this request will provide a municipal benefit (ie., benefit the community).
- Proof of non-profit organization status (not a taxpayer's I.D. number) and a current W9 form.

Evaluation Process and Criteria: Contributions can only be made if approved by the City Council. Funding requests will be evaluated based on their consistency with this policy, including the following criteria.

- Scholastic, athletic, music, environmental and art activities will be considered for funding based on the quality of the proposed activity.
- Evidence of activities/events related to "reduce, reuse and recycle" to ensure a healthy environment.
- Contributions requests will be accepted from individuals and can be made to an organization on behalf of an individual member or student.
- Contributions are only paid to organizations, such as non-profit groups and schools.
- Contributions are intended to fund actual costs related to an event or activity. (Please see "Payment Process" information provided below.)
- Contributions from the Mayor's Youth Fund are not intended to be the sole source of funds for an organization or program and will only be made to supplement other fundraising activities.
- How this request will provide a municipal benefit (ie., benefit the community).

Contribution Limits: In order to equitably distribute funds available in the Mayor's Youth Fund, the following contribution guidelines have been developed, although all contributions are subject to the discretion of the City Council.

<u>Individuals*</u>	25% of total cost of activity (not to exceed \$1,000.00)
Groups up to 20	up to \$1,500.00
Groups 21+	up to \$3,000.00

*Individual contributions must include an itemized list of all costs associated with the request including total cost of the activity.

In addition, funding will be limited to one contribution per year (every 12 months).

###

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 D. Meewis, Recreation Services, City of Seaside, 440 Harcourt Avenue, Seaside, CA 93955.

Name of Organization: Seaside Raiders Youth Football

Name of Individual Submitting Request: Claudia Link

% Residents or Students of Seaside: 85%

#of Participants: between 150-200

Ages of Participants: 4-14

Mailing Address: PO Box 813, Seaside, CA 93955

Phone Number: Home: 831-920-2014 Work Cell: 831-277-9091

E-mail Address: claudiajlink@hotmail.com

Description of Event (Attach Additional Information as Necessary)

We provide a quality program that teaches and instills values, leadership, sportsmanship, team work, while also encouraging academic success in the younger members of the community. We provide an outlet that gives youth an opportunity to be active and physical at a time where physical education and physical programs are lacking.

Description of how the use of the funds will be specifically used for youth groups activities/events and/or has a nexus to the goals of recycling, cleanup and/or “green” sustainability to insure a healthy environment. Attach additional information as necessary.

We encourage recycling at all times. In the past have we have saved all recyclables and given them to one of our families in need who in turn used the money to help with household expenses.

Description of how your participation in this event or activity benefits the City of Seaside. See Mayor’s Youth Fund Contribution Policy.

Thousands of youth have participated in our football & cheer programs where they are taught disciple, responsibility, leadership, sportsmanship and respect. We provide a positive and safe experience that goes beyond what most of these children get at school and sometimes at home.

*Total Amount Requested: (See Contribution limits) \$3,000.00

Individual Requests: Please attach an itemized list of all expenses. Amount of donation may not exceed 25% of the total cost of the activity and not exceed \$1,000.00. Applications that are incomplete will be returned.

MAYOR'S YOUTH FUND CLOSING REPORT *

Date Mayor's Youth Fund was approved by council: 4/18/19

Name of Organization: Seaside Raiders Youth Football

Contact: Claudia Washington

Address: PO BOX 813 Seaside CA 93955

Email/Phone: 831-920-2014

Amount of Donation Received: \$3000.00

What Items were purchased with Mayor's Youth Fund Donation:
This will help to purchase practice and Game jerseys for 3 of our teams

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.

We will set up recycling bins at all of our home games .

Signature: m grawes

Date: 5/3/19

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

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Seaside Raiders Youth Football	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☒ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 1 Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. PO BOX 813	Requester's name and address (optional)
	6 City, state, and ZIP code Seaside CA 93955	
	7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
			-				-			
or										
Employer identification number										
8	2		-	2	2	2	5	4	1	7

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 for Part II, later.

Sign Here	Signature of U.S. person ► <i>margaret graues</i>	Date ► <i>7/15/21</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 27 2017

SEASIDE RAIDERS YOUTH FOOTBALL
PO BOX 813.
SEASIDE, CA 93955-0000

Employer Identification Number:
82-2225417
DLN:
26053605002707
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
June 30, 2017
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

SEASIDE RAIDERS YOUTH FOOTBALL

Sincerely,

Stephen a. martin

Director, Exempt Organizations
Rulings and Agreements



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 942857
SACRAMENTO CA 94257-0540

Entity Status Letter

Date: 7/15/2021

ESL ID: 3128656965

Why You Received This Letter

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID: 4042056

Entity Name: SEASIDE RAIDERS YOUTH FOOTBALL

- ☒ 1. The entity is in good standing with the Franchise Tax Board.
- ☐ 2. The entity is **not** in good standing with the Franchise Tax Board.
- ☐ 3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701 .
- ☐ 4. We do not have current information about the entity.
- ☐ 5. The entity was administratively dissolved/cancelled on _____ through the Franchise Tax Board Administrative Dissolution process.

Important Information

- This information does not necessarily reflect the entity's current legal or administrative status with any other agency of the state of California or other governmental agency or body.
- If the entity's powers, rights, and privileges were suspended or forfeited at any time in the past, or if the entity did business in California at a time when it was not qualified or not registered to do business in California, this information does not reflect the status or voidability of contracts made by the entity in California during the period the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).
- The entity certificate of revivor may have a time limitation or may limit the functions the revived entity can perform, or both (R&TC Section 23305b).

Connect With Us

Web: ftb.ca.gov

Phone: 800.852.5711 from 7 a.m. to 5 p.m. weekdays, except state holidays
916.845.6500 from outside the United States

TTY/TDD: 800.822.6268 for persons with hearing or speech impairments



CITY OF SEASIDE STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Director

DATE: August 5, 2021

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM MONTEREY CONDORS (SOCCER) CLUB**

RECOMMENDATION

Approve a request from the Monterey Condors (Soccer) Club for a donation of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund for the costs associated with funding tournaments and community events.

BACKGROUND

Monterey Condors Club is requesting a donation of Three Thousand Dollars (\$3000.00) from the Mayor's Youth Fund to cover the cost associated with funding tournaments and community events.

Monterey Condors Club is a nonprofit multisport club with the mission to become a pillar to the youth of Monterey County. They are dedicated in supporting the youth in achieving their goals by providing education and training through their athletic program and clinics. Their athletic program has a diverse group of athletes of all profiles, origin, age, gender and competitive levels. Monterey Condors Club collects all the trash on the fields and benches after each practice game. They do community events to promote how important it is to recycle.

Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy. Monterey Condors Club has provided documentation showing that they serve a majority of Seaside residents. Monterey Condors Club received their last donation at the July 16, 2020 City Council meeting. They submitted their 2020 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 \$60,100.73. If the City Council approves this request, the balance will drop down to \$57,100.73.

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. MYF Monterey Condors Club 2021
 2. Mayor's Youth Fund Closing Report - Monterey Condors Club 2020
 3. W-9 Monterey Condors Club 2021
-

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

MAYOR'S YOUTH FUND POLICY

Purpose: The Mayor's Youth Fund was created to provide supplemental financial assistance to students and non-profit groups that provide services to improve the lives of young people living in the City of Seaside. A policy has been developed to standardize the evaluation of contribution requests and ensure that the funds are used appropriately to serve the City's youth.

Eligible Applicants: Contributions will only be made to, or on behalf of, students or organized groups, such as schools and non-profit organizations based in Seaside and/or serving a majority of Seaside residents (50%) that are 18 years old or younger or enrolled in high school. Faith based organizations may apply for contributions from the Mayor's Youth Fund if the funding is not used to support religious activities such as worship, Sunday School, or religious instruction. In addition, activities funded by the Mayor's Youth Fund must be open to all persons without regard to their religious affiliation.

Submittal of Contribution Requests: In order to request a contribution, the following information must be provided in writing:

- Name of the organization, person(s) benefiting, proposed use of the funds, total amount needed or fundraising goal.
- Description of other methods being used to raise funds and/or other contributors.
- An explanation of how the group, activity, or event will benefit Seaside youth.
- Written description of how the use of the funds will be specifically used for youth group activities/events and/or has a nexus to the goals related to recycle, cleanup, and "green" sustainability to ensure a healthy environment.
- How this request will provide a municipal benefit (ie., benefit the community).
- Proof of non-profit organizations status (not a taxpayer's I.D> number) and a current W-9 form.

Evaluation Process and Criteria: Contributions can only be made if approved by the City Council. Funding requests will be evaluated based on their consistency with this policy, including the following criteria.

- Scholastic, athletic, music, environmental and art activities will be considered for funding based on the quality of the proposed activity.
- Evidence of activities/events related to "reduce, reuse and recycle" to ensure a healthy environment.
- Contributions requests will be accepted from individuals and can be made to an organization on behalf of an individual member or student.
- Contributions are only paid to organizations, such as non-profit groups and schools.

- Contributions from the Mayor's Youth Fund are not intended to be the sole source of funds for an organization or program and will only be made to supplement other fundraising activities.
- How this request will provide a municipal benefit (ie., benefit the community).

Contribution Limits: In order to equitably distribute funds available in the Mayor's Youth Fund, the following contribution guidelines have been developed, although all contributions are subject to the discretion of the City Council.

<u>Individuals*</u>	25% of total cost of activity (not to exceed \$1,000.00)
Groups up to 20	up to \$1,500.00
Groups 21+	up to \$3,000.00

In addition, funding will be limited to one contribution per year (every 12 months).

Payment Process: If a contribution is approved by the City Council, payment will be made to the authorized organization or directly to the vendor selected by the authorized organization after submittal of a receipt or the presentation of actual invoices. No funding can go directly to an individual. This process is required in order to provide documentation required to meet municipal auditing standards.

###

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 N. Towne, Recreation Services, City of Seaside, 440 Harcourt Avenue, Seaside, CA 93955.

Name of Organization: Monterey Condors Club

Address: 306 Capital Street, Salinas CA 93901

Email: mpulido@csumb.edu

Phone Number: Home (831) 594-2214 Work _____ Cell _____

Name of Individual: Marco Antonio Ruido Duarte

% Residents or Students of Seaside: 75 %

of Participants: 107

Ages: from 6 - 16 years old

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

Scholastic _____
Athletic ☒ _____
Music _____
Environmental _____
Art _____

Is funding a reward for one of these activities?

Yes, we are committed to continuing to grow and ensuring we are able to offer quality sports programs to our kids.

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

The club aims to address the problem of childhood obesity and juvenile delinquency, utilizing our outdoor recreational activities to promote physical activity and a healthy lifestyle. This is done through our recreational and competitive youth soccer program.

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

We are requesting funding for tournaments costs, and the need of purchasing trash containers, cleaning supplies while promoting Recycle, Recycle and Reduce

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

This year we are working with Mightycause fundraising campaign that will start on July 19th and end on August 13th. Last year we were able to raised \$1,138.
<https://communitythrive.mightycause.com/organization/montgomery-lakes-club>

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

Funding Requirements

- Funding is limited to one contribution per year (every 12 months).
- The Mayor's Youth Fund Closing Report Form must be submitted to staff at least 60 days upon completion of the event, activity or program. Applicants that do not furnish the form may not apply for funds for the following year.
- A representative from the organization is required to be at the Council meeting for their application to be heard. If no representative is present then the agenda item will be postponed to another City Council meeting upon notification by the applicant.

- Incomplete applications will not be forwarded for Council consideration; applications not answering the question related to reduce, reuse or recycle are considered incomplete.

Individual Requests: Please attach an itemized list of all expenses. Amount of donation may not exceed 25% of the total cost of the activity and not exceed \$1,000.00. Applications that are incomplete will be returned.

MAYOR'S YOUTH FUND CLOSING REPORT *

Date Mayor's Youth Fund was approved by council: July 16th, 2020

Name of Organization: Monterey Condors Club

Contact: Marcos Pulido

Address: 1121 Military Ave Suite 2D1, Seaside CA 93955

Email/Phone: cpampulido@gmail.com

Amount of Donation Received: \$13,000

What Items were purchased with Mayor's Youth Fund Donation:

Cleaning supplies, COVID-19 signs, recycle trash cans, and
hand soap

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.

Physical and virtual activities, promoting reduce, reuse and recycle.

Signature: Marcos Pulido

Date: 09/11/20

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

My Meeting

977 4197 4486

Delete

Sat, Apr 18 (Recurring)

4:00 PM

My Meeting

4:00 PM	Soccer Training	4:00 PM	4:00 PM	Delete
Soccer Training	965 6789 7912	Condors Soccer Training	Fri, May 15 (Recurring)	4:00 PM
965 6789 7912	Delete	925 8266 0699	Soccer Training	
Delete	Wed, May 27 (Recurring)	Delete		
Sun, May 3 (Recurring)	4:00 PM	Sat, Jun 13 (Recurring)	965 6789 7912	
4:00 PM	Soccer Training	4:00 PM	Delete	
Soccer Training	965 6789 7912	Condors Soccer Training	Thu, May 14 (Recurring)	4:00 PM
965 6789 7912	Delete	925 8266 0699	Soccer Training	
Delete	Tue, May 26 (Recurring)	Delete	965 6789 7912	
Sat, May 2 (Recurring)	4:00 PM	Fri, Jun 12 (Recurring)		
4:00 PM	Soccer Training	4:00 PM	Delete	
Soccer Training	965 6789 7912	Condors Soccer Training	Wed, May 13 (Recurring)	4:00 PM
965 6789 7912	Delete	925 8266 0699	Soccer Training	
Delete	Mon, May 25 (Recurring)	Delete	965 6789 7912	
Fri, May 1 (Recurring)	4:00 PM	Thu, Jun 11 (Recurring)	Delete	
4:00 PM	Soccer Training	4:00 PM	Delete	
Soccer Training	965 6789 7912	Condors Soccer Training	Tue, May 12 (Recurring)	4:00 PM
965 6789 7912	Delete	925 8266 0699	Soccer Training	
Delete	Sun, May 24 (Recurring)	Delete		
Thu, Apr 30 (Recurring)	4:00 PM	Wed, Jun 10 (Recurring)	965 6789 7912	
4:00 PM	Soccer Training	4:00 PM	Delete	
Soccer Training	965 6789 7912	Condors Soccer Training	Mon, May 11 (Recurring)	4:00 PM
965 6789 7912	Delete	925 8266 0699	Soccer Training	
Delete	Sat, May 23 (Recurring)	Delete		
Wed, Apr 29 (Recurring)	4:00 PM	Tue, Jun 9 (Recurring)	965 6789 7912	
4:00 PM	Soccer Training	4:00 PM	Delete	
Soccer Training	965 6789 7912	Condors Soccer Training	Sun, May 10 (Recurring)	4:00 PM
965 6789 7912	Delete	925 8266 0699	Soccer Training	
Delete	Sat, May 23 (Recurring)	Delete		
Wed, Apr 29 (Recurring)	4:00 PM	Tue, Jun 9 (Recurring)	965 6789 7912	
4:00 PM	Soccer Training	4:00 PM	Delete	
Soccer Training	965 6789 7912	Condors Soccer Training	Sun, May 10 (Recurring)	4:00 PM
965 6789 7912	Delete	925 8266 0699		

My Meeting	4:00 PM	Soccer Training	4:00 PM	Soccer Training	4:00 PM	Delete
977 4197 4486	Soccer Training	965 6789 7912	Condors Soccer Training	965 6789 7912	Fri, May 15 (Recurring)	4:00 PM
Delete	965 6789 7912	Delete	925 8266 0699	Delete	Soccer Training	
Sat, Apr 18 (Recurring)	Delete	Wed, May 27 (Recurring)	Delete	965 6789 7912	Soccer Training	
4:00 PM	Sun, May 3 (Recurring)	4:00 PM	Sat, Jun 13 (Recurring)	965 6789 7912	Delete	
My Meeting	4:00 PM	Soccer Training	4:00 PM	Delete	Delete	
	Soccer Training	965 6789 7912	Condors Soccer Training	965 6789 7912	Thu, May 14 (Recurring)	4:00 PM
	965 6789 7912	Delete	925 8266 0699	Soccer Training		
	Delete	Tue, May 26 (Recurring)	Delete	965 6789 7912	Soccer Training	
	Sat, May 2 (Recurring)	4:00 PM	Fri, Jun 12 (Recurring)	965 6789 7912		
	4:00 PM	Soccer Training	4:00 PM	Delete	Delete	
	Soccer Training	965 6789 7912	Condors Soccer Training	Wed, May 13 (Recurring)	4:00 PM	
	965 6789 7912	Delete	925 8266 0699	Soccer Training		
	Delete	Mon, May 25 (Recurring)	Delete	965 6789 7912	Soccer Training	
	Fri, May 1 (Recurring)	4:00 PM	Thu, Jun 11 (Recurring)	965 6789 7912	Delete	
	4:00 PM	Soccer Training	4:00 PM	Delete	Delete	
	Soccer Training	965 6789 7912	Condors Soccer Training	Tue, May 12 (Recurring)	4:00 PM	
	965 6789 7912	Delete	925 8266 0699	Soccer Training		
	Delete	Sun, May 24 (Recurring)	Delete	965 6789 7912	Delete	
	Thu, Apr 30 (Recurring)	4:00 PM	Wed, Jun 10 (Recurring)	965 6789 7912	Delete	
	4:00 PM	Soccer Training	4:00 PM	Delete	Delete	
	Soccer Training	965 6789 7912	Condors Soccer Training	Mon, May 11 (Recurring)	4:00 PM	
	965 6789 7912	Delete	925 8266 0699	Soccer Training		
	Delete	Sat, May 23 (Recurring)	Delete	965 6789 7912	Soccer Training	
	Wed, Apr 29 (Recurring)	4:00 PM	Tue, Jun 9 (Recurring)	965 6789 7912	Delete	
	4:00 PM	Soccer Training	4:00 PM	Delete	Delete	
	Soccer Training	965 6789 7912	Condors Soccer Training	Sun, May 10 (Recurring)	4:00 PM	
	965 6789 7912	Delete	925 8266 0699	Soccer Training		

Delete	Fri, May 22 (Recurring)	Delete	Soccer Training
Tue, Apr 28 (Recurring)	4:00 PM	Mon, Jun 8 (Recurring)	965 6789 7912
4:00 PM	Soccer Training	4:00 PM	Delete
Soccer Training	965 6789 7912	Condors Soccer Training	Sat, May 9 (Recurring)
965 6789 7912	Delete	925 8266 0699	4:00 PM
Delete	Thu, May 21 (Recurring)	Delete	Soccer Training
Fri, Apr 24 (Recurring)	4:00 PM	Sun, Jun 7 (Recurring)	965 6789 7912
4:00 PM	Soccer Training	4:00 PM	
My Meeting	965 6789 7912	Condors Soccer Training	
977 4197 4486		925 8266 0699	



Credit Services - Receipt LookUp

Printed on: 09/11/2020 15:30:06

Receipt Image

Transaction Identifier : [6967, 09/11/2020, 62, 7163]



**How doers
get more done.**

1590 CANYON DEL REY BLVD
SEASIDE, CA 93955 (831)583-0778

6967 00062 71639 09/11/20 03:17 PM
SALE CASHIER KATHRYN

086876298635 MED WASTEBKT <A>	5.97N
RCP RECYCLE BIN 7 GAL	
041911000567 SWGLCLNR23OZ <A>	3.27N
SPRAYWAY GLASS FOAM AERO 23OZ	
610352038516 HDX3X35CT <A>	4.98N
HDX DISINFECT WIPES LEMON 3X35CT	
025700006213 SBWIPES FLSH <A>	3.97N
SCRUBBING BUBBLES WIPES FLUSHABLE	
731919241009 LC NEOP S/M <A>	5.98N
GMPC LONG CUFF NEOPRENE GLOVES S/M	
731919242051 PVC GLOVE S/ <A>	8.98N
GMPC PVC COATED GLOVES S/M	
071736011523 LOBBY SET <A>	15.97N
LIBMAN LOBBY BROOM AND DUSTPAN	
026156914602 2GAL SPRAYER <A>	14.97N
HDX 2 GAL SPRAYER	
073319766004 60PK TWLS <A>	20.97N
HDX TERRY TOWELS 60PK	
024598001584 IN-CIDE GAL <A>	9.88N
IN-CIDE DISINFECTANT GALLON	
020066485580 BRDSPECGL <A>	19.88N
CONCROBIUM DISINFECTANT CLEANER 1GAL	
NLP Savings \$5.09	
021709023152 ZEPANTIHAND <A>	14.98N
ZEP ANTIMICROBIAL HAND CLEANER 128OZ	
NLP Savings \$9.90	
021709017588 ZUCIT3GCA <A>	29.98N
ZEP HD DEGREASER CITRUS 448OZ	
021709023121 5GALPRPLDEGR <A>	36.97N
ZEP IND PURPLE DEGREASER 640OZ	
841688005471 SCOTTSBSPSPRY <A>	74.97N

SCOTTS BACKPACK SPRAYER 4GAL

	SUBTOTAL	271.72
	SALES TAX	0.00
TAX EXEMPT		
	TOTAL	\$271.72
XXXXXXXXXXXXX7356	DEBIT	
		USD\$ 271.72
AUTH CODE 001722		
Chip Read	Verified By PIN	
AID A0000000980840	US DEBIT	

6967 09/11/20 03:17 PM



6967 62 71639 09/11/2020 3747

RETURN POLICY DEFINITIONS

	POLICY ID	DAYS	POLICY EXPIRES ON
A	1	180	03/10/2021

Due to COVID-19, we have extended our
returns policy for most items.

Please see [homedepot.com](https://www.homedepot.com) for details.

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H88 150534 143629
PASSWORD: 20461 143567

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Monterey Condors Club

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

306 Capitol Street

6 City, state, and ZIP code

Salinas CA 93901

Requester's name and address (optional)

7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

8 1 - 4 8 5 2 0 6 1

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 for Part II, later.

Sign
Here

Signature of
U.S. person ►



Date ► 07/10/21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Director

DATE: August 5, 2021

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM SEASIDE BLADE RUNNERS BASKETBALL TEAM**

RECOMMENDATION

Approve a request from Seaside Blade Runners Basketball Team, for a donation of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund to help cover the costs for equipment, uniforms, gym expenses, tournaments and transportation.

BACKGROUND

Founded in 2011, the Seaside Blade Runners AAU Travel Basketball Program is a vital part of the Central Coast of California's mentoring program for youth. They are dedicated to youth development, healthy living and social responsibility. Annually, they do beach cleanups and pick up all the recyclables and garbage. In addition, they clean up and recycle at every practice and game.

Based on the information provided, staff has determined that the application meets the requirements of the Mayor's Youth Fund Policy. Seaside Blade Runners Basketball received their last donation at the February 06, 2020 City Council meeting. They submitted their 2020 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 \$57,100.73. If the City Council approves this request, the balance will drop down to \$54,100.73.

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. MYF - Seaside Blade Runners Basketball 2021
 2. Mayor's Youth Fund Closing Report - Seaside Blade Runners Basketball 2020
-

Reviewed for Submission to the City Council by:



Craig Malin, City Manager



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

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

MAYOR'S YOUTH FUND POLICY

Purpose: The Mayor's Youth Fund was created to provide supplemental financial assistance to students and non-profit groups that provide services to improve the lives of young people living in the City of Seaside. A policy has been developed to standardize the evaluation of contribution requests and ensure that the funds are used appropriately to serve the City's youth.

Eligible Applicants: Contributions will only be made to, or on behalf of, students or organized groups, such as schools and non-profit organizations based in Seaside and/or serving a majority of Seaside residents (50%) that are 18 years old or younger or enrolled in high school. Faith based organizations may apply for contributions from the Mayor's Youth Fund if the funding is not used to support religious activities such as worship, Sunday School, or religious instruction. In addition, activities funded by the Mayor's Youth Fund must be open to all persons without regard to their religious affiliation.

Submittal of Contribution Requests: In order to request a contribution, the following information must be provided in writing:

- Name of the organization, person(s) benefiting, proposed use of the funds, total amount needed or fundraising goal.
- Description of other methods being used to raise funds and/or other contributors.
- An explanation of how the group, activity, or event will benefit Seaside youth.
- Written description of how the use of the funds will be specifically used for youth group activities/events and/or has a nexus to the goals related to recycle, cleanup, and "green" sustainability to ensure a healthy environment.
- How this request will provide a municipal benefit (ie., benefit the community).
- Proof of non-profit organizations status (not a taxpayer's I.D> number) and a current W-9 form.

Evaluation Process and Criteria: Contributions can only be made if approved by the City Council. Funding requests will be evaluated based on their consistency with this policy, including the following criteria.

- Scholastic, athletic, music, environmental and art activities will be considered for funding based on the quality of the proposed activity.
- Evidence of activities/events related to "reduce, reuse and recycle" to ensure a healthy environment.
- Contributions requests will be accepted from individuals and can be made to an organization on behalf of an individual member or student.
- Contributions are only paid to organizations, such as non-profit groups and schools.
- Contributions are intended to fund actual costs related to an event or activity. (Please see "Payment Process" information provided below.)
- Contributions from the Mayor's Youth Fund are not intended to be the sole source of funds for an organization or program and will only be made to supplement other fundraising activities.
- How this request will provide a municipal benefit (ie., benefit the community).



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

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

Contribution Limits: In order to equitably distribute funds available in the Mayor's Youth Fund, the following contribution guidelines have been developed, although all contributions are subject to the discretion of the City Council.

Individuals	25% of total cost of activity (not to exceed \$1,000)
Groups up to 20 people	up to \$1,500
Groups of 21+ people	up to \$3,000

In addition, funding will be limited to one contribution per year (every 12 months).

Funding Requirements:

- Funding is limited to one contribution per year (every 12 months).
- The Mayor's Youth Fund Closing Report Form must be submitted to staff at least 60 days upon completion of the event, activity or program. Applicants that do not furnish the form may not apply for funds for the following year.
- A representative from the organization is required to be at the Council meeting for their application to be heard. If no representative is present then the agenda item will be postponed to another City Council meeting upon notification by the applicant.
- Incomplete applications will not be forwarded for Council consideration; applications not answering the question related to reduce, reuse or recycle are considered incomplete.

Individual Requests: Please attach an itemized list of all expenses. Amount of donation may not exceed 25% of the total cost of the activity and not exceed \$1,000. Applications that are incomplete will be returned.

Payment Process: If a contribution is approved by the City Council, payment will be made to the authorized organization or directly to the vendor selected by the authorized organization after submittal of a receipt or the presentation of actual invoices. No funding can go directly to an individual. This process is required in order to provide documentation required to meet municipal auditing standards.

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:

Dan Meewis
City of Seaside Recreation Services
440 Harcourt Avenue
Seaside, CA 93955



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

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

MAYOR'S YOUTH FUND CONTRIBUTION REQUEST

CONTACT INFORMATION:

Organization: SEASIDE BLADE RUNNERS Basketball
Name of Applicant: TIMOTHY R DANN SR.
Address: 1418 YOSEMITE # City: SEASIDE State: CA
Phone: 831-393-5723 Email: tirekdann@gmail.com
Number of Participants: 40 Seaside Residents / Students: 100% Ages: 6-15

CRITERIA:

Applicants must meet at least one of the following criteria to be eligible for funding.

Please select one or more from the following list:

☐ Scholastic ☒ Athletic ☐ Music ☐ Environmental ☐ Art

Is funding a reward for one of these activities? ☐ No ☐ Yes, _____

Description of event, activity, or program funding pertains to: (Attach additional information as necessary)

We always need Basketballs, uniforms, we play in tournaments, so need more, transportation, food, we been playing outside for well over a year the kids have stayed dedicated. They COVID-19

Description of how funds will be specifically used for youth groups, activities and events, and/or has a nexus to the goals of recycling, cleanup or "green" sustainability to insure a healthy environment:

We will use funds to buy new equipment + uniforms, and pay for tournaments + transportation to get to games. we like to feed the kid also.

What other fundraising activities are you participating in to fund your event, program, or activity?

What other funding sources will supplement your requests? We hold BBQ's every now + then to get support + funding

Total Amount Requested: (See contribution limits) \$ 3000.00

Applicant Signature: TIMOTHY R DANN SR.

Date: JUNE 10, 2021

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

We meet once A Month on the
Beach + BBQ at the Beach + we walk the
beach and pick up any garbage.
and of course we take a swim -

Applicant Signature:

Timothy R Dunn

Date:

June 10, 2021



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

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

MAYOR'S YOUTH FUND CLOSING REPORT

CONTACT INFORMATION:

Organization: _____

Name of Applicant: _____

Address: _____ City: _____ State: _____

Phone: _____ Email: _____

DONATION INFORMATION:

Date the Mayor's Youth Fund was approved by City Council: _____

What Items were purchased with Mayor's Youth Fund Donation?

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

Applicant Signature: _____

Date: _____

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

MAYOR'S YOUTH FUND CLOSING REPORT *

Date Mayor's Youth Fund was approved by council: Feb 6th 2020

Name of Organization: SEASIDE BLADERUNNERS Basketball

Contact: Timothy R Dunn SR. 393-5723

Address: 1412 Yosemite St. #F

Email/Phone: firekdunn@gmail.com

Amount of Donation Received: \$3000.00

What Items were purchased with Mayor's Youth Fund Donation:

We had a short window we started in March. Ended or cancelled one week later. But we did get new uniforms + Basketballs. And reserve our spot for Reno
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.

We started in March we held 3 practices before the the COVID-19 shut us down. Sadly I had to end our season. I held a few workouts. social distancing.

Signature: Timothy R Dunn SR.

Date: 8-27-20

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

I'd like to Thank ya. all for the support. Well we still have our new uniforms + Basketballs \$150.00 gym cost 300.00 Reno \$800.00 Tournament \$500.00
We still have almost \$1400.00

We'd continue our program just as soon as this COVID-19 is over. The kids can't wait. Thanks. again Timothy R. Dunn SR.
SEASIDE BLADERUNNERS



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.J.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dominique Davis, City Clerk

DATE: August 5, 2021

**SUBJECT: PROCLAMATION RECOGNIZING SEPTEMBER AS CHILDHOOD
CANCER AWARENESS MONTH IN THE CITY OF SEASIDE**

RECOMMENDATION

Proclaim September as Childhood Cancer Awareness Month.

BACKGROUND

September has been designated as Childhood Cancer Awareness Month and serves as a time to recognize children and families affected by childhood cancers. This month also emphasizes the importance of supporting research on these devastating conditions.

FISCAL IMPACT

None

ATTACHMENTS

1. Proclamation Childhood Cancer Awareness Month
-

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, appearing to be "Craig Malin", written over a horizontal line.

Craig Malin, City Manager

City of Seaside PROCLAMATION



Childhood Cancer Awareness Month September 2021

WHEREAS, for those children and their families, and in memory of every young person lost to cancer, we unite behind improved treatment, advanced research, and brighter futures for young people everywhere and;

WHEREAS, thanks to significant advances in treatment over the last 30 years, the combined 5-year survival rate for children with cancer increased by more than 20 percentage points and;

WHEREAS, childhood cancer is the leading cause of death by disease in children. 1 in 285 children in the United States will be diagnosed by their 20th birthday, 46 children per day or 16,790 children per year are diagnosed with cancer in the U.S., which means that there are approximately 40,000 children on active treatment at any given time and;

Whereas, the average age of diagnosis is 6 years old, compared to 66 years for adults' cancer diagnosis. 80% of childhood cancer patients are diagnosed late and with metastatic disease, and;

Whereas, on average there's been a 0.6 percent increase in incidence per year since the mid 1970's resulting in an overall incidence increase of 24 percent over the last 40 years, resulting in two-thirds of childhood cancer patients will have chronic health conditions as a result of their treatment toxicity, with one quarter being classified as severe to life-threatening, and;

Whereas, approximately one half of childhood cancer families rate the associated financial toxicity due to out-of-pocket expenses as considerable to severe, and;

Whereas, in the last 20 years only four new drugs have been approved by the FDA to specifically treat childhood cancer, thereby, the National Cancer Institute recognizes the unique research needs of childhood cancer and the associated need for increased funding to carry this out and;

Whereas, hundreds of non-profit organizations at the local and national level including the American Childhood Cancer Organization are helping children with cancer and their families cope through educational, emotional and financial support, while researchers and healthcare professionals work diligently dedicating their expertise to treat and cure children with cancer, and;

NOW, THEREFORE BE IT PROCLAIMED, that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim the City of Seaside, Ca. September 2021 as Childhood Cancer Awareness Month in Seaside, California. I encourage all Seaside residents and visitors to observe Childhood Cancer Awareness Month and support this cause that so deeply impacts families in every community across our country.

Ian N. Oglesby, Mayor
August 5, 2021



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.K.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: August 5, 2021

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES FOR DESIGN SERVICES IN SUPPORT OF BUILDING REMOVAL FOR PHASE 1 OF THE CAMPUS TOWN DEVELOPMENT FOR AN AMOUNT NOT TO EXCEED \$198,690.00.

RECOMMENDATION

Adopt a Resolution (Attachment 1) authorizing the City Manager to execute an Amendment (Attachment 2) to the Professional Services Agreement with Harris & Associates for design services in support of building removal for Phase 1 of the Campus Town development for an amount not to exceed \$198,690.00.

BACKGROUND

On March 18, 2021, the City Council approved Resolution 21-23 authorizing a Professional Service Agreement in the amount of \$265,295 with Harris & Associates (Harris) to perform site investigations and demolition design for building removal associated with the Campus Town Phase 1 development. The Resolution established a 5% contingency and authorized the City Manager to execute amendments such that the total contract would not exceed \$278,560.

The buildings and infrastructure on the former Fort Ord are known to contain hazardous materials, primarily lead paint and asbestos. The City retained Vista Environmental Consultants to perform the highly specialized task of documenting the specific hazardous materials present for each building, developing reports and specifications for proper removal and providing inspection services during abatement activities. Vista does not develop formal contract bid documents and this effort has been assigned to

Harris, a consultant with extensive experience assembling formal contract bid documents.

To keep demolition design on schedule and design budgets reasonable, the initial scope of work for Harris did not include the effort to prepare the hazardous materials abatement bid package for phase 1 building removal. This task was intentionally omitted until such time that the hazardous materials investigations were completed and the level of effort associated with the work was understood. Construction management tasks were also omitted until investigation and design efforts clearly established the construction efforts necessary to remove the buildings. Vista has completed the hazardous materials investigation and specification development.

Harris provided a proposal to complete abatement design bid package necessary to publicly advertise the hazardous materials abatement project for construction, and provide construction management and inspection of building demolition for an amount of \$198,690.

Staff is recommending that the City Council authorize the City Manager to execute an amendment in the amount of \$198,690 to the Professional Services Agreement with Harris & Associates for the additional design services.

FISCAL IMPACT

With the sunset of the Fort Ord Reuse Authority in June of 2020, the City received a bond in the amount of \$6,555,000 for blight removal within the former Fort Ord. To date \$5,589,689 of the bond funds have been appropriated leaving \$965,311 available for appropriation. The initial Professional Services Agreement sum of \$265,295 was authorized and included in the Fiscal Year 2020-2021 budget, and the purchase order for the Agreement has been rolled over into the new fiscal year. The Fiscal Year 2021-2022 budget includes \$700,000 (Account No. 329-8110-1030) for consulting services associated with blight removal on the former military base.

Amendment 1 to the Professional Services Agreement in the amount of \$11,910 has been authorized to begin development of the abatement bid package such that the current agreement value is \$277,295.

Harris provided another proposal in the amount of \$198,690 to complete preparation of the abatement design bid package and perform construction management and inspection during demolition. Staff recommends the City Council authorize the City Manager to execute Amendment 2 (Attachment 2) to the Professional Services Agreement with Harris & Associates for design services for building removal in support of phase 1 of Campus Town Development in the amount of \$198,690 resulting in a agreement amount of \$475,895. Recent unexpected costs associated with potential soil contamination along with ongoing coordination with utilities such as the Marina Coast

Water District and Pacific Gas & Electric Company justify an agreement contingency of 20%. Staff recommends the City Council authorize the City Manager to execute additional amendments such that the total agreement value does not exceed \$571,074. There will be no fiscal impact to the General Fund if City Council authorizes the Agreement Amendment and the additional agreement contingency.

Staff anticipates bringing another agreement with Harris to the City Council for approval for design of building removal in support of Phase 2 of Campus Town at a near future Council meeting.

ATTACHMENTS

1. Resolution
 2. Amendment #2
-

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

RESOLUTION NO. 2021-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENTS TO THE PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES, INC. FOR DESIGN SERVICES FOR THE DEMOLITION OF BUILDINGS AND RELATED IMPROVEMENTS IN THE FORMER FORT ORD IN THE AMOUNT OF \$198,690

WHEREAS, on April 1, 2021 the City approved Resolution 21-23 authorizing a professional services agreement with the Harris & Associates (Harris) in the amount of \$265,295 to perform demolition design and environmental mitigation support associated with Campus Town Development; and

WHEREAS, in effort to control budget and meet City and Developer schedule, the Harris scope of work omitted preparation of hazardous material abatement bid document and construction management services; and

WHEREAS, a contract amendment in the amount of \$11,910 was executed with the Harris to begin abatement bid package development; and

WHEREAS; Vista has completed hazardous materials investigation and prepared abatement specifications associated with building removal for Phase 1 of Campus Town; and

WHEREAS, Harris submitted a proposal in the amount of \$198,690 to finish develop of hazardous materials abatement bid documents for building removal and construction management services in support of Phase 1 of Campus Town; and

WHEREAS, staff have reviewed the proposal and determined the scope services and fees are reasonable; and

WHEREAS, there remains a potential for unforeseen conditions to be discovered requiring additional effort justifying a contract contingency of 20%; and

WHEREAS, the professional services agreement will be funded from the FORA Blight Removal Fund account 329-8110-1030 where there are sufficient funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby authorizes the City Manager to execute an amendment attached hereto as Exhibit 'A' in the amount of \$198,690 with Harris & Associates, Inc. such that their agreement amount is \$475,895.

BE IT FURTHER RESOLVED, the City Council of the City of Seaside hereby authorizes the City Manager to execute additional amendments up to 20% of the agreement value such that the total value of the agreement does not exceed \$571,074.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 5th day of August, 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

CONTRACT AMENDMENT #2
PROFESSIONAL SERVICES AGREEMENT
Campus Town Phase 1 Demolition Design

Date: July 16, 2021

Change Requested by: X City Consultant

Contract Date

Project Name

April 13, 2021

Campus Town Phase 1 Demolition Design – AG 21-40

To (Consultant):

Harris & Associates
450 Lincoln Avenue, Suite 103
Salinas, CA 93901

You are directed to make the following changes to the Contract Documents or amend the following described work not included in the contract documents for this project.

The purpose of this addendum is to provide additional professional services related to the project. The contract terms and conditions shall not be modified except for as stated herein.

