



AMENDED AGENDA

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

CONCURRENT MEETING
HYBRID (IN PERSON & VIRTUAL)
Thursday, September 2, 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 will have up to 3 minutes to provide your comments, with time set by the discretion of the Mayor. ***Please note, written comments will not be read but will be included in the final record.***

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

Webinar ID: 819 3683 2059

1. CALL TO ORDER

2. ROLL CALL – ESTABLISHMENT OF QUORUM

Ian N. Oglesby	Mayor/Chair
David R. Pacheco	Mayor Pro Tem/Vice Chair
Jason Campbell	Council/Agency Member
Jon Wizard	Council/Agency Member
Alexis Garcia-Arrazola	Council/Agency 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 City Council on matters within the jurisdiction of the City of Seaside, but not on this agenda, may do so during the Public Comment period for up to three (3) minutes. Public Comments for "Presentations" on this agenda are also taken at this time; comments on specific agenda items are heard under that item. For the public record, please state your name.

6. PUBLIC AGENCY COMMUNICATIONS

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

A. REVIEW OF UPCOMING CITYWIDE EVENTS (ERNESTO ALTAMIRANO, COMMUNICATIONS AND COMMUNITY ENGAGEMENT SPECIALIST)

B. INTRODUCTION OF NEW CITY STAFF (SAMANTHA SAKHRANI, HUMAN RESOURCES ANALYST)

7. PRESENTATIONS

A. VACCINATION UPDATE (MARY GUTIERREZ, FIRE CHIEF)

B. VOTER EDUCATION (DOMINIQUE DAVIS, CITY CLERK)

C. WATER SUPPLY AND DROUGHT UPDATE (CHRIS COOK, CALIFORNIA AMERICAN WATER DIRECTOR OF OPERATIONS)

8. CONSENT AGENDA

A. APPROVE MINUTES FROM AUGUST 19, 2021

RECOMMENDATION: Approve minutes as presented in agenda packet.

B. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of July 31, 2021 through August 13, 2021 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending August 12, 2021. Total Accounts Payable and Payroll for the above referenced period is \$1,550,946.95.

C. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of July 31, 2021 through August 13, 2021 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending August 12, 2021. Total Accounts Payable and Payroll for the above referenced period is \$306.68.

D. APPROVE APPOINTMENTS TO COMMISSIONS

RECOMMENDATION: Approve appointments to Commissions as recommended by the Mayor.

E. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE AQUATIC CLUB - THE DOLPHINS

RECOMMENDATION: Approve a request from Seaside Aquatic Club for a donation of \$3,000.00 from the Mayor's Youth Fund to help cover the costs associated with the operations of the team.

F. ADOPT A RESOLUTION APPROVING THE PURCHASE OF A FORKLIFT IN THE AMOUNT OF \$35,027.00 FROM HERC RENTALS FOR USE BY THE MAINTENANCE AND UTILITIES DIVISION

RECOMMENDATION: Adopt a resolution approving a purchase of a forklift in the amount of \$35,027.00 from the fiscal year 2021/2022 General Fund projected surplus, authorizing the City Manager to execute a purchase agreement with Herc Rentals for an amount not to exceed \$35,027.00 for the forklift, and directing the Finance Department to incorporate these changes in the Fiscal Year 2021/2022 budget.

G. MODIFY POSITION ALLOCATION LIST TO ADD ONE UNCLASSIFIED ENVIRONMENTAL SERVICES COOPERATIVE AGREEMENT (ESCA) PROGRAM DIRECTOR, ELIMINATE ONE ADMINISTRATIVE ANALYST II,

AND APPROVE COMPENSATION PLANS FOR UNCLASSIFIED POSITIONS

RECOMMENDATION: Approve the changes to the Position Allocation List and adopt the updated Compensation Plans. There is no cost to the City for this item as the Army reimburses for 100% of ESCA program costs.

H. ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF BROADWAY AVENUE TO THROUGH TRAFFIC FROM FREMONT BOULEVARD TO CALAVERAS STREET FOR THE OTHER BROTHER BEER COMPANY EVENT ON SEPTEMBER 25, 2021

RECOMMENDATION: Adopt a resolution permitting the closure of Broadway Avenue to through traffic from Fremont Boulevard to Calveras Street to ensure public safety during the Other Brother Beer Company event on Saturday, September 25, 2021.

I. PROCLAMATION HONORING THE LATE CARLOS RAMOS

RECOMMENDATION: Recognize the life and legacy of Carlos Ramos by the proclamation in his honor.

J. APPROVE A FEE WAIVER REQUEST FROM LEAGUE OF UNITED LATIN AMERICAN CITIZENS (LULAC) COUNCIL #2895 FOR USE OF CITY HALL LAWN FOR A CELEBRATION OF LIFE FOR CARLOS RAMOS

RECOMMENDATION: Approve the fee waiver request from LULAC Council #2895.

K. ADOPT A RESOLUTION FOR DESIGNATION OF VOTING DELEGATES AND ALTERNATES FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE AND EXPO BEING HELD SEPTEMBER 22 - 24, 2021 IN SACRAMENTO, CALIFORNIA

RECOMMENDATION: Appoint Mayor Ian Oglesby as the voting delegate at the conference.

L. ADOPT A RESOLUTION APPROVING PARCEL MAP FOR PHASE 2A & 2B OF THE ENCLAVE WITHIN THE FORT ORD GOLF COURSES

RECOMMENDATION: Adopt a resolution approving the parcel map for Phase 2A and 2B of the Enclave, authorizing the City Manager to execute the map and quitclaim deeds of partition.

9. PUBLIC HEARING

A. ADOPTION OF ORDINANCE AMENDING SEASIDE MUNICIPAL CODE

SECTIONS 10.24.010, 10.24.020, AND 10.24.040 RELATING TO THE ADOPTION OF A TRAFFIC SURVEY (SECOND READING-ROLL CALL VOTE)

RECOMMENDATION: Pass to print adoption of Ordinance amending the Seaside Municipal Code Section 10.24.010, 10.24.020, and 10.24.040 relating to the adoption of a traffic survey.

10. BUSINESS ITEMS

A. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES FOR DESIGN SERVICES IN SUPPORT OF PHASE II BUILDING REMOVAL FOR CAMPUS TOWN DEVELOPMENT IN THE AMOUNT OF \$454,462.00

RECOMMENDATION: Adopt a Resolution authorizing the City Manager to execute a Professional Services Agreement with Harris & Associates in the amount of \$454,462.00 and amendments such that the total contract value does not exceed \$545,354.00.

B. CONSIDER SECOND AMENDMENT TO THE SECOND AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT WITH CYPRESS SEASIDE, SEASIDE HOTEL INVESTORS, SRD H, R, 33 AND SHEA HOMES FOR THE GOLF COURSE HOTEL PARCEL AND AUTHORIZE CITY MANAGER TO EXECUTE THE AMENDMENT

RECOMMENDATION: Consider the draft Second Amendment to the Second Amended Disposition and Development Agreement for the Golf Course Hotel and authorize the City Manager to execute the amendment, subject to final review and approval by the City Attorney.

C. CONSIDER THIRD AMENDMENT OF AMENDED AND RESTATED GROUND LEASE AND THIRD AMENDMENT TO MEMORANDUM OF AMENDED AND RESTATED LEASE ADJUSTING THE LEASED PREMISES DESCRIPTION AND APPROVE SEASIDE GOLF ACQUISITION GROUP, LLC AS AN ACCEPTABLE TRANSFEREE OF THE GOLF COURSE LEASE AND AUTHORIZE CITY MANAGER TO EXECUTE DOCUMENTS TO IMPLEMENT SUCH ASSIGNMENT AND ASSUMPTION OF GOLF COURSE LEASE

RECOMMENDATION: Consider Third Amendment of Amended and Restated Ground Lease to reflect technical changes to the property description and approve Seaside Golf Acquisition Group, LLC as an acceptable transferee of the Golf Course Lease and authorize the City Manager and City Attorney to take such actions, execute such document(s) and consent(s) as are required to implement the Assignment and Assumption of the Lease.

11. COUNCIL MEMBER REQUESTS

A. REPORT ON REQUESTS FROM PRIOR MEETING

1. LANDLORD AND RENTERS ACCESS TO FEDERAL PROGRAMS FOR RENTAL PROTECTION BENEFITS (OGLESBY)

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 for members of the City Council, the City Manager and City Attorney to make brief comments of general interest to the community and report on committee assignments.

13. ADJOURNMENT

Next Regularly Scheduled Meeting:
September 16, 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

HYBRID MEETING
VIRTUAL ONLY
Thursday, August 19, 2021
5:00 PM

1. CALL TO ORDER

Mayor/Chair 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

A moment of silence was held for invocation. The pledge was led by City Manager Craig Malin.

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

Peter Kaiser, Gary Toet, Sarah Haller, Kay Cline

6. PUBLIC AGENCY COMMUNICATIONS

A. INTRODUCTION OF NEW CITY STAFF TEAM MEMBERS

Samantha Alcaraz Human Resources Analyst provided a presentation to introduce Kee Hyon Higgins, Recreation Supervisor; Molly Fittro, Recreation Supervisor; Trevin Barber, Assistant to the City Manager/Economic Development Director; Amanda Rotella, Assistant City Manager/Community Development Director; Ernesto Altamirano, Communications & Community Engagement Specialist; Ashley Collick, Assistant City Manager.

7. PRESENTATIONS

A. VACCINATION UPDATE

Fire Chief Mary Gutierrez provided the presentation and responded to questions from the Council.

B. CALIFORNIA STATE UNIVERSITY MONTEREY BAY (CSUMB) UPDATE

CSUMB President Dr. Eduardo Ochoa provided the presentation and responded to questions from the Council.

C. HOME MATCH, MONTEREY PROGRAM OVERVIEW

Home Match Program Director Alyssa Kroeger provided a presentation and responded to questions from the Council.

Mayor Oglesby re-opened public comment.

PUBLIC COMMENT: Carly Tantillo

D. PROCLAMATION PRESENTATION

Mayor Oglesby presented a proclamation and plaque to City Manager Craig Malin thanking him for his time, effort and service to the City. Mr. Malin provided comments and the City Council also provided comments.

8. CONSENT AGENDA

Mayor Oglesby read the consent agenda items and asked if there were any request to pull items from the Council and the public. Councilmember Campbell requested to pull item 8I and; Sarah Haller requested to pull items 8D and 8E.

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 approve the Consent Agenda items except for items 8D, 8E and 8I.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

A. APPROVE MINUTES FROM AUGUST 5, 2021

Action: Approved

B. APPROVE AND FILE CITY CHECKS

Action: Approved & Filed

C. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

Action: Approved & Filed

D. APPROVE APPOINTMENTS TO COMMISSIONS

Sarah Haller pulled the item and asked questions regarding the selection process and provided comment on the item. The Council provided comments and the Mayor responded to the comments.

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 appointments to commissions.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

Action: Approved

E. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM OPERATION SECOND CHOICE, INC

Sarah Haller pulled the item and provided comments on the item regarding the verification of the EIN number on the application. Mayor Oglesby responded to the comments.

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 Mayor's Youth Fund contribution request from Operation Second Choice, Inc.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

Action: Approved

F. ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE HIGHLAND OTIS PARK IMPROVEMENTS PROJECT, APPROPRIATING \$62,669.00 FROM THE GENERAL FUND TO THE PROJECT, AND AWARDING A CONSTRUCTION CONTRACT TO DON CHAPIN COMPANY FOR AN AMOUNT NOT TO EXCEED \$112,160.00 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING 12% CONTINGENCY FOR \$125,619.00.

Action: Adopted Reso #21-69

- G. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH WALLACE GROUP FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE HIGHLAND OTIS PARK IMPROVEMENT PROJECT FOR AN AMOUNT NOT TO EXCEED \$25,500.00**

Action: Adopted Reso #21-70

- H. ADOPT A RESOLUTION TO APPROPRIATE \$40,000.00 FROM FUND BALANCE (FUND 100) AND AUTHORIZE THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH DENISE DUFFY & ASSOCIATES TO ASSIST WITH THE PREPARATION OF THE APPLICATION FOR MARINA COAST WATER DISTRICT'S LOCAL AGENCY FORMATION COMMISSION SERVICE AREA ANNEXATION AND SPHERE OF INFLUENCE AMENDMENT FOR THE CAMPUS TOWN DEVELOPMENT IN THE AMOUNT NOT TO EXCEED \$40,000.00.**

Action: Adopted Reso #21-71

- I. ADOPT A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH MICHAEL A. HOULEMARD, JR. TO PROVIDE STRATEGIC PLANNING SERVICES ON THE FORMER FORT ORD**

The item was pulled by Councilmember Campbell. City Attorney Sheri Damon responded to questions from the Council and the public.

PUBLIC COMMENT: Sarah Haller, Eloise Shim, Susan Schiavone

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 adopt a resolution authorizing the City Attorney to execute a professional services contract with Michael A. Houlemard, Jr. to provide strategic planning services on the former Fort Ord.

RESULT: 3-2-0-0

AYES: Garcia-Arrazola, Oglesby, Pacheco,

NOES: Campbell, Wizard

ABSTAIN: None

ABSENT: None

Action: Adopted Reso #21-72

- J. ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF BROADWAY AVENUE TO THROUGH TRAFFIC FROM HILLSDALE STREET TO DEL MONTE BOULEVARD FOR THE GOLD COAST RODS SHOWS ON AUGUST 27, 2021, SEPTEMBER 24, 2021 AND OCTOBER 29, 2021.**

Action: Adopted Reso #21-73

9. PUBLIC HEARING

A. INTRODUCTION OF AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE SECTIONS 10.24.010, 10.24.020, AND 10.24.040 RELATING TO THE ADOPTION OF A TRAFFIC SURVEY (FIRST READING-ROLL CALL VOTE)

City Engineer Nisha Patel introduced the item and consultant David Parisi. Mr. Parisi provided the presentation and responded to questions from the Council.

On motion by Councilmember Wizard and second by Mayor Pro Tem Pacheco and carried by the following roll call vote, the City Council moved to introduce the first reading of an ordinance amending Seaside Municipal Code sections 10.24.010, 10.24.020, and 10.24.040 relating to the adoption of a traffic survey.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

Action: Second reading to be held on September 2, 2021

10. BUSINESS ITEMS

A. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE WITH COMMUNITY PARTNERSHIP FOR YOUTH (CPY) FOR OFFICE SPACE

Recreation Director Dan Meewis provided a presentation and responded to questions from the Council.

Mayor Oglesby properly opened public comments. There were no comments from the public.

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 adopt a resolution authorizing the City Manager to execute a lease with Community Partnership for Youth for office space.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

Action: Adopted Reso #21-74

B. REVIEW AND DISCUSS DRAFT REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR CITY MANAGER RECRUITMENT

Human Resources Director/Risk Manager Roberta Greathouse provided the presentation and responded to questions from the Council.

The Mayor properly opened public comment. There were no comments from the public.

On motion by Councilmember Wizard and second by Mayor Pro Tem Pacheco and carried by the following roll call vote, the City Council provided direction and approved for staff to release the request for statements of qualifications for City Manager recruitment.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: APPROVED

11. COUNCIL MEMBER REQUESTS

A. REPORTS ON REQUESTS FROM PRIOR MEETING

None.