MODIFY the following text in **Section 2, “Services”**

Consultant shall perform the tasks described and set forth in Exhibit A, Exhibit A1 and A2 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, Exhibit A1, A2.

MODIFY the following text in **Section 5.(a), “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 B, B1, and B2 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 Four Hundred Seventy-Five Thousand Eight Hundred Ninety-Five Dollars (\$475,895) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

MODIFY the following text in **Section 22, “Contents of Request for Proposal and Proposal**

Consultant is bound by the contents of Agency's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibits "A", A1 and A2 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.

SIGNATURES ON NEXT PAGE

CONTRACT AMENDMENT #2
PROFESSIONAL SERVICES AGREEMENT
Campus Town Phase 1 Demolition Design

Original Contract Amount	Previous CCO Total (Not including this CCO)	This CCO Total	Revised Contract Amount
\$265,295	\$11,910	\$198,690	\$475,895
Original Contract Time	Original Completion Date	CCO Days To Date (Including This CCO)	Revised Completion Date (Including this CCO)
14	June 30, 2022	0 months	June 30, 2022

SUBMITTED BY:		
	Nisha Patel Public Works Director/City Engineer	
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Craig Malin City Manager	
Signature	Name and Title	Date

CONSULTANT ACCEPTANCE BY:		
<i>Frank S. Lopez</i>	Frank Lopez Business Unit Leader	7/28/2021
Signature	Name and Title	Date



Harris & Associates

July 27, 2021

Ms. Nisha Patel
City Engineer
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

CITY OF SEASIDE'S FORT ORD MILITARY RESERVATION PROPERTY AMENDMENT #2 PROPOSAL IN SUPPORT OF PHASE I DECONTAMINATION PROJECT AND PHASE I DECONSTRUCTION AND DEMOLITION PROJECT

Dear Ms. Patel:

As discussed in late June 2021, please accept this Proposal for the *"Fort Ord Military Reservation Property Deconstruction and Demolition Project"* as Amendment No. 2. As described below in more detail, there is a pre-requisite project that we will refer to as the *"Decontamination Project"*, which has been defined exclusively by Vista Environmental Consulting.

The following outlines our understanding and proposed Scope of Services along with our associated fees. Assumptions and exclusions related to the Scope of Services are listed below for clarity.

PROJECT UNDERSTANDING

The City of Seaside ("the City") has entered into a "Purchase and Sale Agreement" with KB Bakewell Seaside Venture II, LLC ("KB-Bakewell") to sell the former Fort Ord Military Reservation consisting of the "26 Acre Parcels" and the "Surplus II" properties (collectively called "the Property") to KB-Bakewell. The City has also entered into a "Development Agreement" with KB-Bakewell that outlines the intended planned development called "Campus Town".

As part of the terms and conditions of the Purchase and Sale Agreement, the City is required to deconstruct, demolish, and remove all buildings, structures, and improvements on the subject Property. The City is also planning to remove select trees within the Property. The City has retained Harris & Associates for professional engineering and environmental services to support the Deconstruction and Demolition Project.

The Work required by the City and outlined in the Agreements above will consist of two (2) phases. Phase I of the Project consists of three (3) individual locations: (1) the Visitor Center (2,100 feet² building/structure) and adjacent parking lot (25,392 feet²), (2) a fast-food restaurant (3,500 feet² building/structure) and adjacent parking lot (56,735 feet²), and (3) the Chapel (6,900 feet² building/structure) and adjacent parking lot (33,359 feet²). Phase II will include an existing fire station, hammerhead structures (old barracks), and six (6) total parking lots. **Our current Agreement and this Amendment is for Phase I only.**

As a pre-requisite to the deconstruction and demolition, the City is required to cause the Property to be free of hazardous material or be remediated to residential standards such that residential development may proceed without further environmental restrictions, soil vapor mitigation measures, clean-up, remediation, and testing or monitoring. This work is the *"Decontamination Project"*.

Exhibit A2

The City has retained Vista Environmental Consulting to define the work that will cause the Property to be free of hazardous material and/or properly remediated. Currently, Vista Environmental Consulting has produced two (2) technical reports that provide sampling and testing methodologies, results, and recommendations that, if executed by a licensed and qualified general contractor, would cause the Property to be free of hazardous material and/or properly remediated. In addition, Vista Environmental Consulting produced three (3) technical specifications that define those requirements as follows:

1. Section 028213 Asbestos Abatement Phase I
2. Section 028333 Lead Removal and Disposal Phase I
3. Section 028416 Hazardous Materials Removal and Disposal Phase I

The City has requested additional services from Harris & Associates that will allow the work performed and produced exclusively by Vista Environmental Consulting to be compiled and presented for advertisement, solicitation, and public bidding by the general contracting community. In addition, the City has requested Harris & Associates provide support during the bidding phase and construction management during the construction phase (excluding inspection and/or construction observation) of Phase I of the Decontamination Project. Vista Environmental Consulting will be providing inspection and construction observation of the Decontamination Project. Lastly, for Phase I of the Deconstruction and Demolition Project, Harris & Associates will be providing engineering support during construction, construction management and administration, and inspection. Support during the bidding phase of the Deconstruction and Demolition Project is included in the original Agreement with the City.

SCOPE OF SERVICES

Task 1.0 – Project Management (Continuation from Original Agreement)

Sub-task 1.2 Bi-Weekly Progress Meetings (2)

Harris & Associates will hold bi-weekly progress meetings. The meetings will be virtual (Microsoft Teams). For these meetings Harris will prepare agendas, coordinate meeting attendance, and issue meeting minutes to attendees.

Sub-task 1.3 Monthly Progress Reports (6)

Harris & Associates will continue to prepare and issue Monthly Progress Reports to City staff to keep project stakeholders up to date on project progress as well as review of project issues, invoicing, and schedule.

Sub-task 1.5 General Project Management

This task generally includes working with the City, other stakeholders, performing scope management, cost management, schedule management, as-needed internal progress meetings, administrative duties (i.e. coordination, correspondence, invoicing, etc), and other miscellaneous activities required to execute the Project, but are not clearly listed in the original Agreement or above.

Task 5.0 – Issued-for-Construction (IFC) Submittal (Continuation from Original Agreement)

Sub-task 5.5 Review of Hazardous Materials Survey Report by Vista Environmental Consulting

Harris & Associates will review and become familiar with the Hazardous Materials Survey Report by Vista Environmental Consulting in an effort to compile the issued-for-construction (IFC) construction contract documents.

This Work has been included as part of Amendment No. 1.

Sub-task 5.6 Review of Soil Screening Sampling Report by Vista Environmental Consulting

Harris & Associates will review and become familiar with the Soil Screening Sampling Report by Vista Environmental Consulting in an effort to compile the issued-for-construction (IFC) construction contract documents.

Exhibit A2

This Work has been included as part of Amendment No. 1.

Sub-task 5.7 IFC Cover Sheet and Site Plan (Reference Only)

Harris & Associates will produce a cover sheet and site plan to illustrate the Decontamination Project and reference the Reports and Technical Specifications performed and provided by Vista Environmental Consulting. The cover sheet and site plan will become a part of the issued-for-construction (IFC) construction contract documents. **Harris & Associates' logo, information, stamp(s), signatures, or any other information will not appear on the drawings.**

This Work has been included as part of Amendment No. 1.

Sub-task 5.8 IFC Front-End Documents

Front-end documents will be provided in draft form by the City and edited by Harris & Associates to produce complete front-end documents, including Introductory Information, Bidding Requirements, Bid Forms and Bid Submittals, Contract Forms, Conditions of the Contract, and General Requirements. In addition, Harris & Associates will compile and insert the technical specifications performed and produced exclusively by Vista Environmental Consulting into the issued-for-construction (IFC) construction contract documents. **Harris & Associates has no involvement, review, interpretation, and/or ownership responsibilities related to the work performed and produced exclusively by Vista Environmental Consulting.**

Sub-task 5.9 Quality Control Review (Non-Technical, Limited)

Harris will perform Quality Control (QC) reviews of IFC Cover Sheet, Site Plan, and front-end documents. This QC review is limited and has no technical basis related to the Decontamination Project. **Harris & Associates has no involvement, review, interpretation, and/or ownership responsibilities related to the work performed and produced exclusively by Vista Environmental Consulting.**

Task 6.0 – Bidding Support for Phase I of the Decontamination Project (Continuation from Original Agreement)

The City shall be responsible for posting the bid documents (Construction Contract Documents) on electronic bid sites, and forwarding to building exchanges and any contractors. The City, with support of Vista Environmental Consulting, will control the bidding process by conducting a pre-bid meeting, collecting requests for information (RFIs), disseminating the RFI responses, and any addendums.

Sub-task 6.1 Pre-Bid Meeting and Bid Opening

Harris & Associates will participate in and support the Pre-Bid Meeting and Bid Opening for the Decontamination Project.

Sub-task 6.2 Bid Phase Assistance

Harris will provide support during the bid period by coordinating with Vista Environmental Consulting with responding to requests for information (RFIs). Our fee includes preparation of one (1) addendum for the Construction Contract Documents.

Sub-task 6.3 Bid Tabulation and Evaluation

Harris & Associates will assist with the bid evaluation for the Decontamination Project. Conformance to the bid documents will be checked, including but not limited to, verifying references, ensuring all forms have been properly executed, and bid schedule properly completed. Harris & Associates will notify the City if there are irregularities and recommendations for awarding the Bid.

Exhibit A2

Task 7.0 – Support During Construction of the Deconstruction and Demolition Project (Phase I), (Continuation from Original Agreement)

Sub-task 7.2 Project Management

This task generally includes working with the City, Contractor, other stakeholders, performing scope management, cost management, schedule management, as-needed internal progress meetings, administrative duties (i.e. coordination, correspondence, invoicing, etc), and other miscellaneous activities required during construction.

Sub-task 7.3 Responses to Requests for Information (4)

Harris & Associates will review and respond to RFIs submitted by the Contractor. For purposes of this Amendment, we have estimated four (4) responses to RFIs.

Sub-task 7.4 Submittal Review (8)

Harris & Associates will review and comment on submittals provided by the Contractor as required by the Construction Contract Documents. For purposes of this Amendment, we have estimated eight (8) submittal reviews. Re-submittals and/or multiple iterations of poor quality submittals will require additional efforts and will be discussed with the City.

Sub-task 7.5 Construction Management (153 Hours)

Harris & Associates will provide construction management services, including coordination with the Contractor, leading construction progress meetings, collecting daily construction reports and field records (including photographs), circulating responses to RFIs, circulating submittals and review comments, evaluating progress payment applications, providing construction change order and claims support, and performing close-out activities. This effort is based on 1.5 hours per working day for a total of one hundred two (102) working days (presumed October 2021 thru February 2022). However, this level of effort and time commitment is limited strictly to 153 total hours. Harris & Associates will provide construction management files and administrative records, including daily construction reports, electronically via thumb/flash drive.

Sub-task 7.6 Construction Administration

Harris & Associates will provide construction administration services, including document control through Newforma, throughout the duration of the Demolition and Deconstruction Project.

Sub-task 7.7 Inspection (Prevailing Wage) (120 Hours)

Harris & Associates will provide inspection services, including observation, documentation (i.e. daily construction reports), assessment of Construction Contract Document compliance, and act as a liaison between the Contractor and City. This effort is based on 20 hours per working week for a total of six (6) concurrent working weeks of construction activities. However, this level of effort and time commitment is limited strictly to 120 total hours.

Sub-task 7.8 Record Drawings

Harris & Associates will provide Record Drawings based on redlined as-built construction drawings provided by the Contractor following completion of the Deconstruction and Demolition Project.

Task 8.0 – Support During Construction of the Decontamination Project (Phase I)

Sub-task 8.1 Project Management

This task generally includes working with the City, Contractor, other stakeholders, performing scope management, cost management, schedule management, as-needed internal progress meetings, administrative duties (i.e. coordination, correspondence, invoicing, etc), and other miscellaneous activities required during construction.

Sub-task 8.2 Construction Management (215 Hours)

Exhibit A2

Harris & Associates will provide construction management services, including coordination with the Contractor, leading construction progress meetings, collecting daily construction reports and field records from Vista Environmental Consulting, circulating responses to RFIs, circulating submittals and review comments, evaluating progress payment applications, providing construction change order and claims support, and performing close-out activities. This effort is based on an estimated 215 hours total over the course of construction of the Decontamination Project. This level of effort and time commitment is limited strictly to 215 total hours. There is no construction observation or inspection associated with the work.

Sub-task 8.3 Construction Administration

Harris & Associates will provide construction administration services, including document control through Newforma, throughout the duration of the Decontamination Project.

Assumptions and Exclusions

The following are assumptions made for this Proposal:

- 1) Vista Environmental Consulting's Reports and Technical Specifications shall provide comprehensive and specific requirements such that when completed by a licensed and qualified general contractor, shall render the Property free of hazardous material or be remediated to residential standards such that residential development may proceed without further environmental restrictions, soil vapor mitigation measures, clean-up, remediation, and testing or monitoring.
- 2) Harris & Associates has no involvement, review, interpretation, and/or ownership responsibilities related to the work performed and produced exclusively by Vista Environmental Consulting.
- 3) Harris & Associates will endeavor to support the schedules of both Projects based on obligations and/or commitments of the City, but the delivery of Scope of Services is not exclusively within our control and must be understood by the City.
- 4) Assumptions from original Proposal and Agreement remain as written.

The following are exclusions made for this Proposal, but are not intended to represent an exhaustive list:

- 1) The Work does not include services of any kind related to "Hazardous Material", which is hazardous or toxic substances, materials, chemicals, or wastes in any form and in any concentration that is or becomes regulated by the United States, or any state or local government authority having jurisdiction over the Property.
- 2) For the Deconstruction and Demolition Project, our Work related to Construction Management is limited to 153 hours, regardless of the schedule, performance of the Contractor, coordination with the City, and unforeseen events or activities. Harris & Associates will work with the City for an Amendment if the City requests time commitment beyond and in excess of 153 hours of construction management. Construction management services may be performed by Senior Project Manager Jason Caprio or a different Construction Manager. 153 hours is also limited to \$32,250, independent of the team member or personnel category who performs the Work.
- 3) For the Deconstruction and Demolition Project, our Work related to Inspection is limited to 120 hours, regardless of the schedule, performance of the Contractor, coordination with the City, and unforeseen events or activities. Harris & Associates will work with the City for an Amendment if the City requests time commitment beyond and in excess of 120 hours of inspection. 120 hours is also limited to \$26,400 (including vehicle expenses).
- 4) For the Decontamination Project, our Work related to Construction Management is limited to 215 hours, regardless of the schedule, performance of the Contractor, coordination with the City and Vista Environmental Consulting, and unforeseen events or activities. Harris & Associates will work with the City for an Amendment if the City requests time commitment beyond and in excess of 215 hours of construction management. Construction management services may be performed by Senior Project Manager Jason Caprio or a different Construction Manager. 215 hours is also limited to \$44,100, independent of the team member or personnel category who performs the Work.
- 5) Sampling, Testing, and Reporting.
- 6) Scheduling.
- 7) License(s) and Permit(s).
- 8) Any and all changes in the Scope of Services not part of this Amendment.
- 9) Additional and/or optional support services, unless specifically requested and agreed upon in written Amendment.

PROJECT SCHEDULE

Both Projects are expected to be complete by February 28, 2022. Here are a few target milestone dates associated with our deliverables, including those we can commit to and as identified as "Harris Controlled":

Decontamination Project

1. Draft Construction Contract Documents by August 20, 2021 (Harris Controlled)
2. Review Comments from City by August 25, 2021
3. Final IFC Construction Contract Documents by September 1, 2021 (Pending City Approval, Harris Controlled)
4. Advertise and Solicit for Bid by September 2, 2021
5. Publicly Receive Bids on September 30, 2021
6. Award Construction Agreement on October 21, 2021
7. Issue Notice to Proceed on October 31, 2021
8. Construction Activities Commence and Time for Completion Established as Four (4) Weeks

Deconstruction and Demolition Project

1. Draft Construction Contract Documents by August 31, 2021 (Harris Controlled)
2. Review Comments from City by September 6, 2021
3. Final IFC Construction Contract Documents by September 22, 2021 (Pending City Approval, Harris Controlled)
4. Advertise and Solicit for Bid by September 23, 2021
5. Publicly Receive Bids on October 21, 2021
6. Award Construction Agreement on November 18, 2021
7. Issue Notice to Proceed on December 9, 2021
8. Construction Activities Commence and Time for Completion Established as Six (6) Weeks

PROPOSED FEES

The proposed fees for the Scope of Services are shown below and will be provided on a Time and Materials (T&M) basis, not to exceed the budgeted amount.

Task 1.0 – Project Management (Continuation from Original Agreement): \$5,100

Task 5.0 – Issued-for-Construction (IFC) Submittal (Continuation from Original Agreement): \$22,340

Task 6.0 – Bidding Support for Phase I of the Decontamination Project (Continuation from Original Agreement): \$12,320

Task 7.0 – Support During Construction of the Deconstruction and Demolition Project (Phase I), (Continuation from Original Agreement): \$101,215

Task 8.0 – Support During Construction of the Decontamination Project (Phase I): \$57,715

TOTAL PROPOSED FEE: \$198,690

Sincerely,

Harris & Associates, Inc.



Frank Lopez, PE, QSD

Business Unit Leader

Engineering + Design Services

(831) 233-9242 Frank.Lopez@WeAreHarris.com



Jason Caprio, PE, PMP

Senior Project Manager

Engineering + Design Services

(661) 319-9251 Jason.Caprio@WeAreHarris.com

Exhibit A2

FEE PROPOSAL FOR PHASE I DECONTAMINATION WORK AND PHASE I DECONSTRUCTION AND DEMOLITION WORK

Task/Subtask	Project Directors, QC Lead	Senior Project Manager	Construction Manager	Inspector	Project Engineer	Technical Support	Other Direct Costs (ODCs)	Mark-Up	Subtotals
	\$275	\$225	\$200	\$185	\$150	\$120	LS	10%	
Task 1.0 Project Management									
1.5 General Project Management		10					\$0	\$0	\$2,250
1.2 Progress/Update Meetings (2)		4			4		\$0	\$0	\$1,500
1.3 Monthly Progress Reports (6)		6					\$0	\$0	\$1,350
Subtotal Hours =	0	20	0	0	4	0			24
Subtotal (\$) =	\$0	\$4,500	\$0	\$0	\$600	\$0	\$0	\$0	\$5,100
Task 5.0 Issued-for-Construction (IFC) Submittal									
5.5 Review of Hazardous Materials Survey Report by Vista Environmental Consulting							\$0	\$0	\$0
5.6 Review of Soil Screening Sampling Report by Vista Environmental Consulting							\$0	\$0	\$0
5.7 IFC Cover Sheet and Site Plan (Reference Only)							\$0	\$0	\$0
5.8 IFC Front-End Documents		56			16	8	\$0	\$0	\$15,960
5.9 Quality Control Review, (Non-Technical, Limited)	16	4			4	4	\$0	\$0	\$6,380
Subtotal Hours =	16	60	0	0	20	12			108
Subtotal (\$) =	\$4,400	\$13,500	\$0	\$0	\$3,000	\$1,440	\$0	\$0	\$22,340
Task 6.0 Bid Assistance for Phase I Decontamination Work									
6.1 Pre-Bid Meeting		8	4		4		\$0	\$0	\$3,200
6.2 Bid Assistance		20			6	4	\$0	\$0	\$5,880
6.3 Evaluation and Recommendation		8			8	2	\$0	\$0	\$3,240
Subtotal Hours =	0	36	4	0	18	6			64
Subtotal (\$) =	\$0	\$8,100	\$800	\$0	\$2,700	\$720	\$0	\$0	\$12,320
Task 7.0 Construction Support Services for Phase I Deconstruction and Demolition Work									
7.2 Project Management	4	40			4		\$0	\$0	\$10,700
7.3 Responses to Requests for Information (4)		8			16	4	\$0	\$0	\$4,680
7.4 Submittal Reviews (8)		16			32	8	\$0	\$0	\$9,360
7.5 Construction Management			153				\$1,500	\$150	\$32,250
7.6 Construction Administration		8			16	48	\$250	\$25	\$10,235
7.7 Inspection (Prevailing Wage)				120			\$4,200		\$26,400
7.8 Record Drawings	2	4			32	2	\$1,000	\$100	\$7,590
Subtotal Hours =	6	76	153	120	100	62			517
Subtotal (\$) =	\$1,650	\$17,100	\$30,600	\$22,200	\$15,000	\$7,440	\$6,950	\$275	\$101,215
Task 8.0 Construction Support Services for Phase I Decontamination Work (No Inspection)									
8.1 Project Management	4	32			8		\$0	\$0	\$9,500
8.2 Construction Management			215				\$1,000	\$100	\$44,100
8.3 Construction Administration						32	\$250	\$25	\$4,115
Subtotal Hours =	4	32	215	0	8	32			291
Subtotal (\$) =	\$1,100	\$7,200	\$43,000	\$0	\$1,200	\$3,840	\$1,250	\$125	\$57,715
Total Hours by Classification =	26	224	372	120	150	112			1,004
Total (\$) by Classification =	\$7,150	\$50,400	\$74,400	\$22,200	\$22,500	\$13,440	\$8,200	\$400	\$198,690
Percentage of Time Allocated (by hours) =	3%	22%	37%	12%	15%	11%			
								Total Fee	\$198,690



CITY OF SEASIDE STAFF REPORT

Item No.: 8.L.

TO: City Council

FROM: Craig Malin, City Manager

BY: Victor Damiani, Finance Director

DATE: August 5, 2021

**SUBJECT: RESOLUTION DESIGNATING THE CITY OF SEASIDE'S AGENT
TO ENGAGE WITH THE FEDERAL EMERGENCY MANAGEMENT
AGENCY AND/OR THE GOVERNOR'S OFFICE OF EMERGENCY
SERVICES**

RECOMMENDATION

Adopt resolution designating the City of Seaside's agent to engage with the Federal Emergency Management Agency and/or the Governor's Office of Emergency Services.

BACKGROUND

The purpose of this item is to give the City Council the opportunity to consider and adopt a resolution appointing certain City staff to engage with the Federal Emergency Management Agency and/or the Governor's Office of Emergency Services to receive disaster relief funding.

The California Governor's Office of Emergency Services requires all agencies who request disaster assistance funding to have a resolution (Cal OES 130; attached to this staff report) on file. This resolution must be updated every three years. The City's resolution (Cal OES 130) was last updated on December 7, 2017. As allowed by the Governor's Office of Emergency Services, the Authorized Agents are identified by title only to provide flexibility in the event of staff turnover. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title.

FISCAL IMPACT

The approval of this resolution will make the City eligible to receive federal and/or state

relief funding for various disasters as they may occur over the course of the next three years.

ATTACHMENTS

1. Resolution
 2. Cal OES 130 Designation of Applicants Agent Resolution for Non-State Agencies
-

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

**DESIGNATING THE CITY OF SEASIDE AUTHORIZED AGENT FOR THE
PURPOSE OF OBTAINING CERTAIN FEDERAL AND STATE DISASTER
FINANCIAL ASSISTANCE**

WHEREAS, the City of Seaside is a public entity established under the laws of the State of California; and

WHEREAS, the City of Seaside's OES ID is 053-70742; and

WHEREAS, the City of Seaside may participate in certain Federal and State disaster financial assistance programs from time to time; and

WHEREAS, the City is required to appoint authorized agent(s) to act for and on behalf of the City every three years; and

WHEREAS, this is a universal resolution and is effective for all open and future disasters up to three years following the date of approval of this resolution; and

NOW, THEREFORE BE IT RESOLVED that the City of Seaside City Council appoints the following positions to provide to the Governor's Office of Emergency Services for all matters pertaining to state disaster assistance the assurances and agreements required:

City Manager, or Finance Director or Fire Chief.

PASSED AND ADOPTED at a regular meeting of the City of Seaside City Council duly held on the 5th day of August, 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

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE City Council OF THE City of Seaside
(Governing Body) (Name of Applicant)

THAT City Manager, OR
(Title of Authorized Agent)

Finance Director, OR
(Title of Authorized Agent)

Fire Chief
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Seaside, a public entity
(Name of Applicant)

established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the City of Seaside, a public entity established under the laws of the State of California,
(Name of Applicant)

hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

☒ This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

☐ This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this 5th day of August, 2021

Ian Oglesby, Mayor
(Name and Title of Governing Body Representative)

David Pacheco, Mayor Pro Tem
(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, Dominique Davis, duly appointed and City Clerk of
(Name) (Title)

City of Seaside, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the City Council of the City of Seaside
(Governing Body) (Name of Applicant)

on the 5th day of August, 20 .

(Signature)

City Clerk
(Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.
Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving Board Members.
Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval.
Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification."



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.M.

TO: City Council

FROM: Craig Malin, City Manager

BY: Roberta Greathouse, Human Resources Director/Risk Manager

DATE: August 5, 2021

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO
ENTER INTO A CONTRACT WITH KOFF & ASSOCIATES FOR
RECRUITMENT SERVICES FOR AN AMOUNT NOT TO EXCEED
\$60,000.00**

RECOMMENDATION

Adopt the resolution authorizing the City Manager to enter into a contract with Koff & Associates, a division of Gallagher Benefit Services Inc. for recruitment services for an amount not to exceed \$60,000.00.

BACKGROUND

The Human Resources / Risk Management Department released a Request for Statements of Qualifications for Recruitment Services to assist with a variety of activities that exceed current Human Resources staff capacity including:

1. Recruiting for difficult to fill positions, such as Civil Engineer;
2. Preparing and conducting promotional exams for public safety positions including Fire Division Chief and Fire Captain;
3. Placing advertisements;
4. Proctoring interview panels; and
5. Conducting reference checks.

The City received proposals from three highly qualified firms: Koff & Associates, Regional Government Services, and Avery and Associates. Koff & Associates stood out and was selected because experience in using the NeoGov applicant tracking system and their recent experience recruiting for similar positions. The City has worked the Koff & Associates team on several other projects and has found them to be very professional and knowledgeable.

FISCAL IMPACT

The City will make payments on an hourly basis as outlined in the proposal up to \$60,000. Staff budgeted for this expense in the City's 2021/2022 Adopted Budget.

ATTACHMENTS

1. Resolution
 2. Contract
 3. Proposal City of Seaside Recruitment Services Koff
-

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

RESOLUTION NO. 2021-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH KOFF AND ASSOCIATES FOR RECRUITMENT SERVICES FOR AN AMOUNT NOT TO EXCEED \$60,000

WHEREAS, On June 17, 2021, the City adopted the Fiscal Year 2021/2022 Budget; and

WHEREAS, the Budget contained 30+ new and / or vacant positions; and

WHEREAS, the level of effort and amount of time necessary to conduct recruitments to fill the positions exceeds the current Human Resources / Risk Management Department's staff capacity; and

WHEREAS, Koff & Associates, Regional Government Services, and Avery and Associates responded to a Request for Statements of Qualifications released by the Department; and

WHEREAS, Koff & Associates stood out and was selected because experience in using the NeoGov applicant tracking system and their recent experience recruiting for similar positions. The City has worked the Koff & Associates team on several other projects and has found them to be very professional and knowledgeable; and

WHEREAS, staff budgeted for the additional recruitment expenses in the FY 2021/2022 Human Resources Department budget account 100-0-2031-2064; and

WHEREAS, the not to exceed value of the contract is \$60,000, which exceeds the City Managers' purchasing authority.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby authorizes the City Manager to sign a contract with Koff & Associates for recruitment services and the value of the agreement does not exceed \$60,000.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 5th day of August, 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



**CITY OF SEASIDE
PROFESSIONAL SERVICES AGREEMENT
Recruitment Services**

This agreement is made by and between the City of Seaside (City), and Koff & Associates, a division of Gallagher Benefit Services, Inc. (Consultant).

- A. Engagement: The City agrees to engage the Consultant to provide recruitment services including, but not limited to, recruiting for specific positions, preparing and conducting promotional exams, placing advertisements, proctoring interviews, and conducting reference checks.
- B. Relationship: The Consultant is an independent contractor and is not an agent or employee of the City.
- C. Compensation: The City shall pay consultant professional fees on an hourly basis, with a not to exceed amount of \$15,000 (fifteen thousand dollars) for each professional/technical recruitment. The total amount of this contract will not exceed \$60,000 (sixty thousand dollars). See the professional fees and expenses outlined in Exhibit A.
- D. Expense Reimbursement: City will reimburse for project expenses on a pass-through basis upon submission of receipts.
- E. Method of Payment: The City shall pay within 30 days in accordance with Consultant's Fee Schedule, attached hereto, upon receipt of a written invoice from Consultant detailing services rendered.
- F. Term: The term of this agreement shall commence on _____ and terminate June 30, 2022.
- G. Termination: This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.
- H. Indemnity and Limitation of Liability: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's

fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of services under this agreement. Consultant's duty to indemnify and hold harmless City shall not extend to the City's sole or active negligence. Consultant's liability to the City and any other party for any losses, injury or damages to persons or properties or work performed arising out of in connection with this Agreement and for any other claim, whether the claim arises in contract, tort, statute or otherwise, shall be limited to the amount of the total fees due to Consultant from City for the particular project assignment giving rise to the claim. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CONSULTANT SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, LOST PROFITS, OR PUNITIVE DAMAGES SUSTAINED OR INCURRED IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

- I. Duty to Defend: In the event the Agency, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this agreement, and upon demand by Agency, Consultant shall defend the Agency at Consultant's cost or at Agency's option, to reimburse Agency for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Consultant's negligent acts, errors or omissions. Payment by Agency is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and Agency, as to whether liability arises from the sole or active negligence of the Agency or its officers, employees, or agents, Consultant will be obligated to pay for Agency's defense until such time as a final judgment has been entered adjudicating the Agency as solely or actively negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.
- J. Insurance: Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as follows;

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 two years after completion of the services required by this agreement.

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.

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 City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

K. Project Management. The City's Human Resources Analyst will represent the City for all purposes under this Agreement. The Project Manager will be Consultant's point of contact with respect to performance, progress and execution of the Services. The City may designate an alternate Project Manager from time to time.

L. Ownership of Work Product:

- a. Ownership of all imagery, reports, data, studies, surveys, charts, memoranda, and any other documents which are developed, compiled, or produced as a result of this agreement, whether or not completed, shall vest with the City.
- b. Materials developed under this agreement are the property of the City and may be used by the City as it sees fit, including the right to distribute, review or publish the same without limitation.
- c. The City agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans, specifications, drawings, maps, models, computer files and other documents for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.
- d. Notwithstanding the foregoing, Consultant will retain sole and exclusive ownership of all right, title and interest in and to its intellectual property and derivatives thereof which no data or confidential information of the City was used to create and which was developed entirely using Consultant's own resources. To the extent Consultant's intellectual property is necessary

for the City to use the services provided, Consultant will grant to the City a non-exclusive, royalty-free license to Consultant's intellectual property solely for the City's use of such services.

M. Assignment

- a. 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 City.

N. Conflict of Interest

- a. Consultant shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.
- b. If City determines Consultant comes within the definition of Consultant under the Political Reform Act (Government Code §87100 et seq.) Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing Consultant's and/or such other person's financial interests.

O. Miscellaneous:

- a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
- b. Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the City.
- c. This agreement shall be modified only by written agreement duly executed by the City and the Consultant.
- d. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- e. This agreement shall be governed by and construed in accordance with the laws of the State of California.
- f. All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

Wherefore, the parties have entered into this agreement as of the later of the dates stated below.

Approved:

Dated: 7/28/21

Consultant: Koff & Associates,
a division of Gallagher Benefit Services, Inc.

By: 
Catherine B. Kaneko

Title: Managing Director

Address: 2835 Seventh Street

Berkeley, CA 94710

Dated: _____, 2021

City of Seaside:

By: Craig Malin
Title: City Manager

Attachments: Proposal



PROPOSAL FOR RECRUITMENT SERVICES City of Seaside

Submittal date: July 12, 2021

Submitted by:

Koff & Associates
2835 Seventh Street
Berkeley, CA 94710

Frank Rojas
Recruitment Manager
frojas@koffassociates.com
510.495.0448

KoffAssociates.com



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July 12, 2021

Roberta Greathouse
Human Resources Director/Risk Manager
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Dear Ms. Greathouse,

Thank you for the opportunity to submit a proposal to assist the City of Seaside with recruitment services. Koff & Associates (K&A) Recruiting, now a Gallagher company, is uniquely qualified based on over 37 years of assisting public agencies with finding and placing candidates who are dedicated to public service.

Our unique selling proposition lies in K&A Recruiting's experience supporting public sector clients in California and throughout the USA. Through our investment in modern recruitment technology, we offer forward-thinking services that not only provide for advanced extensive sourcing and outreach but allow us to tell the story of each project through easy-to-understand data. K&A Recruiting uses National Language Processing to remove bias from our job ads, creating diversity in candidate pools to build workforces that accurately represent the communities served.

Having conducted countless search efforts has made K&A Recruiting an expert in identifying, targeting, recruiting, and successfully placing women and minority candidates in many of our recruitments. Diversity recruiting is an area of focus, and our firm has a vast pool of resources at our fingertips to provide outreach on an industry-wide basis to the public and private sector for qualified candidates nationwide. We pride ourselves in transparency, flexibility, and quality work.

Joshua Boudreaux will be the Project Manager for all recruitment efforts with K&A Recruiting's support team. You can reach him at (510) 901-0044 or jboudreaux@koffassociates.com. I can be reached at (510) 495-0448 or frojas@koffassociates.com.

Sincerely,

Frank Rojas
Recruitment Manager



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FIRM EXPERIENCE

Koff & Associates (“K&A”) is a full spectrum, public-sector human resources and recruiting services firm that was founded by Gail Koff in 1984, and has been assisting cities, counties, special districts, other public agencies, and non-profit organizations.

As of April 30, 2021, we merged with Arthur J. Gallagher and are now officially a Gallagher Division. Our headquarters are in Berkeley, CA, and we have satellite offices in Southern California, the Central Valley, the Sacramento Region, and the Western U.S. Region. GALLAGHER BENEFIT SERVICES, INC. is our legal name. It is a Delaware company, and the FEIN is 36-4291971.

EXPERIENCE AND QUALIFICATIONS

With 37 years of HR experience, K&A Recruiting knows public sector employment inside and out. We are familiar with public sector organizational structures, agency missions, operational and budgetary requirements, and staffing expectations. Our team is ready to support you at any level you wish – providing sourcing expertise, full-cycle recruitment at the start of your search through the start date of your newest employee, and everything in between.

We build enduring relationships

K&A Recruiting provides personal attention to and creates long-term relationships with our clients. Because we care about and understand your organization’s people, culture, leadership, and unique needs, we identify highly qualified candidates to support your goals.

We value strength in diversity

We source top talent reflective of the communities you serve. With our focus on inclusion, networking and partnering with minority-based associations, utilizing bias-reducing tools, and drawing from our own employees’ certification training, we are leaders in public sector Diversity and Inclusion.

We leverage innovative search technology

K&A Recruiting uses advanced programs and unique sourcing methods to identify candidates which traditional recruiting strategies might have missed. We continuously gather and analyze important data points and are always looking ahead at how we can use information technology to better serve you.

Our long list of clients is indicative of our firm’s reputation as being a quality organization that can be relied on for producing comprehensive, sound, and cost-effective results. K&A Recruiting is “hands on” and responsive with the ability and expertise to identify the ideal candidate(s) for the City of Seaside.



K&A Recruiting uses its vast network to leverage recommendations and referrals of past clients in combination with modern sourcing techniques and technology to build the best candidate pools in the market. We are a team of true recruiters with over 60 years of combined experience. Our work speaks for itself, and our primary goal is to provide professional and technical consulting assistance with integrity, honesty, and a commitment to excellence.

Although we typically have not offered promotional testing development in our menu of services, we are open to consultation of question set development and scenario development, if selected.

RECENT SUCCESSFUL RECRUITMENTS

Following is a partial list of recent recruitments conducted by our Recruiters:

Agency	Title	Year Completed
Valley Water	Senior Engineering Technician	Current
Valley Water	Associate Environmental Planner	Current
City of Richmond	Accounting Manager & Budget Administrator	Current
Big Bear Lake, Department of Water & Power	Senior Accountant	Current
City of Gilroy	Fleet Superintendent	Current
County of Sonoma	Real Estate Manager	Current
City of Fairfield	Fire Inspector I/II	Current
City of Long Beach	Medical Director	Current
City of Long Beach	Jail Administrator	2021
Alameda County Water District	Director of Engineering	2021
Valley Water	Senior Systems and Network Technician	2021
Central Marin Sanitation Agency	Mechanical Technician	2020
Dublin San Ramon Services District	HR Analyst II	2020
Valley Water	Information Systems Analyst II	2020
City of Sacramento	Director of Public Safety Accountability	2020
City of Lawndale	Public Works Director/City Engineer	2020



PROJECT TEAM

Frank Rojas **Recruitment Manager**

Frank brings more than thirty (35) years of recruiting experience from the highly competitive direct placement and contract labor industries as well as the corporate environment. He has significant experience placing corporate leaders, executive, professional, and technical staff including individual contributors for government sector, non-profits, aerospace, architectural and engineering, information technology, petroleum and chemical, energy, power, civil/structural, transportation and private industry.

Frank began his career in Contract Labor and over the next 20+ years launched seven start-up offices in several states and locations providing direct placement and contract support to hundreds of clients in virtually all industries and levels of talent. He continued his career in the non-profit environment managing and building talent acquisition support during significant growth periods. Having been a speaker at several networking and career coaching venues, Frank believes in utilizing traditional recruiting methodology with social media.

In addition to recently completing recruitments for City of Ontario, County of Riverside, County of Tulare, City of Salinas, and City of San Diego, recent successful efforts include positions of County Executive Officer, Director of Human Resources & Development, City Manager, Finance Director, Chief Ethics Officer, and Director-level hires for Information Technology, Social Services, Public Works, Economic Development, Community Services, Animal Services, and Division/Site General Managers.

Frank has been named in the top 1% viewed profiles on LinkedIn and has established a strong client and customer base through trust, effective recruiting, relationship building, and teamwork.

Josh Boudreaux, M.A. **Recruiter**

Joshua has over nine (9) years of public sector Human Resources experience. He began his public sector journey as a labor representative with the Orange County Employees Association representing both sworn and unsworn employees in internal investigations, working within admonishments of Lybarger and Weingarten under the Meyers-Milias-Brown Act, grievances, meet and confers, interactive processes, arbitrations, and negotiations.

He transitioned into the HR world at the City of Anaheim where he led classification and compensation projects. At the Orange County Fire Authority, he was the first investigator within the Professional Standards Unit (comparable to Internal Affairs for a police department); he also worked closely with Battalion and Division Chiefs on projects such as classification and compensation, employee relations, and recruitment. During his tenure with Orange County Fire, Joshua Boudreaux was a trusted source where he trained countless of



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Firefighters, Fire Captains, and Fire Battalion Chiefs on the Employee Relations portion of promotional tests with a 95% passage rate.

Prior to joining K&A, Joshua served as an Administrative Manager for the County of Orange where he handled employee grievances, conducted investigations, and represented the County on meet and confer items. He served as the President of the Orange County Human Resources Consortium in 2017-2018.

Joshua earned his B.S. in Political Science with a concentration in American Politics from the University of California, Los Angeles; his Master's in Public Administration from Chapman University (Brandman); and a Master's Certificate in Human Resources with emphasis in Labor Relations from Cornell University.

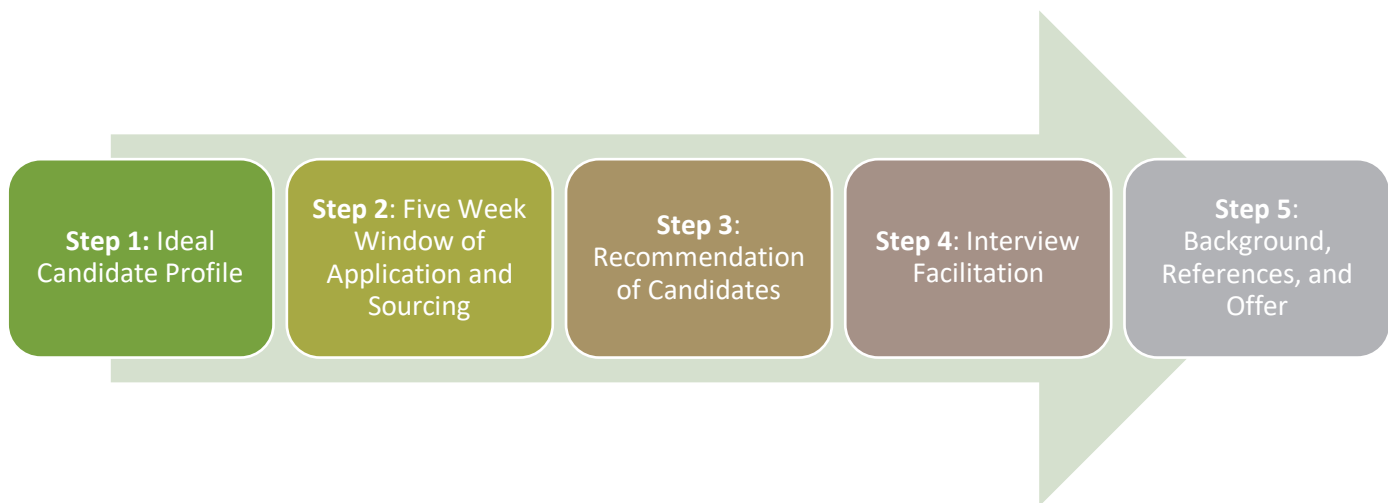


PROJECT APPROACH/METHODOLOGY

Our modern philosophy ensures thorough, thoughtful, and strategic sourcing, evaluation, selection, and vetting of candidates. This includes focused advertising including websites and publications specific to women and minority candidates, outreach emails to perspective candidates and referral sources, contacting users' groups and associations, as well as picking up the phone and proactively calling passive professionals that may not otherwise be looking.

K&A Recruiting will provide weekly progress reports to the Human Resources Director and participate in conference calls and/or onsite meetings as requested.

We are responsible for ensuring compliance, adhering to and maintaining all legally mandated documentation throughout the process.



Step 1 – Ideal Candidate Profile

The development of a desired profile for the ideal job candidate for the position is crucial for a successful search process.

We will coordinate with the Human Resources Director in identifying and/or developing:

- The various organizational needs, vision, mission, goals, strengths, challenges, opportunities, culture of the organization and City;
- Position competency requirements, i.e., knowledge, skills, and abilities;
- Personal and professional attributes required of and priorities for the new incumbent;
- Type of working relationship senior leadership and the Hiring Authority desire with the new incumbent;
- Advertising strategies in conjunction with a national and/or regional outreach campaign;
- Compensation levels; and
- Schedule of deliverables from K&A Recruiting.



At the conclusion of the meeting(s) with the hiring committee, there will be a clear consensus of the key qualifications and characteristics of the position and the process, action plan, and timetable to be utilized for the recruitment process.

Posting

Following the development of the candidate profile, K&A will develop the job posting and determine the most appropriate advertising campaign and whether a flyer or brochure would benefit the recruitment effort. A professionally produced recruitment brochure will only be prepared for positions that warrant additional marketing and will be in coordination with the City. If needed, a brochure will highlight the strengths and challenges of the City, its organizational structure and services, its mission and goals, pertinent facts regarding the position, and necessary and desirable candidate qualifications. Where a brochure is not needed, K&A can develop an abbreviated recruitment flyer to distribute electronically, and where neither a brochure nor a flyer would be needed, time will be shifted to sourcing and outreach instead.

Step 2 – Week Window of Application & Sourcing

Our effort will include a variety of activities designed to build the best available candidate pool. The window of application will be determined for each of the positions/recruitments. Harder to hire for or higher-level positions may warrant longer filing periods. Similarly, some of the recruitments are seeking large numbers of applicants to fill multiple positions and may also require additional time for outreach.

Our modern techniques and methodologies allow us to source from extensive pools of potential candidates, far beyond even our own network of contacts built over 37 years of public agency client services. In coordination with the City, K&A Recruiting will:

- Determine in coordination with the City the best steps for the recruitment;
- Market the position and identify prospective applicants;
- Assist applicants in navigating the application process;
- Capture interested candidates in our recruitment project database; and
- Provide representative data to the City including candidate documents, interview notes, and an outline of the recruitment process.

Step 3 – Recommendation of Candidates

K&A Recruiting will use the City's applicant tracking system, if requested, to conduct the recruitment efforts and will screen minimum qualifications and conduct other examination steps as appropriate for each effort. The screening process will be specifically designed to assess the personal and professional attributes the City has identified and will focus on each candidate's ability, technical competency, and fit with the City's values, culture, and needs. Our assessment will consist of:

- Screening for minimum qualifications;
- Assessment of experience and qualifications;
- Cultural fit based on our understanding of important intangibles through panel interviews or phone screening interviews as appropriate;



- Clarity of any issues identified in the submitted documents;
- Reasons for position interest;
- The level of commitment to the position and the organization; and
- Other issues, including salary requirements.

Step 4 - Interview Facilitation

We will advise and develop interviewing strategies and a set of key questions that will help analyze candidates' qualifications and management/workstyle. We will facilitate, virtually, all necessary communications with the hiring committee and candidates to ensure everyone is well prepared.

Interview questions will be designed to elicit information, not only about each candidate's technical skillset and experience but also their leadership skills, adaptability, political astuteness, self-awareness, and other important aspects of the ideal candidate profile.

Questions, evaluation tools, and additional materials will be assembled, as needed. We will also use evaluation criteria agreed to by the City.

The Project Manager will assist the City with coordinating all candidate correspondence and record keeping on behalf of the City. We will provide oversight during the virtual panel interview process and facilitate a focused discussion with the panel and hiring authority at the conclusion of the interviews to identify the most qualified candidate(s) for final interviews.

Step 5 - Background, References, and Offer

K&A Recruiting will conduct thorough reference and background checks for the final candidate(s), as appropriate and as requested by the City. We start with employment and professional references, calling each and having an in-depth discussion covering strongest business characteristics, work style, interpersonal skills, and position-specific knowledge. Our references will be documented and presented in a concise user-friendly manner.

Background checks are conducted in coordination with a third-party firm that will confirm educational degrees and check driving records, criminal records, and a financial history/credit check. We, as well as our background contract firm, meet or exceed relevant reporting requirements.

K&A Recruiting will facilitate and lead the negotiations of the final terms and conditions of employment, such as the compensation package, benefits, and other perquisites (perks), as requested and in coordination with the City. We will notify all candidates not selected as finalists for the position.

Storage of Required Legal Documentation and Ongoing Communications

We are responsible for ensuring compliance with and establishing and maintaining all legally mandated documentation throughout the process keeping in mind the City's document management principles and the possibility of public records requests. We will prepare final documents and provide them for recruiting compliance back up and storage for the City.



In addition to the steps of the process leading to an offer of employment to the top candidate, we are committed to ensuring that the new incumbent's transition into the new position will be smooth and successful.

Confidential Safeguards

The advantage of hiring K&A Recruiting is that the bulk of all documentation and recordkeeping will be done by us and only very specific information and documents will be shared with the City.

We understand that confidentiality is one of the utmost important values when it comes to all things hiring-related. We also understand the potential sensitivity of job applicants' information, especially when they are currently still employed and do not want their employer to learn about their job search activities, or cases where job candidates potentially know each other.

Of course, we will never share job candidate information or application documents with any third parties. We will only contact job candidates' current employers with their express permission (although we typically require such during the final background and reference checking, at the latest when a conditional job offer has been made).

Recruiting Process During Covid-19 Crisis

We will work to counterbalance market forces and build a pipeline of potential candidates through strong marketing and branding efforts, including videos, job postings, and a social media campaign. Our ongoing communication with candidates helps with reputation and keeps them engaged; so, when there is an opportunity that matches their background, we reduce the time-to-hire. As always, communication is key. Candidates who experience a warm, communicative recruitment experience are more likely to maintain their interest and are more likely to feel welcomed into the organization. The recruitment experience is the first touch point with your future new employees.

We have embraced the virtual interview. The push into virtual technologies due to the pandemic was generally new for many public agencies. Our crystal ball tells us that virtual interviewing is not going away regardless of how the public sector world evolves going forward beyond the pandemic. In other words, virtual interviewing may have become a necessity during a temporary crisis, but it is not a temporary strategy that should fall to the wayside after the crisis is over. How we communicate in virtual interviews is essential and will continue to be going forward.

To conduct an effective virtual interview, simple steps can be taken to ensure a predictable and high-quality process. We will be clear on exactly how the interview process will go and what candidates should expect. We are savvy at navigating the technology and can help with technical challenges on the fly. Coaching panel members to continue to maintain a professional demeanor during virtual interviews, and eliminate smart phone or competing screen distractions, just as you would in person, can also help the process.



Koff & Associates
A Gallagher Company

K&A Recruiting Organizational Diversity Statement

This statement reaffirms our commitment to affirmative action efforts and providing equal employment opportunity to all employees and applicants for employment in accordance with equal opportunity and affirmative action laws.

We affirm our personal and official support of these policies which provide that K&A Recruiting is committed to the implementation of the affirmative action policies, programs, and procedures included in this plan to ensure that employment practices are free from discrimination. Employment practices include but are not limited to, the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. We will provide reasonable accommodation to applicants and employees with disabilities.



REFERENCES

We are proud of our past recruitment work with clients to successfully place candidates to meet their organization's needs.

Recruitment & Agency	Contact
Central Marin Sanitation Agency 2020: Operator in Training 2020: Mechanical Technician 2019: Associate Engineer 2019: Environmental Services Analyst 2019: Operator-In-Training 2018: Environmental Services Analyst 2018: Electrical & Instrumentation Technician 2018: Technical Services Manager 2018: Laboratory Analyst 2018: Electrical Instrumentation Technician 2017: Administrative Services Manager 2017: Health & Safety Manager 2017: Laboratory Director 2016: Assistant Engineer 2015: Administrative Services Manager	Mr. Jason Dow General Manager (415) 459-1455 ext. 145 jdow@centralmarinsa.org 1301 Andersen Drive San Rafael, CA 94901
Valley Water 2020: Administrative Services Manager 2020: Information Services Analyst II 2020: Information Services Manager 2021: Senior Systems Information Technician	Ms. Courtney Letts Senior Management Analyst CLetts@valleywater.org (408) 630-2981 5905 Winfield Blvd. San Jose, CA 95123-2428
Sacramento, City of 2020: Director of Public Safety Accountability 2020: Director of Community Development 2019: Public Works Director 2019: Director of Youth, Parks & Community Enrichment 2018: Director of Finance 2018: Diversity and Equity Manager 2018: Director of Human Resources	Ms. Sally Ly Interim Human Resource Manager (916) 808-8907 Sly@cityofsacramento.org 915 "I" Street Sacramento, CA 95814



PRICING PROPOSAL

Project

- Recruitment Services

Professional Fee and Expenses

- Not to exceed \$15,000 for each professional/technical recruitment, not including expenses noted below.
- Fee structure/hourly bill rate:
 - Recruitment Manager \$165
 - Recruiter \$155
 - Recruitment Coordinator \$75

Expenses

If expenses, such as advertising, brochure design, printing and shipping, associated consultant travel (although we expect to conduct all processes and efforts virtually), and background are incurred for each/any recruitment, a pass-through expense of not-to-exceed \$4,000 will be billed to the City.

Expenses will be billed in correlation to the steps described. Expenses do not include candidate travel.

Project Schedule

Following is a typical schedule for conducting recruitment efforts. Search efforts for hard-to-fill recruitments generally take three to four (3 to 4) months to complete depending on recruitment steps such as exam steps and interviews, allowing enough time for all phases of the process, and client schedules. Some positions will lend themselves to more expedited timelines. Project timelines for each recruitment will be developed in coordination with the City.

Weeks	2	4	6	8	10	12	14
Step 1							
Step 2							
Step 3							
Step 4							
Step 5							



Koff & Associates
A Gallagher Company

Placement Guarantee

K&A Recruiting is committed to recommending only the most qualified candidates who not only meet all the necessary requirements and qualifications but are also a cultural fit for the City. We proactively recruit for each search effort until a successful candidate is placed.

We therefore promise to present a slate of candidates to the City that includes only those individuals who have passed through all our screening processes and have been identified as potential ideal matches for the position requirements. Should the City disapprove of all final candidates and/or should none of the final candidates pass the final interview and reference check process, we will work to find a new slate of candidates at no added cost, with the possible exception of necessary advertising.

In addition, for executive and mid-management positions, we promise to conduct a one-time additional search to find a replacement should the incumbent leave the position or be terminated from employment within 12 months of hire due to performance issues. In either case, as described above, we will identify a replacement and only charge through related expenses as described in the Pricing Proposal.

Overall, K&A Recruiting's retention rate during the first 12 months of hire is very strong and has been at over 95% over the last 37 years.

SIGNATURE

We thank you for your consideration of our proposal. We are committed to providing high quality service and investing in a long-term partnership.

This proposal is valid for ninety (90) days.

Respectfully submitted,

By: KOFF & ASSOCIATES
State of California

Frank Rojas
Recruitment Manager

Date: July 12, 2021



CITY OF SEASIDE STAFF REPORT

Item No.: 8.N.

TO: City Council

FROM: Craig Malin, City Manager

BY: Sheri Damon, City Attorney

DATE: August 5, 2021

**SUBJECT: APPROVE EXECUTIVE AGREEMENT WITH ROBERTA
GREATHOUSE TO BECOME ACTING CITY MANAGER**

RECOMMENDATION

Approve an Executive Employment Agreement with Roberta Greathouse to become Acting City Manager. The agreement will take effect on September 4, 2021, the total monthly compensation will be \$20,247.00, and the total monthly savings to the City will be approximately \$14,700.00.

BACKGROUND

City Manager Craig Malin's last day of employment will be September 3, 2021. The City Council is designating Human Resources Director / Risk Manager Roberta Greathouse as the Acting City Manager until a new City Manager can be selected. Ms. Greathouse has accepted the additional responsibilities. Her monthly compensation will be \$333.00 less than that of City Manager Malin and will be as follows:

Salary: \$17,680.00
Additional Contribution to Deferred Compensation Plan: \$2,167.00
Auto Allowance: \$400.00
Total: \$20,247.00

FISCAL IMPACT

This agreement will save approximately \$14,700.00 per month.

ATTACHMENTS

1. Resolution Appointing Greathouse
 2. Greathouse acting CM draft
-

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
AUTHORIZING THE EXECUTIVE EMPLOYMENT AGREEMENT WITH ROBERTA
GREATHOUSE TO BECOME ACTING CITY MANAGER**

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside does as follows:

1. Appoints Human Resources Director / Risk Manager Roberta Greathouse as Acting City Manager effective September 4, 2021, and
2. Agrees and accepts the terms and conditions outlined in the attached Executive Employment Agreement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 5th day of August, 2021, by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

CONFIDENTIAL DRAFT

**CITY OF SEASIDE ACTING CITY MANAGER
EXECUTIVE EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, between ROBERTA GREATHOUSE (hereinafter "GREATHOUSE") and the City of Seaside, a municipal corporation of the State of California, and other related entities of the City of Seaside (hereinafter "CITY"), collectively hereinafter referred to as "PARTIES", and is based on the following facts:

- A. CITY requires the services of an Acting City Manager to conduct the day-to-day business of CITY until such time as a permanent City Manager is hired and in place.
- B. GREATHOUSE is willing to serve as Acting City Manager.
- C. Upon the conclusion of this acting assignment, GREATHOUSE shall return to her usual classification of Human Resources Director / Risk Manager.

NOW THEREFORE, it is hereby mutually agreed by and between the PARTIES as follows:

SECTION 1. TERM, UNDERSTANDING, AMENDMENT

- A. The term of this Agreement shall commence September 4, 2021, and, subject to the hourly limitations established by CalPERS, continue until such time as a permanent City Manager is hired and in place, unless terminated sooner in accordance with Section 4.
- B. The PARTIES may, upon mutual consent and agreement, amend the terms of this Agreement. No amendment shall be in effect unless it has been reduced to writing and approved by GREATHOUSE and the City Council.

SECTION 2: DUTIES

- A. CITY agrees to employ GREATHOUSE act as the City Manager of the CITY to perform the functions and duties specified in the ordinances and resolutions of CITY and to perform other legally permissible and proper duties and functions as the City Council may from time to time assign.
- B. GREATHOUSE shall perform all duties in accordance with the highest professional and ethical standards of the profession and shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders established by CITY.
- C. GREATHOUSE shall not engage in any activity which is or may become a conflict of interest prohibited contract, or which may create an incompatibility of office as defined under California law. Prior to performing any services under this Agreement and annually thereafter, the GREATHOUSE shall complete and file all disclosure forms required by law.

- D. GREATHOUSE shall not, without the City Council's prior written consent, render to others services of any kind for compensation or engage in any other activity that would materially interfere with her performance of her duties under this Agreement.
- E. GREATHOUSE agrees to diligently carry out the work to be done under this Agreement and understands that in the performance of this Agreement, GREATHOUSE'S availability and responsiveness are critical.
- F. GREATHOUSE represents that he has the professional skills necessary to perform, and that she will perform, the services in a skillful and professional manner. GREATHOUSE agrees that the services shall be performed in a manner consistent with practices usual and customary to the management of local government.

SECTION 3: COMPENSATION FOR SERVICES PERFORMED

In return for performing the duties and responsibilities outlined in this Agreement, CITY agrees to compensate GREATHOUSE as provided herein:

A. SALARY:

1. CITY shall pay a monthly wage of \$17,680 per month gross pay consistent with the adopted Salary Schedule for City Manager. Additionally, the City shall match GREATHOUSE'S contribution to the City's IRS 457 deferred compensation plan up to the annual maximum (currently \$26,000). This position is exempt under the Fair Labor and Standards Act (FLSA) and therefore GREATHOUSE will not be paid overtime compensation for any hours worked in excess of forty (40) hours per week. Payments for performance of services rendered will occur on a bi-weekly basis at the same time as regular employees of the City. Taxes and other legally required deductions will be deducted from GREATHOUSE'S compensation under this agreement.

2. It is recognized that GREATHOUSE must devote a great deal of time outside normal business hours to the business of CITY, and to that end GREATHOUSE will be allowed to take reasonable compensatory time off as she shall deem appropriate during normal business hours. However, it is the intent of the City Council that GREATHOUSE customarily maintains normal CITY business hours.

- B. VEHICLE ALLOWANCE: CITY shall pay an automobile allowance of \$400 per month for local transportation needs. GREATHOUSE is responsible for all fuel, maintenance and insurance in the use of her personal vehicle for local travel. Transportation needs beyond local travel will be reimbursed separately. As an alternative, CITY, as mutually agreed with GREATHOUSE, may provide a CITY vehicle for GREATHOUSE'S use in her capacity as Acting City Manager.

D. SUPPLEMENTAL BENEFITS:

1. GREATHOUSE will continue to receive all benefits that she currently receives as outlined in the Executive Managers' Compensation Plan all other actions taken by CITY relating to benefits for executive management employees shall be considered actions granting

the same benefits to GREATHOUSE. As used herein benefits include, but are not limited to, longevity pay, paid holidays, retirement benefits and payments, health insurance, vision insurance, dental insurance, life insurance, and severance pay.

SECTION 4: TERMINATION OF ACTING ROLE

- A. GREATHOUSE may terminate her role as Acting City Manager and return to her position as Human Resources Director / Risk Manager at any time upon providing CITY with at least thirty (30) days advance written notice.
- B. The City Council may at any time terminate GREATHOUSE's role as Acting City Manager and return her to her position as Human Resources Director / Risk Manager.
- C. Any deliberations and decision by CITY regarding the termination of GREATHOUSE'S Acting assignment shall be made in closed session in accordance with the Ralph M. Brown Act.

SECTION 5: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The City Council, by Resolution, shall fix any other terms and conditions of employment as it may determine from time to time relating to the performance of GREATHOUSE provided such terms and conditions are not inconsistent with provisions of this Agreement or law.

SECTION 6: INSURANCE

GREATHOUSE shall maintain minimum automobile insurance coverage of: (a) ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) per person, THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) per any one occurrence; and (b) property damage coverage in an amount not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) per occurrence.

SECTION 7: CONFLICT OF INTEREST

GREATHOUSE, by executing this Agreement, certifies that at the time GREATHOUSE signs this Agreement, and for the duration of same, GREATHOUSE does not and will not perform services for any other client which would create a conflict, whether monetary or otherwise, as between the interests of CITY hereunder, and the interests of such other client.

SECTION 8: ASSIGNMENT

The City Council is entering into this Agreement in consideration of the personal rendition of the services of GREATHOUSE, and GREATHOUSE shall not assign any of the duties, responsibilities, or obligations of this Agreement except with the express written consent of the City Council.

SECTION 9: MISCELLANEOUS PROVISIONS

- A. WAIVER: The acceptance of any services or the payment of any money by CITY shall not operate as a waiver of any provision hereof, or of any right to damages or indemnity stated herein. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.

- B. MODIFICATION: No waiver or modification of this Agreement is valid unless made in writing and signed by all parties.
- C. SEVERABILITY: In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable the remaining provisions shall not be affected.
- D. ENTIRE AGREEMENT: This Agreement sets forth the entire understanding between the parties.
- E. HEADINGS: Paragraph headings are used for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions.
- F. ATTORNEYS FEES AND VENUE: Should any party to this Agreement bring legal action against the other, (formal judicial proceeding, mediation or arbitration), the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case and such fee shall be included in the judgment, together with all costs.
- G. CHOICE OF LAW: This Agreement is governed by and to be construed in accordance with the laws of the State of California.
- H. CONFIDENTIALITY: GREATHOUSE agrees to maintain in confidence and not disclose to any person, firm, governmental entity, or corporation, without CITY'S prior written consent, any trade secret or confidential information. The covenants contained in this section shall survive the termination of this Agreement for whatever cause.
- I. ARMS LENGTH NEGOTIATIONS: This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law (including California Civil Code § 1654) or legal decision that would require interpretation of the ambiguities in this Agreement against the party that has drafted it is not applicable and is hereby waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purposes of the parties in this Agreement.
- J. INDEMNIFICATION & DUTY TO DEFEND: The City will defend subject to the provisions of California Government Code Sections 995.2 and 995.4 and CITY shall defend, hold harmless and indemnify GREATHOUSE against any tort, professional liability claim, demand or other legal action, whether groundless or otherwise, arising out of an alleged act of omission occurring in the performance of GREATHOUSE'S duties as City Manager except for civil, criminal or administrative actions solely and recklessly initiated by GREATHOUSE. CITY will pay the amount of any settlement or judgment rendered thereon.

SECTION 10: NOTICES

Any notice given under this Agreement shall be in writing and considered given when personally delivered or deposited in the mail (certified or registered) addressed to the parties as follow:

Mayor
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

ROBERTA GREATHOUSE
440 Harcourt Avenue
Seaside, CA 93955

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

CITY OF SEASIDE

By: _____
Ian N. Oglesby, Mayor

Roberta L. Greathouse

ATTEST:

Dominique Davis
City Clerk

APPROVED AS TO FORM:

Sheri Damon
City Attorney

**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Beth Rocha, Senior Planner and Lacey Raak, Seaside Environmental Commission Chairperson

DATE: August 5, 2021

SUBJECT: INTRODUCTION OF THE FOLLOWING THREE ORDINANCES TO MODIFY THE SEASIDE MUNICIPAL CODE TO ADDRESS PLASTIC POLLUTION AND WASTE REDUCTION IN THE CITY OF SEASIDE. (SECOND READING – ROLL CALL VOTE):

1. INTRODUCTION OF AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE, TITLE 8, CHAPTER 8.60 IN ITS ENTIRETY TO ESTABLISH UPDATED REGULATIONS LIMITING SINGLE USE PLASTICS IN THE CITY.
2. INTRODUCTION OF AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE, TITLE 8, CHAPTER 8.62 TO ESTABLISH UPDATED REGULATIONS FOR CONSISTENCY WITH THE ASSOCIATED AMENDMENTS OF 8.60.
3. INTRODUCTION OF AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE, TITLE 8, CHAPTER 8.28 TO ESTABLISH UPDATED REGULATIONS FOR CONTINUED COMPLIANCE WITH THE STATE WATER RESOURCES CONTROL BOARD'S TRASH PROVISIONS.

BACKGROUND

8.60 Environmentally Preferable Food Packaging

The First Wave: Polystyrene Food Packaging Bans

Seaside's current Environmentally Preferable Food Packaging Ordinance (SMC 8.60) was enacted 10 years ago and primarily regulated the prohibition of polystyrene food packaging in the City. At the time, all jurisdictional members of the Monterey Regional Waste Management District were requested to adopt an ordinance to eliminate the use of polystyrene food packaging. In addition to Seaside taking action, the cities of Monterey,

Pacific Grove, Carmel, and Del Rey Oaks also adopted ordinances banning polystyrene. Over time, both market changes and business purchasing decisions assisted in the transition away from polystyrene to more environmentally preferable food packaging.

The current food packaging landscape of Seaside covers the spectrum, from prohibited to preferred goods: polystyrene food packaging is still used and sold by some establishments while many use recyclable food service ware and a few businesses have already started the transition to compostable goods or have completely transitioned. Additionally, other consumer goods such as balloons, single-use paper bags, and single-use plastic containers of personal care products provided at lodging establishments comprise the products in Seaside.

The Second Wave: Monterey Peninsula Cities Require Compostable Ware

It was once thought that biodegradable products were more environmentally preferable than plastics; however, it has been discovered that they actually break down in the environment in a very similar manner to plastic goods and do not break down in marine environments. Biodegradable materials and plastics can disperse widely and pose a severe threat to wildlife, as well as humans who consume seafood.

Compostable food service ware (such as cups, plates, clamshell containers and cutlery) made from paper, sugarcane, corn bi-products and potato starch are available locally. When these products are sent to a commercial composting facility, they break down into humus, which is the dark, rich organic matter in soil.

Locally, Carmel city council voted unanimously to ban plastic straws and utensils for restaurants and food vendors on October 3, 2018.

The City of Monterey followed and unanimously amended its municipal code regarding disposable food service ware on November 20, 2018, that became effective on Earth Day (April 22, 2019). Lastly, the City of Pacific Grove unanimously passed similar prohibitions on single-use plastics and food packaging on November 6, 2019.

Various laws passed at the state level that aim to reduce single use plastics have prompted local cities to ban single-use plastics. A brief overview of the laws passed since 2018 to current are summarized here:

- AB 1884: Straws on Request
 - Straws may be offered on request only in dine-in restaurants (Does not apply to coffee shops, bars or fast food).
- SB 1263: Statewide Micro plastics Strategy
 - Directs the state's Ocean Protection Council to examine plastic pieces smaller than 5mm in the marine environment.
- SB 1335: Take-Out Food Packaging at State Facilities
 - Requires that all food containers provided at facilities in state-owned properties be recyclable or compostable.
- AB 1162: Small plastic bottles in lodging establishments
 - State ban on single-use plastic toiletry bottles limited to only shampoo, conditioner, and body wash.

- AB 619: Reusable containers and utensils in food service
 - Clarifies how restaurants may serve food and beverages in consumer-provided reusable containers.
 - Allows food-cart vendors at community events to serve food and beverages in reusable service ware.

8.28 Solid Waste

On April 7, 2015, the State Water Resources Control Board adopted Resolution 2015-0019 amending the Water Quality Control Plan For Ocean Waters of California to Control Trash and Part 1 of the Water Quality Control Plan for Inland Surface Waters, Enclosed Bays and Estuaries, collectively known as the Trash Provisions.

On June 16, 2016 the City Council adopted ordinance 1028, amending the city's solid waste ordinance in its entirety (Attachment 2).

The Trash Provisions require cities to prohibit the discharge of trash through the implementation of full capture treatment devices installed within drainage infrastructure (Track 1) or through a combination of structural and institutional controls that demonstrate full capture equivalency (Track 2).

On June 1, 2017, the State Water Resources Control Board issued an order pursuant to water code section 13383 requiring cities select either Track 1 or Track 2 method to comply with the Trash Provisions. On August 25, 2017, in a letter to the State Water Board, the City of Seaside selected Track 2 as the preferred method to meet the Trash Provisions (Attachment 3).

The proposed ordinance amendments will serve to fulfil some of the Track 2 requirements of the Trash Provisions and complement the proposed changes to 8.60 by further addressing the issue of plastic pollution at the source of distribution as well as the end of use to improve litter removal from parking lots and streets.

Chapter 8.62 Use of Single-Use Carryout Bags, Recycled Paper Bags, and Reusable Bags by Retail Establishments

Passed and adopted by the City Council on August 21, 2014, Ordinance No.1017 (Attachment 4) added Chapter 8.62 with the purposed of banning thin-film plastic single-use carryout bags. This chapter also prohibited the free distribution of paper bags or reusable bags by certain types of retails establishments in the City of Seaside in order to reduce litter and protect the natural resources of Seaside.

PROPOSED ORDINANCE 8.60

Priority Impact Plastic Pollution Prevention Policy (PIP4) means any plastic product posing a threat to a healthy functioning ecosystem, including wildlife, throughout the food web. It includes plastic that negatively affects the well-being of our community, through litter and human health impacts. The intent of the proposed ordinance is to eliminate the use of single-use plastic products in the City of Seaside through shared responsibility of the city, businesses and community members to protect the local and global environment.

If approved the code would require the following of the City:

- City-sponsored events would be prohibited from selling or distributing single use plastic water bottles.
- All City facilities (for example, Oldemeyer Center and City Hall) utilizing disposable food service ware shall use products that are currently accepted for composting or recycling by the designated waste hauler and the Monterey Regional Waste Management District.

TIMELINE OF POLICY DEVELOPMENT AND INPUT

- March 2018: Plastics incorporated into the Environmental commission's Work Plan
- November 2018: subcommittee forms to work on new code
- April 2019: California State University Monterey Bay (CSUMB) Capstone Project - 22 restaurants surveyed
- June 2019- Stakeholder meeting 40 in person deliveries and 54 mailed letters.
- July - September 2019: Technical and internal reviews of proposed code
- November 2019 - 198 letters mailed
- February 2020: Council Study Session - revisions to policy made
- March COVID: 8 month break
- October 2020: Developed outreach posters for no to-go ware unless requested
- January 2021: Town Hall with Mayor Pro Tem Dave Pacheco
- February 2021: Stakeholder outreach to Monterey Peninsula Chamber of Commerce

OVERVIEW OF OUTCOMES FROM OUTREACH

In April of 2019, CSUMB capstone students conducted outreach to the restaurant community regarding the proposed ordinance. Approximately seven CSUMB students surveyed food service establishments. The survey results showed that: the majority of businesses surveyed said they would be supportive of a city ordinance requiring compostable products; suppliers were mostly local, including Smart & Final, Costco, and Monterey Packaging; and the main concerns with the proposed regulations would be the cost increase and product quality.

In June of 2019, 54 invitations were both mailed and over 30 hand-delivered to restaurants regarding two stakeholder meetings. The goal of the stakeholder meetings was to introduce the draft ordinance to one of the most impacted groups: Seaside restaurant stakeholders. Invitees were food service providers, owners and managers. Presentations were given by members of the Seaside Environmental Commission, a local restaurant owner who made the switch to all compostable goods, Monterey Bay Area Green Business Program, and the Director of Operations from Monterey Regional Waste Management District. Attendees learned about the proposed code amendments, that aim to eliminate single-use plastics from retail, food and service establishments. They also received a first-hand account from the owner of La Tortuga, who has already made the switch to compostable materials. Jeff Lindenthall and Tim Brownell provided updates on the current state of waste management in Seaside and the state-of-the-art composting facilities at Monterey Regional Waste Management District. Lastly, invitees learned how to apply for

financial incentives through the Green Business Program that can provide up to \$500 to assist in business improvements.

In summary, the Environmental Commission discussed the proposed ordinance, conducted outreach, and discussed the proposed changes at 13 monthly commission public hearings over a period of 17 months. Additionally, 198 businesses were mailed letters about the proposed changes and targeted communications were sent to all 54 restaurants in the city (Attachment 5: Outreach Packet)¹.

Two restaurant-specific stakeholder meetings were held at Seaside Creates and two different surveys were completed by approximately 22 businesses.

The survey results found:

- Almost all the business would support an updated code and indicated that community betterment would be the biggest motivator.
- Most single-use plastic are being used is for take-out orders.
- Most restaurants are open to letting their customers use their own containers for to-go orders or are already doing so.
- A fee is something businesses would consider but would like it not to be part of the code.
- Many of the businesses are getting their products from Smart and Final and/or Costco.
- Cost is the biggest challenge businesses think they would face in order to make the product switch.
- Another challenge that they face but some may not have specifically defined is lack of understanding on “what goes where” and how to obtain compostable or recyclable bins in their businesses.
- Some have specified that the biggest support that they can get is a person to contact for questions and collection support.

TRANSITION PERIOD AND OUTREACH

If approved, outreach will continue to local businesses through up to \$30k budgeted by the City Council (Attachment 7). Given the scope of the ordinance and the overall desire to work with businesses, supporting them through the transition process. We would seek support of a contracted outreach team. In addition to their strategic, one-to-one outreach they would provide the following actions would be taken once the amendments take effect:

- Letters will be sent to all businesses subject to the new regulations, including a compliant food packaging supplier list and information about Assembly Bill 619 (see Attachment 6I); and
- The City will provide businesses with informational flyers intended to assist the transition, inform customers and to encourage use of reusable products; and
- The City will work with partners (GreenWaste, Surfrider Foundation, Monterey Green Business Program, etc.) to support businesses on a 1:1 basis; and
- The new code would be placed online:
<https://www.ci.seaside.ca.us/644/Environmental-Committee>; and
- The following email will remain active to correspond with the community:

¹ Restaurant businesses: 28/54 are Seaside-owned

environmental@ci.seaside.ca.us; and

- Certain city forms would be updated to inform applicants of the new code.

TECHNICAL REVIEWS

In July 2019, the following organizations provided technical review of the draft ordinance for Chapter 8.60: Monterey Regional Waste Management District, Monterey Bay Aquarium, Center for Independent Living, and GreenWaste.

ATTACHMENTS

1. Draft Ordinance
 2. Exhibit A to Attachment 1
 3. Exhibit B to Attachment 1
 4. Exhibit C to Attachment 1
 5. Ordinance 1028
 6. Memo Track 2
 7. Ordinance 1017
 8. Outreach Packet
 9. Outreach Post Approval
 10. Budget
-

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

REPEALING AND REPLACING CHAPTER 8.60 IN ITS ENTIRETY TO ESTABLISH UPDATED REGULATIONS LIMITING SINGLE USE PLASTICS IN THE CITY, TEXT AMENDMENTS TO CHAPTERS 8.28 AND 8.62 IN ORDER TO CREATE CONSISTENCY BETWEEN STATED CHAPTERS REGARDING LITTER REDUCTION AND PROTECTING THE NATURAL RESOURCES OF SEASIDE AND MONTEREY BAY

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 Exhibit A, an entire amendment of Seaside Municipal Code Chapter 8.60; and Exhibit B, text amendments to SMC 8.28; and Exhibit C, text amendments to SMC 8.62 (proposed text identified with an underline (Underline) and proposed text to be deleted identified with a strikethrough (~~Strikethrough~~)).

- A. Exhibit A: Repeal and amend 8.60: *Environmentally Preferable Food Packaging* in its entirety with 8.60: *Priority Impact Plastic Pollution Prevention*; and
- B. Exhibit B: Amend 8.28 *Solid Waste* to update definitions to fulfil some of the Track 2 requirements of the State Water Resources Control Board Trash Provisions; and
- C. Exhibit C: Amend 8.62 *Use of Single-Use Carryout Bags, Recycled Paper Bags, and Reusable Bags by Retail Establishments* to update definitions and complement the proposed amendments to 8.60.

WHEREAS, the City Council finds that the proposed Ordinances will not have adverse consequences related to public health, safety, convenience, or welfare of the City; and

WHEREAS, the proposed Ordinances are consistent with the General Plan; and

WHEREAS, single-use food and beverage packaging constitutes a significant and growing portion of waste generated in the City of Seaside; and

WHEREAS, food service ware made from materials that are not compostable, returnable or feasibly recyclable accumulates in our landfills and in the natural environment; and

WHEREAS, single-use plastic products are of special concern to the environment. Non-compostable plastic materials are typically manufactured from the byproducts of

petroleum, a non-renewable resource. These products are highly durable, persist in the environment as litter and are consumed by wildlife, causing injury, illness and mortality, as well as becoming embedded in the food chain up to human consumption of microplastics; and

WHEREAS, the petrochemical industry, and the waste that it creates, disproportionately harms Black, Latinx, Indigenous and other communities of color and low-income communities at every stage of plastic supply chain — from fossil fuel extraction and processing to plastic production, use in consumer products, and disposal including incineration and leakage into the environment — by polluting our air, water, food and soil; and

WHEREAS, the single-use products used in our community are part of a global materials system and responsible disposal of products is impacted by market demands. This is especially true of plastic products; and

WHEREAS, compostable food service ware is available locally and affordably. When diverted into Monterey Regional Waste Management District's organics waste stream, these materials are converted into compost; and

WHEREAS, a 2019 study concluded that the Monterey Bay marine ecosystem is a part of a network of marine protected areas that has microplastic concentrations which match and exceed those found in other marine regions; and

WHEREAS, scientific evidence show that plastic breaks into smaller pieces, creating microplastics which accumulate in food chains to negatively impact the health of marine animals and all consumers of them, including humans; and

WHEREAS, multiple studies have concluded that reducing plastic litter inputs by source-reduction and waste management is one of the most valuable solutions to restore the oceans; and

WHEREAS, reducing and eliminating the most damaging plastic materials within the City of Seaside will help protect the local environment, including the Monterey Bay National Marine Sanctuary, from contamination and degradation, helping to steward our community's treasured natural resources and protect the assets critical to a thriving local tourist economy; and

WHEREAS, studies correlate high levels of litter found in a community with decreased levels of civic pride, public engagement, and trust in local governance; and

WHEREAS, the City desires to update its policies to reduce waste, protect the environment and comply with state regulations aimed at diverting more waste from landfills and reducing land-based trash entering waterways; and

WHEREAS, a shift to re-usable and compostable food service ware has the potential to contribute to a number of positive local impacts, including more economical and environmentally sound waste management; and

WHEREAS, plastic pollution comes from a variety of sources in our community. In changing the name of the ordinance from "Environmentally Preferable Food Packaging" to "Priority Impact Plastic Pollution Prevention" the City better reflects the responsibility for all types of businesses to respond to the community needs.