B. NEW COUNCILMEMBER REQUESTS

Discussion/action to protect renters and homeowners for eviction protection (Oglesby)

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

Reports provided.

The Mayor and City Council paid respects to recent losses of Seaside residents and those that were engrained in the Seaside community through various avenues.

13. CLOSED SESSION

Ms. Damon read the closed session and did not anticipate any announcements.

A. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9:

Regarding potential litigation (two cases)

B. CONFERENCE WITH LEGAL COUNSEL - PURSUANT TO GOVERNMENT CODE SECTION 54956.9 EXISTING LITIGATION:

Case Name: People v. Arzadon, et al. Monterey County Superior Court
20CV003118

C. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9 EXISTING LITIGATION:

Case Name: Committee for Sound Water and Land Development of Fort Ord v. Seaside, et al. Sixth District Court of Appeal H049031

D. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9 EXISTING LITIGATION:

Case Name: Dow v. City of Seaside, Monterey County Superior Court 21CV001808

E. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8:

Property: Broadway and Del Monte: 1590 Del Monte and 490 Broadway Ave (APNs: 011-302-002 and 011-302-014)

City Negotiators: City Manager and City Attorney

Under Negotiation: price, terms of payment or both

F. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8:

Property: Purchase of 450 acre feet of water

City Negotiators: City Manager and City Attorney

Negotiating Parties: City of Seaside and Marina Coast Water District

Under Negotiation: price, terms of payment or both

G. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8:

Property: Golf Course Hotel parcel located at 1 McClure Way, Seaside, CA 93955

Agency Negotiators: City Manager and City Attorney

Negotiating Parties: City of Seaside and Seaside Resort Development (SRD), et. al.

Under Negotiation: Price, Terms of Payment, or both

H. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54957 - PUBLIC EMPLOYEE:

Title: City Manager, Exit Interview

Ms. Damon announced there was no action to report.

14. ADJOURNMENT

With no further business, the meeting was adjourned in the memory and honor of Jan Kippers Black, Parniest R. Glover, Phil Malate, Carlos Ramos and, Jerry Smith at 10:58 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



CITY OF SEASIDE STAFF REPORT

Item No.: 8.B.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Jessica Riley, Assistant Finance Director

DATE: September 2, 2021

SUBJECT: APPROVE AND FILE CITY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of July 31, 2021 through August 13, 2021 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending August 12, 2021. Total Accounts Payable and Payroll for the above referenced period is \$1,550,946.95.

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:

- \$1,018,511.84 for Payroll and benefits
- \$27,568.90 to California-American Water for Water consumption for multiple City of Seaside service addresses. Billing period of 22/22/2021 - 7/26/2021. Service addresses include city buildings, parks, fire hydrants, irrigation stations, and city affordable housing.
- \$24,748.51 to John C. Gemma for (2) Aruba Network Switches; April-June 2021

Network Support per consulting agreement.

- \$15,418.08 to Monterey Bay Air Resources District for Fiscal year 2021-22 per capita assessment fees.
- \$22,135.57 to Monterey One Water for January - March 2021 Sewage Lift Station maintenance.
- \$10,097.00 to Phoenix Iron Works for Draw request for Bike Safe Grates project (batch 8).
- \$21,875.00 to Monterey Bay Military Housing LLC for United Way rental assistance for three tenances.
- \$14,500.00 to Chris Wheeler for City Housing construction services at 956 Hilby including laundry room demolition and replacement.
- \$11,070.00 to Nels Stanley Peterson for United Way rental assistance for one tenant.

The remaining checks, totaling \$385,022.05 include payments to vendors for operating expenditures.

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

<https://www.ci.seaside.ca.us/194/Check-Draft-Register>

FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

None



CITY OF SEASIDE STAFF REPORT

Item No.: 8.C.

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

FROM: Roberta Greathouse, Acting City Manager

BY: Jessica Riley, Assistant Finance Director

DATE: September 2, 2021

SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of July 31, 2021 through August 13, 2021 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending August 12, 2021. Total Accounts Payable and Payroll for the above referenced period is \$306.68.

BACKGROUND

In accordance with Government Code Section 37208, at each City Council meeting the Council is provided a listing of the payroll and general checks issued since the last report so that it can inspect and confirm these checks. Each purchase has been reviewed and approved by the department making the purchase at the time of procurement. The invoice has been reviewed by the Finance Department prior to payment to ensure that it conforms to the approved budget.

Therefore, in accordance with Government Code Section 37208, the above referenced, and linked list of checks conforms to the approved budget and has been paid. These checks are submitted to the City Council for inspection and confirmation.

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

- No checks exceeded \$10,000.

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

<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: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dominique Davis, City Clerk

DATE: September 2, 2021

SUBJECT: APPROVE APPOINTMENTS TO COMMISSIONS

RECOMMENDATION

Approve appointments to Commissions as recommended by the Mayor.

BACKGROUND

The Mayor appoints members to the City's Boards, Commissions and Committees, which serve as advisory boards to the City Council. The purpose of the advisory boards is to supplement the City Council's skills and abilities to help guide the organization toward its mission. They also serve as an important link between the City Council and the Community by providing direct involvement in policy-making and communication of vital information.

THE PROCESS

Seaside residents can apply to be appointed to one of the City's Boards, Commissions and Committees by completing an application and providing it to the City Clerk's office. Upon receipt, the application will be acknowledged and then scheduled for an interview with the Mayor and Mayor Pro Tem.

Once the Mayor has determined applicants to be appointed, the recommendation will be placed on a City Council regular meeting agenda for approval by the City Council. Once the appointment is approved, applicants will a congratulatory letter that includes pertinent information to begin their service.

The Mayor makes appointments to these advisory boards, while the City Manager designates Department Heads or other staff members to serve as staff liaisons that regularly attend meetings and provide technical support.

The Mayor and Mayor Pro Tem have made the following recommendation for appointment:

APPLICANT

Madison Parker
Sharon Coggin

Curt Shafee
Trent Parker

ADVISORY BODY

Art & History Commission
Commission on Jobs, Opportunities and
Businesses in Seaside
Neighborhood Improvement Commission
Community Development Advisory
Committee

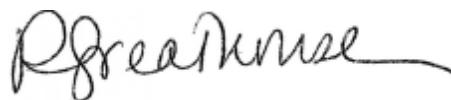
FISCAL IMPACT

None.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: September 2, 2021

**SUBJECT: APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM SEASIDE AQUATIC CLUB - THE DOLPHINS**

RECOMMENDATION

Approve a request from Seaside Aquatic Club for a donation of \$3,000.00 from the Mayor's Youth Fund to help cover the costs associated with the operations of the team.

BACKGROUND

The Seaside Aquatics Club is requesting a donation of three thousand dollars (\$3,000.00) from the Mayor's Youth Fund to help cover the costs associated with the swim team, which include pool rental fees, pool maintenance, supply costs, Red Cross registration fees, and costs for staff. Funds are also established to help subsidize low-income swimmers from the Seaside High School Swim Team who are interested in swimming year round.

The Seaside Aquatics Club participates in the annual Coastal Clean-up Day held each year in Monterey County and they also recycle soda cans and plastic materials as a fundraiser for the team. The Seaside Dolphins hold three major fund raisers each year to help support the team and to keep fees affordable.

Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy. Seaside Aquatics Club last received a contribution of three thousand dollars (\$3,000.00) from the Mayor's Youth Fund at the July 16, 2020, City Council meeting.

FISCAL IMPACT

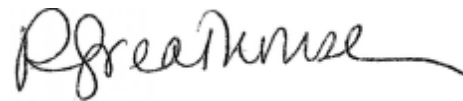
This request would be funded by a donation from Green Waste Recovery Inc. to the Mayor's Youth Fund. The current balance in the Mayor's Youth Fund Account is \$51,100.73. If the City Council approves this request, the balance will drop down to \$48,100.73

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 Aquatic Club - The Dolphins 2021
 2. W-9 - Seaside Aquatic Club 2021
 3. Mayors Youth Fund Closing Report 2020
-

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to read 'R Greathouse', with a long horizontal flourish extending to the right.

Roberta Greathouse, Acting 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 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

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: **Seaside Aquatic Club – The Dolphins**
Coach Ken Fittro

Address: **P.O. Box 950, Seaside, CA 93955**

Email: **backstrider@aol.com**

Phone Number: Cell: **(831) 402-0312**

Name of Individual: **Team**

% Residents or Students of Seaside: **70%**

of Participants: **100+**

Ages: **5 - 18**

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	<u>XX</u>
Music	_____
Environmental	_____
Art	_____

Is funding a reward for one of these activities? Funding is to help with costs associated with the team including pool rental fees, swim meet registration fees for low-income participants.

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

The Seaside Aquatics Club-The Dolphins

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.

All funds raised are specifically used to support the costs associated with the swim team; pool rental fees, pool maintenance and supply costs and safety and Red Cross registration fees. Funds also are established to help subsidize low income swimmers from the Seaside High School Swim Team who are interested in swimming year round. Related to the goals of recycling, clean-up and sustainability, the swim team participates in the annual Coastal Clean-up Day held each year in Monterey County and also recycles soda cans and plastic materials as a fundraiser for the team. Since they swim at Seaside High School they also participate in school clean up days after swim practices.

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

The Seaside Dolphins hold three major fund raisers each year to help support the team and to keep fees affordable so that everyone can participate including: 4th of July Fireworks sales, the annual Swim For Funds event, and volunteer participation in the Big Sur Marathon.

*Total Amount Requested: (See Contribution limits) \$3000.00

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.

SEASIDE DOLPHINS



The Seaside Dolphins are a team of young men who are dedicated to the sport of basketball. They are coached by Coach [Name] and are currently competing in the [League Name]. The team has a strong record and is looking forward to a successful season. The players are all hardworking and dedicated to their sport. They are also active in their community and are proud to represent Seaside. The team is a source of pride for the school and the community. They are a team that is always ready to give their best effort. They are a team that is always looking for ways to improve. They are a team that is always striving for excellence. They are a team that is always ready to take on any challenge. They are a team that is always ready to give their all. They are a team that is always ready to win. They are a team that is always ready to be the best. They are a team that is always ready to be the Seaside Dolphins.

SEASIDE AQUATICS CLUB - THE DOLPHINS

P.O. BOX 950

Seaside, CA 93955

Mayor Ian Oglesby
City of Seaside
440 Harcourt
Seaside, CA 93955

Dear Mayor Oglesby and Council Members:

Attached is an application for funding for the Mayor's Youth Fund for the Seaside Aquatic Club: The Dolphins. Our club has a long history in the City of Seaside and was started in 1994 at the Pattullo Swim Center under the City of Seaside and became a non-profit organization in early 1997. Starting with a handful of kids and have grown to over 100 strong. Currently we swim at pools on the Monterey peninsula including Pattullo Swim Center and Seaside High School. We believe that swimming is an equal opportunity sport and that anyone can participate and nobody should be excluded. It allows young people the opportunity to train individually and learn together as a team. Swimming fosters positive relationships and having a diverse team makes our community better. It is also the only sport that can save your life; particularly for minority and low-income youth. Public schools have cut PE aquatics classes and minority participation in aquatics is historically very low. Approximately 60%-70% of African-Americans and Hispanics have low to no swimming ability and minorities have a high drowning rate in the United States.

Our team has a special relationship with Seaside High School and as Head Coach for both the Seaside Aquatics Club and Seaside High Swim Team I work very hard to make sure our swimmers at Seaside High can continue swimming at the club level year round. We have provided swim scholarships for many swimmers over the years.

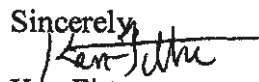
Our team relies on donations from a variety of sources but costs continue to rise. This donation will go towards expenses related to the team including pool rental fees, youth scholarships and Red Cross training materials. Many of our swimmers become strong swimmers and we provide training for them to become lifeguards. This training allows them to become employed as lifeguards at many of the local pools; particularly Pattullo Swim Center.

The team is a strong supporter of the goals related to recycle, cleanup and green sustainability. We recycle hundreds of pounds of bottles and cans year round and use those proceeds to help fund our program. Each year we also participate in the annual beach cleanups that are held at local beaches. We use this opportunity to teach our swimmers the importance of volunteering and stewardship of the beaches. One of our strongest activity is the Alcatraz Swims held each year. Many of our swimmers participate in these swims and practice for them in the Monterey

Bay. A bay that is far colder than the Sand Francisco Bay. Seaside Aquatics Club has even won the Alcatraz Bay Swim!

Thank you for considering our request and if you need any further information please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Fittro", written over the word "Sincerely,".

Ken Fittro

Head Coach-Seaside Aquatics Club
backstrider@aol.com

**Request for Taxpayer
Identification Number and Certification**

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

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

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

3 Check appropriate box for federal tax classification; 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. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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.)
238 Mortimer Lane

6 City, state, and ZIP code
Marina, CA 93933

7 List account number(s) here (optional)

Requester's name and address (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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								

or

Employer identification number								
7	7		0	4	7	4	0	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Tina Cieri*

Date ▶ *5/24/21*

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

MAYOR'S YOUTH FUND CLOSING REPORT *

Date Mayor's Youth Fund was approved by council: 7.16.2020

Name of Organization: Seaside Dolphins (SEA)

Contact: 831.917.7111

Address: Po Box 950 Seaside, Ca 93755

Email/Phone: milygfh20@aol.com / 831.917.7111

Amount of Donation Received: \$3,000

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

Scholarships for Swimmers, pool supplies, equipment,

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.

The dolphins have been recently practicing at the beach after their dryland swim. The swimmers (30+) are required to pick up 5-10 pieces of trash. We recycle water bottles as well but

Signature: Mily Zito

urge swimmers to bring a reusable bottle.

Date: 7.20.20

*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.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Dave Fortune, Maintenance and Utilities Superintendent

DATE: September 2, 2021

**SUBJECT: ADOPT A RESOLUTION APPROVING THE PURCHASE OF A
FORKLIFT IN THE AMOUNT OF \$35,027.00 FROM HERC
RENTALS FOR USE BY THE MAINTENANCE AND UTILITIES
DIVISION**

RECOMMENDATION

Adopt a resolution approving a purchase of a forklift in the amount of \$35,027.00 from the fiscal year 2021/2022 General Fund projected surplus, authorizing the City Manager to execute a purchase agreement with Herc Rentals for an amount not to exceed \$35,027.00 for the forklift, and directing the Finance Department to incorporate these changes in the Fiscal Year 2021/2022 budget.

BACKGROUND

The Maintenance and Utilities Division of the Public Works Department is requesting to purchase a forklift from Herc Rentals for use by the maintenance staff in support of all the Divisions within the Department to include the Presidio of Monterey Annex (POMA) Contract, with the federal government. The forklift will generate revenue through equipment rental rates billed when used in support of the contract.

The City solicited a proposal to purchase the forklift from Herc Rentals, a registered firm with US Communities, a federal procurement system of which the City of Seaside is also a registered party. Chapter 3.04.110 of the Seaside Municipal Code permits the use of a cooperative procurement agreement. The purchase price provided in the attached proposal (Attachment 2) includes delivery to the City, and all applicable fees and taxes.

Staff recommends purchase of a forklift in the amount of \$35,027.00 from Herc Rentals.

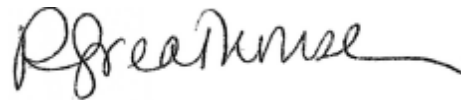
FISCAL IMPACT

Funds in the amount of \$35,027.00 are required from the fiscal year 2021/2022 General Fund projected surplus to purchase the forklift. If approved by the City Council, the fiscal year 2021/2022 projected surplus will decrease from \$107,278 to \$72,251. Staff recommends the funds be appropriated to the Department Equipment account for Government Buildings, 100-8310-8187.

ATTACHMENTS

1. Resolution
 2. Herc Quote
-

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to read 'R Greathouse', with a long horizontal flourish extending to the right.

Roberta Greathouse, Acting City Manager

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT IN THE AMOUNT OF \$35,027 FROM HERC RENTALS FOR A FORKLIFT FOR THE MAINTENANCE AND UTILITIES DIVISION OF THE PUBLIC WORKS DEPARTMENT AND AUTHORIZING THE CITY FINANCE DIRECTOR TO AMEND THE FISCAL YEAR 2021/2022 CITY BUDGET TO APPROPRIATE GENERAL FUNDS FOR THE PURCHASE

WHEREAS, the Maintenance and Utilities Division of the Public Works Department is an essential function department for the City of Seaside that requires reliable equipment to function; and

WHEREAS, the existing forklift was handed down to the city 20 years ago as a used piece of equipment; and

WHEREAS, the city is a registered party of US Communities, a program of the federal procurement system; and

WHEREAS, Chapter 3.04.110 of the Seaside Municipal Code permits the use of cooperative procurement agreements; and

WHEREAS, the City received a proposal from Herc Rentals, a registered contractor with US Communities, to purchase a forklift; and

WHEREAS, the Herc Rentals proposal is in the amount of \$35,027; and

NOW, THEREFORE BE IT RESOLVED, that the City of Seaside City Council approves purchase of a forklift from Herc Rentals in the amount of \$35,027, and authorizes the City Manager to execute the agreement for purchase; and

NOW, BE IT FURTHER RESOLVED, that the City of Seaside City Council directs the Finance Director to appropriate \$35,027 from the General fund to account 100- 8310-8187.

PASSED AND ADOPTED at a regular meeting of the City of Seaside City Council duly held on the 2nd day of September 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

SALES QUOTE

Herc Rentals Inc.



Office: 831-751-2444

Branch #: 9735

Fax:

Cell: 831-324-3913

Email: JULIO.HERNANDEZ@HERCRENTALS.COM

Sales Rep: **CESAR HERNANDEZ**

Date: 7/21/2021

Customer Information

Name: **City of Seaside**

Contact: Dave Fortune

Address: 610 Olympia Ave

City, State: Seaside

Zip: 93955

Phone: **(831) 899-6829**

Fax:

Job Site Information

Name: **Same**

Contact:

Address:

City, State:

Zip:

Phone:

Fax:

Qty	Description	Part Number	Unit Price	Unit of Measure	Extended Price
1	New Doosan G25N-7 LP Forklift with Nissan 2.5L Engine, 5000# Capacity, I.C. Pneumatic Tires, Propane Powered Only, Extra Propane Tank	G25N-7 LP	31,910.81		31,910.81
	30 - 32 WEEKS DELIVERY				
	UNIT PRICE INCLUDES FACTORY FREIGHT				
	TAX RATE WILL BE BASED ON WHERE THE EQUIPMENT IS DELIVERED				

Sales Quote is valid through: 30 DAYS

Sub Total	31,910.81
Transportation Charges	150.00
Estimated Taxes 9.25%	2,965.62
Estimated Total	\$35,026.43

Comments :

This price quote is for information purposes only and does not constitute an offer to rent or sell goods or equipment. All rentals or sales shall be subject to the terms and conditions of Herc Rentals Contract or Sales Invoice.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Roberta Greathouse, Human Resources Director/Risk Manager
Sheri Damon, City Attorney

DATE: September 2, 2021

**SUBJECT: MODIFY POSITION ALLOCATION LIST TO ADD ONE
UNCLASSIFIED ENVIRONMENTAL SERVICES COOPERATIVE
AGREEMENT (ESCA) PROGRAM DIRECTOR, ELIMINATE ONE
ADMINISTRATIVE ANALYST II, AND APPROVE COMPENSATION
PLANS FOR UNCLASSIFIED POSITIONS**

RECOMMENDATION

Approve the changes to the Position Allocation List and adopt the updated Compensation Plans. There is no cost to the City for this item as the Army reimburses for 100% of ESCA program costs.

BACKGROUND

In June of 2020, the City of Seaside assumed responsibility for the Environmental Services Cooperative Agreement (ESCA) duties as well as the ESCA property Land Use Control (LUC) implementation from the Fort Ord Reuse Authority (FORA). The City hired former FORA staff members to perform this work. After the ESCA team resigned, the program staffing was reorganized and the positions were filled with new staff who did not possess Army specific knowledge or experience, but possessed strong transferable skills. Unfortunately, those staff have resigned. Program supervision was also transferred from the Assistant City Manager to the City Attorney.

After several months of supervising the program, the City Attorney recommends several actions:

1. Hire an ESCA Program Director and set the top step salary at \$144,347. This position will be Unclassified and Exempt. This position was formerly titled Senior Program Manager (ESCA);

2. Eliminate one Administrative Analyst II from the ESCA Program;
3. Fill the remaining Administrative Analyst II position with an individual with strong analytical and technical skills; and
4. Assign program supervision to the Assistant City Manager / Community Development Director.

As the Unclassified Positions were vacant at the time the Council approved the Memoranda of Understanding with the City's other associations, the Compensation Plans were not brought to Council for updating. The changes to the compensation plan are consistent with the changes to the other City employees' MOUs including: 2% salary increase; a new longevity program; and the addition of Juneteenth as a recognized holiday.

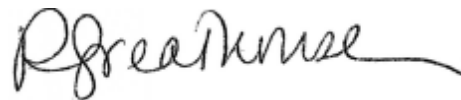
FISCAL IMPACT

There is no cost associated with this item. All ESCA costs are reimbursed 100% by the Army.

ATTACHMENTS

1. Non-Exempt Unclassified Compensation Plan
2. Unclassified Compensation Plan
3. ESCA Program Director Job Description
4. Resolution

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

City of Seaside
Compensation Plan for Unclassified Non-Exempt Positions
Effective July 1, 2021

1. **APPLICATION:** This Compensation Plan applies to non-exempt job classifications established as unclassified.
2. **EMPLOYMENT STATUS:** In accordance with Municipal Code Section 2.44.030, employees not included in the classified service shall serve at the pleasure of their appointing authority and they may be terminated or disciplined at will without any right of appeal.
3. **SALARY ADJUSTMENT:**
Effective July 10, 2021, the salary schedule for Unclassified Non-Exempt employees shall be increased by 2%.
4. **SPECIAL PAY:**
 - A. **Longevity Pay:**
Effective July 10, 2021, the following longevity pay program will be in effect:
 - a. Unclassified employees with five or more years of service shall receive longevity pay in the amount of 2.5% of the member's Base Salary Rate.
 - b. Unclassified employees with ten or more years of service shall receive longevity pay in the amount of an additional 2.5% of the member's Base Salary Rate (total of 5%).
 - c. Unclassified employees with fifteen or more years of service shall receive longevity pay in the amount of an additional 2.5% of the member's Base Salary Rate (total of 7.5%).
 - B. **Spanish Bilingual Pay:**
 - a. A 2 ½% premium above base pay will be granted to an employee who speaks the Spanish language in the course and scope of his or her job duties after successful completion of City provided testing and approval of the Appointing Authority.
 - b. Upon approval of the Appointing Authority, an employee required to read and write in Spanish in the course and scope of his or her job duties will be provided a 2 ½% premium above base pay after successful completion of City provided testing.
 - c. This program is subject to administrative direction and to City established procedures and formal testing. The City will use Language Testing International (LTI) or another suitable and appropriately certified testing organization.
 - d. Granting and removal of this premium is within the sole discretion of the City. Removal of this premium shall not be considered disciplinary action.
 - e. Unless recommended approved by the Appointing Authority, bilingual pay will be for Spanish only.
5. **OVERTIME:**
 - A. **Pre-Approval:**
Requests for overtime that can be scheduled should be pre-approved by the

City of Seaside
Compensation Plan for Unclassified Non-Exempt Positions
Effective July 1, 2021

Appointing Authority or designee. Overtime not possible to schedule in advance and necessary for public safety and welfare shall be worked at Appointing Authority discretion.

B. Overtime Calculation:

Hours actually worked in excess of 40 per week shall be paid at time-and-a-half the City's premium rate, which will be no less than the regular rate of pay as that term is defined in the Fair Labor Standards Act (FLSA). Hours worked in excess of an employee's shift that are not FLSA overtime hours shall be paid at one times the premium rate. All employee overtime shall be earned in increments of one-quarter (1/4) hour.

C. FLSA Work Period / Work Week

For employees on 5/8 or 4/10 work schedules, the work period for FLSA overtime purposes begins on Saturday at 12:00 am and ends on Friday at 11:59 pm and regularly recurs. For employees on 9/80 work schedules, the work period for FLSA overtime purposes begins four hours into each employee's alternating eight hour shift.

D. Maximum Compensatory Leave Balance:

Compensatory time may be granted instead of overtime pay only where requested by the employee and approved by the Appointing Authority. Personnel may accrue up to a maximum of 100 hours of compensatory time in lieu of overtime.

6. ADMINISTRATION OF PAY PLAN:

A. Anniversary Date

- a. The anniversary date for each employee is the date he/she is hired, reclassified, or promoted.
- b. The anniversary date of any employee shall be adjusted, or changed, in the case of a leave of absence, by moving said anniversary date forward a time equal to the length of such leave of absence, except family care or medical leave, according to the California Family Rights Act and military leaves of absence in accordance with the California Military and Veterans Code and Title 38, chapter 43, U.S. Code. Whenever any employee is absent from work without pay for any period of exceeding thirty (30) continuous days, the anniversary date of said employee shall be adjusted by moving said anniversary date forward a time equal to the length of absence from work.
- c. The anniversary date of any employee shall be adjusted by moving said date forward a time equal to any delay in movement through the steps of the salary range put forth below.

B. Salary Ranges

- a. The five (5) steps of each salary range shall be interpreted and applied as follows:
- b. The first step is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel, or if a

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person of unusual qualifications is engaged, the City Manager may hire at a higher step.

- c. The second step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of six (6) months satisfactory service in the first step and upon written recommendation of the Appointing Authority and approval by the City Manager.
- d. The third step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the second step and upon written recommendation of the Appointing Authority and approval by the City Manager.
- e. The fourth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the third step and upon written recommendation of the Appointing Authority and approval by the City Manager.
- f. The fifth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the fourth step and upon the written recommendation of the Appointing Authority and approval of the City Manager.
- g. Notwithstanding the foregoing provisions of this Section, an employee who is promoted or reclassified from one classification to a higher classification, or from a flat salary to classification having a higher overlapping salary range, shall be adjusted:
- h. To the step in their new range, which shall provide an increase in his/her salary, except that they shall not retain credit for the time served in his/her former step. If the step in the new range is the first step, the employee shall remain in that step for six (6) months before becoming eligible for advancement to the second step.
- i. If from a flat salary to a range, to the lowest step in his/her new range or classification that exceeds his flat salary.
- j. General adjustments in salary ranges made by general increases or decreases shall be made by adjusting all classes upward or downward to the appropriate salary range herein provided. Where the salary range for a given class or for several classes is revised upward or downward the employees shall have their existing salary adjusted to the same step in the new range.
- k. In any case where, by reason of unusual circumstances, rigid adherence to the forgoing principles related to salary adjustments would cause a manifest injustice, the City Manager may make such order relating thereto as in his/her discretion is proper.
- l. Rates of compensation provided for by resolution are fixed on the basis of

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full-time service in full-time positions for the schedule of hours indicated. If any position provided for in the budget is by appropriate language specified or indicated as being for less than full-time services, the rate of compensation provided for such positions shall be adjusted accordingly, except those employees indicated in this resolution as working part-time or on a retainer, in which case they shall draw the full salary indicated. If the present adjustments shall be made in the rates, the step plan shall apply to part-time salaried as well as full-time salaried employees.

- m. Changes in pay rates shall be made on the first day on the pay period next following the date of eligibility and authorization.

7. RETIREMENT:

A. Tier 1 - CalPERS 2% @ 55

- a. Eligibility: Employees determined by CalPERS to be "classic members."
- b. Employee Contribution: Employees will pay the 7.0% employee contribution to PERS.

B. Tier 2 - CalPERS 2% @ 62 Plan

- a. Eligibility: Employees determined by CalPERS to be "new members."
- b. Employee Contribution: Employees will pay 50% of the normal cost as determined annually by CalPERS.

C. Survivor Benefits: The City provides the PERS 1959 Survivors Benefit Level Four. The employee cost is \$2 per month.

D. Deferred Compensation: The City will pay up to one hundred dollars (\$100) per month to the ICMA deferred compensation program for each employee who makes a matching contribution. Contributions will be made on a bi-monthly basis (24 xs per year @ \$50 each).

8. HEALTH AND WELFARE BENEFITS

A. Medical Contributions:

a. MCSIG PPO \$40 (70/30 Plan).

The City will pay 100% of the employee only premium and 90% of the dependent premium. This will be the base contribution amount for all plans except the Grandfathered PACE Plan.

b. MCISG PPO \$25 (80/20 Plan).

Employees electing to participate in the MCSIG PPO \$25 (80/20 Plan) will pay the difference between the City's contribution for the PPO \$40 Plan and the PPO \$25 Plan premium.

c. PACE Plan (90/10 Plan) – Employees hired after October 15, 2015.

New employees enrolling in the PACE 90/10 Plan will pay the difference between the City's contribution for the PPO \$40 plan and the PACE Plan premium.

d. PACE Plan (90/10 Plan) – Grandfathered Tier – open to employees hired

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before October 15, 2015.

The City will pay 81% of the employee only premium; 70% of the employee + 1 premium; and 73% of the family premium.

- B. Dental and Vision Contributions:** The City will contribute towards the cost of the employee's dental and vision insurance as follows:

Dental

Employee Only:	\$44.80
Employee + Spouse:	\$92.90
Employee + Children:	\$102.74
Employee + Family:	\$150.85

Vision

Employee Only:	\$5.35
Employee + 1:	\$5.78
Employee + Family:	\$13.12

- a. **Annual Premium Adjustments:** The City and the employee will split the cost of any increase or decrease to the premium on a 50/50 basis.
- C. Life Insurance:** The City will provide term life insurance for all Employees in the amount of two times the employee's annual salary.
- D. Long-Term Disability:** The City shall pay the cost of a long-term disability program.
- E. IRS Section 125 Plan:** The City shall make available an Internal Revenue Service Code Section 125 Plan for unreimbursed medical and dependent care expenses. The annual maximum is set by the IRS.
- F. Wellness Program:**
- a. **Health Club Membership:** The City will pay up to \$45 per month towards an employee membership at a health club upon submission of receipt of contract to the Finance Division. The City will process dues by payroll deduction if administratively feasible. To be eligible for reimbursement, requests for reimbursement must be received by Finance no later than 90 days from the date of service.
- b. **City Swimming Pool:** Employees and their families will have use of City swimming pool at no cost and may have resident's fee and early-bird sign up for swim classes.