WHEREAS, on April 7, 2015 the State Water Resources Control Board adopted Resolution 2015-0019 amending the Water Quality Control Plan For Ocean Waters of California to Control Trash and Part 1 of the Water Quality Control Plan for Inland Surface Waters, Enclosed Bays and Estuaries, collectively known as the Trash Provisions; and

WHEREAS, the Trash Provisions require cities to prohibit the discharge of trash through the implementation of full capture treatment devices installed within drainage infrastructure (track 1) or through a combination of structural and institutional controls that demonstrate full capture equivalency (track 2); and

WHEREAS, on June 1, 2017, the State Water Resources Control Board issued an order pursuant to water code section 13383 requiring cities select either track 1 or track 2 method to comply with the Trash Provisions; and

WHEREAS, on August 25, 2017, in a letter to the State Water Board, the City of Seaside selected track 2 as the preferred method to meet the Trash Provisions; and

WHEREAS, the City recognizes the need to address the issue of plastic pollution at the source of distribution as well as the end of use to improve litter removal from parking lots and streets; and

WHEREAS, pursuant to the California Constitution, the City is authorized to enact ordinances to protect the public health, safety and welfare. Pursuant to Public Resources Code Section 40059, aspects of Discarded Materials handling of local concern include, but are not limited to, the frequency of collection, means of collection and transportation, level of service, charges and fees, and whether Discarded Materials services are to be provided by means of non-exclusive, partially exclusive, or whole exclusive franchise, contract, license or permit, and the terms and conditions of such franchise, license, or permit; and

WHEREAS, the City recognizes the need to address the issue of plastic pollution at the source of distribution as well as the end of use to improve litter removal from parking lots and streets.

SECTION 2. CEQA. The proposed actions are not a project as defined by the California Environmental Quality Act (CEQA) per section 15378. In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities that have the potential for causing a significant effect on the environment. Additionally, CEQA Guidelines section 15307 provides an exemption for actions that assure the maintenance, restoration or enhancement of a natural resource. A regulated reduction in single-use source plastics has a corollary reduction in microplastics and solid waste management, which restores or enhances the Monterey Bay. In this case, the activity either has a beneficial (non-significant) effect on the environment and is exempt from CEQA or is categorically exempt from CEQA.

SECTION 3. In accordance with Section 17.74.050 of the Seaside Municipal Code, it is the responsibility of the City Council to consider and weigh the merits of proposed text amendments to the Seaside Municipal Code and the public input received on the proposed text amendments in relation to the policies, standards and intent of the Seaside General Plan and Seaside Municipal Code.

SECTION 4. If any word, phrase, sentence, part, section, subsection, or other portion of this Chapter, or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the prescribed application thereof, shall be severable, and the remaining provisions of this Chapter, and all applications thereof, not having been declared void, unconstitutional or invalid, shall remain in full force and effect. The City Council hereby declares that it would have passed this title, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases had been declared invalid or unconstitutional.”

SECTION 5. At a duly noticed Public Hearing and Special Meeting held on July 29, 2021, the City Council considered both oral comments and written information concerning the proposed repeal and replacement and text amendments.

SECTION 6. At a duly noticed Public Hearing and Special Meeting on July 29, 2021, the City Council adopts the first reading of this ordinance.

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days after its final passage and adoption at a duly noticed public hearing for the second reading of the proposed text amendments.

Introduced at a duly noticed Special Meeting on 29th day of July 2021, and passed to print.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF SEASIDE this
____ day of _____, 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

EXHIBIT A

8.60: PRIORITY IMPACT PLASTIC POLLUTION PREVENTION.

Sections:

- 8.60.010 Findings and declaration of intent.**
- 8.60.012 Definitions.**
- 8.60.014 Customer choice for single-use accessories**
- 8.60.016 Ban on single-use plastic products and priority-impact plastic pollution.**
- 8.60.018 Compostable Ware Requirements.**
- 8.60.020 Compliance support and enforcement.**

8.60.010. Findings and declaration of intent.

The city finds and declares that:

- A. Single-use food and beverage packaging constitutes a significant and growing portion of waste generated in the City of Seaside.
- B. Food service ware made from materials that are not compostable, returnable or feasibly recyclable accumulates in our landfills and in the natural environment.
- C. Single-use plastic products are of special concern to the environment. Non-compostable plastic materials are typically manufactured from the byproducts of petroleum, a non-renewable resource. These products are highly durable, persist in the environment as litter and are consumed by wildlife, causing injury, illness and mortality, as well as becoming embedded in the food chain up to human consumption of microplastics.
- D. The single-use products used in our community are part of a global materials system and responsible disposal of products is impacted by market demands. This is especially true of plastic products.
- E. Compostable food service ware is available locally and affordably. When diverted into Monterey Regional Waste Management District's organics waste stream, these materials are converted into compost.
- F. Reducing and eliminating the most damaging plastic materials within the City of Seaside will help protect the local environment, including the Monterey Bay National Marine Sanctuary, from contamination and degradation, helping to steward our community's treasured natural

resources and protect the assets critical to a thriving local tourist economy.

- G. The City desires to update its policies to reduce waste, protect the environment and comply with state regulations aimed at diverting more waste from landfills and reducing land-based trash entering waterways.
- H. A shift to re-usable and compostable food service ware has the potential to contribute to a number of positive local impacts, including more economical and environmentally sound waste management.
- I. Plastic pollution comes from a variety of sources in our community. In changing the name of the ordinance from "Environmentally Preferable Food Packaging" to "Priority Impact Plastic Pollution Prevention" the City better reflects the responsibility for all types of businesses and consumers to respond to the community needs.

8.60.012. Definitions.

Unless otherwise expressly stated, whenever used in this chapter the following terms shall have the meanings set forth below:

"ASTM Standard" means meeting the standards of the American Society for Testing and Materials (ASTM) International Standards D6400, as that standard may be amended.

"BPI" means Biodegradable Product Institute.

"Care provider" means any entity that provides care to people or animals; this includes dentist offices, medical care providers, veterinary care providers and day care facilities, including child and elder care. Exceptions include hospitals, pharmacies, nursing homes, homeless shelters, residential retirement communities and jails.

"City" means the City of Seaside.

"City Sponsored" means events that are directly managed and operated by the City of Seaside, co-sponsored events, any event requiring a city issued permit or receiving a fee waiver.

"City contractor" means any person or entity that has a contract with the city for work or improvement to be performed, for a franchise, concession, for grant monies, goods and services, or supplies to be donated or to be purchased at the expense of the city.

"Compostable" or "Certified Compostable" means a material that meets the the standard designated as acceptable by the franchised waste hauler and undergoes degradation by biological processes during composting to yield carbon dioxide (CO₂), water, inorganic compounds, and biomass within a nominal time frame. Compostable disposable food service ware must be clearly labeled compostable in accordance with the California Public Resources Code Section 42357 et seq. and all State and Federal labeling laws pertaining to the identification of compostable products, as those standards may be amended.

"Disposable food service ware" means single-use plastic disposable products used by a restaurant, vendor, food cart, merchant, food truck, or home kitchen, and food service industry for serving or transporting prepared ready-to-consume food or beverages for sale. This includes but is not limited to plastic plates, straws, cups, lids, utensils, bowls, stirrers, beverage plugs, trays, and hinged or lidded containers.

"Food provider" is any entity or city contractor doing business in the City of Seaside whose principal business is the sale of prepared food or beverage for public consumption either on or off premises, which includes any fixed or mobile restaurant, food truck or food cart, drive-in, coffee shop, public food market, produce stand, special event vendor, grocery stores that sell or distribute prepared foods on-site or to-go, and other places where food or drink is prepared for sale or for service on the premises or elsewhere.

"Plastic" is a synthetic or semi-synthetic material derived from polymers, that can be molded into shape while soft and then set into a rigid or slightly elastic form. Plastic can be made from petroleum inputs or plant-based inputs.

"Plastic bag" means a film plastic bag of any size that is provided at point of sale or service to customers by a retail establishment, service establishment or care provider. Plastic bags include single-use plastic bags provided for the purchase of produce, deli goods and bulk goods.

"Polystyrene" means a thermoplastic petrochemical material utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead polystyrene), injection molding, form molding, and extrusion-blow molding (extruded foam polystyrene). This includes but is not limited to general-purpose polystyrene, polystyrene foam plate, bleached paperboard plate with low density polyethylene coating and bleached paperboard plate with polystyrene coating.

"Polystyrene foam" means and includes expanded polystyrene that is a thermoplastic petrochemical material utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead polystyrene), injection molding, form molding, and extrusion-blow molding (extruded foam polystyrene).

"Polystyrene foam, single or limited use" means any plate, cup, bowl, tray or similar item intended for single use and coolers, packaging and small fishing equipment that is used for a limited duration and/or which has the potential to break-into smaller pieces after use.

"Prepared food" means food or beverage prepared for consumption on the food provider's premise or elsewhere using any cooking or food preparation technique. This does not include any raw uncooked meat, poultry, fish or eggs unless provided for consumption without further food preparation.

"Priority Impact Plastic Pollution" means any plastic product referenced in this code section posing a threat to a healthy, functioning ecosystem, including all animal life throughout the food web. It also includes plastic that negatively impacts the well-being of our community, through litter and human health impacts.

"Recycled paper bag" is defined as a bag that contains no old-growth fiber and is made up of 75% percent post-consumer recycled materials, and clearly indicates to the user the bag is certified compostable or recyclable.

"Retail establishment" or "retail store" means all sales outlets, stores, shops, vehicles, dispensaries, non-profits, resale businesses or other places of business located within the City of Seaside that operate primarily to sell or convey goods directly to the consumer.

"Reusable" means designed or intended for long-term reuse, in contrast to disposable.

"Reusable bag" means any bag that is specifically designed and manufactured for multiple reuse, and is either: (1) made of cloth or other washable woven fabric; or (2) made of durable material that is at least 2.25 mils thick that can be cleaned or disinfected at least 125 times. A reusable bag may be made of recyclable plastic such as high density polyethylene (HDPE), low density polyethylene (LDPE).

"Service establishment" means any entity that provides a service including but not limited to vehicle service and maintenance, pet grooming / boarding service and dry cleaning.

"Single-use bag" is defined as a bag, other than a reusable bag, recycled paper bag, or compostable bag, provided at the check stand, cash register, point of sale, or other point of departure for the purpose of transporting food or merchandise out of the establishment. Single-use bags include bags, a maximum size of 11 inches by 17 inches, provided to the customer to (1) transport produce, bulk food or meat from a product, bulk food or meat department within a store to the point of sale; (2) hold prescription medication dispensed from a pharmacy; or (3) segregate food or merchandise that could damage or contaminate other food or merchandise when placed together in a bag.

"Single-use plastic" means single-use plastic bags, cartons, boxes, or containers that are provided at the point of sale to customers and are not certified compostable. These typically include plates, cutlery, cups, lids, straws, "clamshells" and other containers. This further includes non-compostable plastic-lined cups.

"Straw" means a tube through which beverages, slurries, smoothies, and similar products may be ingested by the consumer.

8.60.014 Customer choice for single-use accessories

- A. No retail establishment, service establishment or care provider shall provide single-use accessories — including condiment packages, utensils and napkins — unless requested (or affirmed) by the customer.

8.60.016 Ban on single-use plastic products and priority-impact plastic pollution.

- A. No retail establishment, service establishment or care provider shall provide non-compostable single-use plastic bags, cartons, boxes, or containers at the point of sale to customers. This includes food service ware such as plates, cutlery, cups, lids, straws and "clamshell" take-out packages. This further includes hot beverage cups lined with non-compostable plastic.
- B. Exemptions: medical devices, medical products, prescription drugs, and the packaging used for these products, which require approval from the United States Food and Drug Administration, licensed manufacturing facilities, and goods prepared and packaged off-site.
- C. When condiments are part of table service (as defined under *Restaurant, Cafe, Coffee Shop* in SMC 17.98), they must be provided to customers in containers over ten (10) ounces, or in reusable packaging.

- D. Single-use paper bags provided to customers shall contain a minimum of 75% percent post-consumer recycled fiber and must be recyclable or compostable.
- E. Vendors, contractors, special events promoters, and sub-vendors, while performing under contract or permit with the City are prohibited from providing single-use plastic or polystyrene products to customers at the point of sale or point of distribution.
- F. No business or nonprofit organization shall use balloons for the promotion of business activities or special events. This includes but is not limited to: restaurants, car dealerships, community events organized by or on behalf of the City or other entity.
- G. Balloons shall be prohibited in and on all public parks or public land, whether that use is public or private, required to be permitted or is an allowed unpermitted use.
- H. Any business selling balloons shall display and/or provide City-compliant, standardized information to customers purchasing balloons on the environmental impacts of balloons and the prohibition on balloons in Seaside's public parks and public lands.
- I. The sale of single-use or limited-use polystyrene foam products is prohibited within the City. The use of single-use or limited-use polystyrene foam products is prohibited in all public spaces, including beaches and parks. Single-use or limited-use polystyrene foam products includes any plate, cup, bowl, tray or similar item intended for disposal after a single use, as well as coolers, packaging and fishing equipment that is used for a limited duration and/or has the potential to break into smaller pieces after short periods of use.
- J. City-sponsored events shall prohibit the sale or distribution of plastic water bottles.
- K. Events held at City-operated facilities that have Water Filling Stations, for which a permit or fee waiver has been issued, are prohibited from using single-use plastic cups and bottled water.

8.60.018 Compostable Ware Requirements.

- A. All food providers within the city utilizing disposable food service ware shall use certified compostable products, or recyclable non-plastic products. This includes but is not limited to plates, napkins, straws, cups, bottles, lids, utensils, bowls, stirrers, beverage plugs, trays and hinged or lidded containers. Non-plastic single-use products shall be allowed only if they are currently accepted for composting or recycling by the designated waste hauler and the Monterey Regional Waste Management District.
- B. Business establishments providing compostable or non-plastic recyclable materials shall provide separate compost and recycling collection bins to customers and ensure proper collection by the designated waste hauler.
- C. Bags used to protect items such as meat, produce, wet items from on-site deli counters or on-site preparation and storage, or for any carry- out protection, should be made of compliant compostable materials or be a reusable item provided by the customer.
- D. Where possible, priority consideration should be given for reuse over single-use compostable or recyclable products. In accordance with State Health Code, businesses may accept customers' reusable containers brought in for take-out or to-go, following procedures to isolate the container from the food-preparation area and sanitize the surface with which it came into contact.
- E. All City facilities utilizing disposable food service ware shall use products that are certified compostable.
- F. City contractors and special events promoters utilizing disposable food service ware shall use certified compostable products or recyclable non-plastic products while performing under a city contract or permit.
- G. All plastic straws, including PLA/bioplastic are prohibited. Exceptions shall be made to the consumer self-identifying as needing a PLA/bioplastic or plastic straw, whereupon it should be provided to the consumer upon request.

8.60.020 Compliance support and enforcement.

- A. This ordinance shall be enforced beginning on March 1, 2022. During the transition period, businesses may use any remaining non-compliant material.

- B. Ongoing positive encouragement and support for the business community will include informational resources for transition to compliant materials through voluntary informational sessions with a member of city staff or Environmental Commission, or designate, who will provide support and education.
- C. Businesses shall acknowledge awareness of this ordinance and may request assistance with compliance at time of business license renewal.
- D. The City attorney may seek legal, injunctive, or any other relief to enforce the provisions of this chapter.
- E. The remedies and penalties provided in this chapter are cumulative and not exclusive of one another.
- F. The City may inspect any care provider, City contractor, commercial and residential lodging provider, food provider, retail establishment or service establishment subject to this code to verify compliance.
- G. Violation of this chapter will be considered a public nuisance. In addition to any other remedies or penalties that may be available, any violation described in the preceding paragraphs shall be subject to abatement by the City, as well as any other remedies that may be permitted by law for public nuisances, and may be enforced by an injunction issued by the superior court in a civil action, based upon a showing by the City that said violation exists.

EXHIBIT B

8.28 SOLID WASTE

8.28.010 Declaration of purpose.

In enacting this chapter, the city council finds as follows:

A. The purpose of this chapter is to regulate discarded materials handling in order to protect the public health, safety, and welfare and to meet the city's obligations under applicable law. (Ord. [1028](#), 2016)

B. The City recognizes the need to address the issue of plastic pollution at the source of distribution as well as the end of use to improve litter removal from parking lots and streets.

C. Pursuant to the California Constitution, the city is authorized to enact ordinances to protect the public health, safety, and welfare. Pursuant to Public Resources Code Section 40059, aspects of discarded materials handling of local concern include, but are not limited to, the frequency of collection, means of collection and transportation, level of service, charges and fees, and whether discarded materials services are to be provided by means of nonexclusive, partially exclusive, or wholly exclusive franchise, contract, license or permit, and the terms and conditions of such franchise, license, or permit. (Ord. 1028, 2016)

8.28.030. Definitions

"Organic materials" means those materials approved by the city for collection in its organic materials collection program. Organic materials include yard trimmings, and food scraps **and BPI, ASTM or Cedar Grove certified compostable materials.** No discarded material shall be considered organic materials, however, unless such material is separated from solid waste and recyclable materials.

"Recyclable materials" means those materials approved by the city **and the franchised hauler** for collection in its recyclables collection program. No

discarded material shall be considered recyclable materials, however, unless such material is separated from solid waste and organic materials.

8.28.070 Responsible collection of ~~Placing~~ litter on street, sidewalk, alley, or public place.

It shall be unlawful for any person to throw, place, scatter, or deposit, or cause to be thrown, placed, scattered, or deposited, upon any street, sidewalk, alley, public right-of-way or public place in the city, any litter, except that a property owner, occupant, tenant, customer, or their employee may place properly containerized or packaged materials at the curbside, parkway, or alley on regularly scheduled days provided by the city-authorized service provider for removal of the same. Any litter or other discarded materials located in the public right-of-way immediately adjacent to a premises shall be deemed to have originated from that premises unless the owner thereof can prove, to the reasonable satisfaction of the city, that such materials did not originate from their property. **Litter or debris in parking lots or in the front of businesses (including sidewalk and curb or gutter) shall be the responsibility of the property/business owner to collect and properly dispose of at the end of each business day, at minimum. If a parking lot is shared by multiple businesses or residents, it is the responsibility of the property owner to collect litter or to assign responsibility to the leaseholder(s).** Any litter or other discarded materials containing names, addresses, or other identifying information shall be deemed to have originated with the person or location identified therein. (Ord. 1028, 2016)

EXHIBIT C

Chapter 8.62 USE OF SINGLE-USE CARRYOUT BAGS, RECYCLED PAPER BAGS, AND REUSABLE BAGS BY RETAIL ESTABLISHMENTS

Sections:

8.62.010 Purpose and findings.

8.62.020 Applicability.

8.62.030 Definitions.

8.62.040 Regulations.

8.62.050 Recordkeeping and inspection.

8.62.060 Enforcement.

8.62.010 Purpose and findings.

A. The purpose of this chapter is to ~~ban thin-film plastic single-use carryout bags~~ and prohibit the free distribution of paper bags or reusable bags by certain types of retail establishments in the city of Seaside in order to reduce litter and protect the natural resources of Seaside.

B. Pursuant to Article XI, Section 7 of the California Constitution, the city of Seaside may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety and welfare of its citizens.

C. The use of single-use carryout bags by consumers at retail establishments is detrimental to the environment, public health and welfare.

D. The manufacture and distribution of single-use carryout bags requires utilization of natural resources and results in the generation of greenhouse gas emissions.

E. Single-use carryout bags contribute to environmental problems, including litter in storm drains, creeks, the Monterey Bay, and the ocean.

F. Single-use carryout bags provided by retail establishments impose unseen costs on consumers, local governments, the state and taxpayers and constitute a public nuisance.

G. Prohibiting retail establishments from using plastic single-use carryout bags and requiring a fee for paper bags reduces litter and benefits the environment by encouraging customers to use reusable bags.

H. This city council does, accordingly, find and declare that it should restrict single-use carryout bags and require a fee for recycled paper bags and reusable bags. (Ord. 1017 § 1, 2014)

8.62.020 Applicability. SHARE

This chapter applies in the city of Seaside city limits. (Ord. 1017 § 1, 2014)

8.62.030 Definitions. SHARE

Unless otherwise expressly stated, whenever used in this chapter, the following terms shall have the meanings set forth below:

“City” means the city of Seaside.

“~~Code e~~Enforcement officer” means the ~~deputy city manager-resource services management or his/her designee.~~ **shall mean any city employee or agent of the city with the authority to enforce any provision of this code, including, but not limited to, building official, building inspector, code enforcement officer, fire chief, fire inspector, fire marshal, zoning administrator, city engineer, or police officer.**

“Customer” means any person obtaining goods from a retail establishment.

“Effective date” means the effective date of the ordinance enacting this chapter.

“Food provider” is any entity or city contractor doing business in the City of Seaside whose principal business is the sale of prepared food or beverage for public consumption either on or off premises, which includes any fixed or mobile restaurant, food truck or food cart, drive-in, coffee shop, public food market, produce stand, special event vendor, grocery stores that sell or distribute prepared foods on-site or to-go, and other places where food or drink is prepared for sale or for service on the premises or elsewhere.

~~"Garment bag" means a travel bag made of pliable, durable material with or without a handle, designed to hang straight or fold double and used to carry suits, dresses, coats, or the like without crushing or wrinkling the same.~~

~~"Itinerant vendor" is defined as a takeout food establishment that receives ninety percent or more of its revenue from the sale of prepared food, which is prepared within a mobile vehicle and/or mobile cart, to be eaten off its premises.~~

~~"Mils" is the thickness of a material measured in increments of one-thousandth of an inch.~~

~~"Nonprofit charitable reuser" is defined as a charitable organization which is tax-exempt under Section 501(c)(3) of the Internal Revenue Code, or a distinct operating unit or division of the charitable organization, that reuses and recycles donated goods or materials and receives more than fifty percent of its revenues from the handling and sale of those donated goods or materials. Nonprofit charitable reusers are not considered retail establishments for the purpose of this chapter.~~

~~"Person" means any individual, sole proprietorship, firm, association, organization, partnership (whether limited or general), corporation, limited liability corporation, political subdivision, government agency, municipality, industry, public or private corporation, trust, joint venture, regulatory authority, or any other entity.~~

~~"Prepared food" means foods or beverages which are prepared on the premises by cooking, chopping, slicing, mixing, freezing, or squeezing, and which require no further preparation to be consumed. "Prepared food" does not include any raw, uncooked meat product or fruits or vegetables which are chopped, squeezed, or mixed.~~

"Prepared food" means food or beverage prepared for consumption on the food provider's premise or elsewhere using any cooking or food preparation technique. This does not include any raw uncooked meat, poultry, fish or eggs unless provided for consumption without further food preparation.

"Public eating establishment" is defined as a restaurant, takeout food establishment, or any other business that receives ninety percent or more of its revenue from the sale of prepared food, which is prepared on the premises and/or within a mobile vehicle, to be eaten on or off its premises. The term "public eating establishments" would also apply to an itinerant food vendor operating in compliance with a valid business license at both a permanent location approved under a use permit, at a mobile location within the city of Seaside, or at a special event. Public eating establishments are not considered retail establishments for the purpose of this chapter.

~~"Recycled paper bag" is defined as a bag that contains no old growth fiber and a minimum of forty percent post-consumer recycled content, is one hundred percent recyclable, and has printed in a highly visible manner on the outside of the bag the words "reusable" and "recyclable," the name and location of the manufacturer, and the percentage of post-consumer recycled content.~~

"Recycled paper bag" is defined as a bag that contains no old-growth fiber and is made up of 75% percent post-consumer recycled materials, and clearly indicates to the user the bag is certified compostable or recyclable.

~~"Retail establishment" means any commercial establishment that sells perishable or nonperishable goods including, but not limited to, clothing, food, and personal items directly to the customer and that is located within or doing business within the city of Seaside. The term "retail establishment" includes farmers' markets and special events. The term "retail establishment" does not include public eating establishments, nonprofit charitable reusers, and wholesale agricultural produce packing and shipping businesses.~~

"Retail establishment" or "retail store" means all sales outlets, stores, shops, vehicles, dispensaries, non-profits, resale businesses or other places of business located within the City of Seaside that operate primarily to sell or convey goods directly to the consumer.

"Reusable bag" is defined as a bag with handles that is specifically designed and manufactured to be reused at least one hundred twenty-five times and that is either (1) made of cloth or other washable fabric, or (2) made of durable,

recyclable material that is at least four mils thick that can be cleaned or disinfected at least one hundred twenty-five times. A "reusable bag" may be made of recyclable plastic such as high density polyethylene (HDPE), low density polyethylene (LDPE), or polypropylene.

~~"Single-use carryout bag" is defined as a bag, other than a reusable bag or recycled paper bag, provided at the check stand, cash register, point of sale, or other point of departure for the purpose of transporting food or merchandise out of the retail establishment. Single-use carryout bags do not include bags, a maximum of eleven inches by seventeen inches, without handles provided to the customer for the following purposes: (1) to transport produce, bulk food or meat from a product, bulk food or meat department within a store to the point of sale; (2) to transport produce or other bulk food items to the point of sale at a farmers' market or special event; (3) to hold prescription medication dispensed from a pharmacy; (4) to segregate food or merchandise that could damage or contaminate other food or merchandise when placed together in a bag; or (5) a garment bag regardless of size.~~

"Single-use bag" is defined as a bag, other than a reusable bag, recycled paper bag, or compostable bag, provided at the check stand, cash register, point of sale, or other point of departure for the purpose of transporting food or merchandise out of the establishment. Single-use bags include bags, a maximum size of 11 inches by 17 inches, provided to the customer to (1) transport produce, bulk food or meat from a product, bulk food or meat department within a store to the point of sale; (2) hold prescription medication dispensed from a pharmacy; or (3) segregate food or merchandise that could damage or contaminate other food or merchandise when placed together in a bag.

"Special event" is defined as an art and craft exhibit, carnival, circus, concert, fair, farmers' market, festival, flea market, food event, open-air sale, outdoor entertainment/sporting event, religious revival, rummage sale, secondhand sale, sidewalk sale, swap meet, and other special events, for up to five consecutive days, or four two-day weekends, within a twelve-month period, on private, nonresidentially zoned property. (Ord. 1017 § 1, 2014)

8.62.040 Regulations.

A. No retail establishment that sells perishable or nonperishable goods, including, but not limited to, clothing, food, and personal items directly to the customer, shall provide a single-use carryout bag to a customer at the check stand, cash register, point of sale or other point of departure for the purpose of transporting food or merchandise out of the establishment, except as provided in this chapter.

B. To allow retail establishments an opportunity to make necessary arrangements for compliance and to use remaining stocks of plastic **non-compliant** single-use carryout bags, retail establishments shall have twelve months from the effective date to comply with the regulations of this chapter.

this ordinance shall be enforced starting 6 months after policy adoption. During this period, it shall be the policy of the city to encourage voluntary adherence to the requirements of this chapter.

C. ~~Twelve months from the effective date and thereafter, a~~ retail establishment may make recycled paper bags or reusable bags available to customers only if the retail establishment charges a minimum charge of ten cents. Only recycled paper bags and reusable bags as defined in this chapter may be made available for purchase.

D. No earlier than eighteen months from the effective date, the city council of the city of Seaside may establish a higher minimum charge for a recycled paper bag and reusable bag up to twenty-five cents by amendment of this chapter by resolution.

E. Notwithstanding this chapter, when a recycled paper bag or a reusable bag is distributed to the customer, the amount of the sale of the recycled paper bag or reusable bag shall be separately itemized on the sales receipt.

F. ~~These regulations do not apply to public eating establishments as defined herein.~~

G. Notwithstanding any other provision of this chapter, a retail establishment may provide one or more recycled paper bags or reusable bags at no cost to the following individuals: a customer participating in the California Special Supplement Food Program for Women, Infants, and Children pursuant to Article 2 (commencing with Section 123275) of Chapter 1 of Part 2 of

Division 106 of the California Health and Safety Code; a customer participating in the Supplemental Food Program pursuant to Chapter 10 (commencing with Section 15500) of Part 3 of Division 9 of the California Welfare and Institutions Code; and a customer participating in CalFresh pursuant to Chapter 10 (commencing with Section 18900) of Part 6 of Division 9 of the California Welfare and Institutions Code. (Ord. 1017 § 1, 2014)

8.62.050 Recordkeeping and inspection.

All retail establishments shall keep complete and accurate records or documents of the purchase and sale of any recycled paper bag by the retail establishment. Such records shall be kept for a minimum period of one year from the date of purchase and sale, and such records shall be available for inspection by the city at no cost to the city during regular business hours. Unless the city and retail establishment mutually agree upon an alternative location or method of review, the records or documents shall be available at the retail establishment address. The provision of false information, including but not limited to incomplete records or documents to the city, shall be a violation of this chapter. (Ord. 1017 § 1, 2014)

8.62.060 Enforcement.

A. The designated code enforcement official shall be primarily responsible for implementation and enforcement of this chapter. The code enforcement official is authorized to establish guidelines and procedures to implement this chapter and to take such action as may be necessary, including inspection of retail establishments, to monitor compliance with this chapter.

B. In the event of a violation of this chapter or any requirement imposed pursuant to this chapter, the city may in its discretion, in addition to all other remedies, take such enforcement action as is authorized under the Seaside Municipal Code and any other action authorized by law.

C. If the city elects to utilize the administrative procedures set forth in Chapter 2.56 SMC to enforce this chapter, the "enforcement officer" shall serve as the enforcement official within the meaning of Chapter 2.56 SMC. (Ord. 1017 § 1, 2014).

ORDINANCE NO. 1028

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**ADOPTING TEXT AMENDMENTS TO THE SEASIDE MUNICIPAL CODE TO
AMEND CHAPTER 8.28 IN ITS ENTIRETY TO UPDATE THE CITY'S SOLID WASTE
ORDINANCE**

THE CITY COUNCIL OF THE CITY OF SEASIDE DOES ORDAIN AS FOLLOWS:

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8.28.010 Declaration of Purpose

In enacting this Chapter, the City Council finds as follows:

- A. The purpose of this Chapter is to regulate Discarded Materials handling in order to protect the public health, safety, and welfare and to meet the City's obligations under Applicable Law.

- B. Pursuant to the California Constitution, the City is authorized to enact ordinances to protect the public health, safety, and welfare. Pursuant to Public Resources Code Section 40059, aspects of Discarded Materials handling of local concern include, but are not limited to, the frequency of collection, means of collection and transportation, level of service, charges and fees, and whether Discarded Materials services are to be provided by means of non-exclusive, partially exclusive, or wholly exclusive franchise, contract, license or permit, and the terms and conditions of such franchise, license, or permit.

8.28.020 Severability

If any section, sentence, clause, or phrase of this Chapter is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions. The City Council declares that it would have passed this Chapter and each section, subsection, clause, and phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional, and would have passed and adopted the same even though any parts, sections, subsections, sentences, clauses or phrases that may be held invalid had been omitted therefrom.

8.28.030 Definitions

For the purpose of this Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

“Agreement” means a contract entered into between the City and a service provider providing for, among other things, the award of a Franchise, payment of Franchise Fees, and procedures for the service provider’s collection, transportation, processing, and/or disposal of Discarded Materials and the setting of rates and charges for services.

“Applicable Law” means all laws, statutes, rules, regulations, guidelines, permits, actions, determinations, orders, approvals, or requirements of the United States, State of California, regional or local government authorities, agencies, boards, commissions, courts, or other bodies having applicable jurisdiction, that from time to time apply to or govern the management of Discarded Materials, or any other materials described in this Chapter.

“Bin” means a metal Container with a hinged lid and wheels, less than ten (10) cubic yards in size, for the deposit of Discarded Materials, designed to be collected with a front- or rear-loading collection vehicle.

“Cart” means a plastic Container with a hinged lid and wheels, and a capacity of twenty (20), thirty-two (32), sixty-four (64), or ninety-six (96) gallons (or similar volumes) that is serviced by an automated or semi-automated collection vehicle.

“City” means the City of Seaside a municipal corporation, and its duly authorized representatives.

“City-Authorized Service Provider” means a permittee or Franchisee authorized by the City Council which has received written approval, through an Agreement or otherwise, to collect, transport, process, or dispose of Discarded Materials within the City.

“City Manager” means the City Manager for the City of Seaside or any designee of the City Manager as being authorized to address specific issues covered by this Chapter.

“Commercial” means of, from or pertaining to non-Residential Premises where business activity is conducted, including, but not limited to, retail sales, services, wholesale operations, manufacturing, and industrial operations, but excluding businesses conducted upon Residential property which are permitted under applicable zoning regulations and are not the primary use of the property.

“Compactor” means a mechanical apparatus that compresses materials together with the Container that holds the compressed materials or the Container that holds the compressed materials if it is detached from the mechanical compaction apparatus. Compactors include two (2) to eight (8) cubic yard Bin Compactors serviced by front-end loader collection vehicles and ten (10) to fifty (50) cubic yard Drop Box Compactors serviced by roll-off collection vehicles.

“Construction and Demolition Debris” or “C&D Debris” means discarded building materials, packaging, debris, and rubble resulting from construction, alteration, remodeling, repair or demolition operations on any pavements, excavation projects, houses, Commercial buildings, or other structures, excluding Excluded Waste.

“Container” means a receptacle used to accumulate Discarded Materials on Premises for scheduled or periodic collection. Containers may be Carts, bags, Bins, Drop Boxes, Compactors, public litter containers, or other City-approved receptacles.

“Contractor” means any person or entity holding, or required to hold, a contractor’s license of any type under Applicable Law, or who performs (whether as applicant, contractor, subcontractor or owner-builder) any construction, demolition, remodeling, or landscaping service relating to Commercial or Residential Premises in Monterey County.

“Customer” means a Person subscribing with a City-Authorized Service Provider for collection services.

“Discarded Materials” means any one or combination of Solid Waste, Recyclable Materials, Organic Materials, Salvageable Materials, C&D Debris, and/or Excluded Materials discarded by a Generator within the City.

“Drop Box” means an open-top Container with a capacity of ten (10) to forty (40) cubic yards that is serviced by a roll-off collection vehicle.

“Electronic Waste” means any discarded electronic devices and components as well as substances involved in their manufacture or use as defined under various Federal, State, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements, as they may be amended from time to time, of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Waste.

“Excluded Waste” means Hazardous Waste, Household Hazardous Waste, Medical Waste, Universal Waste, volatile, corrosive, radioactive and toxic substances or materials, waste that would, as a result of or upon disposal, be a violation of local, State or Federal law, regulation or

ordinance, including land use restrictions or conditions, waste that cannot be disposed of in Class III landfills, waste that would present a significant risk to human health or the environment, or otherwise cause a nuisance; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Residential Discarded Materials after implementation of programs for the safe collection, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not include Recyclable Materials or Organic Materials which have been properly source separated and placed by a Generator for collection by a City-Authorized Service Provider, pursuant to the City-Authorized Service Provider's Agreement with the City.

"Food Scraps" means discarded food and food-soiled materials that will decompose and/or putrefy. Food Scraps is a subset of Organic Materials.

"Franchise" means the exclusive or non-exclusive rights granted by the City Council to provide collection services to Customers in the City.

"Franchise Fee" means the fee paid by a Franchisee to City for the privilege to hold a Franchise.

"Franchisee" means the holder of a Franchise in the City.

"Franchised Discarded Materials" means those categories of Discarded Materials required to be collected or otherwise handled by a Franchisee, as described in and pursuant to a Franchise Agreement, unless exempt as described in Section X.XX.100 herein.

"Generator" means any Person whose act or process produces Discarded Materials, or whose act first causes Discarded Materials to become subject to regulation.

"Hazardous Waste" means all substances defined as hazardous waste, acutely hazardous waste, or extremely hazardous waste by the State of California in Health and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such statutes or identified and listed as hazardous waste by the U.S. Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules and regulations promulgated thereunder.

"Household Hazardous Waste" or "HHW" means Hazardous Waste generated at Residential Premises within the City. HHW includes: Electronic Waste, Universal Waste, paint, stain, varnish, thinner, adhesives, auto products such as old fuel, used motor oil, used oil filters, cleaners and sprays, pesticides, fertilizers and other garden products, needles, syringes, and lancets.

"Litter" means Discarded Materials, debris, vehicle parts, and all other materials, things, or objects which if thrown, distributed by the elements, or deposited as hereinafter prohibited tends to create a public nuisance, blight or danger to the public health, safety and welfare.

"Medical Waste" means materials which are generated or produced as a result of diagnosis, treatment, or immunization of humans or animals; the production or testing of biologicals and sharps waste; laboratory waste including human or animal specimen cultures from medical and pathology laboratories; cultures and stock of infectious agents from research and industrial

laboratories; waste from the production of bacteria, viruses, spores, discarded live and attenuated vaccines used in human health care or research, and discarded animal vaccines; human or animal surgery specimens or tissues; waste containing materials contaminated with excretion exudates or secretions from humans that are required to be isolated by infection control staff, the attending physician, or local health officer to protect others from highly communicable diseases; biomedical waste generated at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities and other similar establishments that are identified in Health and Safety Code Section 25117.5 as may be amended from time to time.

“Multi-Family” means any Residential Premises, other than a Single-Family Premises, with five or more dwelling units used for Residential purposes (regardless of whether residence therein is temporary or permanent). Multi-Family is a subset of Residential.

“Organic Materials” means those materials approved by the City for collection in its organic materials collection program. Organic Materials include Yard Trimmings and Food Scraps. No Discarded Material shall be considered Organic Materials, however, unless such material is separated from Solid Waste and Recyclable Materials.

“Person” means any individual, firm, association, organization, partnership, corporation, trust, joint venture, or public entity.

“Premises” means any land or building in the City. Premises include permanent and transient human dwellings and places of accommodation, commerce, or recreation.

“Recyclable Materials” means those materials approved by the City for collection in its recyclables collection program. No Discarded Material shall be considered Recyclable Materials, however, unless such material is separated from Solid Waste and Organic Materials.