9. LEAVE BENEFITS:

- A. Vacation:** the Appointing Authority has the authority to start a new employee

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covered under this compensation plan anywhere within the accrual schedule and provide them with a starting leave bank of vacation.

- a. **Accrual Rates:** The regular accrual rate shall be:

Years of City Service	Accrual Rate per year
Up to 4	10 days
5 – 9	15 days
10 – 14	17 days
15 – 19	20 days
20 – 24	21 days
25 +	25 days

- b. **Vacation Upon Termination:** Any employee, upon termination of City employment for any reason, who is entitled to vacation time and who has not had the same, shall be paid at his/her current salary rate for such vacation time on the effective date of such termination. If such person works over one-half (1/2) of the month, they shall be entitled to accumulate vacation for that month.
- c. **Maximum Accumulation:** Employees will be allowed to have no more than two years earned vacation accumulated as of the end of the 2nd pay period of January of any year. Payout for leave in excess of maximum will occur on the 1st pay period of March.
- d. **Cash Out:** The City will allow employees to cash out 40 hours of accumulated vacation time as set forth in this section. On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to forty (40) hours of accrued vacation (in whole hour increments) which will be earned in the following calendar year at the employee's base rate of pay. On the pay day of the first pay period in November of the calendar year following election of the cash out, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. However, if the employee's vacation leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out. This cash out provision is voluntary on the part of each employee, and does not change the practice of maintaining a maximum of two years of vacation accumulation at the end of any calendar year.
- e. **Accumulation during OJI Leave:** An employee being paid because of an injury on-the-job will accumulate vacation time and sick leave.
- f. **No Interruption of Accumulation:** No interruption in the accumulation of vacation time shall result when an employee takes sick leave, vacation, temporary military leave, or paid leave because of an on-the-job incurred

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illness or injury.

B. Sick Leave with Pay for Non-Job Related Illness, Injury or Disability

- a. **Accrual:** Each employee shall earn eight (8) hours sick leave with pay for each calendar month or major fraction thereof served. At his / her discretion, the Appointing Authority may provide a new employee with a starting leave bank.
- b. **Sick Leave Use:** Sick leave may be used for the illness/injury of family members and all other permissible uses under state law.
- c. **Bereavement Leave:** Bereavement leave, to a maximum of three (3) working days, will be permitted, without charging such leave against sick leave, upon the death of a member of the employee's immediate family. Immediate family is defined as a parent, child, spouse or domestic partner, brother, sister, grandparents, father-in-law, and mother-in-law of the employee. Employee may use an additional 16 hours of sick leave to extend said leave.

C. On-The-Job Injury Leave:

- a. **Leave of Absence:**
Whenever an employee is disabled by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled to a leave of absence without loss of salary for a period not to exceed three (3) months in any five (5) year period.
- b. **Leave Accrual:** An employee on leave of absence under this section will continue to accumulate sick leave and vacation leave.
- c. **Temporary Disability Benefits:** The employee shall draw full salary under OJI leave, and the City will take credit for any temporary disability payments. Once OJI leave is exhausted, an employee on leave without pay would be entitled to temporary disability in accordance with State Worker's Compensation law.
- d. **Use of Accumulated Leaves:** Once OJI leave has been exhausted, accumulated leaves may be used to supplement temporary disability payments.

D. Holidays: All employees in a pay status for the majority of a pay period shall be entitled to the following holidays:

- First day of January (New Year's Day)
- Third Monday in January (Martin Luther King Observance)
- Third Monday in February (President's Day)
- Thirty-first day of March (Cesar Chavez Day)
- Last Monday in May (Memorial Day)
- Nineteenth day of June (Juneteenth)
- Fourth day of July (Independence Day)
- First Monday in September (Labor Day)

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- Eleventh day of November (Veteran's Day)
 - Fourth Thursday of November (Thanksgiving Day)
 - Day following Thanksgiving Day
 - Working day immediately preceding Christmas Day (Christmas Eve)
 - Twenty-fifth day of December (Christmas Day)
- e. **Holiday Calculation:** Holidays shall be calculated as 8 hours.
- f. **Memorials:** Upon Council approval, every day appointed by the Governor of the State, the President of the United States, or the City Council as a memorial, public fast, Thanksgiving, or holiday.
- g. **Holidays on Sunday:** When a holiday falls on a Sunday, the following Monday shall be recognized as that holiday.
- h. **Holidays on Saturday:** When a holiday falls on a Saturday, the preceding Friday shall be recognized as that holiday.

E. Jury Duty:

The City will grant an employee leave with pay for jury duty. Any checks received from the courts must be submitted to Finance. Travel pay which is included in the check, will be returned to the employee. This rule also applicable to those employees serving on the Grand Jury.

10. CONTINUING EDUCATION AND PROFESSIONAL GROWTH

A. Tuition Reimbursement:

- a. Employees wishing to receive reimbursement for tuition and book expenses must request prior approval from their Appointing Authority. Classes will be approved for reimbursement so long as they are determined to be job related, or required as a part of a degree program. Disputes regarding course approval will be submitted to the Human Resources Director.
- b. The City will encourage enrollment through a tuition and book reimbursement with a maximum of \$500 per fiscal year for Certificate Program and AA plan and \$3,000 per fiscal year for BA and MA plan.
- c. After completing the course with a grade of "C" or better ("Pass" or certificate of achievement for classes that are not graded), proof of completion of course work requirements shall be submitted to the employee's Appointing Authority indicating the specific courses and credits completed, together with transcripts or other documentation as may be required by the Human Resources Director. This information shall be submitted on forms provided by the Human Resources Office.

B. Educational Incentive Pay:

- a. Completion of an accredited educational certificate program or 30 units toward an approved degree program – 1.5%
- b. Completion of AA/AS degree – 3%
- c. Completion of BA/BS degree – 4.5%
- d. Completion of MA/MS degree – 6%

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- e. Educational incentive pays are not cumulative (stackable). The maximum salary increment attainable under this program is 6%.
- f. An employee who wishes to enroll in a school, college, or university for the purpose of fulfilling the educational requirement shall do so on his/her own time.
- g. Requalification of two units over a four-year period will be established to maintain the policy of "Continuing Education and Professional Growth."

11. WORK SCHEDULE:

Employees will work a 40 hour work week. The work schedule shall be defined by the Appointing Authority. Consistent with City past practice the Appointing Authority shall consider alternative work schedule requests and approve where such alternative schedules meet the best interest of the City. Alternative work schedules can include 4/10 work schedules or 9/80 work schedules. The Appointing Authority has the sole discretion to decide whether to approve or deny such alternative schedules.

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- A. APPLICATION:** This Compensation Plan applies to the position of ESCA Program Director. Due to the unique nature of these positions, when established by the City Council, they were determined to be exempt from the classified service.
- B. EMPLOYMENT STATUS:** In accordance with Municipal Code Section 2.44.030, employees not included in the classified service shall serve at the pleasure of the City Manager and they may be terminated or disciplined at will by the City Manager at any time, without any right of appeal.
- C. ANNUAL SALARY:** The following position is exempt from the overtime provisions of the FLSA.
- a. ESCA Program Director: \$118,747.20 - \$144,337.44
- D. SALARY ADJUSTMENTS:**
- a. Longevity Pay:
- i. Unclassified employees with five or more years of service shall receive longevity pay in the amount of 2.5% of the member's Base Salary Rate.
- ii. Unclassified employees with ten or more years of service shall receive longevity pay in the amount of an additional 2.5% of the member's Base Salary Rate (total of 5%).
- iii. Unclassified employees with fifteen or more years of service shall receive longevity pay in the amount of an additional 2.5% of the member's Base Salary Rate (total of 7.5%).
- b. Performance Pay: The City Manager is authorized to grant up to a 7.5% increase to Unclassified employees who exceed expectations in the achievement of established performance goals and objectives. This gives the City Manager flexibility in setting salaries consistent with performance. (Special Compensation CCR 571(a) Incentive Pay.)
- c. General Adjustments:
- i. Effective January 11, 2020: unclassified positions will receive a 3% salary increase.
- ii. Effective January 9, 2021: unclassified positions will receive a 2% salary increase.
- E. RETIREMENT:**
- a. Miscellaneous Classifications:
- i. Tier 1 - CalPERS 2% @ 55
1. Eligibility: Employees determined by CalPERS to be "classic members."
2. Employee Contribution: Employees will pay the 7.0% employee contribution to PERS.

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- ii. Tier 2 - CalPERS 2% @ 62 Plan
 - 1. Eligibility: Employees determined by CalPERS to be “new members.”
 - 2. Employee Contribution: Employees will pay 50% of the normal cost as determined annually by CalPERS.
- b. The City provides the PERS 1959 Survivors Benefit Level Four. The employee cost is \$2 per month.
- c. Deferred Compensation: The City will pay up to \$166.67 per month (\$2,000 annually) to the ICMA deferred compensation program for each employee who makes a matching contribution.

F. MEDICAL, DENTAL, VISION INSURANCE

- a. Medical Contributions:
 - i. MCSIG PPO \$40 (70/30 Plan).
The City will pay 100% of the employee only premium and 90% of the dependent premium. This will be the base contribution amount for all plans except the Grandfathered PACE Plan.
 - ii. MCISG PPO \$25 (80/20 Plan).
Employees electing to participate in the MCSIG PPO \$25 (80/20 Plan) will pay the difference between the City’s contribution for the PPO \$40 Plan and the PPO \$25 Plan premium.
 - iii. PACE Plan (90/10 Plan) – Employees hired after October 15, 2015.
New employees enrolling in the PACE 90/10 Plan will pay the difference between the City’s contribution for the PPO \$40 plan and the PACE Plan premium.
 - iv. PACE Plan (90/10 Plan) – Grandfathered Tier – open to employees hired before October 15, 2015.
The City will pay 81% of the employee only premium; 70% of the employee + 1 premium; and 73% of the family premium.
- b. Dental and Vision Contributions: The City will contribute towards the cost of the employee’s dental and vision insurance as follows:

Dental

Employee Only:	\$44.80
Employee + Spouse:	\$92.90
Employee + Children:	\$102.74

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Employee + Family: \$150.85

Vision

Employee Only: \$5.35
Employee + 1: \$5.78
Employee + Family: \$13.12

- i. Annual Premium Adjustments: The City and the employee will split the cost of any increase or decrease to the premium on a 50/50 basis.
- c. Life Insurance: The City will provide term life insurance for all Employees in the amount of two times the employee's annual salary.
- d. Long-Term Disability: The City shall pay the cost of a long-term disability program.
- e. IRS Section 125 Plan: The City shall make available an Internal Revenue Service Code Section 125 Plan for unreimbursed medical and dependent care expenses. The annual maximum is set by the IRS.
- f. Wellness Program:
 - i. Health Club Membership: The City will pay up to \$45 per month towards an employee membership at a health club upon submission of receipt of contract to the Finance Division. The City will process dues by payroll deduction if administratively feasible.
 - ii. City Recreation Facilities: Employees and their families will have use of City Recreation facilities at no cost.

G. LEAVE BENEFITS:

- a. Vacation: the City Manager has the authority to start a new employee covered under this compensation plan anywhere within the accrual schedule and provide them with a starting leave bank of vacation.
 - i. Accrual Rates: The regular accrual rate shall be:

Years of City Service	Accrual Rate per year
Up to 4	10 days
5 – 9	15 days
10 – 14	17 days
15 – 19	20 days

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20 – 24	21 days
25 +	25 days

- ii. Vacation Upon Termination: Any employee, upon termination of City employment for any reason, who is entitled to vacation time and who has not had the same, shall be paid at his/her current salary rate for such vacation time on the effective date of such termination. If such person works over one-half (1/2) of the month, they shall be entitled to accumulate vacation for that month.
 - iii. Maximum Accumulation: Employees will be allowed to have no more than two years earned vacation accumulated as of the end of the 2nd pay period of January of any year. Payout for leave in excess of maximum will occur on the 1st pay period of March.
 - iv. The City will allow employees to cash out 40 hours of accumulated vacation time as set forth in this section. On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to forty (40) hours of accrued vacation (in whole hour increments) which will be earned in the following calendar year at the employee's base rate of pay. On the pay day of the first pay period in November of the calendar year following election of the cash out, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. However, if the employee's vacation leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out. This cash out provision is voluntary on the part of each employee, and does not change the practice of maintaining a maximum of two years of vacation accumulation at the end of any calendar year.
 - v. Accumulation during OJI Leave: An employee being paid because of an injury on-the-job will accumulate vacation time and sick leave.
 - vi. No Interruption of Accumulation: No interruption in the accumulation of vacation time shall result when an employee takes sick leave, vacation, temporary military leave, or paid leave because of an on-the-job incurred illness or injury.
- b. Sick Leave with Pay for Non-Job Related Illness, Injury or Disability
- i. Accrual: Each employee shall earn eight (8) hours sick leave with pay

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for each calendar month or major fraction thereof served. At his / her discretion, the City Manager may provide a new employee with a starting leave bank.

- ii. Sick Leave Use: Sick leave may be used for the illness/injury of family members and all other permissible uses under state law.
- iii. Bereavement Leave: Bereavement leave, to a maximum of three (3) working days, will be permitted, without charging such leave against sick leave, upon the death of a member of the employee's immediate family. Immediate family is defined as a parent, child, spouse or domestic partner, brother, sister, grandparents, father-in-law, and mother-in-law of the employee. Employee may use an additional 16 hours of sick leave to extend said leave.

c. Management Leave

- i. Annual Accrual: Employees shall earn 40 hours of management leave per calendar year.
- ii. Initial Accrual: For newly hired employees, the initial management leave bank shall be prorated according to the following schedule:

Hired January 1 – March 31:	40 Hours
Hired April 1 – June 30:	30 Hours
Hired July 1 – September 30	20 Hours
Hired October 1 – November 30	10 Hours
Hired December 1 – December 31	0 Hours
- iii. Additional Leave: The City Manager shall have the authority to grant sixteen (16) hours of management time leave to Employees at his/her discretion.
- iv. Management Leave Payoff: Employees shall be permitted to sell back their unused annual management leave (up to five days) as of December 1st of each year.

d. Administrative Leave

- i. Employees shall earn forty (40) hours, non-cumulative, non-reimbursable administrative leave per calendar year.
- ii. Initial Accrual: For newly hired employees, the initial management leave bank shall be prorated according to the following schedule:

Hired January 1 – March 31:	40 Hours
Hired April 1 – June 30:	30 Hours

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Hired July 1 – September 30	20 Hours
Hired October 1 – November 30	10 Hours
Hired December 1 – December 31	0 Hours

- e. Holidays: All employees in a pay status for the majority of a pay period shall be entitled to the following holidays:
- First day of January (New Year's Day)
 - Third Monday in January (Martin Luther King Observance)
 - Third Monday in February (President's Day)
 - Thirty-first day of March (Cesar Chavez Day)
 - Last Monday in May (Memorial Day)
 - Nineteenth day of June (Juneteenth)
 - Fourth day of July (Independence Day)
 - First Monday in September (Labor Day)
 - Eleventh day of November (Veteran's Day)
 - Fourth Thursday of November (Thanksgiving Day)
 - Day following Thanksgiving Day
 - Working day immediately preceding Christmas Day (Christmas Eve)
 - Twenty-fifth day of December (Christmas Day)
- f. Jury Duty:
- i. Jury Duty: The City will grant an employee leave with pay for jury duty. Any checks received from the courts must be submitted to Finance. Travel pay which is included in the check, will be returned to the employee. This rule also applicable to those employees serving on the Grand Jury.