“Residential” means any property, Premises or place on which is constructed one or more buildings or other structures containing one or more dwelling units. Residential includes both Multi-Family and Single-Family Premises.

“Salvageable Materials” means Discarded Materials that may be subsequently re-used in their original form for the same or similar purpose.

“Single-Family” means any detached or attached house or residence designed or used for occupancy by one family. Single-Family may include Residential units of a duplex, tri-plex, or four-plex Residential structure. Single-Family is a subset of Residential.

“Solid Waste” means solid waste as defined in California Public Resources Code, Division 30, Part 1, Chapter 2, §40191 and regulations promulgated hereunder that this Chapter requires Generators within the City to set out for collection unless Generators elect to Self-Haul materials in accordance with this Chapter. Excluded from the definition of Solid Waste are Excluded Waste, C&D Debris, source separated Recyclable Materials, and source separated Organic Materials. Notwithstanding any provision to the contrary, Solid Waste may include de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe collection, recycling, treatment, and

disposal of Household Hazardous Waste in compliance with Section 41500 and 41802 of the California Public Resources Code as may be amended from time to time. Solid Waste includes Salvageable Materials only when such materials are included for collection in a Solid Waste Container.

“Universal Waste” means all wastes as defined by Title 22, Subsections 66273.1 through 66273.9 of the California Code of Regulations. These include, but are not limited to, batteries, fluorescent light bulbs, mercury switches, and Electronic Waste.

“Yard Trimmings” means those discarded plant or otherwise non-animal organic waste materials that will decompose and/or putrefy. Yard Trimmings is a subset of Organic Materials.

8.28.040 Inspection of Collection Premises

The City Manager or their designee may visit all Premises within the City limits from time to time and examine the sanitary conditions of said Premises to determine whether the Premises is in compliance with the provisions of this Chapter. Upon notification, all Persons, including City-Authorized Service Providers, shall comply with the provisions of this Chapter.

8.28.050 Accumulation of Solid Waste

It shall be unlawful for the owner, occupant, or manager of any Premises to allow the accumulation of any Discarded Materials in, on, or under any Premises at any time which is, or may become, a menace to health, safety, general welfare, and sanitation or a fire hazard. It shall be unlawful for the owner, occupant, or manager of any Premises to ever at any time suffer, permit, or allow any Discarded Materials of any kind to remain in, on, or under such Premises for a period exceeding that allowed by Applicable Law. Any unauthorized accumulation of Discarded Materials on any property or Premises is hereby declared an unlawful public nuisance, is hereby prohibited, and may be abated pursuant to the provisions of Chapter 8.30 (Property Maintenance) of this Code.

8.28.060 Improper Deposit of Solid Waste

- A. It shall be unlawful for any Person to place, deposit, keep, or bury any Discarded Materials on, in, or under any Premises, as hereinafter provided. It shall be unlawful for any Person to deposit any Discarded Materials in any City sewer or plumbing fixture or pipe connected thereto, except through an approved mechanical device which shreds and grinds said material. It shall be unlawful for any Person to bury Discarded Materials.
- B. It is unlawful for any Person to place, deposit or dump, or cause to be placed, deposited or dumped in any Containers reserved for the use of any other household, business or other entity (including the general public, in the case of public litter containers), any Discarded Materials without express written permission from such household, business or other entity. Businesses and residents shall not rely on public litter containers for the deposit of materials generated at their household or business.

8.28.070 Placing Litter on Street, Sidewalk, Alley, or Public Place

It shall be unlawful for any Person to throw, place, scatter, or deposit, or cause to be thrown, placed, scattered, or deposited, upon any street, sidewalk, alley, public right-of-way or public

place in the City, any Litter, except that a property owner, occupant, tenant, Customer, or their employee may place properly containerized or packaged materials at the curbside, parkway, or alley on regularly scheduled days provided by the City-Authorized Service Provider for removal of the same. Any Litter or other Discarded Materials located in the public right of way immediately adjacent to a Premises shall be deemed to have originated from that Premises unless the owner thereof can prove, to the reasonable satisfaction of the City Manager, that such materials did not originate from their property. Any Litter or other Discarded Materials containing names, addresses, or other identifying information shall be deemed to have originated with the person or location identified therein.

8.28.080 Burning of Solid Waste

It shall be unlawful for any Person to burn any Discarded Materials, or any other material described in this Chapter in or on any Commercial or Residential Premises, fire place or pit, street, alley, park, or public place within the City limits.

8.28.090 Scavenging

It shall be unlawful for Persons other than the appropriate City-Authorized Service Provider to collect Discarded Materials placed for collection in Containers labeled for use in connection with waste management program(s) sponsored by the City or a City-Authorized Service Provider.

8.28.100 Universal Service Requirements

A. Mandatory Subscription.

No Person shall reside, inhabit or lease to any other person Residential property, and no Person shall operate any business or lease to any other person Commercial property within the City, at any time during which Franchised Discarded Materials collection service is not being provided to the Premises by a City-Authorized Service Provider, unless exempt as provided herein. No real estate broker, service or salesperson shall arrange for such rentals without assuring that the agreement includes requirements that such services exist. The legal owner of property and the occupant of such property shall each be separately responsible for ensuring compliance with this provision.

B. Exception for Self- Haulers.

- (1) Residents or property owners may opt to haul their own Discarded Materials with the express written permission from the City Manager. Such permission shall be conditioned on the City receiving satisfactory documentation of the proper management of Discarded Materials from that Premises.
- (2) Residents or property owners who opt to haul their own Discarded Materials must comply with Applicable Law, including requirements for recycling and separation of Recyclable and/or Organic Materials, where applicable.
- (3) Residents or property owners who opt to haul their own Discarded Materials must do so at intervals determined satisfactory by the City Manager in the written exemption approval.

- (4) Residents or property owners who opt to haul their own Discarded Materials who fail to abide by the above guidelines may have their written exemption approval revoked at the discretion of the Deputy City Manager – Administrative Services.
- (5) An administrative fee for exemption pursuant to this Section may be collected annually to offset the cost of administration of the exemption in the amount specified in the application for exemption.

C. Temporary Exemption for Non-Occupancy.

- (1) Upon request to the City-Authorized Service Provider, service may be placed on hold for any property currently unoccupied due to vacation or other circumstance for a period of up to thirty (30) days, provided that in any three hundred and sixty-five (365) day period, service for any property shall not be placed on hold for combined periods in excess of sixty (60) total days. Any hold period longer than thirty (30) days must be approved by the Deputy City Manager – Administrative Services. Should the Customer place any Container for collection during the period of the requested vacation hold, without previously notifying the City-Authorized Service Provider of an early end to the service suspension, the Customer shall be responsible for all charges associated with service as though service had never been suspended. Service holds as described herein may be subject to administrative charges as approved by the City.
- (2) Upon presentation of evidence that any property is undeveloped or unoccupied, the Deputy City Manager – Administrative Services may issue a temporary exemption for as long as the qualifying circumstances exist, but not to exceed one (1) year, unless another application for exemption is made and approved.
- (3) An administrative fee for exemption pursuant to this Section may be collected to offset the cost of administration of the exemption in the amount specified in the application for exemption.
- (4) Decisions of the Deputy City Manager – Administrative Services are subject to appeal per Section 240.

8.28.110 Recyclables and Organics Diversion Requirements

City may make rules or policies from time to time which may require Generators or specific groups of Generators to participate in recycling related activities in order to be compliant with or otherwise support Applicable Law. Such rules or policies may include but are not limited to: requiring participation in Recyclable Materials and/or Organic Materials collection programs; requiring education of customers, employees, and visitors about recycling programs; and, requiring submittal of reports to City about recycling related activities.

8.28.120 Construction and Demolition Debris Requirements

Contractors (as defined in Section 8.28.030), and all holders of Franchise(s), permit(s), and/or license(s) for C&D Debris collection service and the operation of other related programs within the City shall at all times comply with the following:

- A. Applicable Law as it may be amended from time to time, including without limitation all laws related to management of C&D Debris, preparation of C&D Debris management plans and reports, and diversion of C&D Debris from disposal; and,
- B. All written and published City policies and/or administrative guidelines regarding the collection, tracking, and/or reporting of C&D Debris.

8.28.130 Collection – Franchise

- A. The City may grant an exclusive or non-exclusive Franchise Agreement for Franchised Discarded Materials collection service and the operation of other programs required by Applicable Law within all or any portion of the City.
- B. A Person may not be permitted to be the Franchisee for a period exceeding twenty (20) years without the award of a subsequent Franchise Agreement being the subject of a request for proposals process to ensure that the best overall value is provided to the City, its residents and businesses. The request for proposals process may consider numerous factors affecting the value of services including, but not necessarily limited to: the experience and/or reputation of the provider, the quality or level of service provided, the recycling services offered, and the cost of the service. There is no obligation placed on the City to select the lowest priced provider of services identified through such process if such provider does not represent the best overall value.
- C. The City may regulate, by ordinance or resolution and through the Franchise Agreement, all aspects of the service, including, but not limited to, frequency of collection, means of collection and transportation, level of services, charges, fees, and nature, location, and extent of providing such services.
- D. Low Income Senior Rates
 - i. The City, through an Agreement(s) with a Franchisee(s), shall provide a discount for low-income senior citizen Customers. Such discount shall be available for any Customer aged sixty-five (65) years or above, provided that such Customer demonstrates that they receive assistance under third party utility discount programs such as PG&E's California Alternate Rates for Energy ("CARE") ratepayer assistance program. The amount of the discount, along with the application requirements shall be documented and published by City and Franchisee(s) through the Franchise Agreement or other written policy.
 - ii. Customers receiving discounted rates prior to July 1, 2015 shall be eligible to continue receiving discounted rates, provided that the qualifying conditions for such rates continue to exist, to the reasonable satisfaction of City. City may require periodic verification that Customers receiving such discount continue to inhabit the Premises. The amount of the discount, along with the application and qualification requirements shall be documented and published by City and Franchisee(s) through the Franchise Agreement or other written policy.

- E. When a Franchise Agreement for the collection of Discarded Materials is in effect, no Person, other than employees of the Franchisee may collect, haul or transport Discarded Materials within the District, including Drop Boxes, except as set forth in the Franchise Agreement and self-haulers pursuant to Section 100 B.
- F. Any grantee of a Franchise Agreement shall pay to the City a Franchise Fee, the amount of which shall be set forth in the Franchise Agreement and approved by the City Council. The City Council shall have the right to adjust the amount or calculation of the Franchise Fee from time-to-time at any point during the term of the Franchise Agreement, subject to the procedures for adjustment described in the Franchise Agreement.
- G. No Person other than the Franchisee or other City-Authorized Service Provider, or an agent or employee thereof acting within the scope of their employment, shall tamper or meddle with, or remove items from, a Container or receptacle placed by a Generator for collection by the City or that City-Authorized Service Provider.
- H. It shall be unlawful for any Person to solicit, accept, engage or otherwise utilize Discarded Materials handling service for paid consideration by a Person not authorized to provide such service.
- I. No Person other than the Franchisee or other City-Authorized Service Provider shall offer to handle Discarded Materials or handle Discarded Materials on behalf of another in exchange for compensation in any form or amount.

8.28.140 Collection – Other Authorized Collectors

- A. The City may grant exclusive or non-exclusive Franchise(s), permit(s), and/or license(s) for Recyclable Materials collection service and the operation of other programs required by Applicable Law within all or any portion of the City. The terms of such permits or licenses shall be determined by the City. No Person other than such City-Authorized Service Providers shall offer to handle Recyclable Materials or handle Recyclable Materials on behalf of another in exchange for compensation in any form or amount. Holders of such Franchise(s), permit(s), and/or license(s) shall at all times comply with Applicable Law, as it may be amended from time to time.
- B. The City may grant exclusive or non-exclusive Franchise(s), permit(s), and/or license(s) for C&D Debris collection service and the operation of other programs required by Applicable Law within all or any portion of the City. The terms of such permits or licenses shall be determined by the City. No Person other than such City-Authorized Service Providers shall offer to handle C&D Debris or handle C&D Debris on behalf of another in exchange for compensation in any form or amount.
- C. The City may grant exclusive or non-exclusive Franchise(s), permit(s), and/or license(s) for home or site clean-out collection service and the operation of other programs required by Applicable Law within all or any portion of the City. The terms of such permits or licenses shall be determined by the City. No Person other than such City-Authorized Service Providers shall offer to handle Discarded Materials resulting from clean-out collection services or handle Discarded Materials resulting from clean-out collection

services on behalf of another in exchange for compensation in any form or amount. Holders of such Franchise(s), permit(s), and/or license(s) shall at all times comply with Applicable Law, as it may be amended from time to time.

- D. It shall be unlawful for Persons, Contractors, landscapers or Drop Box haulers not in possession of a Franchise(s), permit(s), and/or license(s) for Discarded Materials collection granted by the City to remove Discarded Materials from Premises within in City unless such Discarded Materials are generated as incidental to other services performed by such Contractor, landscaper or other Person (not including agents or subcontractors to the Person providing such service).

8.28.150 Collection – Discarded Materials Ownership

- A. Upon placement of Discarded Materials in a designated collection Container, such Discarded Materials shall become the property of the City or the City-Authorized Service Provider engaged to collect such material, as determined by the City-Authorized Service Provider Agreement.
- B. It is unlawful for any Person, except for the City or a City-Authorized Service Provider, engaged to provide such service, to collect Discarded Materials from designated collection Containers.
- C. Nothing in this Chapter limits the right of any Person to sell, donate, or otherwise divert their own Discarded Materials from landfilling, except that Recyclable Materials, Organic Materials, C&D Debris, and Salvageable Materials deposited into Containers provided by City or a City-Authorized Service Provider and placed for collection shall become the property of the City or City-Authorized Service Provider as provided for in Subsection (A) above.

8.28.160 Collection – Interference with Collection

It shall be unlawful for any Person in any manner to interfere with the collection, removal, or disposal of Discarded Materials by City or a City-Authorized Service Provider.

8.28.170 Collection – Vehicles

- A. It shall be unlawful for any Person to collect, transport, or carry Discarded Materials in any vehicle which does not comply with all Applicable Laws.
- B. It shall be unlawful for any individual to discard any object directly into any vehicle owned or operated by the City or a City-Authorized Service Provider except for any City or City-Authorized Service Provider personnel, duly authorized agents, or volunteers.

8.28.180 Containers – Placement of Discards

The Person in charge of any Premises in the City may gather the Discarded Materials together and put such materials into a Container approved by the City for that Premises which can be conveniently handled by the City or a City-Authorized Service Provider. Carts, Bins, Drop Boxes, and Compactors shall be deemed acceptable for use by Customers to store Franchised

Discarded Materials where approved by the City. City may approve additional or alternative Containers, or Discarded Materials bundling formats from time to time.

8.28.190 Containers – Residential Premises

Residential Containers shall be placed as follows:

- A. Carts shall be screened from view, except when placed for collection. Each Cart shall be placed for collection by 5:00 a.m. of collection day and no earlier than the preceding evening, and shall be removed by 10:00 p.m. of collection day.
- B. For purposes of this Section, “screened” means blocked from public view from the street or public right-of-way with a permanent fence, enclosure, landscaping, or other comparable facility as approved by the City Manager.
- C. All Containers shall be placed and maintained in a location readily accessible to the City and not constituting either a fire hazard or a public nuisance.
- D. Upon written notification from the City that Containers are being maintained in a hazardous or offensive condition, they shall be relocated immediately by the Customer.
- E. Failure to relocate the Containers following notice shall be unlawful.

8.28.200 Containers – Commercial Premises

All Commercial Customers shall comply with the following requirements regarding Containers and their placement:

- A. All Containers shall be placed and maintained in a location readily accessible to the City and not constituting either a fire hazard or a public nuisance.
- B. Upon written notification from the City that Containers are being maintained in a hazardous or offensive condition, they shall be relocated immediately by the Customer.
- C. Failure to relocate the Containers following notice shall be unlawful.

8.28.210 Containers – Commercial Enclosures

All Commercial Customers shall comply with the following requirements regarding Container enclosures:

- A. All Commercial Container enclosures shall have adequate space accommodations for Solid Waste, Recyclable Materials and Organic Materials Containers, in accordance with Applicable Law, and the City’s Standard Plans and Specifications.
- B. All new Commercial developments must include adequate space accommodations for enclosures in accordance with Applicable Law, and are subject to a plan check process including review, at a minimum, by the City Manager.

- C. Enclosures must be located in places convenient for the removal of Discarded Materials and must be approved by the City Manager. Enclosures, including gates and gate hardware, must be maintained in good working condition, and readily accessible by the City or City-Authorized Service Provider. If an enclosure is not adequately maintained, service may be withheld until the condition is remedied to the satisfaction of the City Manager.

8.28.220 Containers – Exclusive Use

- A. It is unlawful for any Person to dump or place any material into, or to utilize, any Container without consent of the owner or Person to whom the Container has been provided by City-Authorized Service Provider.
- B. It is unlawful for any Person, without the consent of the owner or Person to whom the Container has been provided by City-Authorized Service Provider, to enter into a Container, for the purpose of salvaging or recovering any item therein or for the purpose of utilizing the Container to rest or sleep therein.

8.28.230 Prohibited Materials

Materials not permitted to be placed in Containers for collection by the City or City-Authorized Service Provider include Excluded Waste, hot ashes, sharps, flammables, live ammunition, explosive substances, poison, hazardous chemicals, offal, animals, and similar materials. Disposal of Excluded Waste shall be performed through a licensed collection and disposal company, which complies with all Applicable Laws and regulations. No Person shall place in Containers any wearing apparel, bedding, or other material from homes or other places where highly infectious or contagious diseases have prevailed. City and City-Authorized Service Providers shall maintain a current list of prohibited materials, and shall make such list available to Generators. Generators are responsible for obtaining and reviewing such list of prohibited materials, and acting in accordance with Applicable Law.

8.28.240 Appeals to City Manager

A Customer may appeal a decision of the Deputy City Manager - Administrative Services to the City Manager in writing to the City Manager within five (5) days of receipt of the Deputy City Manager's ruling. The written appeal must state the reason for the appeal and specify any facts or evidence in support of the request. The City Manager or designee, who may be a City hearing officer, will promptly consider the appeal and provide a written decision within ten (10) days of the filing of an appeal. The City Manager's determination will be final.

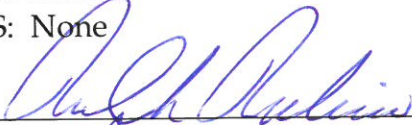
Effective Date. This Ordinance shall become effective thirty (30) days after its final passage and adoption at a duly noticed public hearing for the second reading of the proposed text amendments.

NOW, THEREFORE BE IT FURTHER RESOLVED, the City Clerk shall certify to the adoption of this Ordinance.

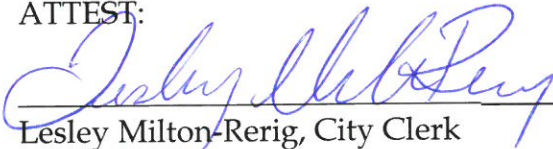
PASSED TO PRINT at a regular meeting of the City Council of the City of Seaside on the 2nd day of June 2016; and

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 16th day of June, 2016, by the following vote:

AYES:	5	COUNCIL MEMBERS:	Alexander, Campbell, Oglesby, Pacheco, Rubio
NOES:	0	COUNCIL MEMBERS:	None
ABSENT:	0	COUNCIL MEMBERS:	None
ABSTAIN:	0	COUNCIL MEMBERS:	None



Ralph Rubio, Mayor

ATTEST:


Lesley Milton-Rerig, City Clerk



MEMORANDUM

City of Seaside
Public Works Department

Date: August 24, 2017

To: Craig Malin, City Manager
From: Scott Ottmar, Associate Civil Engineer
CC: Rick Riedl, City Engineer/Public Works Services Manager

Subject: Storm Water Discharge Permit
Trash Amendment Update and Selection of Track 2

In April of 2015, the State Water Resources Control Board (State Water Board) adopted an Amendment to the Water Quality Control Plan for Ocean Waters of California to Control Trash (Trash Amendment) in an effort to combat trash in waterways in a consistent statewide manner. On June 1, 2017, the State Water Board issued a Technical Order to Phase II municipalities (Permittees) that outlines the initial deliverables to be submitted for planning and implementing the requirements of the Trash Amendment. This memo is intended to provide a brief overview of the Trash Amendment, discuss the requirements of the Technical Order, and recommend an initial approach to comply with this new regulatory requirement.

Overview

Permittees are offered two different Tracks for compliance to the Trash Amendment. Permittees must implement the selected Track within 10 years, demonstrate achievement of interim milestones with an average of 10% completion per year and develop a monitoring program to document successful implementation.

Track 1

- Install, operate, and maintain certified **Full Capture Systems** in storm drains that capture runoff from priority land use areas within the Permittee's boundaries.
- Monitoring requirements include demonstrating the installation, operation, and maintenance of the full capture systems and providing a map of the drainage area served.

Track 2

- Implement a plan with a combination of full capture systems, multi-benefit projects, institutional controls, and/or other treatment controls to achieve **Full Capture System Equivalency**.
- Monitoring requirements include developing and implementing a set of monitoring objectives that demonstrate effectiveness and full capture system equivalency and physically documenting levels of trash reduction on an annual basis.

Technical Order

The State Water Board issued a 13383 Technical Order on June 1, 2017 (attached) that outlines the initial deliverables with deadlines to be submitted for planning and implementing the requirements of the Trash Amendment:

- **September 1, 2017**, submit a letter signed by the Legally Responsible Person (LRP) to the State Water Board identifying the Permittee's selected compliance Track (1 or 2). Permittees have the right to switch Tracks in the future. A preliminary jurisdictional map identifying Priority Land Use Areas (high trash generating areas) and corresponding storm drain network that receives discharges is to be included with the letter.
- **December 1, 2018**, submit an updated jurisdictional map identifying Priority Land Use Areas, corresponding storm drain network and proposed locations of certified Full Capture Systems. Additionally, Permittees that select Track 2 shall submit:
 - Description and proposed locations of other Treatment Controls to achieve Full Capture System Equivalency

- Documentation summarizing observed Trash levels, using the recommended Visual Trash Assessment Approach, for all Priority Land Uses.
- An Implementation Plan that justifies the rationale for how the selected combination of controls will achieve Full Capture System Equivalency including a monitoring program to substantiate compliance and reduction of trash generation.

Discussion and Recommendation

Through the efforts of the Monterey Regional Storm Water Management Program (MRSWMP), the jurisdictional map displaying Priority Land Use Areas and storm drain network has been developed and is included with this memo. The City of Seaside has approximately 839 acres of Priority Land Use containing an estimated 400 drain inlets.

Track 1

The consensus is the State Water Board prefers municipalities to implement Track 1 and therefore Track 1 has the advantage of providing the clearest path to regulatory compliance. The city would install full capture devices from the State approved list and maintain those devices.

The most significant disadvantage to pursuing Track 1 is the cost to implement. The release of the Technical Order on June 1, 2017 has not provided staff adequate time to carefully study and evaluate the full cost to install and maintain all the necessary full capture devices within Priority Land Use areas. A Preliminary budgetary estimate of \$5 million has been incorporated into the current Capital Improvement Program.

Track 2

As previously stated, Track 2 requires the City to propose a Plan that includes a combination of full capture devices and institutional controls. The most likely institutional controls include efforts the City is already implementing, such as street sweeping, cleaning storm drain inlets, maintaining trash cans, and education/outreach efforts conducted by the MRSWMP. Therefore, the cost to implement Track 2 initially will be less expensive compared to Track 1.

Selection of Track 2 requires the City to negotiate with the Regional Board on how many full capture devices to install and what level of institutional controls will be sufficient to satisfy the requirements. Little guidance has been provided on what is expected for the Implementation Plan. Track 2 further requires two visual assessments per year be conducted throughout Priority Areas to determine if the institutional controls are as effective as full capture devices. If the results of the visual assessment conclude that institutional controls are not effective, modifications to the Plan would be required.

Recommendation

Selection of Track 2 is currently recommended. Staff has contacted other municipalities throughout the region and determined the majority are selecting Track 2. None of the local municipalities are taking the decision to their governing boards. As previously noted, the State has indicated municipalities may change Track selection after further evaluation. A feasibility study should be undertaken to define practical locations and develop accurate budgets to install full capture devices throughout the City. The feasibility study will inform staff on whether Track 1 is a viable option and would be a key component for developing the Track 2 Implementation Plan. Staff is working with other MRSWMP members to consider a regional effort for engaging a consulting firm to conduct the feasibility study.

ORDINANCE NO. 1017

AN ORDINANCE OF THE CITY OF SEASIDE, STATE OF CALIFORNIA, ADDING CHAPTER 8.62 TO THE SEASIDE MUNICIPAL CODE RELATING TO SINGLE-USE PLASTIC CARRYOUT BAGS, RECYCLED PAPER BAGS, AND REUSABLE BAGS.

The City Council of the City of Seaside ordains as follows:

SECTION 1: Chapter 8.62 is added to the Seaside Municipal Code to read as follows:

CHAPTER 8.62 USE OF SINGLE-USE CARRYOUT BAGS, RECYCLED PAPER BAGS, AND REUSABLE BAGS BY RETAIL ESTABLISHMENTS

Sections:

8.62.010	Purpose and Findings
8.62.020	Applicability
8.62.030	Definitions
8.62.040	Regulations
8.62.050	Recordkeeping and Inspection
8.62.060	Enforcement

8.62.10 PURPOSE AND FINDINGS.

A. The purpose of this Chapter is to ban thin-film plastic single-use carryout bags and prohibit the free distribution of paper bags or reusable bags by certain types of retail establishments in the City of Seaside in order to reduce litter and protect the natural resources of Seaside.

B. Pursuant to Article XI, section 7 of the California Constitution, the City of Seaside may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety and welfare of its citizens.

C. The use of single-use carryout bags by consumers at retail establishments is detrimental to the environment, public health and welfare.

D. The manufacture and distribution of single-use carryout bags requires utilization of natural resources and results in the generation of greenhouse gas emissions.

E. Single-use carryout bags contribute to environmental problems, including litter in storm drains, creeks, the Monterey Bay, and the ocean.

F. Single-use carryout bags provided by retail establishments impose unseen costs on consumers, local governments, the state and taxpayers and constitute a public nuisance.

G. Prohibiting retail establishments from using plastic single-use carryout bags and requiring a fee for paper bags reduces litter and benefits the environment by encouraging customers to use reusable bags.

H. This City Council does, accordingly, find and declare that it should restrict single use carry-out bags and require a fee for recycled paper bags and reusable bags.

8.62.020 APPLICABILITY

This Chapter applies in the City of Seaside city limits.

8.62.030 DEFINITIONS

Unless otherwise expressly stated, whenever used in this Chapter, the following terms shall have the meanings set forth below:

- A. "Customer" means any person obtaining goods from a retail establishment.
- B. "City" means the City of Seaside.
- C. "Code Enforcement Officer" means the Deputy City Manager – Resource Services Management or his/her designee.
- D. "Effective Date" means the effective date of this ordinance enacting Chapter 8.62.
- E. "Garment Bag" means a travel bag made of pliable, durable material with or without a handle, designed to hang straight or fold double and used to carry suits, dresses, coats, or the like without crushing or wrinkling the same.
- F. "Itinerant Vendor" is defined as a take-out food establishment that receives 90 percent or more of its revenue from the sale of prepared food, which is prepared within a mobile vehicle and/or mobile cart, to be eaten off its premises.
- G. "Mils" is the thickness of a material measured in increments of one-thousandth (1/1000th) of an inch.
- H. "Nonprofit Charitable Reuser" is defined as a charitable organization which is tax-exempt under Section 501(c)(3) of the Internal Revenue Code, or a distinct operating unit or division of the charitable organization, that reuses and recycles donated goods or materials and receives more than 50 percent of its revenues from the handling and sale of those donated goods or materials. Nonprofit Charitable Reusers are not considered Retail Establishments for the purpose of this Ordinance.
- I. "Person" means any individual, sole proprietorship, firm, association, organization, partnership (whether limited or general), corporation, limited liability corporation, political subdivision, government agency, municipality, industry, public or private corporation, trust, joint venture, regulatory authority, or any other entity.
- J. "Prepared food" means foods or beverages which are prepared on the premises by cooking, chopping, slicing, mixing, freezing, or squeezing, and which require no further preparation to be consumed. "Prepared food" does not include any raw, uncooked meat product or fruits or vegetables which are chopped, squeezed, or mixed.
- K. "Public Eating Establishment" is defined as a restaurant, take-out food establishment, or any other business that receives 90 percent or more of its revenue from the sale of prepared food, which is prepared on the premises and/or within a mobile vehicle, to be eaten on or off its premises. The term "Public Eating Establishments" would also apply to an itinerant food vendor operating in compliance with a valid business license at both a permanent location approved under a use permit, at a mobile

location within the City of Seaside, or at a special event. Public eating establishments are not considered Retail Establishments for the purpose of this Ordinance.

L. "Recycled Paper Bag" is defined as a bag that contains no old growth fiber and a minimum of 40 percent post-consumer recycled content, is 100 percent recyclable, and has printed in a highly visible manner on the outside of the bag the words "Reusable" and "Recyclable", the name and location of the manufacturer, and the percentage of post-consumer recycled content

M. "Retail Establishment" means any commercial establishment that sells perishable or nonperishable goods including, but not limited to, clothing, food, and personal items directly to the customer and that is located within or doing business within the City of Seaside. The term "Retail Establishment" includes farmers' markets and special events. The term "Retail Establishment" does not include Public Eating Establishments, Nonprofit Charitable Reusers, and wholesale agricultural produce packing and shipping businesses.

N. "Reusable Bag" is defined as a bag with handles that is specifically designed and manufactured to be reused at least 125 times and that is either (1) made of cloth or other washable fabric, or, (2) made of durable, recyclable material that is at least four (4.0) mils thick that can be cleaned or disinfected at least 125 times. A "Reusable Bag" may be made of recyclable plastic such as high density polyethylene (HDPE), low density polyethylene (LDPE), or polypropylene.

O. "Single-use Carryout Bag" is defined as a bag, other than a Reusable Bag or Recycled Paper Bag, provided at the check stand, cash register, point of sale, or other point of departure for the purpose of transporting food or merchandise out of the Retail Establishment. Single-use carryout bags do not include bags, a maximum of 11" x 17", without handles provided to the customer for the following purposes: (1) to transport produce, bulk food or meat from a product, bulk food or meat department within a store to the point of sale; (2) to transport produce or other bulk food items to the point of sale at a farmers' market or special event; (3) to hold prescription medication dispensed from a pharmacy; (4) to segregate food or merchandise that could damage or contaminate other food or merchandise when placed together in a bag; or (5) a Garment Bag regardless of size.

P. "Special Event" is defined as an art and craft exhibit, carnival, circus, concert, fair, farmers market, festival, flea market, food event, open-air sale, outdoor entertainment/sporting event, religious revival, rummage sale, secondhand sale, sidewalk sale, swap meet, and other special events, for up to five consecutive days, or four two-day weekends, within a 12-month, on private, non-residentially zoned property.

8.62.040 REGULATIONS

A. No Retail Establishment that sells perishable or nonperishable goods including, but not limited to, clothing, food, and personal items directly to the customer, shall provide a Single-use Carryout Bag to a customer at the check stand, cash register, point of sale or other point of departure for the purpose of transporting food or merchandise out of the establishment, except as provided in this Chapter.

B. To allow Retail Establishments an opportunity to make necessary arrangements for compliance and to use remaining stocks of plastic Single-use Carryout Bags, Retail Establishments shall have twelve (12) months from the Effective Date to

comply with the regulations of this Chapter. During this period, it shall be the policy of the City to encourage voluntary adherence to the requirements of this Chapter.

C. Twelve (12) months from the Effective Date and thereafter, a Retail Establishment may make Recycled Paper Bags or Reusable Bags available to customers only if the Retail Establishment charges a minimum charge of ten cents (\$0.10). Only Recycled Paper Bags and Reusable Bags as defined in this Chapter may be made available for purchase.

D. No earlier than eighteen (18) months from the Effective Date, the City Council of the City of Seaside may establish a higher minimum charge for a Recycled Paper Bag and Reusable Bag up to twenty-five cents (\$0.25) by amendment of this Chapter by resolution.

E. Notwithstanding this Chapter, when a Recycled Paper Bag or a Reusable Bag is distributed to the customer, the amount of the sale of the Recycled Paper Bag or Reusable Bag shall be separately itemized on the sales receipt.

F. These regulations do not apply to Public Eating Establishments as defined herein.

G. Notwithstanding any other provision of this Chapter, a Retail Establishment may provide one or more Recycled Paper Bags or Reusable Bags at no cost to the following individuals: a customer participating in the California Special Supplement Food Program, for Women, Infants, and Children pursuant to Article 2 (commencing with Section 123275) of Chapter 1 of Part 2 of Division 106 of the California Health and Safety Code; a customer participating in the Supplemental Food Program pursuant to Chapter 10 (commencing with Section 15500) of Part 3 of Division 9 of the California Welfare and Institutions Code; and a customer participating in CalFresh pursuant to Chapter 10 (commencing with Section 18900) of Part 6 of Division 9 of the California Welfare and Institutions Code.

8.62.050 RECORDKEEPING AND INSPECTION

All Retail Establishments shall keep complete and accurate records or documents of the purchase and sale of any Recycled Paper Bag by the Retail Establishment. Such records shall be kept for a minimum period of one year from the date of purchase and sale, and such records shall be available for inspection by the City at no cost to the City during regular business hours. Unless the City and Retail Establishment mutually agree upon an alternative location or method of review, the records or documents shall be available at the Retail Establishment address. The provision of false information, including but not limited to incomplete records or documents to the City, shall be a violation of this Chapter.

8.62.060 ENFORCEMENT

A. The designated Code Enforcement Official shall be primarily responsible for implementation and enforcement of this Chapter. The Code Enforcement Official is authorized to establish guidelines and procedures to implement this Chapter and to take such action as may be necessary, including inspection of Retail Establishments, to monitor compliance with this Chapter.

B. In the event of a violation of this Chapter or any requirement imposed pursuant to this Chapter, the City may in its discretion, in addition to all other remedies, take such enforcement action as is authorized under the Seaside Municipal Code and any other action authorized by law.

C. If the City elects to utilize the administrative procedures set forth in Chapter 2.56 of the Seaside Municipal Code to enforce this Chapter, the "Enforcement Officer" shall serve as the Enforcement Official within the meaning of Chapter 2.56.

SECTION 2: ENVIRONMENTAL REVIEW. This Ordinance is categorically exempt under California Environmental Quality Act (CEQA) Guidelines Section 15307 and 15308.

SECTION 3: SEVERABILITY. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held invalid by a court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases, be declared invalid.

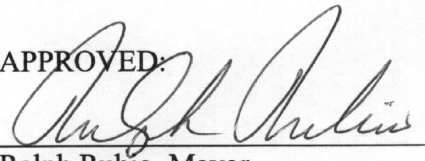
SECTION 4: EFFECTIVE DATE. This Ordinance shall become effective on the thirty-first day following its adoption.

INTRODUCED by the City Council of the City of Seaside on the 7th day of August 2014.

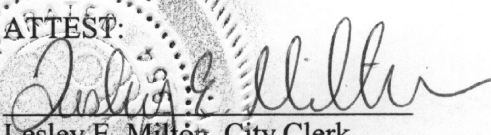
PASSED AND ADOPTED at a regular City Council meeting duly held on the 21st day of August, 2014 by the following vote:

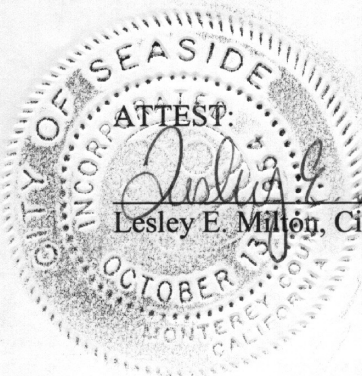
AYES: 5	COUNCIL MEMBERS	Alexander, Edwards, Oglesby, Pacheco, Rubio
NOES: 0	COUNCIL MEMBERS	None
ABSENT: 0	COUNCIL MEMBERS	None
ABSTAIN: 0	COUNCIL MEMBERS	None

APPROVED:


Ralph Rubio, Mayor

ATTEST:


Lesley E. Milton, City Clerk



OUTREACH DOCUMENTS

April 19, 2019
NOTICE OF INTENT FROM
ENVIRONMENTAL COMMISSION
TO
THE CITY COUNCIL



MEMORANDUM – ENVIRONMENTAL COMMITTEE

Date: April 9, 2019

To: Seaside City Council

From: City of Seaside Environmental Committee

Subject: Notice of Intent to Propose Amendments to Seaside Municipal Code, Chapter 8.60: Environmentally Preferable Food Packaging

Plastic from land pollutes the ocean at a rate of nearly 9 million tons per year (the equivalent of a dump truck per minute), impacting the health of marine wildlife and the cleanliness of our treasured coastline. The scope and scale of the problem prompted the State Water Board in 2015 to implement the “Trash Amendments,” requiring jurisdictions including Seaside to prevent the discharge of land-based waste to our ocean waters.

Over the past year, a wave of local coastal cities—including Monterey, Carmel-by-the-Sea and Santa Cruz—have adopted new policies to reduce common sources of plastic waste. Several other nearby cities, including Pacific Grove and Marina, are exploring similar measures. Local cities that restrict single-use plastic products (such as straws, utensils and beverage lids) are well positioned to attract more tourism as the Monterey County Convention & Visitors Bureau promotes eco-friendly destinations through its [Sustainable Moments](#) initiative.

During a regular meeting of the Seaside Environmental Committee on December 11, 2018, the committee voted to convene a working group to review and develop text amendments to the Seaside Municipal Code regarding environmentally preferable food packaging. Currently, the code requires all food providers within the city utilizing disposable food service ware to use “biodegradable, compostable or recyclable products, unless there is no affordable alternative available.” However, the city’s current definition of Disposable Food Service Ware excludes items such as plastic straws lids and utensils. The proposed amendments may include a requirement that all disposable food service ware provided within the city—including straws, lids and utensils—be compostable.

The working group first met in late December 2018 to begin reviewing the current code and drafting proposed amendments. For logistical reasons, including committee member turnover,

the process was stalled. The working group reconvened in March, delegated roles, and created a timeline to develop the proposed amendments. This process includes consultation of existing resources within the community, and bilingual community outreach with support from a group of CSU Monterey Bay Service Learning students. This outreach includes reaching out to businesses to understand how we can best support them through this ordinance and through implementation. Moreover, we want to make sure that the community as a whole understands the efforts and how they can support businesses.

The Environmental Committee intends to present the City Council with its proposal within the next several months.