**Program Director
Environmental Services Cooperative Agreement (ESCA)**

DEFINITION

Under administrative direction, the ESCA Program Director provides high level professional services in the management of the ESCA including program contract management, education, reporting, outreach and interface with other agencies and the community. This position is responsible for Army ESCA property Land Use Control (LUC) implementation coordination of enforcement, operation and maintenance management including, access, monitoring, tenant and owner relations and land transfers. This position is also responsible for compliance with Cooperative Services Contract W9128F-07-2-0162-P00015, as such funding may be modified from time to time. Serves as the City's facility management advisor including: regulatory requirements hazardous material and waste requirements on the former Fort Ord. May perform other duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the Assistant City Manager – Community Development. The work provides for a wide variety of independent decision-making, within legal and general policy and regulatory guidelines. Exercises general direction and supervision over professional, technical, and administrative support staff either directly or through subordinate levels of supervision.

CLASS CHARACTERISTICS

This is a division head classification that oversees, directs, and participates in all activities of the ESCA Division. Successful performance of the work requires knowledge of public policy, municipal functions and activities, including the ability to coordinate, develop, oversee, and monitor projects and programs.

EXAMPLES OF ESSENTIAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Liaison with and provide guidance to Board and Committees, agencies, jurisdictions, community organizations, and contractors
- Manage contract obligations and insure compliance with: U.S. Army agreements, the ESCA Remediation contract and ESCA Third Party Quality Assurance contract, agreements with other Jurisdiction and any relevant FORA documents. Initiate solution-oriented discussion and processes to proactively address risk management
- Coordinate with and advise other land-use jurisdictions on requirements, documents, restrictions, and controls

- Provide, manage and facilitate ESCA Land Use Control public outreach, meetings, hearings, and events
- Report ESCA program progress to: Department of the U.S. Army (Army), U.S. Environmental Protection Agency (EPA), California Department of Toxic Substance Control (DTSC), the City Council, and other land-use jurisdictions.
- Manage land transfer paperwork, process and archives
- Represent City at public events and speaking engagements, to include Council/Supervisor meetings, Army Base Realignment and Closure (BRAC) Munitions Response Base Cleanup Team (MR BCT) meetings and Habitat meetings, ESCA outreach and Regulatory meetings and other related meetings
- Develop and provide tours for elected officials, dignitaries, the public and agencies on program specific and general Base Reuse history and progress
- Manage budgets for the ESCA program, building removal, real property including monitoring fiscal activity/legal activity and forecasting expenditures
- Provide PLL Insurance Claims Management. Collect, compile jurisdiction/owner/utility providers Unexploded Ordnance (UXO) Construction Support Plans (CSP) and submit/manage their review and approval
- Manage production, review and approve ESCA documents for release to regulators and the public
- Make presentations at City Council and other formal and informal meetings
- Manage ESCA property Land Use Control Implementation Plan/Operation and Maintenance Plan (LUCIP/OMP) and jurisdiction/public education, reporting, enforcement and compliance.
- Supervise the ESCA Program Coordinator and other staff as assigned
- Prepare contracts and process invoices within City, State, and Federal funding requirements
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Public agency budgetary, contract administration, City-wide administrative practices, and general principles of risk management related to the functions of the assigned area
- Experience with: federal/state/local funding, budgeting processes, timing, amending and approving federal/state/local LUCs including operations and maintenance
- Personnel motivation, management, supervision, direction and training
- Public Agency Boards, committees, operations, staffing, regulations and restrictions
- Deeds, deed restrictions, LUCs, deed recordation, and land transfers
- Biology/habitat monitoring, management, standards, techniques, testing and procedures
- Unexploded Ordinance remediation concepts, standards, techniques, testing and procedures
- Project management systems; budgeting, estimating and cost allocation procedures
- California real estate development process; leasing and land management
- Ordinances, laws, rules and regulations
- Property transfer under Army/Reuse Authority/Jurisdictional/Regulatory agreements
- Safety, Risk Management, Prevailing Wage and Workers' Compensation Programs
- Historical knowledge of the Fort Ord closure and base reuse munitions remediation, ground water cleanup, soil cleanup and associated LUCs, restrictions and requirements
- Proficient use of Microsoft Word, Excel, and PowerPoint
- Basic Geographic Information Systems use

- Applicable Federal, State, and local laws, codes, and regulations
- English usage, grammar, spelling, vocabulary, and punctuation
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff

Ability to:

- Implement goals, objectives, policies, procedures, work standards, and internal controls for the department and assigned program areas.
- Prepare and administer division budget and allocate limited resources in a cost effective manner.
- Interpret, apply, and ensure compliance with Federal, State, and local policies, procedures, laws, and regulations.
- Understand Federal/State Base Realignment and Closure and Civilian Reuse efforts;
- Provide education, history, background and resource assistance to internal and external clients about ESCA properties;
- Plan, organize and supervise subordinates and contractors in their work
- Prepare concise and comprehensive program reports including grants, annual reports, assessments, budgets, funding requests, submittals and financials
- Communicate clearly and concisely both orally and in writing
- Select, supervise, train and discipline employees
- Establish and maintain cooperative working relationships across federal, state, political, contracting and community organizations
- Effectively administer special projects with contractual agreements and ensure compliance with stipulations;
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Graduation from an accredited four-year college or university with major coursework in Community Studies; Contracting, Civil Engineering, Risk Management, Real Estate Management, or a related field, and a minimum of six years of management experience in the construction industry and six years in public sector or equivalent professional experience.

And Highly desired:

- Knowledge of military departments and operations in particular Fort Ord operations;
- Hazardous Waste Operations and Emergency Response Training
- Two semesters each of college level biology and chemistry or equivalent in Fort Ord flora and fauna
- Bilingual English/Spanish

Licenses and Certifications:

- Possession of, or ability to obtain, a valid California Driver's License by time of appointment.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, as well as to work in the field to inspect sites; to operate a motor vehicle and to visit various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups and over the telephone. This is partially a sedentary office, partially a field classification, and standing in and walking between work areas may be required. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard, typewriter keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information.

ENVIRONMENTAL ELEMENTS

Employees partially work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to potentially hazardous physical substances. Employees also work in the field and may be exposed to hot and cold temperatures, inclement weather conditions, loud noise levels, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING THE MODIFICATION OF THE CITY'S POSITION ALLOCATION LIST TO DELETE ONE ADMINISTRATIVE ANALYST II, ADD ONE ESCA PROGRAM DIRECTOR, AND TO ESTABLISH THE SALARY AND BENEFITS FOR THE POSITION

WHEREAS, the City's Position Allocation List may be amended on recommendation of the City Manager and approval by the City Council; and

WHEREAS, the City of Seaside currently manages the Environmental Services Cooperative Agreement and the Land Use Control (LUC) implementation plan and is reimbursed by the Army for all costs associated with program management; and

WHEREAS, the ESCA Program Director will manage the ESCA and LUC and perform related duties; and

WHEREAS, the ESCA Program Director will be an unclassified, exempt, and at-will employee; and

WHEREAS, the top step salary for the Program Director will be \$144,337.44; and

WHEREAS, the Compensation Plan for Unclassified Positions describes the benefits for the position; and

WHEREAS, the Finance Department is authorized to make any budget adjustments that are necessary as a result of this change.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby approves the Compensation Plan for Unclassified Positions and the modifications to the Position Allocation List and the Salary Schedule.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 2nd day of September, 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
STAFF REPORT**

Item No.: 8.H.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dan Meewis, Recreation Director
Ashley Collick, Assistant City Manager

DATE: September 2, 2021

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF
BROADWAY AVENUE TO THROUGH TRAFFIC FROM FREMONT
BOULEVARD TO CALAVERAS STREET FOR THE OTHER BROTHER
BEER COMPANY EVENT ON SEPTEMBER 25, 2021**

RECOMMENDATION

Adopt a resolution permitting the closure of Broadway Avenue to through traffic from Fremont Boulevard to Calveras Street to ensure public safety during the Other Brother Beer Company event on Saturday, September 25, 2021.

BACKGROUND

Other Brother Beer Company has submitted an application to hold their event "Fall Market" on Broadway Avenue on Saturday, September, September 25, 2021, from 11:00 a.m. to 5:00 p.m. with setup and clean up hours from 10:00 a.m. to 6:00 p.m. They are requesting the closure of Broadway Avenue from Fremont Boulevard to Calaveras Street. The closure of Broadway Avenue from Fremont Boulevard to Calaveras Street will allow 20-30 local vendors as well as amenities to complement the event.

The "Fall Market" is a part of Other Brother's quarterly markets where local vendors and artists have the opportunity to showcase their talents and crafts. The event will feature 20-30 vendors and live music on Broadway Avenue, along with food and beverage purchases from the taproom, and a 28' x 82' outside beer garden (maximum occupancy of 140 people.) The beer garden will have one security guard present at all times to ensure that all alcoholic beverages will remain inside the garden and they are also required to contact the police department and get prior approval for their beer garden.

As a condition of the event permit, Other Brother Beer Company is required to notify Broadway businesses of their intention to expand their fall market outdoors, closing Broadway from Fremont - Calaveras; and that the road closure is being heard before the City Council on September 2, 2021.

FISCAL IMPACT

Cost Estimate for staff time and resources for the road closure:

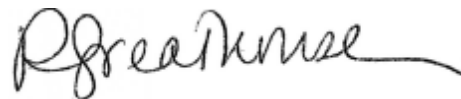
<u>Public Works</u>	<u>\$1,000.00</u>
TOTAL	\$1,000.00

The Other Brother Beer Company will be responsible for paying the fees associated with the cost of the road closure.

ATTACHMENTS

1. Other Brother Beer Co. - Special Event Application 2021
2. Other Brother Beer Co. - Insurance 2021
3. Other Brother Beer Co. - Alcoholic Beverage License 2021
4. Other Brother Beer Co. - Seller's Permit 2021
5. Other Brother Beer Co. - Notification to Neighbors about their event 2021
6. Resolution Other Brothers Beer Co. 2021
7. Other Brother notification list

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager



**SEASIDE
CALIFORNIA**

Special Event Application

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

Date: July 26, 2021

Dear Event Sponsor:

Welcome to the City of Seaside. The following pages include the City of Seaside's Special Events Application and accompanying instructions developed to guide you through the application process.

Effective July 01, 2020 a \$110.00 permit fee was approved by the Seaside City Council. Please enclose a check made out to the City of Seaside with your completed application. Once the completed form is received it will be distributed to all City departments and agencies affected by your event. You will then be notified of the status of your request. On behalf of the City of Seaside we thank you for contributing to the spirit and vitality of our City through the staging of your event. **Best wishes for a successful event!**

Terry Navarro
City of Seaside
986 Hilby Avenue
Seaside, CA 93955
(831) 899-6805
(831) 718-8603
Email: tnavarro@ci.seaside.ca.us



**SEASIDE
CALIFORNIA**

Special Event Application

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

CONTACT INFORMATION:

Organization: Other Brother Beer Co.

Name of Applicant: Other Brother Beer Co.

Address: 877 Broadway St. City: Seaside State: CA

Phone: (831) 747-1106 Email: lauren@otherbrotherbeer.com

Day of Event Contact Name and Phone: Lauren Manning, Event Coordinator (831) 917-6177

EVENT INFORMATION:

Event Title: Fall Market

Event Category:

- | | | |
|---|---|---------------------------------|
| ☐ Athletic / Recreation | ☐ Concert / Performance | ☐ Circus |
| ☐ Celebration / Festival | ☐ Parade / March / Procession | ☐ Dance |
| ☐ Carnival | ☒ Other: Artist/Vendor Market | |

Event Date and Time: Saturday, September 25th, 2021 11am-5pm

Setup: 10am Event Start: 11am Event End: 5pm Clean up: 6pm

Event Location: Broadway Street, Fremont to Calaveras

EVENT DESCRIPTION:

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

The "Fall Market" is a part of our quarterly markets where local vendors and artists have the opportunity to showcase their talents and crafts. We will feature 20-30 local vendors and live music on Broadway Ave. We will sell food and beverages from our taproom.

Number of Participants: 750

Event Benefiting: N/A

Federal ID # (if applicable): 82-2503098

☐ 501 C(3) ☐ 501 C(6) ☐ Commercial-For Profit ☐

Other: _____



**SEASIDE
CALIFORNIA**

Special Event Application

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

Will admission be charged? No

Is the event open to the public? Yes

How will the event be advertised and promoted? Social Media and flyers posted in our taproom and local businesses.

Signs posted: Informational signs indicating boundaries of event.

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

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

☒ Other: N/A

Will the event include music or live performances?

☒ Yes ☐ No

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

☒ Yes ☐ No

Do you intend to sell food or beverage?

☐ Yes ☒ No

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

Do you intend to sell other merchandise?

☒ Yes ☐ No

Number of Vendors? 20-30 *(For-profit vendors must have business license on file with the City)*

Vendor Name

Vendor Address

Selection of vendors pending approval of special event permit.

Describe Merchandise

Artisan goods, locally crafted jewelry, local artwork, vintage clothing collections, reusable containers and home products, eco friendly items, plants and planters.

Will alcohol be served?

☒ Yes ☐ No

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

☒ Yes ☐ No

Parking arrangements: Free public parking

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

Increased staffing from Other Brother to monitor outdoor/street area to ensure compliance.

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

N/A

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

Public Works

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



**SEASIDE
CALIFORNIA**

Special Event Application

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6800

Will provide receptacles in market area.

Other pertinent information or special requests: N/A

APPLICANT AGREEMENT

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

Applicant Signature: _____

Date: _____

8/2/21



**SEASIDE
CALIFORNIA**

Special Event Application

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

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

Attach to application and mail to:
City of Seaside Recreation Services
Attn: Recreation Director
986 Hilby Avenue
Seaside, CA 93955

SPECIFIC EVENT CONDITIONS OF APPROVAL

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

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

PROVISIONS

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

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

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

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

Applicant Signature: _____

Date: _____

8/2/21



**SEASIDE
CALIFORNIA**

Special Event Application

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

INDEMNIFICATION, DEFENSE, HOLD HARMLESS

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

For final event approval, you will need commercial general liability insurance that names "the City of Seaside, its officers, employees and agents" as an additional insured and any other public entities impacted by this event. Insurance coverage must be maintained for the duration of the event. To determine the amount of insurance coverage necessary, please contact Risk Manager. Please obtain the required insurance and mail an original insurance certificate to City of Seaside, Recreation and Community Activities Department, 986 Hilby Ave., Seaside, CA 93955.

Insurance Agency: Milestone
Phone Number: (949) 852-0909

Insurance Agent: Emily Kauffman
Policy Number: _____

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

Applicant Signature: _____

Date: 8/2/21

(For Office Use Only)

Authorization

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



SEASIDE
CALIFORNIA

Special Event Application

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

Comments: _____



OTHEBRO-01

CHEASTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/3/2021

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

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

PRODUCER Navion Insurance Associates, Inc. 23001 La Palma Avenue Suite 120 Yorba Linda, CA 92887	CONTACT NAME:		
	PHONE (A/C, No, Ext): (714) 202-4710	FAX (A/C, No): (714) 782-5637	
	E-MAIL ADDRESS: info@navionins.com		
INSURED Other Brother Beer Co 877 Broadway Ave Seaside, CA 93955	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Great American Insurance Company		26344
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY							
	☐ CLAIMS-MADE ☒ OCCUR	X		PAC4052286	7/25/2021	7/25/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							LIQUOR	\$ 1,000,000
A	AUTOMOBILE LIABILITY			PAC4052286	7/25/2021	7/25/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person)	\$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	\$
	☐ DED ☐ RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N ☒ N/A						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Attn: Recreation and Community Activities Department, 986 Hilby Ave., Seaside, CA 93955

The City of Seaside, its officers, employees and agents are included as Additional Insured per written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

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

AUTHORIZED REPRESENTATIVE

STATE OF CALIFORNIA
DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
ALCOHOLIC BEVERAGE LICENSE
SMALL BEER MANUFACTURER

VALID FROM

Sep 01, 2020

OTHER BROTHER BEER CO., LLC
877 BROADWAY AVE
SEASIDE, CA 93955-4307

EXPIRES

Aug 31, 2021

TYPE NUMBER DUP

23 593784

AREA CODE

2709 26

BUSINESS ADDRESS DBA: OTHER BROTHER BEER CO LLC
(IF DIFFERENT)

RENEWAL

CONDITIONS

OWNERS: OTHER BROTHER BEER CO., LLC



IMPORTANT INFORMATION

EFFECTIVE PERIOD: This license is effective only for the operating period shown above. A new license will be sent 4 to 6 weeks after the expiration date on your license if payment is timely. Your license status will remain in good standing for 60 days after the expiration date if the renewal payment was received timely. To check the status of your license, visit <http://www.abc.ca.gov/datport/LQSMenu.html>.

RENEWAL NOTICES: Renewal notices are sent to premises address unless a specific mailing address is requested. If a notice is not received 30 days before expiration date shown above, contact the nearest ABC office. To assure receipt of notices, advise your local ABC office of any change in address.

RENEWAL DATES: It is the licensee's responsibility to pay the required renewal fee by the expiration date shown above.

A Penalty is charged for late renewal and the license can be automatically revoked for failure to pay.

RENEWAL PAYMENTS: Renewal payments can be made in person by visiting your local office or sent by mail to ABC Headquarters, 3927 Lennane Drive, Suite 100, Sacramento, CA 95834. If you do not have your renewal notice, your license number and the reason for payment (ex. "renewal") must be clearly indicated on the check. You can contact your local ABC office for your renewal fee amount.

SEASONAL LICENSES: It is the licensee's responsibility to pay the required renewal fee prior to the next operating period.

POSTING: Cover this license with glass or other transparent material and post it on premises in a conspicuous place.

CONDITIONS: A copy of all applicable conditions must be kept on premises.

LICENSEE NAME: Only 10 names will be printed on each license. If there are more names associated with the license, they will be indicated by "AND XX OTHERS". All names are on file and available upon request from your local ABC office.

DBA: If you change your business name please notify your local ABC office.

If you have any questions regarding this license, contact your local ABC office. You can find the contact information for each district office at <http://www.abc.ca.gov/distmap.html>.

NOTE: CONTACT YOUR LOCAL ABC OFFICE IF YOUR LICENSED PREMISES WILL BE TEMPORARILY CLOSED FOR MORE THAN 15 DAYS OR WILL BE PERMANENTLY CLOSED.

<http://www.abc.ca.gov>

@ca_abc

CaliforniaABC

CALIFORNIA STATE BOARD OF EQUALIZATION

SELLER'S PERMIT



ACCOUNT NUMBER

01/01/2018 SR Y GHC 103-202394 00001 GHC

OTHER BROTHER BEER CO LLC

OTHER BROTHER BEER CO LLC

877 BROADWAY AVE

SEASIDE, CA 93955-4307

NOTICE TO PERMITTEE:
You are required to obey all Federal and State laws that regulate or control your business. This permit does not allow you to do otherwise.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID ONLY AT THE ABOVE ADDRESS.

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED AND IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR OF THE BUSINESS.

Not valid at any other address

For general tax questions, please call our Customer Service Center at 1-800-400-7115 (TTY:711).
For information on your rights, contact the Taxpayers' Rights Advocate office at 1-888-324-2798 or 1-916-324-2798.

BOE-442-R REV. 16 (11-14)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at www.boe.ca.gov
- Visiting a field office
- Attending a Basic Sales and Use Tax Law class offered at one of our field offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Customer Service Center at 1-800-400-7115 (TTY:711)

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. You also have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the California State Board of Equalization (BOE)
- You are responsible for following the regulations set forth by the BOE

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a BOE representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a BOE office, or giving it to a BOE representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with the BOE, please contact the Taxpayers' Rights Advocate office for help by calling toll-free, 1-888-324-2798 or 1-916-324-2798. Their fax number is 1-916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

CALIFORNIA STATE BOARD OF EQUALIZATION
Sales and Use Tax Department

8/24/2021

To: Seaside Business Neighbors
From: Other Brother Beer Co
Subject: 9/25/2021 Street Closure

NOTIFICATION

Hello Neighbor,

Other Brother Beer Co will be holding a quarterly maker market on Saturday, September 25th, 2021 from 11:00 a.m. to 5:00 p.m. The purpose of this document is to notify you that Other Brother Beer Co has requested that the City of Seaside close Broadway Avenue from Fremont Boulevard to Calaveras Street in order to provide additional space for vendors and guests. This request will go before the Seaside City Council on September 2nd, 2021 for approval. Should the request be granted Broadway Avenue from Fremont Boulevard to Calaveras Street will be closed to vehicular traffic from 10:00 a.m. to 6:00 p.m. on Saturday, September 25th, 2021.

Please reach out with any questions that you may have concerning the event or proposed street closure.

Lauren Manning
Events Coordinator
(831) 917-6177
lauren@otherbrotherbeer.com

Respectfully,

Other Brother Beer Co
877 Broadway Ave
Seaside, CA 93955

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING THE CLOSURE OF BROADWAY AVENUE FROM HILLSDALE
STREET TO CALAVERAS STREET**

WHEREAS, Other Brother Beer Co. will be holding their Fall Market Event that is open to the public;

WHEREAS, the closing of Broadway Avenue from Fremont Boulevard to Calaveras Street is necessary between the hours of 10:00 a.m. and 6:00 p.m. on September 25, 2021 to insure the safety of the public;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby approves the closure of Broadway Avenue from Fremont Boulevard to Calaveras Street to ensure the safety of the public using this portion of roadway during this event.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 2nd day of September 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

This is a list of businesses that the Other Brother Beer Company has notified of the proposed road closure and special event application as of 8/26/21:

Mountain Mikes

Las Cazuelas Taqueria

Perfect Union Dispensary

Chase Bank

Erik's Deli

Buffalo Wild Wings

Crab Bucket

FedEx

Grocery Outlet

Monterey Signs

Metro @ T-Mobile

Automotive Paint Supply

El Texano

Angie's Beauty Salon



CITY OF SEASIDE STAFF REPORT

Item No.: 8.J.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: September 2, 2021

**SUBJECT: APPROVE A FEE WAIVER REQUEST FROM LEAGUE OF UNITED
LATIN AMERICAN CITIZENS (LULAC) COUNCIL #2895 FOR USE
OF CITY HALL LAWN FOR A CELEBRATION OF LIFE FOR
CARLOS RAMOS**

RECOMMENDATION

Approve the fee waiver request from LULAC Council #2895

BACKGROUND

The LULAC Council #2895 is requesting a fee waiver for the costs associated with the Celebration of Life memorial service for their past President " Carlos Ramos." The service will be held on Saturday September 4th on the City Hall Lawn from 9:00am - 3:00pm. They are requesting the use of the City's stage, sound system, and 50 chairs to be placed on the lawn for the service.

Carlos Ramos passed away on Monday August 16, 2021. He was a beloved long-time member of LULAC council #2895 of which he served as secretary, treasurer, Vice President & President. At the district level, he served in many leadership roles and committees for California LULAC District 12. At the State level, he served as California LULAC Deputy State Director under Dave Rodriguez, as well as the California LULAC State Foundation Chair. He was also an active member of the Seaside community, who was a life-long advocate focusing on civil rights, education advocacy, and the betterment of the community.

FISCAL IMPACT

The fiscal impact of this item is as follows:

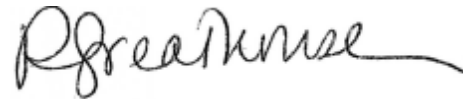
Public Works staff to set up/break down the stage - \$730.80
Recreation staff to set up/break down chairs and sound system- \$314.28
City Hall Lawn rental fee - \$112.00

Total cost - \$1,157.08

ATTACHMENTS

1. LULAC2895_FeeWaiver
-

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to read "R Greathouse", with a long horizontal flourish extending to the right.

Roberta Greathouse, Acting City Manager



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: LULAC Council #2895
Name of Applicant: Francisco Lopez
Address: P.O. Box 2180 City: Seaside State: CA
Phone: 831-917-7969 Email: events.lulac.2895@gmail.com

EVENT INFORMATION:

Event Title: Celebration of life for Carlos Ramos
Event Description: memorial
Event Date: Sept- 4th 2021 Room(s) Requested: City Hall Lawn
Time (including set-up): 9:00am - 3:00pm Approximate Number of Guests: 50

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: non-profit organization

Have you received a Fee Waiver in the past? ☒ Yes, the event was on 2019 ☐ No

What is your organization's tax identification number? EIN- 91-1919663

What percentage of your members or participants resides in Seaside? 75%

Is your organization based in Seaside? ☒ Yes ☐ No

Is your organization able to provide liability insurance? ☒ Yes ☐ No

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

Applicant Signature: Francisco Lopez Date: 8-26-21

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____ Date: _____

Notes: _____



CITY OF SEASIDE STAFF REPORT

Item No.: 8.K.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dominique Davis, City Clerk

DATE: September 2, 2021

SUBJECT: ADOPT A RESOLUTION FOR DESIGNATION OF VOTING DELEGATES AND ALTERNATES FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE AND EXPO BEING HELD SEPTEMBER 22 - 24, 2021 IN SACRAMENTO, CALIFORNIA

RECOMMENDATION

Appoint Mayor Ian Oglesby as the voting delegate at the conference.

BACKGROUND

The League of California Cities, of which the City of Seaside is a member, is hosting their annual Annual Conference & Expo on September 22 -24, 2021 in Sacramento, CA. An important part of the Annual Conference is the Annual Business Meeting on Friday, September 24. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy. The policy resolutions are on issues of statewide importance that have direct bearing on municipal affairs that are of broad municipal interest.

Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the City Council. Voting delegates must be registered for the conference.

Mayor Oglesby is registered for the conference and it is recommended that he be designated as the voting delegate for the conference.

FISCAL IMPACT

None for this action, there is a cost associated with conference registration.

ATTACHMENTS

1. Delegate Resolution
-

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to read "R Greathouse", with a long horizontal flourish extending to the right.

Roberta Greathouse, Acting City Manager

RESOLUTION NO. 21-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

DESIGNATING VOTING DELEGATES AND ALTERNATES FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE SEPTEMBER 22 – 24, 2021

WHEREAS, WHEREAS, The League of California Cities (the League) is an association of California city officials who work together to enhance their knowledge and skills, exchange information, and combine resources so that they may influence policy decisions that affect cities; and

WHEREAS, the City of Seaside is a voting member of the League; and

WHEREAS, at the annual business meeting, the League adopts policy resolutions on issues of statewide importance that have direct bearing on municipal affairs and that are of broad municipal interest; and

WHEREAS, voting delegates must be registered for the League Annual Conference held September 22 – 24, 2021; and

WHEREAS, in order to vote on the League of California Cities' Annual Policy Resolutions, the City Council must designate one (1) voting delegate and up to two (2) alternates to vote at the Annual League of California Cities' business meeting during the conference.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Seaside designates Mayor Ian Oglesby as the voting delegate for the Annual Conference held on September 22 – 24, 2021.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 2nd day of September 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 STAFF REPORT

Item No.: 8.L.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

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

DATE: September 2, 2021

**SUBJECT: ADOPT A RESOLUTION APPROVING PARCEL MAP FOR PHASE
2A & 2B OF THE ENCLAVE WITHIN THE FORT ORD GOLF
COURSES**

RECOMMENDATION

Adopt a resolution approving the parcel map for Phase 2A and 2B of the Enclave, authorizing the City Manager to execute the map and quitclaim deeds of partition.

BACKGROUND

In September of 2019, Shea Homes Limited Partnership (Shea Homes) acquired the development rights to the phase 1A & 1B residential component of the Seaside Resort Estates Development project from Seaside Resort Development R, LLC. Shea Homes has received design approval for model homes and is currently under construction for the remaining 26 lots with phases 1A & 1B. On January 21, 2021 Shea Homes submitted an application for a lot line adjustment for lot 7 located within phase 1A of the development. As part of the lot line adjustment, Shea Homes requested the City establish an off-street parking easement within the City owned portion of the golf course. The lot line adjustment required the City to deed approximately 5,700 square feet to Shea Homes and dedicate 3,900 square feet for the off-street parking easement. In exchange, Shea Homes agreed to make adjustments to the road and lots within Phase 2A and 2B of the development so that the net effect was an overall reduction in the development of 200 square feet. On May 20, 2021, the Council approved Resolution 21-44 authorizing the City Manager to execute the deed and parking easement.

Shortly after the Council's approval of Resolution 21-44, Shea Homes and the Seaside Resort Development R, LLC entered into an agreement for the purchase and sale of phase 2A & 2B of the development. Shea Homes has requested the Phase 2A & 2B

adjustments required by Resolution 21-44 be perfected through the approval of a parcel map (Attachment 2) and execution of deeds of partition between the City and the Seaside Resort Development R, LLC (Attachment 3). The parcel map and partition deeds have been reviewed by the acting City Surveyor Steve Wilson, PLS, found to be consistent with the State Map Act and demonstrate the net reduction of 200 square feet accomplished as required by Resolution 21-44.

Staff recommends the Council adopt a resolution approving the parcel map for Phase 2A & 2B, authorizing the City Manager to execute the Owner certification statement on the map on behalf of the City and authorizing the City Manager to execute the associated deeds of partition.

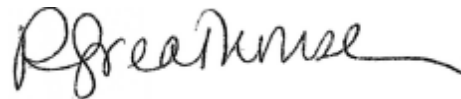
FISCAL IMPACT

There is no cost associated with this item.

ATTACHMENTS

1. Resolution
 2. Exhibit A - Phase 2A & 2B Parcel Map
 3. Exhibit B - Quitclaim Deeds of Partition
-

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to read "R Greathouse", with a long horizontal flourish extending to the right.