Supported at a regular meeting of the Environmental Committee of the City of Seaside, State of California, on the 9th day of April 2019, by the following vote:

AYES: Raak, Molle, Abraham-Panni, Del Valle, Hawran, Murphy

NOES:

ABSENT:

ABSTAIN:


Lacey Raak, Chairperson

ATTEST:


Beth Rocha, Environmental Committee Staff Liaison / Associate Planner

**LETTERS (MAILING LABELS
INCLUDED) SENT TO RESTAURANT
DESIGNATED BUSINESSES ON
MAY 21, 2019
FOR THE JUNE 5TH AND 6TH
STAKEHOLDER MEETINGS**



CITY OF SEASIDE, ENVIRONMENTAL COMMITTEE

440 Harcourt Avenue
Seaside, CA 93955
www.ci.seaside.ca.us

Telephone 831-899-6707
Fax 831-718-8594

May 21, 2019

Dear Seaside business owner/ manager,

The Seaside Environmental Committee is proposing changes to the Seaside Municipal Code that could impact your business. The committee invites you, and all owners and managers of Seaside food service businesses, to learn about the proposed changes and to provide your feedback as a valued community stakeholder.

The Environmentally Preferable Packaging Ordinance Stakeholder Meeting will be held at two different times to encourage maximum participation by the decision-makers of Seaside's restaurants, bars and cafes. Both meetings will be held at **Seaside CREATES!, 656 Broadway Ave. / Obama Way.**

- **Wednesday, June 5, 5:30-6:30 PM**
- **Thursday, June 6, 12:00-1:00 PM**

Learn about the proposed Seaside Municipal Code amendments, which aim to transition all single-use food service ware to environmentally preferable alternatives. Hear from a local restaurant owner who has already adopted compostable materials. Get updates on the current state of waste management in Seaside and state-of-the-art composting facilities at Monterey Regional Waste Management District. Learn how to apply for financial incentives, including up to \$500 through the state Green Business Program.

Most importantly, please share your thoughts! We will administer a survey during the meeting to collect your input. The committee wishes to ensure that any new requirements will be balanced with the support needed for all affected businesses to comply and flourish, so that together we continue to improve Seaside for everyone..

Spanish translation services and light food and beverages will be provided.

Please RSVP by Monday, June 3 so that we can accommodate you: email brocha@ci.seaside.ca.us, or 831-899-6728, to confirm the names of people attending from your business.

Thank you-we look forward to your input!

Beth Rocha
Associate Planner and Staff Liaison to the Environmental Committee, City of Seaside



LA CIUDAD DE SEASIDE: EL COMITÉ DEL MEDIO AMBIENTE

440 Harcourt Avenue

Telefono 831-899-6707

Seaside, CA 93955

Fax 831-718-8594

www.ci.seaside.ca.us

21 de Mayo de 2019

Estimado dueño o manager de un negocio en la ciudad de Seaside,

El comité de medio ambiente en Seaside está proponiendo cambios en el Código Municipal de Seaside que puede impactar su negocio. El comité los invita, y a todos los dueños y managers de los negocios de servicios alimentos en Seaside, a aprender de los cambios propuestos y darles una oportunidad de darnos su opinión como un valioso miembro de la comunidad.

La junta sobre la ordenanza "Environmentally Preferable Packaging Ordinance" será en dos ocasiones para que podamos tener el máximo participación de las personas que toman decisiones en los restaurantes, bares, y cafés de la ciudad de Seaside. Las dos juntas serán en **Seaside CREATES! 656 Broadway Ave. / Obama Way**

- **Miércoles, 5 de Junio a las 5:30-6:30 de la tarde**
- **Jueves, 6 de Junio a las 12:00-1:00 de la tarde**

Van a poder aprender más de los cambios propuestos a el código municipal de Seaside, que tiene como objetivo la transición de todos los productos de uso individual para servicios de alimentos a alternativos que son más preferibles para el medio ambiente. Van a poder escuchar de un dueño de restaurante que ya ha hecho el cambio a materiales orgánicos. Van a poder obtener una actualización del estado actual del tratamiento de residuos en Seaside y lo último en los servicios orgánicos en el Monterey Regional Waste Management District. También aprende más sobre cómo puedes aplicar para incentivos económicos, hasta \$500 con el programa del estado que se llama Green Business Program.

Y lo más importante es que comparten su opinión. Vamos a tomar una encuesta durante la junta para coleccionar su opinión. El comité espera que los nuevos requisitos están balanceados con el apoyo necesitado para que todos los negocios afectados puedan cumplir y prosperar, para que juntos podamos mejorar la ciudad Seaside para todos.

Habrà Servicios de traducción en español, comida y bebida

Favor de RSVP para Lunes, 3 de Junio para saber cómo para que podamos acomodar: mandar un mensaje electrónico a brocha@ci.seaside.ca.us (831-899-6728) para confirmar los nombres de las personas que van atender de su negocio.

¡Muchas Gracias- esperamos su aporte!

Sinceramente,

Beth Rocha

Associate Planner and Staff Liaison to the Environmental Committee, City of Seaside

**FLYERS DELIVERED TO APPROXIMATELY
40 RESTAURANT DESIGNATED
BUSINESSES BEFORE THE JUNE 5TH AND
6TH STAKEHOLDER MEETINGS**

AVIANDS LLC
775 WOODLANDS PARKWAY SUITE 100
RIDGELAND, MS 391570000

BALDEMIROS TACO SHOP
2008 FREMONT BOULEVARD
SEASIDE, CA 939550000

BLAZIN WINGS INC
5500 WAYZATA BLVD SUITE 1600
MINNEAPOLIS, MN 554160000

CHILIS GRILL AND BAR (#970)
6820 LBJ FREEWAY
DALLAS, TX 752400000

D&JS NEW ERA INC
1153 FREMONT BOULEVARD
SEASIDE, CA 939550000

EL MIGUELENO RESTAURANT
1066 BROADWAY AVE
SEASIDE, CA 939550000

FISHWIFE SEAFOOD RESTAURANT
1996 1/2 SUNSET DR
PACIFIC GROVE, CA 939500000

HATTAR HATTAR
456 SLOAT AVENUE
MONTEREY, CA 939400000

ISHAR INVESTMENTS INC
25 EAST AIRWAY BOULEVARD
LIVERMORE, CA 945510000

JS MEXICAN FOOD INC
1612 CONTRA COSTA STREET
SEASIDE, CA 939550000

AVIANDS LLC
775 WOODLANDS PARKWAY SUITE 100
RIDGELAND, MS 391570000

BELGA LLC
8700 CARMEL VALLEY ROAD
CARMEL, CA 939230000

BREAKFAST CLUB THE
1130 FREMONT BOULEVARD SUITE 201
SEASIDE, CA 939550000

CHOPSTIX RESTAURANT
482 LARSON COURT
MARINA, CA 939330000

DEKATI YOUNG II INC
17451 AVENIDA LOS ALTOS
SALINAS, CA 939070000

EMBASSY SUITES MONTEREY BAY
12735 MORRIS ROAD EXTENSION SUITE
400
ALPHARETTA, GA 300040000

GARY BECKY VICK INC
40 WINHAM STREET
SALINAS, CA 939010000

ICHI RIKI JAPANESE RESTAURANT
1603 DEL MONTE BLVD
SEASIDE, CA 939554211

ISHAR INVESTMENTS INC
23 EAST AIRWAY BOULEVARD
LIVERMORE, CA 945510000

KENTUCKY FRIED CHICKEN
PO BOX 340
CAPITOLA, CA 950100000

BAAN THAI RESTAURANT
1760 FREMONT BOULEVARD SUITE F1
SEASIDE, CA 939550000

BERRELLEZA ALEJANDRA AND BENITO
1136 AMADOR AVENUE
SEASIDE, CA 939550000

BROOKS MICHELLE
PO BOX 681
MARINA, CA 939330000

CHURCHS CHICKEN #187
255 EAST PACES FERRY ROAD SUITE
300
ATLANTA, GA 303050000

DEL MONTE CAFE
1642 DEL MONTE BLVD
SEASIDE, CA 939550000

FERDIS RESTAURANT & DELI
740 BROADWAY AVE
SEASIDE, CA 939550000

GOOD GUYS PIZZA LLC
7220 WINDSOR DRIVE
ALLENTOWN, PA 181060000

IN N OUT BURGERS
4199 CAMPUS DRIVE
IRVINE, CA 926120000

JIM'S RESTAURANT
1584 DEL MONTE BOULEVARD
SEASIDE, CA 939554238

LA TORTUGA RESTAURANT
1624 MARIETTA STREET
SEASIDE, CA 939550000

MALLORY DAVID
1107 FREMONT BOULEVARD
SEASIDE, CA 939550000

NA HYEON MI
391 OCEAN VIEW COURT
MARINA, CA 939330000

ORIENT EXPRESS
1884 FREMONT BOULEVARD
SEASIDE, CA 939550000

PANDA EXPRESS #981
1683 WALNUT GROVE AVE
ROSEMEAD, CA 917700000

REYES ROSA
1646 FREMONT BOULEVARD
SEASIDE, CA 939550000

STAMMTISCH
1204 ECHO AVE SUITE C
SEASIDE, CA 939550000

TACOS CALIFORNIA GRILL
400 PALM AVENUE
SEASIDE, CA 939550000

TURTLE BAY TAQUERIA
1301 FREMONT BOULEVARD
SEASIDE, CA 939550000

ZHU WEI NENG
794 ARCHER STREET
SALINAS, CA 939010000

MARISCOS PUERTO NUEVO INC
580 BROADWAY AVENUE
SEASIDE, CA 939550000

NGUYEN MIKEY T
1988 FREMONT BOULEVARD
SEASIDE, CA 939550000

OVEN PIZZERIA & BAKERY THE
720 BROADWAY AVENUE
SEASIDE, CA 939550000

PAPA CHEVOS TACO SHOP 1 LLC
1760 FREMONT BOULEVARD SUITE A2
SEASIDE, CA 939550000

ROJAS SELENE
1732 FREMONT BOULEVARD
SEASIDE, CA 939550000

STARBUCKS CORPORATION
PO BOX 34442
SEATTLE, WA 981241442

THE ORIENT RESTAURANT
1760 FREMONT BOULEVARD SUITE #C2
SEASIDE, CA 939330000

WENWEST INC
495 ELDER AVENUE SUITE 3
SAND CITY, CA 939550000

MYO PURE FROZEN YOGURT INC
491 ALVARADO STREET
MONTEREY, CA 939400000

NOODLE BAR
1944 FREMONT BLVD
SEASIDE, CA 939550000

P&D FOOD SERVICES LLC
1901 FREMONT BOULEVARD
SEASIDE , CA 939550000

REDS DONUTS INC
1646 FREMONT BLVD
SEASIDE, CA 939550000

S J ERIKS LLC
PO BOX 222432
CARMEL, CA 939220000

SWEET ELENAS INC
465 OLYMPIA
SAND CITY, CA 939550000

TILT HOUSE LLC
550 WAVE STREET SUITE 5
MONTEREY, CA 939400000

WOO & WON INC
1760 FREMONT BOULEVARD SUITE H4
SEASIDE, CA 939550000



The City of Seaside wants to hear from you!



As valued business owners we want you to know about proposed changes to Seaside's Environmentally Preferable Packaging Ordinance that may affect your business. This is also your opportunity to provide feedback.

- Hear from a local restaurant owner who has already adopted compostable materials
- Get updates on the current state of waste management in Seaside and state-of-the-art composting facilities at Monterey Regional Waste Management District
- Learn how to apply for financial incentives, including up to \$500 through the state Green Business Program

WHEN: Wednesday, June 5, 5:30-6:30 PM

Thursday, June 6, 12:00-1:00 PM

WHERE: Seaside CREATES! 656 Broadway Ave. / Obama Way

Spanish translation services and light food and beverages will be provided.

Please RSVP by Monday, June 3 so that we can accommodate you: email brocha@ci.seaside.ca.us to confirm the names of people attending from your business.





¡Nos gustaría saber su opinión!

Como valiosos miembro de la comunidad, queremos que sepan más de los cambios propuestos al código municipal de Seaside que se llama "Environmentally Preferable Packaging Ordinance" que puede afectar a su negocio. Esta será su oportunidad de darnos su opinión.



- Van a poder escuchar de un dueño de restaurante que ya ha hecho el cambio a materiales orgánicos
- Van a poder obtener una actualización del estado actual del tratamiento de residuos en Seaside y lo último en los servicios orgánicos en el Monterey Regional Waste Management District.
- Learn how to apply for financial incentives, including up to \$500 through the state Green Business Program
- También aprende más sobre cómo puedes aplicar para incentivos económicos, hasta \$500 con el programa del estado que se llama Green Business Program

CUANDO: Miércoles, 5 de Junio a las 5:30-6:30 de la tarde

Jueves, 6 de Junio a las 12:00-1:00 de la tarde

DONDE: Seaside CREATES! 656 Broadway Ave. / Obama Way

Habrá servicios de traducción en español, comida y bebida

Favor de RSVP para Lunes, 3 de Junio para saber cómo para que podamos acomodar: mandar un mensaje electrónico a brocha@ci.seaside.ca.us para confirmar los nombres de las personas que van atender de su negocio.



**ENVIRONMENTAL
COMMITTEE**



**SURVEYS CONDUCTED AT THE
JUNE 5TH AND 6TH
STAKEHOLDER MEETINGS**

Survey questions/Preguntas

Do you place "To-Go" orders in a plastic bag? ¿Pones tus ordenes para llevar en una bolsa de plástico?

- A. Yes/ Si
- B. No

Do you offer environmentally preferable products (EPP) now? I.e.compostables, paper or reusable ¿Ofreces productos de uso individual que son bien para el medio ambiente? por ejemplo orgánicos, paper o reusables

- A. Yes/ Si
- B. No

If yes, what motivates you to provide Environmentally Preferable Products for to-go ware? (select 2) Si respondiste si, ¿Que te motiva a usar productos de uso individual que son bien para el medio ambiente en su restaurante?

- A. Reducing litter/reducir la basura
- B. Reducing impact on the Monterey Bay/reducir el impacto en la bahía de Monterey
- C. Reducing plastic/reducir plástico
- D. Community betterment/Mejorar la comunidad
- E. Customer interest/lo que mis clientes quieren
- F. Ability to market as an environmentally aware business/La habilidad de poder promoción como un negocio que es consciente del medio ambiente

Do you think sustainable packaging would attract new customers? ¿Piensas que si usas productos de uso individual que son bien para el medio ambiente atraerás más clientes?

- A. Yes/Si
- B. No

Does your current packaging supplier offer sustainable packaging options?

- A. Yes
- B. No
- C. I do not know

Do you allow customers to bring in their own reusable containers? ¿Dejas que sus clientes traigan sus propios contenedores?

- A. Yes, If they use them for leftovers at the table/Si, si los usan para lo que les sobra en la mesa
- B. Yes, I will fill a re-usable container for a customer for a to-go order/Si para ordenes de llevar
- C. No

If your answer was no, why not? Si respondiste no, ¿ porque ? _____

Would allowing customers to bring reusable containers for their orders reduce cost for your business? ¿Si les dejas a sus clientes traer su propio contenedor, piensas que tu costo bajaría para tu negocio?

- A. Yes/Si
- B. No

What are the biggest challenges you anticipate with offering environmental packaging products? ¿Cuales son los más retos que tienes que te impiden participar y ofrecer productos que son bien para el medio ambiente? (select 2/selecciona dos)

- A. Cost/Costo
- B. Lack of collection for productions (ie no compost bins)/No hay donde coleccionar estos productos
- C. Not knowing where to purchase the correct products/No se donde comprar estos productos
- D. Customer dissatisfaction with products./ No pienso que mis clientes les gustaria
- E. Other _____

How do you think the proposed Environmental Preferable Packaging ordinance amendments will impact you? ¿Como piensas que estos cambios de van a afectar?

1 Not much at all - I am already using compostable materials and ready to comply/No mucho- ya uso estos productos

2 Somewhat - I will have to make some changes, but think I can find the resources /Mas o menos-tengo unos retos pero creo que lo puedo hacer

3 Dramatically - This is completely out-of-line with my business practice and I will have to incur serious expense or time costs to comply/Mucho-No lo puedo hacer en mi negocio

Would you prefer that the ordinance require collection of a fee from any customer requesting take-out containers or other disposable food service ware? ¿Prefieres que el código municipal tenga requisito de un cargo para los clientes que pidan estos productos para llevar?

- A. Yes/Si
- B. No

Would it be equally effective if you have the option to collect a fee, but are not required to do so by the ordinance? ¿Seria lo mismo si ustedes como dueños tienen esta opción pero no es un requisito?

- A. Yes/Si
- B. No

What support would be most valuable to you in transitioning to EPP? ¿Que ayuda es la mas valiosa para usted en esta transición?

- A. Micro-grant/Ayuda economica
- B. Compost collection support (bins, etc.)/cómo coleccionar los orgánicos
- C. A person to contact with questions/una persona para guiarme
- D. Other/Otro

Rate your level of understanding of the new state-level requirements for waste diversion related to your restaurant./ Entiendes el nuevo código del estado y los requisitos para el desviacion de residuos

1 Very Clear - I know what will happen and when and I have a plan to respond/Si se lo que está pasando y tengo un plan para responder en mi negocio

2 Generally Understood - I know about what is happening, but do not yet have a plan/Mas o menos- se lo que está pasando pero no tengo un plan

3 New information - This is the first time I have heard of the issue/Necesito mas informacion- esta es la primera vez que e escuchado esto

Would you consider adding a compost bin next to your current trash receptacle? ¿Consideras tener un bote para tus orgánicos donde tienes tu bote de basura?

- A. Yes/Si
- B. No

Do you currently allow customers to recycle on site? ¿Tienes contenedores de reciclaje?

- A. No. We only have trash collection/Nadamas tenemos para basura
- B. Yes/Si

Do you believe the Green Business Program would provide the support needed to transition to using EPP in your business? ¿Piensas que Green Business Program te dará el soporte que necesitas para esta transición para tu negocio ?

- A. Yes/Si
- B. No

Please visit the resource table to get more information about how to register for the Green Business Program and qualify for a \$500 incentive for your business to adopt energy and water efficient practices!

Favor de visita la mesa para obtener más información y cómo registrarte para Green Business Program te podemos dar un incentivo económico de 500 dolares para tu negocio.

**LETTERS (MAILING LABELS INCLUDED)
SENT TO 198 BUSINESSES ON
NOVEMBER 26, 2019
REGARDING THE LOCATION OF THE
PROPOSED DRAFT ORDINANCE ON THE
CITY WEBSITE**



November 26, 2019

Dear Seaside Neighbor and Business Owner,

In an effort to promote community pride and address the threats facing our marine and terrestrial ecosystems, the City of Seaside Environmental Commission is proposing a revision to the Environmentally Preferable Food Packaging ordinance (Municipal Code 8.60). The proposed amendment would be renamed the Priority-Impact Plastic Pollution Prevention Policy.

The intent of the policy is to address the packaging waste associated with to-go ware in the food service industry and to address sources of pollution impacting our streets and water systems. This may affect your business, and we want to work with you to ensure the policy is both smart for our environment as well as for our local economy. As a brief overview, the policy includes the following:

- Restricts small hospitality plastic containers (shampoo bottles, etc.) to 10oz or greater;
- Restricts the use of balloons for business promotion, advertising or during special events. For businesses selling balloons, it will require education materials to be provided on the impact of balloons and how to properly dispose of them;
- Styrofoam – restricts the sale of expanded polystyrene plates, bowls, cups, etc.;
- Limits to-go ware and single-use food service ware to recyclable or compostable options.
- Re-affirms Assembly Bill 619, which provides information on allowing customers to bring their own reusable to-go ware.

In addition to the distribution and use of these products, the policy also aims to reduce the amount of litter in our community. It amends Municipal Code 8.62, requiring all businesses to complete litter pick-up on the business property, including parking lots, at least once a day.

A draft of the current policy can be found (<https://www.ci.seaside.ca.us/DocumentCenter/View/10080/111219-Draft-Environmental-Ordinance>). Hard copies are available at City Hall and Seaside Creates. You can submit comments electronically to the City Clerk (EnvironmentalCommittee@seaside.ci.us). Please provide comments by January 23, 2020. Thank you for your time.

Sincerely,

Lacey Raak
Chair, Seaside Environmental Commission

On behalf of the Seaside Environmental Commission
Kristin Molle - Vice Chair
Kera Abraham Panni
Lori Bala
Mariana Del Valle Prieto Cervantes
Jeremey Hawran
Laura Murphy



26 de noviembre del 2019

Queridos vecinos y dueños de negocios,

En un esfuerzo para promover el orgullo comunitario y para trabajar contra las amenazas que está afectando a ecosistemas marinos y en el planeta tierra, la Comisión ambiental de la Ciudad de Seaside está proponiendo la revisión de código llamado "Environmentally Preferable Packaging Ordinance" (código municipal 8.60). La enmienda propuesta se llamaría "Priority-Impact Plastic Pollution Prevention Policy".

La intención de esta política es para enfrentar los residuos de envases asociados con los productos que se usan en la industria de servicios de alimentos y para enfrentar las fuentes de contaminación que está impactando a nuestras calles y sistemas de agua. Esto puede impactar un negocio, y queremos trabajar con usted para asegurar que la política es buena para nuestro medio ambiente y también para nuestra economía (esto incluye un negocio y las personas que hacen sus compras y visitan la ciudad de Seaside). Una breve descripción de la política incluye:

- Limitar los contenedores de plástico en la industria de hospitalidad (botellas de champú, etc.) a 10 oz o más.
- Limitar el uso de globos en la promoción de negocios, publicidad y durante eventos especiales. Para los negocios que venden globos, se requerirá proveer materiales de educación sobre el impacto de globos en el medio ambiente y cómo desechar correctamente.
- Poliestireno- limitar la venta de platos hechos de poliestireno, vasos, etc.
- Limitar los productos de solo un uso en la industria de alimentos a que sean reciclables o para composta.

Además de la distribución y el uso de estos productos, la política también tiene como objetivo reducir la cantidad de basura en la comunidad. Modifica el código municipal 8.62, requiriendo que todos los negocios hagan una recolección de basura en las calles y en los estacionamientos una vez al día o después de cada turno.

Un borrador de la política más reciente se puede encontrar

(<https://www.ci.seaside.ca.us/DocumentCenter/View/10080/111219-Draft-Environmental-Ordinance>). Si gusta una copia, están disponibles en el ayuntamiento de la ciudad de Seaside y en las oficinas de Seaside Creates. Pueden hacer comentarios electrónicamente a la Secretaria Municipal (EnvironmentalCommittee@seaside.ci.us). Por favor de enviar sus comentarios antes del 23 de enero del 2020.