Roberta Greathouse, Acting City Manager

RESOLUTION NO. 21 -__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING THE PARCEL MAP FOR PHASE 2A & 2B OF THE ENCLAVE FOR THE PURPOSE OF ADJUSTING LOTS AND TAKING OTHER ACTIONS AS REQUIRED BY LAW

WHEREAS, on July 7, 2005, the City Council approved an application by Seaside Resort Development, LLC for Vesting Tentative Map No. TM-01-03 for the subdivision of approximately 84.88 acres of land which is a part of a larger approximate 380-acre parcel of land on which the Bayonet and Black Horse golf courses are located, which parcel is also known as Assessor's Parcel Number 031-051-005; and

WHEREAS, on July 7, 2005, the City Council adopted Resolution No. 05-43 certifying an environmental impact report for the Seaside Resort Estates Development Project; and

WHEREAS, Shea Homes Limited Partnership has acquired interest in phase 1A & 1B the single family residential component of the Seaside Resort Estates Development (the Development); and

WHEREAS, on May 20, 2021 the City Council adopted Resolution No. 21-44 authorizing a lot line adjustment and parking easement within phase 1A of the Development; and

WHEREAS, the lot line adjustment, parking easements and minor adjustment to road and lot layout increased the Development by 11,000 square feet; and

WHEREAS, to offset the increase in square footage represented by the lot line adjustment and parking easement, Resolution 21-44 required revisions to Phase 2A & 2B lot and road layouts resulting in a 11,200 square foot of reduction the Development; and

WHEREAS, Shea Homes Limited Partnership has prepared a Parcel Map for Phase 2A & 2B of the Enclave, the residential component of the Development; and

WHEREAS, Seaside Resort Development, LLC has agreed to execute deeds of partition quitclaiming the required 11,200 square feet to the City of Seaside; and

WHEREAS, subdivision (b) of Government Code Section 66450 requires that all parcel maps include a certificate signed by the City Surveyor or City Engineer that he or she has examined the map, that the subdivision is substantially the same as it appeared on the tentative map and any approved alternations thereof, that all provisions of the Subdivision Map Act and the City's Subdivision Ordinance have been complied with, and that he or she is satisfied that the map is technically correct; and

WHEREAS, Steven C. Wilson, a Professional Engineer and Professional Land Surveyor with Monterey Bay Engineers is currently providing Surveying services under contract with the City and is qualified to execute the certificate required by Section 66450.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEASIDE, CALIFORNIA, AS FOLLOWS:

- 1) The City Council makes the following findings pursuant to the requirements of the California Environmental Quality Act:
 - a) That the above recitals are accurate and are hereby incorporated in and made part of this Resolution by this reference.
 - b) Pursuant to the California Environmental Quality Act ("CEQA") and the Agency's local CEQA Guidelines, the City certified an Environmental Impact Report (EIR) on July 7, 2005 in connection with the City's approval of the Seaside Resort Project entitlements and the Agency Board approved the same EIR in connection with the Agency's actions to implement that project. Pursuant to CEQA Guidelines Section 15162, no subsequent or supplemental EIR or Negative Declaration is required in connection with subsequent discretionary approvals of the same project unless: (i) substantial changes are proposed to the project that indicate new or more severe impacts on the environment; (ii) substantial changes have occurred in the circumstances under which the project was previously reviewed that indicates new or more severe environmental impacts; or (iii) new important information shows the project will have new or more severe impacts than previously considered; or (iv) additional mitigation measures are now feasible to reduce impacts or different mitigation measures can be imposed to substantially reduce impacts.
 - c) The City Council finds, in connection with the Parcel Map that its approval is a ministerial action consistent with the project that was reviewed and approved pursuant to the Seaside Resort Project EIR. Staff further finds that actions contemplated by this Resolution will not have one or more significant effects not discussed in the previously certified EIR, not have more severe effects than previously analyzed, and that additional or different mitigation measures are not required to reduce the impacts of the project to a level of less than significant.
 - d) Based on these findings and all evidence in the record, the City Council determines that no additional environmental review is required pursuant to CEQA in connection with the City's consideration of the Parcel Map.
 - e) Pursuant to California Government Code Section 66457, the City Council finds that all required certificates or statements on the map will be signed and, where necessary, will be acknowledged.

- f) Pursuant to California Government Code Section 66458, and based upon the determinations and report of the City Engineer, the City Council finds that the Parcel Map conforms to all requirements of the Subdivision Map Act, the City's local Subdivision Ordinance and that all conditions prior to the approval of the Parcel Map have been completed to the satisfaction of the City.
- 2) The City Council hereby appoints Steven C. Wilson, PLS 5207, as Acting City Surveyor to review the Parcel Map attached hereto as Exhibit A and provide the certificate therefore in compliance with Government Code Section 66450.
- 3) The City Council hereby appoints Roberta Greathouse, Acting City Manager, to act on behalf of the City Council to review the Parcel Map attached hereto as Exhibit A and provide the certification for the Owner in compliance with Government Code Section 66445.
- 4) The City Council hereby instructs the City Clerk to endorse on the face of the Parcel Map the certificate that embodies the approval of the Parcel Map and instructs the City Clerk to accept all offers of public dedication that may be provided on the Parcel Map attached hereto as Exhibit A.
- 5) Based on the findings contained in Section 1 through 4 of this Resolution, and pursuant to the requirements of the California Subdivision Map Act and the City's Subdivision Ordinance, the City Council hereby approves the Parcel Map attached hereto as Exhibit A and authorize the Acting City Manager to execute the Deeds of Partitions attached hereto as Exhibit B.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California on the 2nd day of September, 2021.

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

APPROVED:

Ian N. Oglesby
Mayor

ATTEST:

Dominique L. Davis
City Clerk

N: 2,124,802 E: 5,734,746

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT WE ARE THE ONLY PERSONS OR CORPORATION WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE SUBDIVISION BOUNDARY LINES.

WE HEREBY OFFER TO DEDICATE TO THE CITY OF SEASIDE FOR ROAD AND UTILITY PURPOSES THE STREET DESIGNATED HEREON AS MONTEREY ROAD.

WE ALSO HEREBY DEDICATE TO THE CITY OF SEASIDE EASEMENTS FOR PUBLIC UTILITIES INCLUDING, BUT NOT LIMITED TO; GAS, ELECTRIC, WATER, TELEPHONE, COMMUNICATION, CABLE TELEVISION, SEWER, STORM DRAIN, AND THEIR NECESSARY APPURTENANCES ON, OVER, UNDER THOSE CERTAIN STRIPS OF LAND DESIGNATED AS PUBLIC UTILITY EASEMENTS (PUE) AS SHOWN UPON SAID MAP WITHIN SAID SUBDIVISION. SAID STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT UTILITY COMPANY STRUCTURES, IRRIGATION SYSTEMS, LAWFUL FENCES, DRIVEWAYS, SIDEWALKS AND APPURTENANCES THERETO.

WE HEREBY RESERVE FOR THE BENEFIT OF THE OWNERS OF THE LOTS AND PARCELS WITHIN THE PRESENT AND FUTURE PHASES OF "THE ENCLAVE" DEVELOPMENT, EASEMENTS FOR INGRESS AND EGRESS PURPOSES AND FOR THE INSTALLATION AND MAINTENANCE OF PRIVATE ROAD AND UTILITY FACILITIES AND ANY APPURTENANCES THERETO LYING UNDER, OVER, ON AND ACROSS THOSE STRIPS OF LANDS DESIGNATED AS "ROAD AND UTILITY EASEMENT" (RUE) AS SHOWN ON THE WITHIN MAP. SAID EASEMENTS WILL BE MAINTAINED AS DEFINED BY THE C.C.& R.'S CREATED FOR SAID DEVELOPMENT.

WE ALSO HEREBY RESERVE FOR THE BENEFIT OF THE OWNERS OF THE LOTS AND PARCELS WITHIN THE PRESENT AND FUTURE PHASES OF "THE ENCLAVE" DEVELOPMENT, EASEMENTS FOR STORM DRAINAGE PURPOSES, INCLUDING CONSTRUCTION, ACCESS OR MAINTENANCE OR WORKS, IMPROVEMENTS, AND STRUCTURES, WHETHER COVERED OR OPEN, AND FOR THE CLEARING OF OBSTRUCTIONS AND VEGETATION, ON AND ACROSS THOSE STRIPS OF LANDS DESIGNATED AS "STORM DRAIN EASEMENT" (SDE) AS SHOWN ON THE WITHIN MAP. SAID EASEMENTS WILL BE MAINTAINED AS DEFINED BY THE C.C.&R.'S CREATED FOR SAID DEVELOPMENT.

THE AREAS DESIGNATED AS PARCEL C IS FOR GOLF COURSE PURPOSES AND IS TO BE RETAINED BY THE OWNER (CITY) FOR FUTURE TRANSFER.

THE AREAS DESIGNATED AS PARCEL A AND PARCEL B ARE TO BE RETAINED BY THE OWNER (SRD R, LLC) FOR FUTURE DEVELOPMENT AND TRANSFER.

THE EASEMENTS NUMBERED 1 THROUGH 14 SHOWN OVER, UNDER, AND ACROSS PARCEL C SHALL ONLY BECOME EFFECTIVE UPON THE RECORDATION OF A WRITTEN DEED WHICH MAY BE EXECUTED BY THE CITY MANAGER, AFTER REVIEW AND APPROVAL OF THE CITY ATTORNEY.

BY: RICHARD FITZGERALD
AUTHORIZED REPRESENTATIVE
SRD R, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

TRUSTEE: FIRST AMERICAN TITLE INSURANCE COMPANY, UNDER DEED OF TRUST RECORDED OCTOBER 1, 2019 AS RECORDER'S SERIES No, 2019043570 AND UNDER DEED OF TRUST RECORDED OCTOBER 1, 2019 AS RECORDER'S SERIES No 2019043575, MONTEREY COUNTY RECORDS

BY: TITLE: , TRUSTEE

CITY OF SEASIDE, A PUBLIC BODY, CORPORATE AND POLITIC, AS OWNER.

BY: ROBERTA GREATHOUSE
ACTING CITY MANAGER

THE SIGNATURES OF THE HOLDERS OF THE FOLLOWING INTERESTS MAY BE OMITTED IN AS MUCH AS THEIR INTERESTS ARE SUCH THAT THEY CANNOT RIPEN INTO FEE, PURSUANT TO SECTION 66445 OF TITLE 7 OF DIVISION 2 OF GOVERNMENT CODE:

- 1. ARMY POWER AND GAS RIGHT OF WAY EASEMENTS PER REEL 3506, OF OFFICIAL RECORDS. PAGE 1533, RECORDER'S SERIES #9751897, RECORDER'S SERIES #9756845.
- 2. FORA WATER AND WASTEWATER EASEMENTS PER RECORDER'S SERIES # 2001090792, RE-RECORDED #2001094583.
- 3. SEASIDE REDEVELOPMENT AGENCY EASEMENTS, COVENANTS & CONDITIONS PER RECORDER'S SERIES #2005131756 OF OFFICIAL RECORDS.
- 4. BAYONET AND BLACKHORSE TEMPORARY EASEMENTS PER RECORDERS SERIES #2005131760 OF OFFICIAL RECORDS
- 5. CITY OF SEASIDE EASEMENTS, COVENANTS & CONDITIONS PER RECORDER'S SERIES #2019043545 OF OFFICIAL RECORDS.
- 6. SRD R, LLC. EASEMENTS PER RECORDER'S SERIES #2019043560 OF OFFICIAL RECORDS.

OWNER'S ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF)
COUNTY OF)
ON ,
BEFORE ME, , NOTARY PUBLIC

PERSONALLY APPEARED , WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

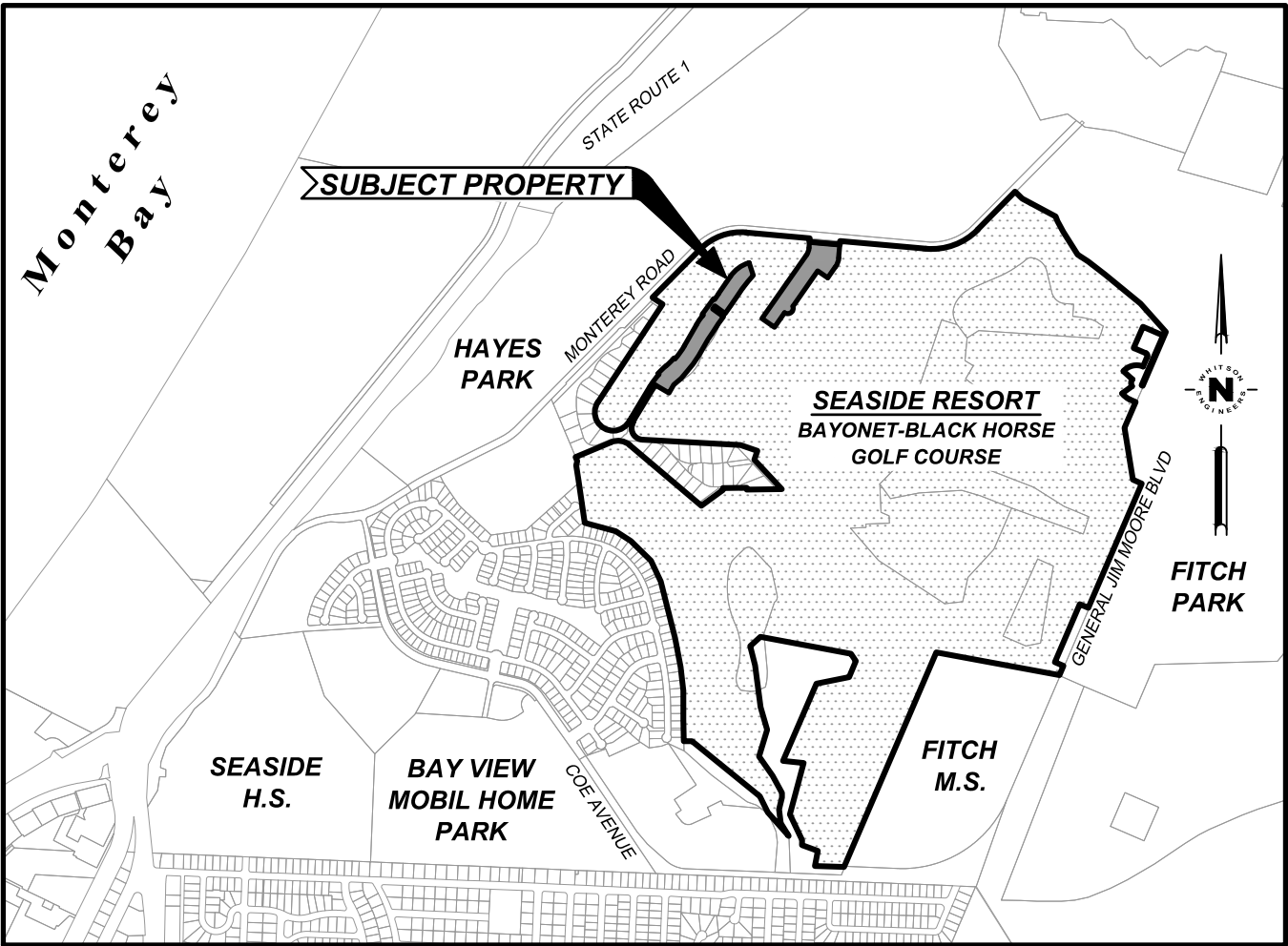
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND, AND OFFICIAL SEAL.