Muchas gracias por su tiempo,

Lacey Raak

Chair, Comisión Ambiental de Seaside

En nombre de la Comisión Ambiental de Seaside

Kristin Molle - Vice Chair

Kera Abraham Panni

Lori Bala

Mariana Del Valle Prieto Cervantes

Jeremey Hawran

Laura Murphy

680 BROADWAY MASTER LLC
NATHAN SHAMAN
1028 BUENOS AVE
SAN DIEGO, CA, 92110

7-ELEVEN STORE 2368-18057D
CYNTHIA PLUTO
PO BOX 219088
DALLAS, TX, 75221-9088

7-ELEVEN STORE 2368-29737B
CYNTHIA PLUTO
PO BOX 219088
DALLAS, TX, 75221-9088

A STROUSE & SON GLASS INC
1333 FREMONT BLVD
SEASIDE, CA, 93955-4801

ACME COFFEE ROASTING COMPANY
LARRY JACKIE THURMAN (OWNERS)
485 B PALM AVE
SEASIDE, CA, 93955

AMERICAN SUPPLY COMPANY
CAROLYN 831
PO BOX 2026
SALINAS, CA, 93902

AMKOR PETROLEUM II INC
MATT WEILER
1898 FREMONT BLVD
SEASIDE, CA, 93955-3611

AMKOR PETROLEUM INC
LYALL WEILER
1550 FREMONT VLVD
SEASIDE, CA, 93955-4318

ANDERSON SHANE
SHANE ANDERSON
1298 TRINITY AVENUE
SEASIDE, CA, 93955

ANY AUTO BROKERS
TY HAVAS
1676 FREMONT BLVD SUITE A
SEASIDE, CA, 93955

AVIANDS LLC
DIVINA GRAYSON
775 WOODLANDS PARKWAY SUITE 100
RIDGELAND, MS, 39157

BAAN THAI RESTAURANT
SOPHIT SOMBOONSARN
1760 FREMONT BLVD SUITE F1
SEASIDE, CA, 93955

BALDEMIROS TACO SHOP
BALDEMIRO DIAZ
2008 FREMONT BLVD
SEASIDE, CA, 93955

BAR LC
LORI CONWAY
1523 FREMONT BLVD
SEASIDE, CA, 93955

BEAUTY SYSTEMS GROUP LLC
MELISSA LASALLE
PO BOX 90220
DENTON, TX, 76202-0220

BEIHADHI FARAH
FARA BEIHAGHI
PO BOX 219088
DALLAS, TX, 75221

BEST DABO INC
MYUNG KIM 831-442-2195
1250 FREMONT BOULEVARD
SEASIDE, CA, 93955

BLAZIN WINGS INC
JULIE POTTER
5500 WAYZATA BLVD STE 1250
MINNEAPOLIS, MN, 55416-1281

BMW OF MONTEREY
RORY TOSH
150 NORTH BARTLETT STREET
MEDFORD, OR, 97501

BOOTH ROBERT WILLIAM
ROBERT BOOTH
1644 LUXTON STREET
SEASIDE, CA, 93955

BORGIA & ASSOCIATES LLC
BRIAN BORGIA
5015 BEACH WOOD DRIVE
SEASIDE, CA, 93955

BRADFORD TAL
TAL BRADFORD
1184 AMADOR
SEASIDE, CA, 93955

BREAKFAST CLUB THE
BETH MORRISON
1130 FREMONT BOULEVARD SUITE
#201
SEASIDE, CA, 93955

BRISENOS GENERAL SERVICES LLC
MYRIAN ARANA
1624 MARSHFIELD COURT
SALINAS, CA, 93906

BUILT-IN DISTRIBUTORS
ROGER PELLETS
PO BOX 524
SEASIDE, CA, 93955

BURKS ALEXANDRA
ALEXANDRA BURKS
1590 ANCON STREET
SEASIDE, CA, 93955

CALVERT MARY
MARY CALVERT
1361 DARWIN STREET
SEASIDE, CA, 93955

CARDINALE NISSAN INC
TERESA FOUNTAIN
2 HEITZINGER PLAZA
SEASIDE, CA, 93955

CARDINALE OLDS GMC TRUCK INC
TERESA FOUNTAIN
2 HEITZINGER PLAZA
SEASIDE, CA, 93955

CARDINALE OLDSMOBILE GMC TRUCK
TERESA FOUNTAIN
2 HEITZINGER PLAZA
SEASIDE, CA, 93955

CARDINALWAY USED CARS
CARDINALE TOM
2 HEITZINGER PLAZA
SEASIDE, CA, 93955

CELLULAR POINT
8319158472
1280 FREMONT BLVD
SEASIDE, CA, 93955

CHILIS GRILL AND BAR #970
CHRISTOPHER GREEN
3000 OLYMPUS
DALLAS, TX, 75019

COMMISSARY FURNITURE
PO BOX 125
SEASIDE, CA, 93955

CONSOLI TAMMY
TAMMY CONSOLI
PO BOX 998
SEASIDE, CA, 93955

COST PLUS WORLD MARKET
NGUYEN PHU
1201 MARINA VILLAGE PARKWAY
ALAMEDA, CA, 94501

CR WEST LLC
PAM ALAGA
1020 AUTO CENTER PARKWAY
SEASIDE, CA, 93955

CYPRESS COAST FORD-LINCOLN
NANCY
PO BOX 70
SEASIDE, CA, 93955

CYPRESS COAST MAZDA SUBARU
D EGENSE
PO BOX 70
SEASIDE, CA, 93955

DEL MONTE CAFE
MANUEL AVILES
1642 DEL MONTE BLVD
SEASIDE, CA, 93955

DEL REY SUPPLY
JANICE .
575 CHARLES AVE
SEASIDE, CA, 93955

DISCOTECA EXITOS DE AMERICA
MARCELINO ISIDRO
845 BROADWAY AVE
SEASIDE, CA, 93955

DOLLAR TREE STORES #2183
JULIE WHITE
ATTN: BUSINESS LICENSING DEPT
CHESAPEAKE, VA, 23320

EL CAMINO MOTORS LLC
HENRY ROJAS
9372 WILSHIRE BOULEVARD
BEVERLY HILLS, CA, 90212

EL MIGUELENO RESTAURANT
MAGIN OWNER 831 899 2199
1066 BROADWAY AVE
SEASIDE, CA, 93955

ELGENDY TAREK
TAREK ELGENDY
4705 SEA RIDGE COURT
SEASIDE, CA, 93955

FASTENAL COMPANY
ANDREW DALY
PO BOX 1206
WINONA, MN, 55987

FAUMUINA EZE UCHENNA
UCHENNA FAUMVINA-EZE
201 ROME RD
SEASIDE, CA, 93955-6387

FERGUSON ENTERPRISES INC
EVA UNKNOWN
PO BOX 2778
NEWPORT NEWS, VA, 23609-0778

FILIPINAS MARKET
MELCHOR AGUILAR
1760 FREMONT BLVD
SEASIDE, CA, 93955

FILIPINO INDIAN SUPERMARKET
CELITA SINGH
1914 FREMONT BLVD
SEASIDE, CA, 93955

FINISH LINE THE INC
HUGH RUTHVEN
345 EAST RUSSELL STREET
BARRINGTON, IL, 60010

FISHWIFE SEAFOOD RESTAURANT
CHEFS INC
1996 1/2 SUNSET DR
PACIFIC GROVE, CA, 93950

FOOD CORNER MARKET
ELIAS CHEHADA
PO BOX 227
REDWOOD VALLEY, CA, 95482

FOSTER DAIRY FARMS
DONNA HOGSDEN
529 KANSAS AVENUE
MODESTO, CA, 95351

FRUZYNA ALEKSANDRA
ALEKSANDRA FRUZYNA
3555 EDGEFIELD PLACE
CARMEL, CA, 93923

GAS N SAVE / PDQ MINI MART
VI DUONG
2000 DEL MONTE BLVD
SEASIDE, CA, 93955

GEORIS DAMIEN
AMY HUNTINGTON
675 HARCOURT AVE
SEASIDE, CA, 93955-4711

GOLF MART #850
CHRISTINE
1430 S VILLAGE WAY STE #T
SANTA ANA, CA, 92705

GOOD GUYS PIZZA LLC
ARMEN SEDRAK
7220 WINDSOR DRIVE
ALLENTOWN, PA, 18106

GRANITE ROCK COMPANY
ANGELIA SJOBECK
PO BOX 50001
WATSONVILLE, CA, 95077-5001

GRAY LOGAN
LOGAN GRAY
PO BOX 25537
PORTLAND, OR, 97225

HADEM INC
KATIJA HAZEM
1130 FREMONT BLVD
SEASIDE, CA, 93955

HERTZ CORPORATION
SUSAN WANG
PO BOX 8000
MONSEY, NY, 10952

HOME DEPOT #6967
LISA CARCIONE
PO BOX 105465
ATLANTA, GA, 30348

HUNT INVESTMENT HOLDINGS LLC
DANIEL HUNT
1047 RIPPLE AVENUE
PACIFIC GROVE, CA, 93950

ICHI RIKI JAPANESE RESTAURANT
PAUL ICHIUJI
1603 DEL MONTE BLVD
SEASIDE, CA, 93955-4211

IN N OUT BURGERS
KIMI ROSE
4199 CAMPUS DRIVE
IRVINE, CA, 92612

ISHAR INVESTMENTS INC
KATHY MCCALLEY
25 EAST AIRWAY BOULEVARD
LIVERMORE, CA, 94551

JACK IN THE BOX #454
COLLEEN JACKSON
3550 MOWRY AVE #301
FREMONT, CA, 94538

JAGUAR LAND ROVER MONTEREY
JENNIFER JOHNSON
1711 DEL MONTE BLVD
SEASIDE, CA, 93955

JAMESGAIL INC
KU HONG
1949 FREMONT BOULEVARD
SEASIDE, CA, 93955

JAVIER RACIEL GARCIA
RACIEL JAVIER
1198 BROADWAY AVE SP A
SEASIDE, CA, 93955

JIMENEZ FASHION
VICENTE HERNANDEZ
1034 BROADWAY AVE
SEASIDE, CA, 93955

JIMENEZ OMAR
OMAR JIMENEZ
1756 LOWELL ST
SEASIDE, CA, 93955

JIMENEZ OMAR
OMAR JIMENEZ
1756 LOWELL ST
SEASIDE, CA, 93955

JIM'S RESTAURANT
LE MEI
1584 DEL MONTE BOULEVARD
SEASIDE, CA, 93955-4238

JMA RESIDENTIALS
MANUEL MANSOW
4282 BAY CREST CIRCLE
SEASIDE, CA, 93955

JONES KENNETH CHARLES
KENNETH JONES
5053 REYNOLDS WAY
GROVETOWN, GA, 30813

JS MEXICAN FOOD INC
GREGORIO MALDONADO
1612 CONTRA COSTA STREET
SEASIDE, CA, 93955

KELLY MOORE PAINT CO INC
RUSS JONES
987 COMMERCIAL ST
SAN CARLOS, CA, 94070

KENTUCKY FRIED CHICKEN
FREDERIC BAKER
PO BOX 340
CAPITOLA, CA, 95010

KIMS ORIENTAL MARKET
THOMAS MOBLEY
406 MILRAY COURT
MARINA, CA, 93933

KING SUSANNE
SUSANNE KING
4270 PENINSULA POINT DRIVE
SEASIDE, CA, 93955

KITCHEN STUDIO OF MONTEREY
PENINSULA INC
JULIA CLARK
1096 CANYON DEL REY BLVD
SEASIDE, CA, 93955

KNUDSON JANET
JANET KNUDSON
1613 MARIETTA STREET
SEASIDE, CA, 93955

LA CHIQUITA MARKET INC
ARTURO CORRES
1482 FREEMONT BOULEVARD
SEASIDE, CA, 93955

LA MICHOCACANA-CART #14
MIGUEL CASTRO
2185 N MAIN ST #4
SALINAS, CA, 93906

LA MICHOCACANA-CART#6
831 424
2185 N MAIN ST #4
SALINAS, CA, 93901

LA MICHOCACANA-CART #15
MIGUEL JOSE MICHOCACANA
2185 M MAIN ST #4
SALINAS, CA, 93906

LA MORENITA TORTILLERIA AND MEAT
MKT
SOFIA MAGANA
1876 FREMONT BLVD
SEASIDE, CA, 93955

LA PRECIOSA CARNICERIA
RODOLFO MORALES
1220 BROADWAY AVE
SEASIDE, CA, 93955

LA PRECIOSA FAMILY SUPERMARKET
AHMED ALI
1220 BROADWAY AVE
SEASIDE, CA, 93955

LA TORTUGA TORTERIA
LUIS VASQUEZ
1624 MARIETTA STREET
SEASIDE, CA, 93955

LEWIS SUSAN A
SUSAN LEWIS
1008 OLYMPIC LANE
SEASIDE, CA, 93955

LITHIA SEA P INC
RORY TOSH
150 NORTH BARTLETT
MEDFORD, OR, 97501

LUCIDO CECELIA
CECELIA LUCIDO
1148 WARING STREET
SEASIDE, CA, 93955

M&E
FEDERICK ORTIZ RODRIGUEZ
1661 NICHEBUENA STREET
SEASIDE, CA, 93955

MACHIKO TILE MARBLE
RAY CHARFAUROS
1314 FREMONT BOULEVARD
SEASIDE, CA, 93955

MAERKER WOLFGANG
WOLFGANG MAERKER
1291 WANDA AVENUE
SEASIDE, CA, 93955

MAGIC CARPET LODGE
DAWN GODWIN
1875 FREMONT BLVD
SEASIDE, CA, 93955

MAGIC CARPET LODGE
DAWN GODWIN
1875 FREMONT BLVD
SEASIDE, CA, 93955

MALLORY DAVID
MARIO MANAGER
1107 FREMONT BOULEVARD
SEASIDE, CA, 93955

MALS MARKET
DENNIS VOLK
1264 NOCHE BUENA ST
SEASIDE, CA, 93955

MARIA FASHION
MARIA VALLADARES
1490 FREMONT BLVD
SEASIDE, CA, 93955

MARISCOS PUERTO NUEVO INC
ANTONIA GARCIA
580 BROADWAY AVE
SEASIDE, CA, 93955

MARTIN VANESSA
VANESSA MARTIN
PO BOX 1487
MONTEREY, CA, 93942

MARTINEZ JUAN ROBLES
JUAN MARTINEZ
1022 BROADWAY AVENUE
SEASIDE, CA, 93955

MARTINEZ MARIA ESPERANZA FLORES
MARIA ESPERANZA FLORES MARTINEZ
1534 REMONT BOULEVARD SUITE C
SEASIDE, CA, 93955

MAYNEZ MARTHA
MARTHA MAYNEZ
1460 LUXTON STREET
SEASIDE, CA, 93955

MCALARY BRENDAN MCALARY GRETA
BRENDAN MCALARY
PO BOX 2067
MONTEREY, CA, 93940

MCALARY BRENDAN MCALARY GRETA
BRENDAN MCALARY
PO BOX 2067
MONTEREY, CA, 93940

MELEHANI SUZAN
SUZAN MELEHANI
4710 SEA RIDGE COURT
SEASIDE, CA, 93955

MI TIERRA MERCADO Y CARNICERIA
APPLICANT
1000 BROADWAY AVENUE
SEASIDE, CA, 93955

MILLERS CARPET ONE
SHARON MILLER
1168 FREMONT BOULEVARD
SEASIDE, CA, 93955

MONTEREY HALAL MARKET INC
MIKE BAYROUTI
PO BOX 2432
SEASIDE, CA, 93955

MSM SALES & DISTRIBUTION INC
PAM MANAS
PO BOX 1571
CARMEL VALLEY, CA, 93924

MY CANDY HOUSE
MARIA MARTINEZ
1266 FREMONT BOULEVARD
SEASIDE, CA, 93955

MYO PURE FROZEN YOGURT
MOLLY MEYER
840 BROADWAY AVENUE B5
SEASIDE, CA, 93955

NATALE LINDA CIANDRO COOKIE
LINDA NATALE
5 HEATHER COURT
SEASIDE, CA, 93955

NATIONS MARKET
IKRAM KHAN
4110 PENINSULA POINT DRIVE
SEASIDE, CA, 93955

NEMRI FARIS
FARIS NEMRI
1112 PRESIDIO ROAD
PEBBLE BEACH, CA, 93953

NOODLE BAR
APPLICANT
1944 FREMONT BLVD
SEASIDE, CA, 93955

OLYMPIA BEAUTY SUPPLY & SALON
YNG LEE
1760 FREMONT BLVD STE #H1
SEASIDE, CA, 93955-3615

ON POINT ENGINEERING INC
NIKOLAUS KIOS
PO BOX 26465
FRESNO, CA, 93729

OREILLY AUTO PARTS 3503
BRANDY
PO BOX 9167
SPRINGFIELD, MO, 65801

ORIENT EXPRESS
JONG YUN
1884 FREMONT BOULEVARD
SEASIDE, CA, 93955

OTIS AUTO SALES
OTIS EVERSON
1286 FREMONT BLVD
SEASIDE, CA, 93955

OUTDOOR WORLD
CHRIS THOMAS
7 HANGER WAY SUITE A
WATSONVILLE, CA, 95076

OVEN PIZZERIA & BAKERY THE
DAVID RODRIGUEZ
720 BROADWAY AVENUE
SEASIDE, CA, 93955

P&D FOOD SERVICES LLC
DENIS BEARO
1901 FREMONT BOULEVARD
SEASIDE, CA, 93955

PANDA EXPRESS #981
LINDA CHAU
1683 WALNUT GROVE AVE
ROSEMEAD, CA, 91770

PAPA CHEVOS TACO SHOP 1 LLC
LUPE .
1760 FREMONT BOULEVARD SUITE A2
SEASIDE, CA, 93955

PAREDES LEONARDO
LEONARDO PAREDES
1049 BROADWAY AVENUE
SEASIDE, CA, 93933

PEN WELDING & MEDICAL SUPPLY
CYNTHIA KOEHNE
785 HARCOURT AVE
SEASIDE, CA, 93955

PENINSULA AUTOMOTIVE RETAILING
GROUP INC
INDER DOSANJH
3 GEARY PLAZA
SEASIDE, CA, 93955

PENINSULA AUTOMOTIVE RETAILING
GROUP INC
INDER DOSANJH
3 GEARY PLAZA
SEASIDE, CA, 93955

PENINSULA AUTOMOTIVE RETAILING
GROUP INC
INDER DOSANJH
3 GEARY PLAZA
SEASIDE, CA, 93955

PENINSULA VACUUM & APPLIANCE
STEPHEN GEORIS
704 BROADWAY AVENUE SUITE #A
SEASIDE, CA, 93955

PHSL LLC
WONILL KIM
840 BROADWAY AVENUE SUITE B4
SEASIDE, CA, 93955

PIERCE BRAD
BRAD PIERCE
1817 DARWIN STREET
SEASIDE, CA, 93955

PIZZA HUT #011778
TERRI CARMAN
1938 N WOODLAWN #100
WICHITA, KS, 67208

PIZZA MY WAY
NASSER ABUKISHK
1157 FOREST AVE SUITE D
PACIFIC GROVE, CA, 93950

REDBOX AUTOMATED RETAIL LLC
TRAVIS WINKLER
1 TOWER LANE, STE 900
OAKBROOK TERRACE, IL, 60181

REDBOX AUTOMATED RETAIL LLC
DAWN SHEPARDSON
1 TOWER LANE SUITE 900
OAKBROOK TERRACE, IL, 60181

REYES ROSA
ROSA REYES
1646 FREMONT BOULEVARD
SEASIDE, CA, 93955

RIEMATH TAMARA
TAMARA RIEMATH
11004 W ARICA ROAD
CASA GRANDE, AZ, 85193

RODRIGUEZ VELASCO DEMETRIO
DEMETRIO RODRIGUEZ VELASCO
1760 FREMONT BLVD STE B2
SEASIDE, CA, 93955-3615

ROJAS SELENE
SELENE ROJAS
1732 FREMONT BOULEVARD
SEASIDE, CA, 93955

ROUND TABLE PIZZA
GARY PLUMMER
PO BOX 10004
SALINAS, CA, 93912

RUBIO GILBERTO
GILBERTO RUBIO
1962 LINCOLN STREET
SEASIDE, CA, 93955

RUELA VERONICA
VERONICA RUELA
1444 FREMONT BLVD
SEASIDE, CA, 93955

RUSSO JACOB AND MATT
JACOB RUSSO
1146 ROUSCH AVENUE
SEASIDE, CA, 93955

SALS AUTO SALES
SANDY CASTALDO
1223 A FREMONT BLVD
SEASIDE, CA, 93955

SANCHEZ MARIA DEL ROSARIO
GUZMAN
MARIA DEL ROSARIO SANCHEZ
315 LOCUST STREET
PACIFIC GROVE, CA, 93950

SANCTUARY VACATION RENTALS INC
JOSH OHANIAN
888 MUNRAS AVENUE SUITE 100
MONTEREY, CA, 93940

SANTA FE MERCADOS INC
LENNY CANUL
1712 FREMONT BOULEVARD
SEASIDE, CA, 93955

SCI 1011 LLC
HARISH PANCHAL
1011 LA SALLE AVE
SEASIDE, CA, 93955

SCI 1011 LLC
HARISH PANCHAL
1011 LA SALLE AVE
SEASIDE, CA, 93955

SEASIDE FLORIST
JULIA TASHIN
695 BROADWAY AVE
SEASIDE, CA, 93955-4204

SEASIDE GARDEN CENTER
MITSUGU MORI
1394 ORD GRV AVE
SEASIDE, CA, 93955

SEN PREMILA
PREMILA SEN
1906 FREMOND BOULEVARD
SEASIDE, CA, 93955

SINGH AMARJIT
AMARJIT SINGH
1098 BROADWAY AVENUE
SEASIDE, CA, 93955

SJ ERIKS LLC
DAN BOHEN
7755 CANADA VISTA
MONTEREY, CA, 93940

SLEEP COMFORT RETAIL
CORPORATION
MARY MCDUFFIE
251 LITTLE FALLS DR
WILMINGTON, DE, 19808-1674

SMART & FINAL #455
VERONICA YAP
PO BOX 512377
LOS ANGELES, CA, 90051-0377

SMOOT PETER
PETER SMOOT
835 A KIMBALL AVENUE
SEASIDE, CA, 93955

SOCCERKRAZE
DANIEL MONTES
954 CHESTNUT STREET
SAN JOSE, CA, 95110

SPECIALTY GROCERY
ZORIADA NAVAREZ
19315 EAST SAN JOSE AVENUE
CITY OF INDUSTRY, CA, 91748

SPORTS CAR ACCESSORIES INC &
KAREN HAINES
721 HAMILTON AVENUE
SEASIDE, CA, 93955

STACKS RYAN
LYNN STACKS
1346 GREEN COURT
SEASIDE, CA, 93955

STAMMTISCH
JOE GONSALVES
1204 ECHO AVE SUITE C
SEASIDE, CA, 93955

STAPLES THE OFFICE SUPERSTORE
5082535438
500 STAPLES DR
FRAMINGHAM, MA, 01702

STARBUCKS COFFEE #9869
ANNA GLOVER
PO BOX 34442 STAX2
SEATTLE, WA, 98124-1442

STARBUCKS CORPORATION #48726
TAMMY WARNER
PO BOX 34442
SEATTLE, WA, 98124-1442

T RUTLANDS WEST
TED RUTLAND
777 KUEHN COURT
NEENAH, WI, 54956

TABIB MOHAMED
ZYAD TABIB
1265 SYLVAN ROAD
MONTEREY, CA, 93940

TARANTINO TANYA
TANYA TARANTINO
32 LAUREL DRIVE
CARMEL VALLEY, CA, 93924

THE ORIENT RESTAURANT
HUONG VU
1760 FREMONT BLVD STE C2
SEASIDE, CA, 93955-3615

TILE STUDIO INC THE
RICHARD WEED
1100 CANYON DEL REY BLVD
SEASIDE, CA, 93955

TILT HOUSE LLC
JACK HAKIM
550 WAVE STREET SUITE 5
MONTEREY, CA, 93940

TOMMY BAHAMA R AND R HOLDINGS
INC
LUKE VON HOENE
999 PEACHTREE STREET NE SUITE 688
ATLANTA, GA, 30309

TRAN YEN
YEN TRAN
1032 HAMILTON AVENUE
SEASIDE, CA, 93955

TURK SARI ENTERPRISE LLC
Z ELYOUSSOIRFI
1150 GIGLING ROAD
SEASIDE, CA, 93955

TURTLE BAY TAQUERIA
KELLY PAULSON 8313731211
1301 FREMONT BOULEVARD
SEASIDE, CA, 93955

UBINETWORKS INC
KWANGSU CHANG
1155 FREMONT BOULEVARD
SEASIDE, CA, 93955

VAL STROUGH HONDA
CARMAN
PO BOX 70
SEASIDE, CA, 93955-0070

VITAMIN SHOPPE INDUSTRIES INC
JOSH MALDONADO
400 PLAZA DRIVE 3RD FLOOR B-SIDE
SECAUCUS, NJ, 07092

VOLK DENNIS
DENNIS VOLK
1264 NOCHE BUENA
SEASIDE, CA, 93955

VULETIC CEDOMIR
CEDOMIR VULETIC
1101 AIRPORT ROAD #D
MONTEREY, CA, 93940

WAGNON MURRAY
MURRAY WAGNON
1081 AMADOR AVENUE
SEASIDE, CA, 93955

WALGREENS #02867
STARR SEKULICH 847-527-4313
ATTENTION: TAX DEPT
DEERFIELD, IL, 60015

WAVE DIVISION HOLDINGS LLC
JAMES PENNY
3700 MONTE VILLA PARKWAY
BOTHELL, WA, 98021

WENWEST INC
ROSE ESQUIVEL
495 ELDER AVENUE SUITE 3
SAND CITY, CA, 93955

WOO & WON INC
BOO WON
1760 FREMONT BLVD STE H4
SEASIDE, CA, 93955

XU ZHOU
ZHOU XU
1263 SONOMA AVENUE
SEASIDE, CA, 93955

XU ZHOU
ZHOU XU
1263 SONOMAH AVENUE
SEASIDE, CA, 93955

Y STORE
DAEYOON JOO
1948 FREMONT BOULEVARD
SEASIDE, CA, 93955



Environmentally Friendly Food Packaging Supplier List Monterey Bay Area

Vendor Name	Contact	Website / Phone	Location	Products Available
American Supply	Greg Molinari	831-394-1445 americansupplycompany.com	1033 Broadway Ave, Seaside 93955	Compostable cups, plates, bowls, utensils, straws, to-go containers, bags
Better Brands Food Products		831-724-7243 www.betterbrandsfood.com	256 Kearney St. Ext., Watsonville	Compostable plates, cutlery, to-go containers, can liners
Costco		831-899-1256, 831-469-0961 www.costco.com	801 Tioga Ave, Sand City; 220 Sylvania Ave, Santa Cruz	Compostable plates, clamshells and paper products
Coast Paper & Supply		831-423-3350, coastpapersupplyinc.com	151 Josephine St, Santa Cruz	Compostable plates, bowls, utensils, ramekins, cups, to-go containers
Ledyard's		831-462-4400 www.ledyard.com	1047 17th Avenue, Santa Cruz, CA	Compostable and recyclable to-go containers, plates, cups, utensils, bowls, straws, bags
Monterey Sanitary Supply	Matthew Dalhamer	831-373-8714 www.montereysanitary.com	1 Justin Ct, Monterey, CA 93940	Compostable plates, cups, utensils, ramekins, straws, biodegradable bags, recyclable bowls and to-go containers
Monterey Packaging Supplies		831-899-1081 montereypackaging.com thegang@montereypackaging.com	140 Calle del Oaks Pl, Del Rey Oaks, CA 93940	Compostable napkins, hot cups, cold cups, plates, bowls, utensils, straws, to-go clamshell containers, bags
New Leaf Community Market		831-291-3069 newleaf.com	2 Santa Cruz locations: 1134 Pacific Ave and 1101 Fair Ave	Compostable cups, plates, straws, bowls, bags
Passion Purveyors	Carolyn Swanson	831-383-9215 www.passionpurveyors.com	1120 Forest Avenue #130, Pacific Grove	Compostable plates, cups, utensils, bowls, ramekins, straws, take-out packaging, biodegradable bags
Smart & Final		831-393-0250 www.smartandfinal.com	1560 Canyon Del Rey, Seaside	Compostable cups, plates, utensils, ramekins, take-out packaging
Sysco Food Services		800-877-7012 www.sysco.com	5900 Stewart Ave, Fremont, CA	Compostable plates, cups, bowls, utensils, take-out packaging, biodegradable bags, paper straws
Sysco (local rep.)	Joe Prospero	831-262-2276	Distributes to Big Sur, Carmel Valley, South Monterey County, Santa Cruz County and Monterey Peninsula	Compostable to-go containers, utensils, cups, lids, plates, platters, biodegradable bags, paper straws
US Foods	Bill Cox	510-332-1669 bill.cox@usfoods.com www.usfoods.com	Distributes to Big Sur, Carmel Valley, South Monterey County, Santa Cruz County and Monterey Peninsula	Compostable to-go containers, utensils, cups, plates, bowls, biodegradable bags, compostable straws
Whole Foods		831-333-1600, 831-464-2900, 831-426-9901 wholefoodsmarket.com	800 Del Monte Center in Monterey, 1710 41st Ave in Capitola, and 911 Soquel Ave in Santa Cruz	Compostable utensils and biodegradable can liners

AB 619

Bring Your Own Container & Reusables Act

SUMMARY

California statewide bill that allows temporary food facilities at events to serve customers in reusable containers rather than single-use disposables. This bill also clarifies existing health code laws ensuring that the public can bring reusable containers to restaurants for take-out.

WHAT THIS MEANS FOR RESTAURANTS

AB 619 clarifies that reusables, including customer-owned containers that are constructed for reuse, can be used and filled at restaurants and more! Restaurants should either place a physical barrier down or sanitize the surface after filling. This process should be clearly outlined and documented. Besides allowing approved reusables to be filled, other ways to support the bill are:

DISCOUNT

Encourage customers to bring their own reusables by providing a small discount when they fill them!

SELL

Sell approved reusables (with brand name if desired) for customers to purchase when ordering to-go!

RENT

Offer a deposit-refund program where customers can rent reusables and return them once finished!

SOURCE: [LEGINFO.LEGISLATURE.CA.GOV](https://leginfo.ca.gov) | CONTACT: OFR@SURFRIDER.ORG



AB 619

Bring Your Own Container & Reusables Act

SUMMARY

California statewide bill that allows temporary food facilities at events to serve customers in reusable containers rather than single-use disposables. This bill also clarifies existing health code laws ensuring that the public can bring reusable containers to restaurants for take-out.

WHAT THIS MEANS FOR CONSUMERS

AB 619 clarifies that reusables, including customer-owned containers that are designed and constructed for reuse, can be used and filled in restaurants, food trucks, farmers' markets, festivals, and more! Examples of reusables include stainless steel to-go containers, tumblers, water bottles, and straws; bamboo utensil sets and cotton bags. Remember to clean your reusables prior to filling.

SUPPORT

Dine at restaurants that offer reusables for onsite dining and allow you to bring your own to go!

BRING

Carry approved reusables with you when you go out to eat or attend a festival. Always be prepared!

SPREAD

Spread the word to your family and friends and encourage them to bring reusables with them, too!

SOURCE: [LEGINFO.LEGISLATURE.CA.GOV](https://leginfo.ca.gov) | CONTACT: OFR@SURFRIDER.ORG



by \$88k including budgeted donations to Community Human Services, Casa de Noche Buena and the Monterey County Convention & Visitors Bureau.

The **City Manager's** office is expected to increase 278% or \$360k in FY 2021-22. The increase is largely due to plans to fill both the vacant Assistant City Manager position as well as the newly created Communications & Public Engagement Specialist.

Community, Housing & Economic Development is expected to increase 27% or \$999k in FY 2021-22. The increase is largely due to the fluctuating nature of grants. The annual CDBG allocation in fiscal year 2021-22 will be \$848k less than in the previous year. This is a normal decrease indicating the cyclical nature of CDBG funding. On the other hand, the City plans to increase housing related projects by \$1.6M including a \$1M grant from CalHome to build 10 accessory dwelling units. Additionally the City will explore affordable and workforce housing with MPUSD and has budgeted \$500k for the City's housing fund for this purpose. **Community Development has budgeted \$120k for a Sustainability & Climate Action Plan as well as \$30k to support small business in their efforts to comply with a potential City Plastics Ordinance.** These two items (amongst others) demonstrate the City's commitment to environmental improvement.

The **City Attorney's** office is budgeted to increase 293% or \$344k in FY 2021-22. Budget increases have been requested related to potential litigation as well as legal work necessitated by the City's general plan update (\$430k).

Public Works/Engineering expenditures are budgeted to increase by 43% or \$10.4M in FY 2021-22 due to several factors. Capital spending can be irregular due to project timing and funding availability. Overall, capital outlay will increase \$3.6M on a year over year basis. Personnel costs are expected to increase \$893k as the department ramps back up. Personnel increases include an additional two parks maintenance workers demonstrating the Council's commitment to maintaining the City's assets. Lastly, Public Works/Engineering expects to complete \$5M of blight removal on the land acquired from the former Fort Ord Redevelopment Agency.

Recreation expenditures are budgeted to increase by \$1.6M or 54% in FY 2021-22. The increase is due primarily to restrictions on gatherings in fiscal year 2020-21 due to the COVID-19 pandemic. Programs that usually operate, such as the community center, swim center and recreational day camps have been closed for most of FY 2020-21. The City however is budgeting with an assumption that these programs will resume in FY 2021-22. The associated increase in personnel costs to reopen the City's recreation programs is \$1.5M on a year over year basis.

Increased personnel costs in the Recreation department include one Family & Community Support Practitioner, two Family & Support Technicians and an additional Recreation Department Supervisor. Furthermore, the Recreation department budget includes \$320k to fund a second round of Community Social Services grants. This money is intended to be granted to local non-profits either as start-up funding or to fund specific projects related to social services. Total funding for social services programs is approximately \$505k.

Note: Discussion of Police Department and Fire Department expenditures may be found in the General Fund Expenditures by Function/Program section of the budget.



CITY OF SEASIDE STAFF REPORT

Item No.: 10.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Sheri Damon, City Attorney

DATE: August 5, 2021

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A REIMBURSEMENT AGREEMENT WITH KB BAKEWELL SEASIDE VENTURE II FOR CAMPUS TOWN SPECIFIC PLAN AREA IMPROVEMENTS

RECOMMENDATION

Authorize the City Manager to enter into a Reimbursement Agreement with KB Bakewell Seaside Venture II, LLC to provide for reimbursement for oversized improvements constructed for the benefit of the Campus Town Specific Planning area, in substantially the form as attached, subject to review and final approval of the City Attorney.

BACKGROUND

On March 5, 2020, the City Council approved the Campus Town Specific Plan. The Specific Plan was adopted by ordinance pursuant to Government Code Section 66485 and provides for installation of improvements that contain supplemental size, capacity, number, or length for the benefit of portions of the Property not within the Developer's approved subdivision. Government Code Section 66486 authorizes the City to enter into an agreement with a subdivider for the portion of the cost of those improvements in excess of the construction required for the subdivision. The Council also approved a which required among other things that KB Bakewell Seaside Venture II pay for or construct improvements that will serve the entire Campus Town Specific Planning Area, not just the KB Bakewell Seaside Venture II lands. Those improvement include, but are not limited to backbone roadways, improvements, and utilities along Lighfighter Drive, Malmedy Road, Colonel Durham, Arnhem Road, Parker Flats Cutoff Road, 6th Avenue, 7th Avenue (half Street only), Streets C, E, and H, Gigling Avenue and General Jim Moore Boulevard; traffic signal modifications, storm basins; parks; trails; contributions towards a new fire station and miscellaneous regional facilities. The Specific Plan provides that the development of public facilities and the provision of public services

associated with the Specific Plan Area may occur through a combination of financing programs and Section 5.7 of the Specific Plan expressly provides that a possible funding mechanism for infrastructure improvements includes reimbursement agreements.

The Campus Town Specific Planning Area allows for up to 885 Single Family Homes, 600 multi-family units, 250 hotel rooms, 75 youth hostel rooms and 200000 square feet of office, light industrial retail, dining and entertainment uses. As drafted, the Reimbursement Agreement will require the City to impose a fee on properties that wish to develop within the Campus Town Specific Planning area to recover their fair share of the improvements required to be installed by KB Bakewell Seaside Venture II. KB Bakewell Seaside Venture II's property will be subject to these fees, but will receive the equivalent of a credit as they are installing all the improvements. The agreement will require an accounting for the actual costs of construction. At this time, it is anticipated that the fee will be \$45,026 for a single family home, \$22,513 for a multi-family unit, \$1,000 per room for Hotel and Hostel rooms and all other retail and industrial uses will be assessed at \$10.00 per square foot. These numbers may be revised upon completion of the improvement and calculation of actual construction costs.

FISCAL IMPACT

ATTACHMENTS

1. Resolution to authorize City Manager to Execute
 2. Campus Town Improvements Reimbursement Agreement
-

RESOLUTION NO. 2021-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN REIMBURSEMENT AGREEMENT WITH KB BAKEWELL SEASIDE VENTURE II FOR CAMPUS TOWN SPECIFIC PLAN AREA IMPROVEMENTS

WHEREAS, on or about March 5, 2020, the City Council approved the Campus Town Specific Plan pursuant to Ordinance 1080; and

WHEREAS, the Specific Plan was adopted by ordinance pursuant to Government Code Section 66485 and provides for installation of improvements that contain supplemental size, capacity, number, or length for the benefit of portions of the Property not within the Developer's approved subdivision; and

WHEREAS, Government Code Section 66486 authorizes the City to enter into an agreement with a sub-divider for the portion of the cost of those improvements in excess of the construction required for the subdivision; and

WHEREAS, the Council also approved a which required among other things that KB Bakewell Seaside Venture II pay for or construct improvements that will serve the entire Campus Town Specific Planning Area, not just the KB Bakewell Seaside Venture II lands; and

WHEREAS, those improvement include, but are not limited to backbone roadways, improvements, and utilities along Lighthouse Drive, Malmedy Road, Colonel Durham, Arnhem Road, Parker Flats Cutoff Road, 6th Avenue, 7th Avenue (half Street only), Streets C, E, and H, Gigling Avenue and General Jim Moore Boulevard; traffic signal modifications, storm basins; parks; trails; contributions towards a new fire station and miscellaneous regional facilities; and

WHEREAS, the Specific Plan provides that the development of public facilities and the provision of public services associated with the Specific Plan Area may occur through a combination of financing programs and Section 5.7 of the Specific Plan expressly provides that a possible funding mechanism for infrastructure improvements includes reimbursement agreements; and

WHEREAS, the Reimbursement Agreement will require the City to impose a fee on all properties to ensure they are paying a fair share for the improvements required to be installed by KB Bakewell Seaside Venture II; and

WHEREAS, the agreement will require an accounting for the actual costs of construction. At this time, it is anticipated that the fee will be \$45,026 for a single family home, \$22,513 for a multi-family unit, \$1,000 per room hotel and hostel rooms and all other retail and industrial uses will be assessed at \$10.00 per square foot. These numbers may be revised upon completion of the improvement and calculation of actual construction costs.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside is authorizing the City Manager to enter into a Reimbursement Agreement with KB Bakewell Seaside Venture II, LLC to provide for reimbursement for improvements constructed for the benefit of the Campus Town Specific Planning area, in substantially the form as attached hereto, and as finally approved by the City Attorney.

PASSED AND ADOPTED by meeting of City of Seaside duly held on the ____ day of ____, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

CAMPUS TOWN IMPROVEMENTS REIMBURSEMENT AGREEMENT

THIS CAMPUS TOWN IMPROVEMENTS REIMBURSEMENT AGREEMENT (the "**Agreement**") is made as of this ____ day of _____, 2021 (the "**Effective Date**"), by and between among KB BAKEWELL SEASIDE VENTURE II, LLC, a Delaware limited liability company ("**Developer**") and the CITY OF SEASIDE, a California municipal corporation (the "**City**") (each a "**Party**" and collectively the "**Parties**").

RECITALS

This Agreement is made and entered into on the basis of the following facts and understandings of the Parties:

A. The United States Army ("**Army**") owned in fee approximately 28,800 acres of certain real property in Monterey County, California, commonly referred to as Fort Ord. Fort Ord closed in 1994. The Army initiated the disposal process for Fort Ord pursuant to the Defense Base Closure and Realignment Act of 1990. Among other transfers of former Fort Ord property, the Army transferred approximately 36.6 acres of the former Fort Ord located within the City (the "**26 Acre Parcels**") to the City and approximately 66.9 acres of the former Fort Ord located within the City (the "**Surplus II Property**") to the Successor Agency to the Redevelopment Agency of the City of Seaside (the "**Successor Agency**") (as successor in interest to the former Redevelopment Agency of the City of Seaside). The 26 Acre Parcels are described in **Exhibit A-1** and depicted in **Exhibit A-2** and the Surplus II Property is described in **Exhibit B-1** and depicted in **Exhibit B-2**, each attached hereto and incorporated herein by this reference. The 26 Acre Parcels and the Surplus II Property are referred to collectively herein as the "**Property**".

B. Pursuant to the Purchase and Sale Agreement and Escrow Instructions (the "**PSA**") by and between City, the Successor Agency, and KB-Bakewell Seaside Venture, LLC, a California limited liability company, dated February 6, 2017 (as evidenced by that certain Memorandum of Purchase and Sale Agreement by and between City, the Successor Agency, and KB-Bakewell Seaside Venture, LLC dated January 22, 2020, and recorded in the Official Records of Monterey County as Document No. 2020003479), and subject to the conditions therein, (i) City is obligated to sell to Developer (as successor in interest to KB-Bakewell Seaside Venture, LLC under the PSA) and Developer is obligated to purchase from City the 26 Acre Parcels, and (ii) the Successor Agency is obligated to sell to Developer and Developer is obligated to purchase from the Successor Agency the Surplus II Property.

C. The City has approved land use entitlements, including the Campus Town Specific Plan (the "**Specific Plan**"), to authorize development of the Property and nearby property as a mixed use project commonly known as Campus Town consisting of up to 1,485 housing units; 250 hotel rooms; 75 youth hostel beds; 150,000 square feet (sf) of retail, dining, and entertainment uses; 50,000 square feet of office, flex, makerspace, and light industrial uses; park/recreational areas; and supporting infrastructure (the "**Project**").

D. Due to grade changes and to prevent the need for future construction within the street, construction of the Improvements (defined below) requires installation of frontage and

utility improvements that otherwise would be the responsibility of adjacent property owners. Specifically, the Improvements will include frontage improvements and stubbed utilities for the properties in the Specific Plan area depicted in **Exhibit C** (the “**Benefitted Properties**”, singularly the “**Benefitted Property**”).

E. In addition to funding the processing and approval of the Specific Plan and supporting environmental analysis, Developer was, among other things, required to make certain public improvements as a condition to the development of the Project, including design and construction of the improvements described on **Exhibit D** that will benefit the Property and the Benefitted Properties (the “**Improvements**”).

F. The Specific Plan was adopted by ordinance pursuant to Government Code Section 66485 and provides for installation of improvements that contain supplemental size, capacity, number, or length for the benefit of portions of the Property not within the Developer’s approved subdivision. Government Code Section 66486 authorizes the City to enter into an agreement with a sub divider for the portion of the cost of those improvements in excess of the construction required for the subdivision. The Specific Plan provides that the development of public facilities and the provision of public services associated with the Specific Plan Area may occur through a combination of financing programs and Section 5.7 of the Specific Plan expressly provides that a possible funding mechanism for infrastructure improvements includes reimbursement agreements.

G. In recognition of the benefits the Improvements to be designed and constructed by Developer will provide to Benefitted Properties, the City will levy a charge on future developers of the Benefitted Properties to reimburse the Developer for each Benefitted Property’s proportionate share of the cost to construct the Improvements.

H. On August 5, 2021, the City Council conducted a hearing on Developer’s application for this Agreement. The City Council has found that this agreement is consistent with the City’s plans, policies, rules, and regulations applicable to the Specific Plan. By Resolution No. ___ adopted by the City Council on _____, 2021, the City Council approved this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual promises contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. **Design and Construction of the Improvements.** Developer shall advance the costs of and be responsible for the design and construction of the Improvements as approved by the City. The City will use its best efforts to cooperate with and assist Developer in completing the design and construction work for the Improvements.

2. **Reimbursement of Costs to Developer.** In light of the benefits of the Improvements to the Benefitted Properties, the City will levy a charge on any future developer of all or a portion of the Benefitted Properties to reimburse Developer for the developer’s proportionate share. The City, in accordance with Sections 66485 - 66487 of the California

Government Code, will require payment by any future developer of each of the Benefitted Properties whenever such developer seeks the City's approval and/or permit to construct improvements on all or any portion of such Benefitted Properties ("**Campus Town Improvement Reimbursement Charge**" or "**Charge**").

The amount of the Campus Town Improvement Reimbursement Charge will be collected by the City at the time a developer applies for any City approval and/or permit to authorize grading or construction for development of a Benefitted Property or as otherwise authorized pursuant to Government Code section 66485 and following, based upon the City's determination of the proportionate benefit of the Improvements to that Benefitted Property.

The initial Charge is \$46,987 per single-family residential unit, \$23,493 per multi-family residential unit, \$10 per square foot of commercial development, and \$1000 per hotel room, as depicted on Exhibit D. The initial Charge may be adjusted based upon the audited actual costs of development of the Improvements more specifically listed in Exhibit D herein. Developer shall submit actual construction cost data within sixty (60) days of certificate of completion by the City. After the actual construction costs have been determined, the costs will be escalated annually in accordance with the construction cost index for San Francisco, California as reported in the Engineering News Record. The Charge does not include connection fees, which remain the responsibility of the developer of the Benefitted Property.

Within 60 days of the City's collection of payment of a Campus Town Improvement Reimbursement Charge by a developer of all or portion of a Benefitted Property, the City shall forward the full amount of the Charge collected to the Developer.

3. In consideration of this Agreement, Developer hereby releases and discharges the City, its officers, employees, and representatives (collectively the "**City Releasees**"), of and from all claims, demands, breaches of contract, breaches of duty and causes of action of every kind and nature Developer may have, now or hereafter claim to have or may not know or suspect to exist in or against any or all of the City Releasees arising out of the subject matter of this Agreement. Upon execution of this Agreement, Developer agrees that neither it nor any person acting on Developer's behalf will pursue any legal action against any or all of the City Releasees with respect to any matter within the scope of this Agreement, except as may be required to enforce its terms.

In consideration of this Agreement, the City hereby releases and discharges Developer, its officers, employees, members and representatives (collectively the "**Developer Releasees**"), of and from all claims, demands, breaches of contract, breaches of duty and causes of action of every kind and nature the City may have, now or hereafter claim to have or may not know or suspect to exist in or against any or all of the Developer Releasees arising out of the subject matter of this Agreement. Upon execution of this Agreement, the City agrees that neither it nor any person acting on the City's behalf will pursue any legal action against any or all of the Developer Releasees with respect to any matter within the scope of this Agreement, except as may be required to enforce its terms.

Accordingly, Developer and City expressly waive all rights under California Civil Code § 1542 with respect to the matters released herein, which provides that:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

City's Initials

Developer's Initials

4. **Waiver.** Any waiver by any Party of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of any Party to require exact, full and complete compliance with any term of this Agreement shall not be construed as in any manner changing the terms hereof or estopping any Party from enforcement hereof.

5. **Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way; provided, that if the invalidation, voiding or unenforceability would deprive any Party of material benefits to be derived from this Agreement or make performance under this Agreement unreasonably difficult, then the Parties shall meet and confer and shall make good faith efforts to modify this Agreement in a manner that is acceptable to the Parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of this Agreement to a particular situation, is held to be invalid, void, or unenforceable, any Party may terminate this Agreement at any time prior to the award of the construction contract for the Bridge Work Improvements by providing written notice of such termination to the other Parties.

6. **Future Litigation Expenses.** If City or Developer brings an action or proceeding (including, without limitation, any motion, order to show cause, cross-complaint, counterclaim, or judicial reference proceeding) against the other by reason of default arising out of this Agreement, the prevailing Party in such action or proceeding shall be entitled to its costs and expenses of suit including, but not limited to, reasonable attorney's fees and expert witness fees. Attorneys' fees under this Section shall include attorneys' fees on any appeal and, in addition, a Party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action. In addition to the foregoing award of attorneys' fees to the prevailing party, the prevailing party in any lawsuit shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

7. **Applicable Law.** This Agreement is to be construed in accordance with the laws of the State of California.

8. **Notices.** All notices, disclosures, demands, acknowledgments, statements, requests, responses and other communications (each, a "Communication") to be given under this

Agreement shall be in writing, signed by a signatory hereto (or an officer, agent or attorney of such party) giving such Communication, and shall be deemed effective (i) upon receipt if hand delivered or sent by nationally recognized overnight courier service; or (ii) upon delivery if sent by the United States mail, postage prepaid, certified mail, return receipt requested, in either case addressed as follows:

To Developer: KB Bakewell Seaside Venture II
3800 Crenshaw Blvd.
Los Angeles, California 90008
Attn: Aline M. Bakewell, Esq.

With Copies to: KB Home South Bay
5000 Executive Parkway, Suite 125
San Ramon, California 94583
Attn: Vice President and Regional Counsel

Cox, Castle & Nicholson, LLP
50 California Street, 32nd Floor
San Francisco, California 94111
Attn: Margo Bradish

To City: City Manager
City of Seaside
440 Harcourt Avenue
Seaside, California 93955

With an e-copy to: cityattorney@ci.seaside.ca.us
sdamon@ci.seaside.ca.us

Any Party may from time to time, by notice given to the other Parties at least fifteen (15) days prior to the name and/or address change, pursuant to the terms of this Section, change the address to which communications to such signatory are to be sent or designate one or more additional persons or entities to which communications are to be sent.

9. **Entire Agreement.** This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the Parties.

10. **Authority.** The individuals executing this Agreement on behalf of the Parties hereby certify that they have the authority to enter into and execute this Agreement, and have been authorized to do so by all applicable boards of directors, city councils and legal counsel, and/or any other board, committee or other entity which has the authority to authorize or deny their respective Party entering into this Agreement.

11. **No Joint Venture.** Nothing in this Agreement shall be deemed to make any Party the partner or joint venturer of any other Party hereto.

12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one instrument.

{remainder of page intentionally blank;

signatures on next page}

IN WITNESS WHEREOF, the parties have executed and delivered this as of the date first above written.

“CITY”

CITY OF SEASIDE,
a California municipal corporation

IAN N. OGLESBY
Mayor of the City of Seaside, California

ATTEST:

DOMINIQUE L. DAVIS
City Clerk

APPROVED AS TO FORM:

SHERI L. DAMON
City Attorney

“DEVELOPER”

KB-BAKEWELL SEASIDE JOINT
VENTURE II, LLC
a Delaware limited liability company

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

**PROOF OF AUTHORITY TO BIND
CONTRACTING PARTY REQUIRED**

Exhibit A
26-Acre Parcel

EXHIBIT A-1

LEGAL DESCRIPTION OF 26 ACRE PARCELS

PARCEL 1:

The portion of the former Fort Ord Military Reservation in Rancho Noche Buena, in the City of Seaside,

County of Monterey, State of California described as follows:

A portion of Parcel 3 as per map recorded in Volume 21, Page 83 of Surveys in the Office of the County

Recorder of said county, more particularly described as follows:

Beginning at the northwest corner of said Parcel 3 as per said map, designated and shown a point seventy-four (74) on page 4 of 9 thereon; thence along the northerly boundary of said Parcel 3 the following three (3) courses

1) North 88° 00' 00" East, 1,473.85 feet to the beginning of a curve, concave south, having a radius of 895.00 feet; thence

2) Easterly 224.55 feet along said curve, through a central angle of 14° 22' 30"; thence

3) South 77° 37' 30" East, 21.77 feet to the beginning of a curve, concave southwest, having a radius of 260.00 feet; thence leaving said boundary of said Parcel 3

4) Southeasterly 461.03 feet along said curve, through a central angle of 101° 35' 49"; thence

5) South 23° 58' 19" West, 195.81 feet to the beginning of a non-tangent curve, concave to the south, having a radius of 131.30 feet, and from which beginning a radial bears North 16° 47' 48"; thence

6) Westerly, 171.15 feet along said curve, through a central angle of 74° 40' 59" to the beginning of a reverse curve, concave northwest, having a radius of 120.00 feet; thence

7) Southwesterly, 123.06 feet along said curve, through a central angle of 58° 45' 31" to the beginning of a reverse curve, concave south, having a radius of 413.66 feet; thence

8) Westerly, 215.22 feet along said curve, through a central angle of 29° 48' 34"; thence

9) South 61° 03' 46" West, 142.81 feet; thence

10) North 02° 32' 34" East, 249.44 feet to the beginning of a curve, concave to the southwest, having a radius of 50.55 feet; thence

11) Northwesterly, 79.79 feet along said curve, through a central angle of 90° 26' 36"; thence

12) North 87° 54' 02" West, 1,363.25 feet to a point on the westerly boundary of said Parcel 3; thence along said westerly boundary the following three (3) courses

13) North 37° 50' 06" East, 151.61 feet to the beginning of a curve, concave to the west, having a radius of 357.00 feet; thence

14) Northerly, 271.09 feet along said curve, through a central angle of 43° 30' 36"; thence

15) North 05° 40' 29" West, 18.97 feet to the Point of Beginning. The bearing North 87° 33' 00" West as measured between monuments found along the westerly boundary of Parcel 3 as per Volume 21, Page 83 of Surveys, records of Monterey County, California, is the basis of bearings for this description.

Excepting therefrom mineral rights with right of surface entry in a manner that does not unreasonably interfere with Grantee's development and quiet enjoyment of the property as reserved in the "Quitclaim Deed..." executed by United States of America, recorded August 28, 2008, Instrument No. 2008057085, Official Records, Monterey County.

PARCEL II:

That portion of the former Fort Ord Military Reservation in Rancho Noche Buena, in the City of Seaside, County of Monterey, State of California described as follows:

A portion of Parcel 3 as per map recorded in Volume 21, Page 83 of Surveys in the Office of the County Recorder of said county, more particularly described as follows:

Beginning at the most northeasterly corner of said Parcel 3 as per said map designated and shown as point seventy-seven (77) on page 4 of 9 thereon; thence along the easterly boundary of said Parcel 3

1) South 02° 10' 30" West, 158.83 feet; thence leaving said easterly boundary

2) North 87° 49' 30" West, 248.60 feet; thence

3) South 23° 58' 19" West, 334.69 feet; thence

4) North 66° 01' 41" West, 120.00 feet; thence

5) North 23° 58' 19" East, 195.81 feet to the beginning of a curve, concave to the southwest, having a radius of 260.00 feet; thence

6) Northwesterly 461.03 feet along said curve, through a central angle of 101° 35' 49"; thence

7) South 77° 37' 30" East, 616.70 feet to the Point of Beginning.

The bearing of North 87° 33' 00" West along the westerly boundary of Parcel 3 as per Volume 21, Page 83 of Surveys, records of Monterey County, California, is the basis of bearings for this description.

Excepting therefrom mineral rights with right of surface entry in a manner that does not unreasonably interfere with Grantee's development and quiet enjoyment of the property as reserved in the "Quitclaim Deed..." executed by United States of America, recorded August 28, 2008, Instrument No. 2008057085, Official Records, Monterey County.

PARCEL III:

That portion of the former Fort Ord Military Reservation in Rancho Noche Buena, in the City of Seaside, County of Monterey, State of California described as follows:

A portion of Parcel 3 as per map recorded in Volume 21, Page 83 of Surveys in the Office of the County Recorder of said county, more particularly described as follows:

Beginning at a point that bears South 02° 10' 30" West, 158.83 feet from the most northeasterly corner of said Parcel 3 as per said map, designated and shown as point seventy-seven (77) on page 4 of 9 thereon; thence along the easterly boundary of said Parcel 3,

(1) South 02° 10' 30" West, 1,074.09 feet to a point designated and shown as point seventy-eight (78) on page 4 of 9 thereon; thence leaving said boundary of said Parcel 3

(2) North 87° 48' 54" West, 147.32 feet; thence

(3) North 01° 36' 08" East, 8.35 feet; thence

(4) North 87° 47' 46" West, 438.71 feet to the beginning of a curve, concave northeast, having a radius of 60.00 feet; thence

(5) northwesterly 117.04 feet along said curve, through a central angle of 111° 46' 04"; thence

(6) North 23° 58' 19" East, 1,058.92 feet; thence

(7) South 87° 49' 30" East, 248.60 feet to the Point of Beginning.

The bearing of North 87° 33' 00" West along the westerly boundary of Parcel 3 as per Volume 21, Page 83 of Surveys, records of Monterey County, California, is the basis of bearings for this description.

Excepting therefrom mineral rights with right of surface entry in a manner that does not unreasonably interfere with Grantee's development and quiet enjoyment of the property as reserved in the "Quitclaim Deed..." executed by United States of America, recorded August 28, 2008, Instrument No. 2008057086, Official Records, Monterey County.

EXHIBIT A-2
PLAT OF 26 ACRE PARCELS

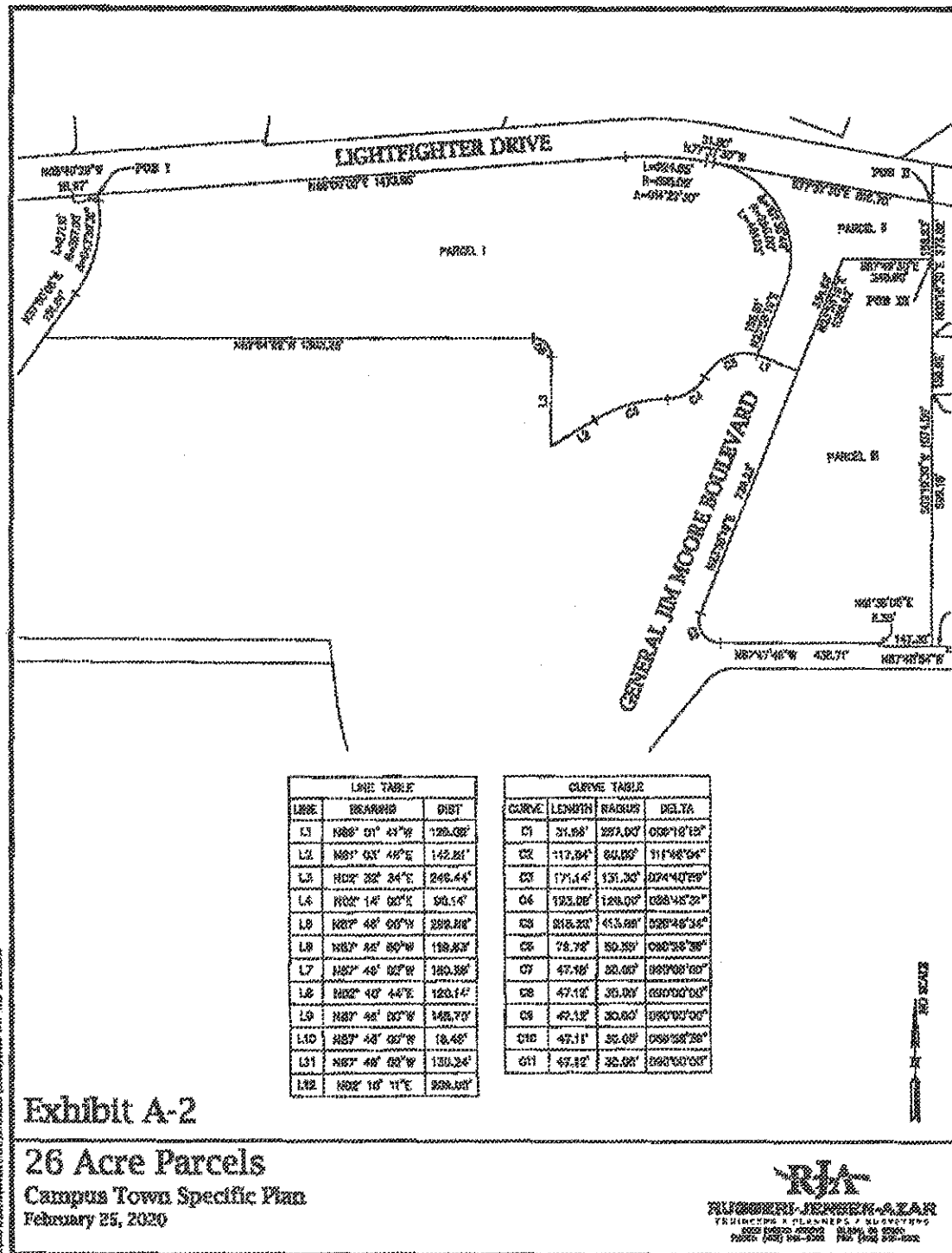


Exhibit B
Surplus 2 Property

EXHIBIT B-1

LEGAL DESCRIPTION SURPLUS II PROPERTY

PARCEL IV:

All that certain real property situate in Rancho Noche Buena, Monterey City Lands, Tract No. 1, City of Seaside, County of Monterey, State of California, being a portion of Parcel 1, as said Parcel 1 is shown and so designated on map filed for record in Volume 19, "Surveys", at Page 1, Records of Monterey County, California, said portion being more particularly described as follows:

Beginning at the northerly terminus of the most westerly line of Parcel 1, as said Parcel 1 is shown and so designated on the map filed for record in Volume 23, "Surveys", at Page 96, Records of Monterey County,

California; thence from said Point of Beginning,

(1) South 87° 46' 00" East, 334.96 feet; thence

(2) North 2° 08' 00" East, 159.92 feet; thence

(3) North 87° 46' 00" West, 334.84 feet; thence

(4) South 2° 10' 30" West, 159.92 feet, to the Point of Beginning.

Excepting therefrom all mineral rights with the right of surface entry in a manner that does not unreasonably interfere with the development and quiet enjoyment of the property, as reserved in the Quitclaim Deed executed by United States of America, and recorded April 21, 2004, Instrument No. 2004038303, Official Records.

PARCEL V:

All that certain real property situate in Rancho Noche Buena, Monterey City Lands No. 1, City of Seaside, County of Monterey, State of California, being Parcel 12, as said Parcel 12 is shown and so designated on the map filed for record in Volume 22, "Surveys", at Page 24, Records of Monterey County, California, said parcel being more particularly described as follows:

Beginning at the northwesterly corner of Parcel 12; thence

(1) South 87° 45' 04" East, 821.44 feet; thence

(2) South 2° 13' 00" West, 202.37 feet; thence

(3) North 87° 46' 00" West, 819.31 feet; thence

(4) North 2° 09' 00" East, 171.10 feet; thence, non-tangentially

(5) Northwesterly, along the arc of a curve to the left, concave to the southwest, the center of which bears North 87° 56' 56" West, 289.24 feet, through a central angle of 6° 15' 08", a distance of 31.56 feet, to the Point of Beginning.

Excepting therefrom all mineral rights with the right of surface entry in a manner that does not unreasonably interfere with the development and quiet enjoyment of the property, as reserved in the Quitclaim Deed executed by United States of America, and recorded April 21, 2004, Instrument No. 2004038303, Official Records.

PARCEL VI:

All that certain real property situate in Rancho Noche Buena, Monterey City Lands Tract No. 1, City of Seaside, County of Monterey, State of California described as follows:

A portion of Parcel 1, as said Parcel 1 is shown and so designated on the map filed for record in Volume 23 of "Surveys", at Page 96, Records of Monterey County, California, said portion being more particularly described as follows:

Beginning at the northerly terminus of the westerly most line of Parcel 1, as shown on said map; thence, from said Point of Beginning,

(1) South 87° 46' 00" East, 394.96 feet to a point on the westerly line of Parcel 2, as shown on said map; thence, along the westerly and southerly lines of said Parcel 2,

(2) South 02° 08' 23" West, 200.07 feet to a 1-1/4" iron pipe tagged "RCE 15310"; thence

(3) South 87° 46' 30" East, 464.58 feet to a 1-1/4" iron pipe tagged "RCE 15310"; thence

(4) South 02° 15' 21" West, 23.02 feet to a 1-1/4" iron pipe tagged "RCE 15310"; thence

(5) South 87° 46' 00" East, 473.29 feet to a 1-1/4" iron pipe tagged "RCE 15310"; thence, leaving said boundary of said Parcel 2,

(6) South 02° 14' 00" West, 263.17 feet to a point on the southerly boundary of said Parcel 1; thence along the southerly and westerly boundary of said Parcel 1,

(7) North 87° 49' 30" West, 187.15 feet to a 1-1/4" iron pipe tagged "RCE 15310"; thence

(8) South 02° 10' 12" West, 224.79 feet to a 1-1/4" iron pipe tagged "RCE 15310";
thence

(9) North 87° 49' 37" West, 1103.28 feet to a brass tag in walk stamped "RCE 15310";
thence

(10) North 02° 14' 12" East, 12.99 feet to a 1-1/4" iron pipe tagged "RCE 15310";
thence

(11) North 87° 49' 30" West, 42.25 feet; thence

(12) North 02° 10' 30" East, 699.39 feet to the Point of Beginning.

Excepting therefrom all mineral rights with the right of surface entry in a manner that does not unreasonably interfere with the development and quiet enjoyment of the property, as reserved in the Quitclaim Deed executed by United States of America, and recorded October 17, 2002, Instrument No. 2002097675, Official Records, and amended February 23, 2011, Instrument No. 2011010801, Official Records.

PARCEL VII:

All that certain real property situate in Rancho Noche Buena, Monterey City Lands Tract No. 1, City of Seaside, County of Monterey, State of California, being a portion of Parcel 4, as said Parcel 4 is shown and so designated on map filed for record in Volume 23, "Surveys", at Page 96, Records of Monterey County, California, said portion being more particularly described as follows:

Beginning at the northeasterly corner of Parcel 4, as shown on said map; thence from said Point of Beginning,

(1) South 2° 14' 00" West, 324.24 feet; thence

(2) North 87° 46' 00" West, 392.97 feet; thence

(3) South 15° 36' 00" West, 312.79 feet; thence

(4) North 87° 23' 00" West, 197.15 feet; thence

(5) South 60° 24' 00" West, 56.50 feet; thence

(6) South 87° 12' 30" West, 117.57 feet; thence

(7) North 02° 10' 21" East, 81.94 feet; thence

(8) South 87° 49' 30" East, 184.43 feet; thence

(9) North 10° 27' 00" West, 236.04 feet; thence

- (10) North 30° 43' 16" West, 36.81 feet; thence
- (11) North 87° 47' 21" West, 109.80 feet; thence
- (12) North 02° 14' 00" East, 205.98 feet; thence
- (13) South 87° 46' 00" East, 274.63 feet; thence
- (14) North 02° 14' 00" East, 118.10 feet; thence
- (15) South 87° 46' 00" East, 550.23 feet, to the Point of Beginning.

Excepting therefrom mineral rights with right of surface entry in a manner that does not unreasonably interfere with Grantee's development and quiet enjoyment of the property as reserved in the "Quitclaim Deed..." executed by United States of America, recorded April 21, 2004, Instrument No. 2004038303, Official Records, Monterey County.

PARCEL VIII:

All that certain real property situate in Rancho Noche Buena, Monterey City Lands Tract No. 1, City of Seaside, County of Monterey, State of California, being a portion of the "Seaside V" parcel, as said parcel is shown and so designated on the map filed for record in Volume 23, "Surveys", at Page 96, Records of Monterey, California, said portion being more particularly described as follows:

Beginning at the northeasterly corner of the "Seaside V" parcel; thence,

- (1) South 02° 12' 30" West, 60.00 feet; thence
- (2) North 87° 45' 49" West, 414.88 feet; thence
- (3) South 02° 14' 47" West, 155.03 feet; thence
- (4) South 87° 46' 07" East, 414.99 feet; thence
- (5) South 02° 12' 30" West, 653.19 feet; thence
- (6) North 87° 49' 30" West, 1025.78 feet; thence
- (7) North 02° 14' 01" East, 779.15 feet; thence, non-tangentially,
- (8) Northwesterly, along the arc of a curve to the left, concave to the southwest, the center of which bears North 87° 46' 17" West, 30.00 feet, through a central angle of 90° 00' 00", a distance of 47.12 feet; thence
- (9) North 87° 46' 17" West, 201.00 feet; thence

- (10) South $02^{\circ} 14' 00''$ West, 809.37 feet; thence
- (11) North $87^{\circ} 49' 19''$ West, 855.18 feet; thence
- (12) North $02^{\circ} 10' 21''$ East, 142.85 feet; thence
- (13) North $87^{\circ} 12' 30''$ East, 117.57 feet; thence
- (14) North $60^{\circ} 24' 00''$ East, 56.50 feet; thence
- (15) South $87^{\circ} 23' 00''$ East, 197.15 feet; thence
- (16) North $15^{\circ} 36' 00''$ East, 312.79 feet; thence
- (17) South $87^{\circ} 46' 00''$ East, 392.97 feet; thence
- (18) North $02^{\circ} 14' 00''$ East, 324.24 feet; thence
- (19) North $87^{\circ} 46' 00''$ West, 550.23 feet; thence
- (20) South $02^{\circ} 14' 00''$ West, 118.10 feet; thence
- (21) North $87^{\circ} 46' 00''$ West, 274.63 feet; thence
- (22) South $02^{\circ} 14' 00''$ West, 205.98 feet; thence
- (23) South $87^{\circ} 47' 21''$ East, 109.80 feet; thence
- (24) South $30^{\circ} 43' 16''$ East, 36.81 feet; thence
- (25) South $10^{\circ} 27' 00''$ East, 236.04 feet; thence
- (26) North $87^{\circ} 49' 42''$ West, 851.79 feet; thence
- (27) North $02^{\circ} 13' 56''$ East, 556.13 feet; thence, non-tangentially,
- (28) Northwesterly, along the arc of a curve to the left, concave to the southwest, the center of which bears North $87^{\circ} 46' 24''$ West, 30.00 feet, through a central angle of $90^{\circ} 00' 22''$, a distance of 47.13 feet to a point of cusp; thence; thence
- (29) North $87^{\circ} 45' 57''$ West, 878.30 feet; thence, non-tangentially
- (30) Southwesterly, along the arc of a curve to the left, concave to the southeast, the center of which bears South $02^{\circ} 11' 48''$ West, 30.00 feet; through a central angle of $90^{\circ} 09' 38''$, a distance of 47.21 feet to a point of cusp; thence
- (31) South $02^{\circ} 08' 23''$ West, 69.85 feet; thence

- (32) North 87° 46' 00" West, 60.00 feet; thence
- (33) North 02° 08' 00" East, 159.92 feet; thence
- (34) South 87° 46' 00" East, 874.31 feet; thence
- (35) North 02° 15' 00" East, 202.37 feet; thence
- (36) South 87° 46' 09" East, 256.86 feet; thence
- (37) South 02° 15' 00" West, 202.38 feet; thence
- (38) South 87° 45' 59" East, 1112.75 feet; thence
- (39) South 87° 46' 17" East, 1533.74 feet, to the Point of Beginning.

Excepting Therefrom a 0.41 acre parcel of land, more particularly known as "F5.2", as designated for

Economic Development Conveyance, more particularly described as follows: All that certain real property situate in Rancho Noche Buena, Monterey City Lands Tract No. 1, City of Seaside, County of Monterey, State of California, being Parcel 2, as said Parcel 2 is shown and so designated on the map filed for record in Volume 20, "Surveys", at Page 71, Records of Monterey County, California, said portion being more particularly described as follows:

Commencing at the northeasterly corner of the "Seaside V" parcel, as said parcel is shown and so designated on the map filed for record in Volume 23, "Surveys", at Page 96, Records of Monterey County, California;

thence, westerly along the northerly line of Colonel Durham Road as shown on said map, North 87° 46' 17" West, 1533.74 feet to a 1-1/4" iron pipe with plastic plug marked "RCE 15310"; thence, North 87° 45' 59" West, 1035.84 feet; thence, South 02° 40' 54" West, 60.00 feet to the True Point of Beginning; thence from said True Point of Beginning,

- (1) South 02° 40' 54" West, 120.15 feet; thence
- (2) North 87° 47' 08" West, 18.45 feet; thence
- (3) North 87° 45' 13" West, 130.27 feet; thence
- (4) North 02° 14' 30" East, 90.12 feet; thence, non-tangentially
- (5) Northeasterly, along the arc of a curve to the right, concave to the southeast, the center of which bears South 87° 56' 13" East, 30.00 feet, through a central angle of 90°01'46", a distance of 47.14 feet to a point of cusp; thence

(6) South 87° 43' 34" East, 119.72 feet, to the True Point of Beginning.

Also Excepting Therefrom a 1.16 acre parcel of land, more particularly known as "L15.1", as designated for Economic Development Conveyance, more particularly described as follows:

All that certain real property situate in Rancho Noche Buena, Monterey City Lands Tract No. 1, City of Seaside, County of Monterey, State of California, being Parcel 1, as said Parcel 1 is shown and so designated on the map filed for record in Volume 21, "Surveys", at Page 96, Records of Monterey County, California, said portion being more particularly described as follows:

Commencing at the northeasterly corner of the "Seaside V" parcel, as said parcel is shown and so designated on the map filed for record in Volume 23, "Surveys", at Page 96, Records of Monterey County, California; thence westerly along the northerly line of Colonel Durham Road as shown on said map, North 87° 46' 17" West, 1533.74 feet to a 1-1/4" iron pipe with plastic plug marked "RCE 15310"; thence, North 87° 45' 59" West, 1035.38 feet; thence, South 02° 40' 54" West, 60.00 feet to the True Point of Beginning; thence from said True Point of Beginning,

(1) South 87° 46' 19" East, 180.23 feet; thence, non-tangentially

(2) Southeasterly, along the arc of a curve to the right, concave to the southwest, the center of which bears South 02° 13' 56" West, 30.00 feet, through a central angle of 90°00'42", a distance of 47.13 feet to a point of cusp; thence,

(3) South 02° 12' 56" West, 299.03 feet; thence

(4) North 87° 47' 27" West, 229.51 feet; thence

(5) North 02° 10' 34" East, 208.96 feet; thence

(6) South 87° 47' 08" East, 18.45 feet; thence

(7) North 02° 40' 54" East, 120.15 feet to the True Point of Beginning.

Also Excepting Therefrom a 1.16 acre parcel of land, more particularly known as "L36", as designated for Economic Development Conveyance, more particularly described as follows:

All that certain real property situate in Rancho Noche Buena, Monterey City Lands Tract No. 1, City of

Seaside, County of Monterey, State of California, being a portion of Parcel 4 (Exception), as said Parcel 4 is shown and so designated on the map filed for record in Volume 23, "Surveys", at Page 96, Records of

Monterey County, California, said portion being more particularly described as follows:

Commencing at the northeasterly corner of the "Seaside V" parcel, as said parcel is shown and so designated on the map filed for record in Volume 23, "Surveys", at Page 96, Records of Monterey County, California; thence, westerly along the northerly line of Colonel Durham Road as shown on said map, North 87° 46' 17" West, 1533.74 feet to a 1-1/4" iron pipe with plastic plug marked "RCE 15310"; thence, North 87° 45' 59" West, 605.36 feet; thence South 02° 14' 32" West, 60.03 feet to a 3/4" iron pipe with plastic plug marked "RCE 15310", said point being the True Point of Beginning; thence, from said True Point of Beginning,

- (1) South 02° 14' 01" West, 118.08 feet; thence,
- (2) South 02° 14' 50" West, 205.76 feet; thence,
- (3) North 87° 47' 14" West, 156.10 feet; thence,
- (4) North 02° 12' 53" East, 293.91 feet; thence, non-tangentially,
- (5) Northeasterly, along the arc of a curve to the right, concave to the southeast, the center of which bears South 87° 47' 14" East, 30.00 feet, through a central angle of 90° 03' 54", a distance of 47.16 feet to a point of cusp; thence
- (6) South 87° 45' 22" East, 126.23 feet to the True Point of Beginning.

Also Excepting therefrom mineral rights with right of surface entry in a manner that does not unreasonably interfere with Grantee's development and quiet enjoyment of the property as reserved in the "Quitclaim Deed..." executed by United States of America, recorded December 15, 2004, Instrument No. 2004132661, and re-recorded February 8, 2005, Instrument No. 2005012847, Official Records, Monterey County.

PARCEL IX:

Certain real property situate in the City of Seaside, County of Monterey, State of California, being a portion of the Fort Ord Military Reservation, Parcel 1, as shown on that map filed September 7, 1994, in Volume 19 Surveys, Page 1, at records of Monterey County, California, being more particularly described as follows:

Beginning at a point on the north side of a sixty foot wide road shown as Colonel Durham Road on that map filed August 25, 2003, in Volume 26 Surveys at Page 102, from which the southeast corner of Parcel "1" as shown on that map filed September 27, 1996, in Volume 20 of Surveys at Page 71, records of Monterey County, California, bears South 2° 13' 43" East, 1290.75 feet; thence leaving said road,

- (1) North 2° 13' 43" East, 87.03 feet; thence,

(2) South 87° 46' 17" East, 168.05 feet; thence

(3) South 2° 13' 43" West, 87.03 feet to a point on the north side of said road; thence,

(4) along the north line of said road, South 87° 46' 17" East, 168.05 feet to the point of beginning.

Excepting therefrom mineral rights with right of surface entry in a manner that does not unreasonably interfere with Grantee's development and quiet enjoyment of the property as reserved in the "Quitclaim Deed..." executed by United States of America, recorded December 15, 2004, Instrument No. 2004132661, and re-recorded February 8, 2005, Instrument No. 2005012847, Official Records, Monterey County.

PARCEL X:

Certain real property situate in the City of Seaside, County of Monterey, State of California, being a portion of the Fort Ord Military Reservation, Parcel 1, as shown on that map filed September 7, 1994, in Volume 19, Surveys, at Page 1, records of Monterey County, California, being more particularly described as follows: Beginning at a point on the north side of a sixty foot wide road shown as Colonel Durham Road on that map filed August 25, 2003, in Volume 26 Surveys at Page 102, from which the southeast corner of Parcel "1" as shown on that map filed September 27, 1996, in Volume 20, of Surveys at Page 71, records of Monterey County, California, bears South 2° 13' 43" East, 672.77 feet; thence leaving said road,

(1) North 2° 13' 43" East, 87.03 feet; thence

(2) South 87° 46' 17" East, 168.03 feet; thence

(3) South 2° 13' 43" West, 87.03 feet to a point on the north side of said road; thence,

(4) along the north line of said road, South 87° 46' 17" East, 168.03 feet to the point of beginning.

Excepting therefrom mineral rights with right of surface entry in a manner that does not unreasonably interfere with Grantee's development and quiet enjoyment of the property as reserved in the "Quitclaim Deed..." executed by United States of America, recorded December 15, 2004, Instrument No. 2004132661, and re-recorded February 8, 2005, Instrument No. 2005012847, Official Records, Monterey County. APN: 031-151-054 (Parcel I), 031-151-056 (Parcel II), 031-151-055 (Parcel III), 031-151-032 (Parcel IV) 031-151-031 (Parcel V), 031-151-029 (Parcel VI), 031-151-039 (Parcel VII), 031-151-040 (Parcel VIII), 031-261-004 (Parcel IX), 031-261-003 (Parcel X)

EXHIBIT B-2

PLATS OF SURPLUS II PROPERTY

See attached

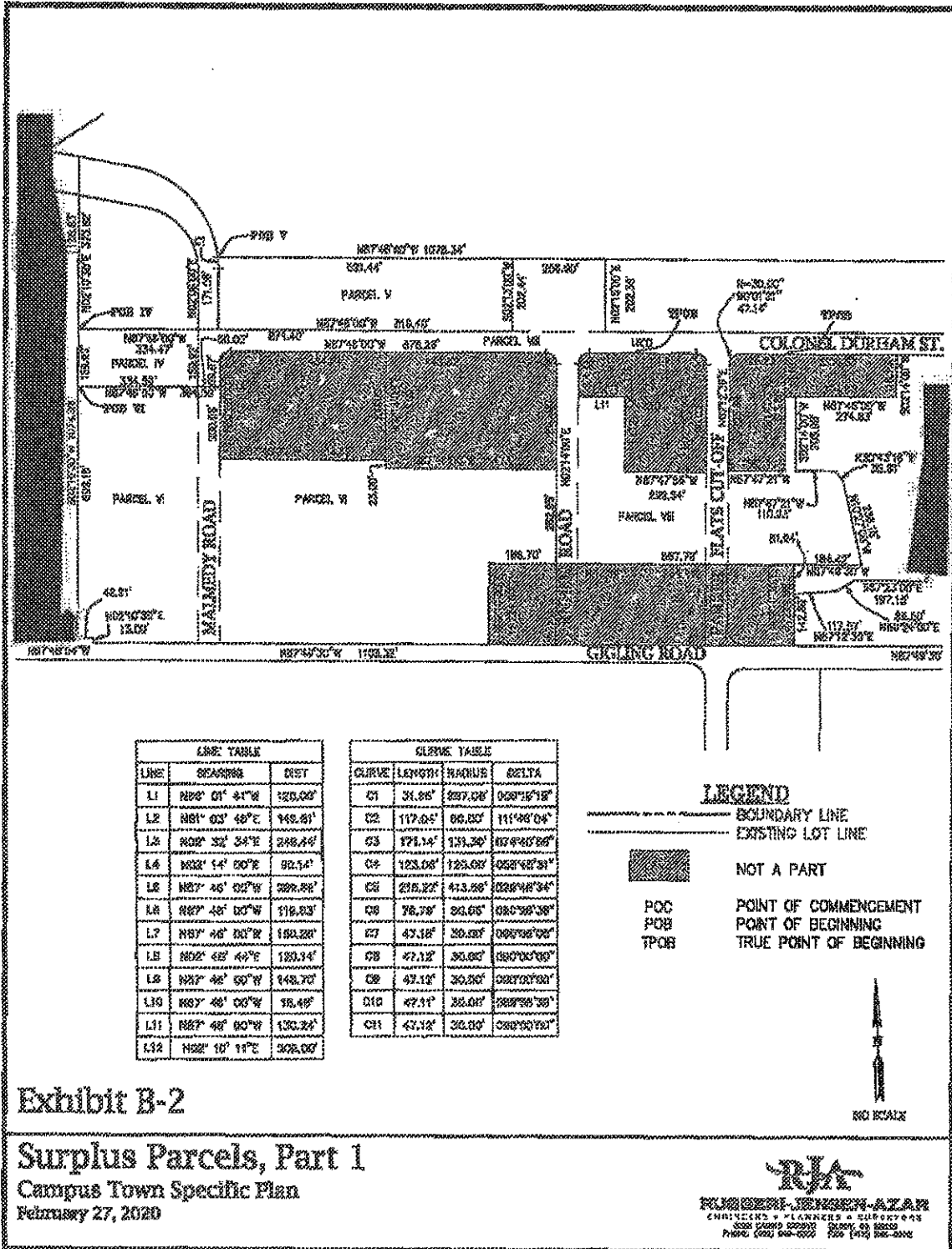


Exhibit B-2

Surplus Parcels, Part 1
Campus Town Specific Plan
 February 27, 2020

RJA
RUGGERI-JENSEN-AZAN
 ENGINEERS • PLANNERS • SURVEYORS
 3330 Camino Del Rio South, Suite 200
 San Diego, CA 92108 Phone: (619) 594-2000 Fax: (619) 594-2001

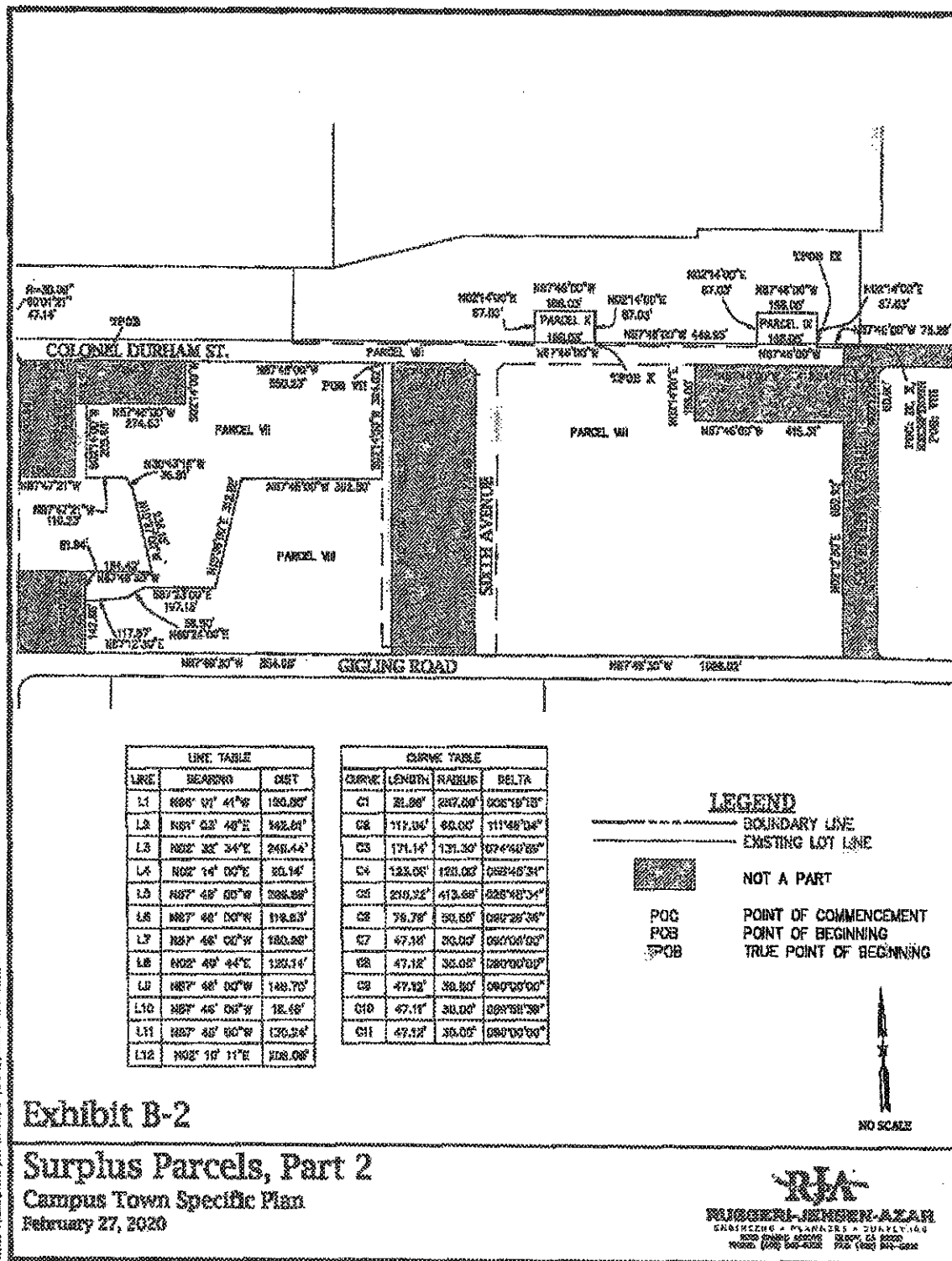
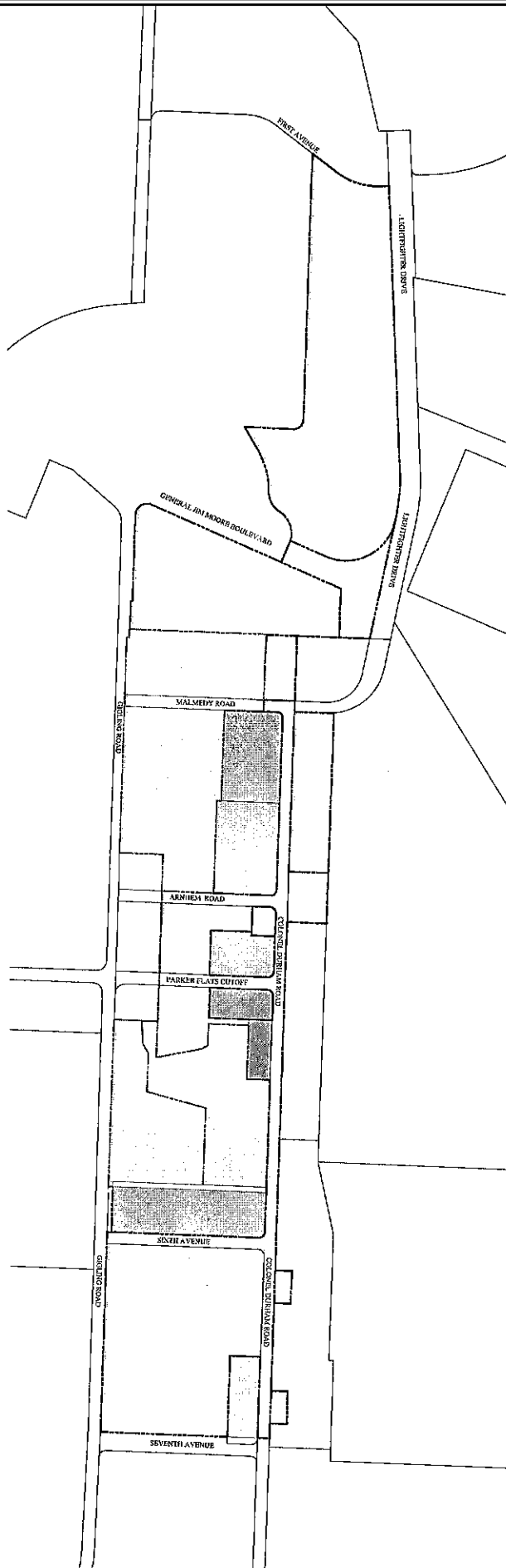


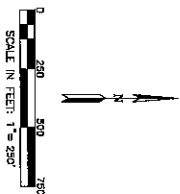
Exhibit B-2

Exhibit C
Depiction of Benefitted Properties



LEGEND

BENEFITED PROPERTIES
 PROJECT



DATE	MK	REVISIONS	BY	CHK	DATE

OF 1 SHEETS
 SHEET 1
 11/13/21

CAMPUS TOWN
EXHIBIT C - BENEFITED PROPERTIES
 SEASIDE, MONTEREY COUNTY, CA

SCALE: 1" = 250'
 DATE: MAY 7, 2021
 FOR: THE BAKERWILL COMPANY

RJA
RUGGERI-JENSEN-AZAR
 ENGINEERS • PLANNERS • SURVEYORS
 8005 CAMPUS DRIVE, SUITE 200, SEASIDE, CA 94062
 PHONE: (415) 435-1000 FAX: (415) 435-1001

Exhibit D
List of Improvements

CAMPUS TOWN REIMBURSEMENT AGREEMENT

July 26, 2021

Estimate of Costs and Reimbursement Amounts

COST SUMMARY

Item/No.	Item/Studies	Quantity	Units	Unit Price	Total	Comments
1	Project Entitlements				\$5,000,000	
	Specific Plan/EIR Project Approval	1	LS	5,000,000	\$5,000,000	Includes Torti Galis, Rincon, RJA, City costs and legal, etc.
2	Backbone Roadways, Improvements and Utilities				\$42,329,938	
A	Lightfighter Drive (East of GJM)	1	LS	1,500,228	\$1,156,078	
B	Malmady Road	1	LS	1,405,747	\$1,281,872	
C	Colonel Durham Street	1	LS	5,264,186	\$5,693,382	
D	Arnhem Road	1	LS	1,000,552	\$1,043,651	
E	Parker Flats Cutoff Road	1	LS	1,066,225	\$1,078,925	
F	6th Avenue	1	LS	1,365,272	\$1,437,672	
G	7th Avenue (1/2 Street Only)	1	LS	622,090	\$903,971	
H	Street C	1	LS	622,090	\$2,384,941	
I	Street E	1	LS	622,090	\$622,947	
J	Street H	1	LS	622,090	\$547,805	
K	Misc. Regional Facilities/Basins/Parks/Trails	1	LS	8,887,500	\$7,568,700	
L	Gigling Ave	1	LS	-	\$3,648,000	
M	General Jim Moore	1	LS	5,573,439	\$6,271,796	
N	Signal Modifications	1	LS	-	\$1,250,000	
O	Lightfighter Drive Median (West of GJM)	1	LS	-	\$385,208	
	Contingency	20%	LS	35,274,948	\$7,054,990	
3	Design and Inspection				\$6,349,491	
	Engineering Design Fee	10%	LS	42,329,938	\$4,232,994	Estimated Percentage
	Plan Check and Inspection	5%	LS	42,329,938	\$2,116,497	Estimated Percentage
4	Prepaid Fees and Mitigations				\$2,000,000	
	Public Benefit Contribution Fee	1	LS	2,000,000	\$2,000,000	Per Sec. 10 (d) of DDA
	TOTALS				\$55,679,428	

ALLOCATION OF COSTS SUMMARY

Specific Plan Land Uses	Quantity	Units	\$/Unit	\$ Share	Residential Ratio	Equiv. Units
1 Single Family Housing (including THs)	885	DU	\$ 45,026	\$ 39,847,625	2	1,770
2 Multi-Family Housing (Apts and Condos)	600	DU	\$ 22,513	\$ 13,507,670	1	600
3 Hotel Rooms	250	RM	\$ 1,000.00	\$ 249,999	0.0444190	11
4 Youth Hostel Rooms (Beds)	75	RM	\$ 1,000.00	\$ 75,000	0.0444190	3
5 Office, Flex Maker Space, Light Industrial	50000	SF	\$ 10.00	\$ 499,784	0.0004440	22
6 Retail, Dining and Entertainment	150000	SF	\$ 10.00	\$ 1,499,351	0.0004440	67
TOTALS	1485		\$ 37,494.56	\$ 55,679,428		2,473

NOTE: All Non-Backbone Improvements installed by KB-Bakewell on property not owned or controlled by KB-Bakewell, shall be 100% reimbursable based on actual costs installed.