SIGNATURE
NOTARY PUBLIC'S NAME:
COUNTY OF BUSINESS:
COMMISSION EXPIRATION DATE:
COMMISSION NUMBER:

NOTES:

- 1. THE PURPOSE OF THIS MAP IS TO ADJUST LOT LINES TO REDUCE THE PREVIOUSLY DEFINED DEVELOPMENT AREA OF PHASES 2A & 2B BY 11,200 SQUARE FEET IN ACCORDANCE WITH FINDING "D" OF RESOLUTION 21-44 OF THE CITY COUNCIL OF THE CITY OF SEASIDE, AS PASSED AND ADOPTED MAY 20TH, 2021.
- 2. UNDERGROUND UTILITIES ARE REQUIRED IN THIS SUBDIVISION.
- 3. SOILS REPORT M11271, IS ON FILE WITH THE CITY OF SEASIDE PUBLIC WORKS DEPARTMENT.



VICINITY MAP

SCALE: 1" = 1500'

OWNER'S ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF)
COUNTY OF)
ON ,
BEFORE ME, , NOTARY PUBLIC

PERSONALLY APPEARED , WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND, AND OFFICIAL SEAL.

SIGNATURE
NOTARY PUBLIC'S NAME:
COUNTY OF BUSINESS:
COMMISSION EXPIRATION DATE:
COMMISSION NUMBER:

OWNER'S ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF)
COUNTY OF)
ON ,
BEFORE ME, , NOTARY PUBLIC

PERSONALLY APPEARED , WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND, AND OFFICIAL SEAL.

SIGNATURE
NOTARY PUBLIC'S NAME:
COUNTY OF BUSINESS:
COMMISSION EXPIRATION DATE:
COMMISSION NUMBER:

PARCEL MAP
PHASE 2A & 2B
THE ENCLAVE

BEING A MERGER AND RESUBDIVISION OF FIVE PARCELS INTO THREE PARCELS FOR THE PURPOSE OF ADJUSTING LOT LINES WITHIN "FORT ORD GOLF COURSES", PARCEL 1, VOLUME 26 OF SURVEYS, PAGE 28, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA, IN THE CITY OF SEASIDE, STATE OF CALIFORNIA

PREPARED BY:
WHITSON ENGINEERS

6 HARRIS COURT, MONTEREY CALIFORNIA

DATE: AUGUST 27, 2021 SHEET 1 OF 5 JOB NO. 1057.10

STATEMENT OF CITY SURVEYOR

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP PURSUANT TO THE SUBDIVISION MAP ACT, SECTION 66442 (a) (4) AND LOCAL ORDINANCE AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT.

DATED: _____

STEVEN C. WILSON, PLS 5207
ACTING CITY SURVEYOR, CITY OF SEASIDE

STATEMENT OF CITY ENGINEER

I HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF. ALL PROVISIONS OF THE SUBDIVISION MAP ACT, SECTION 66442 (a) (1) (2) (3) AND THE CITY OF SEASIDE SUBDIVISION ORDINANCE, APPLICABLE AT THE TIME OF APPROVAL, HAVE BEEN COMPLIED WITH.

DATED: _____

NISHA PATEL
CITY ENGINEER OF THE CITY OF SEASIDE
RCE No. C72491

STATEMENT OF SECRETARY OF THE PLANNING COMMISSION

I, AMANDA ROTELLA, SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF SEASIDE, CALIFORNIA, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, AS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF SEASIDE, CALIFORNIA, ON SEPTEMBER 8, 2006, THAT ALL THE PROVISIONS OF THE CALIFORNIA "SUBDIVISION MAP ACT" AS AMENDED, AND OF THE CITY OF SEASIDE LOCAL ORDINANCES APPLICABLE AT THE TIME OF THE APPROVAL OF SAID TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATED: _____

AMANDA ROTELLA
SECRETARY, PLANNING COMMISSION OF THE
CITY OF SEASIDE, STATE OF CALIFORNIA

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SEASIDE RESORT DEVELOPMENT, LLC IN MAY 2020. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER, 2022 AND THAT THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED: _____

RICHARD P. WEBER
P.L.S No. 8002



STATEMENT OF CITY CLERK

I, DOMINIQUE DAVIS, CITY CLERK OF THE CITY OF SEASIDE, COUNTY OF MONTEREY, STATE OF CALIFORNIA, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF SEASIDE, APPROVED RESOLUTION _____ ON _____ APPROVING THE WITHIN SUBDIVISION MAP AND ACCEPTS ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENTS, THE STREET DESIGNATED AS MONTEREY ROAD.

DATED: _____

DOMINIQUE DAVIS
CITY CLERK OF THE CITY OF SEASIDE

COUNTY RECORDER'S STATEMENT

FILED FOR RECORD AT THE REQUEST OF _____,

THIS ____ DAY OF _____, 2021, AT ____ : ____ __.M. IN VOLUME ____ OF _____, AT PAGE ____ .

STEPHEN L. VAGNINI
MONTEREY COUNTY CLERK-RECORDER

BY: _____

NAME: _____,DEPUTY

DOCUMENT NO.: _____ FEE:\$ _____

PARCEL MAP
PHASE 2A & 2B
THE ENCLAVE

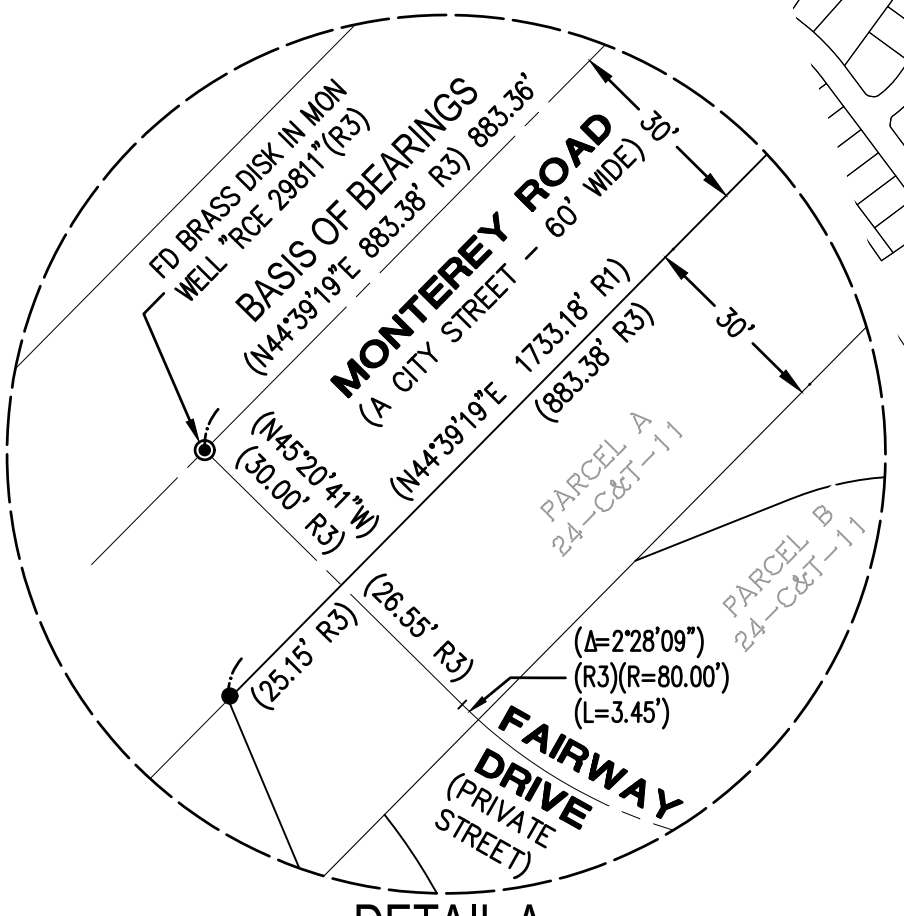
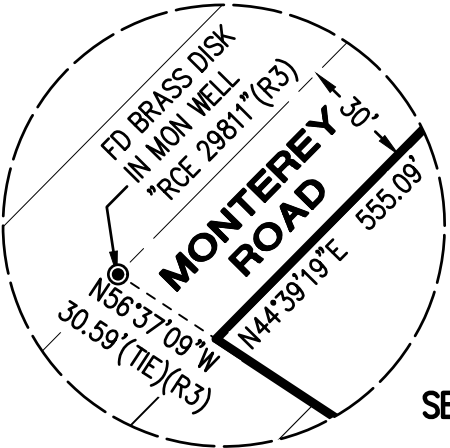
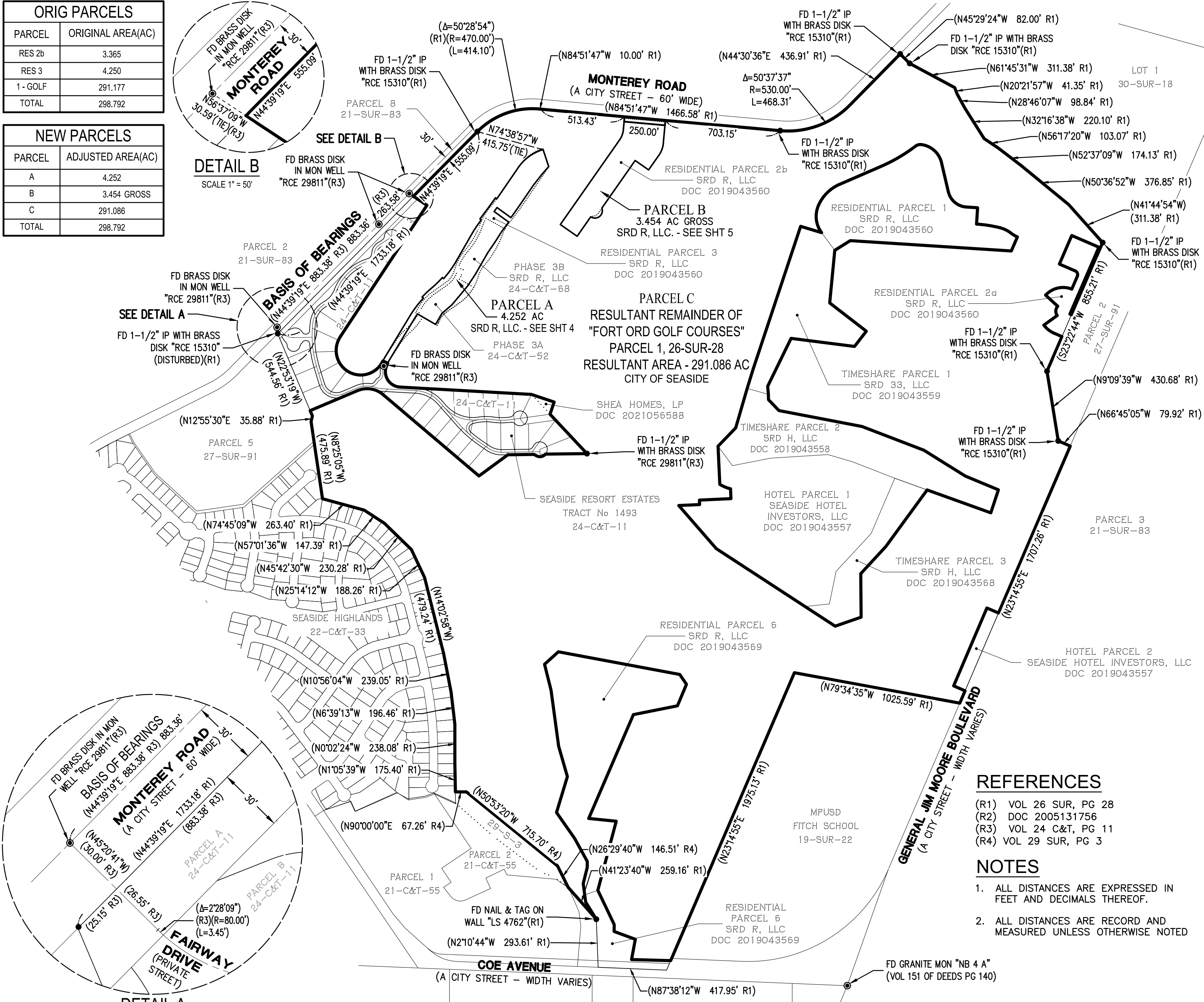
BEING A MERGER AND RESUBDIVISION OF FIVE PARCELS INTO THREE PARCELS FOR THE PURPOSE OF ADJUSTING LOT LINES WITHIN "FORT ORD GOLF COURSES", PARCEL 1, VOLUME 26 OF SURVEYS, PAGE 28, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA, IN THE CITY OF SEASIDE, STATE OF CALIFORNIA

PREPARED BY:
WHITSON ENGINEERS
6 HARRIS COURT, MONTEREY CALIFORNIA

DATE: AUGUST 27, 2021 SHEET 2 OF 5 JOB NO. 1057.10

ORIG PARCELS	
PARCEL	ORIGINAL AREA(AC)
RES 2b	3.365
RES 3	4.250
1 - GOLF	291.177
TOTAL	298.792

NEW PARCELS	
PARCEL	ADJUSTED AREA(AC)
A	4.252
B	3.454 GROSS
C	291.086
TOTAL	298.792

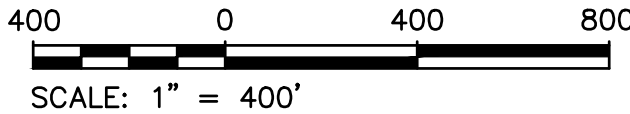
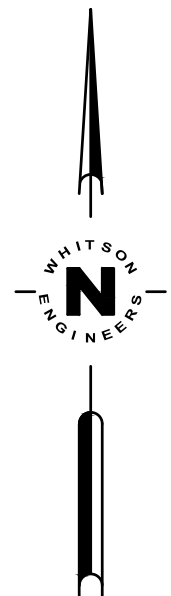


BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP AND SURVEY IS THE BEARING NORTH 44°39'19" EAST BETWEEN CENTERLINE MONUMENTS FOUND AS SHOWN HEREON, AS SAID BEARING IS SHOWN ON VOLUME 24 CITIES & TOWNS, PAGE 11, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA.

LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- CENTERLINE
- EASEMENT
- ORIGINAL LOT LINE, TO BE REMOVED
- SET 3/4" IRON PIPE, "LS 8002"
- FOUND IRON PIPE, AS NOTED
- FOUND MONUMENT AS NOTED
- PUE PUBLIC UTILITY EASEMENT
- CL CENTERLINE
- MON MONUMENT
- AC ACRES
- FD FOUND
- IP IRON PIPE
- (R) RADIAL
- RUE ROAD AND UTILITY EASEMENT
- SDE STORM DRAIN EASEMENT



REFERENCES

- (R1) VOL 26 SUR, PG 28
- (R2) DOC 2005131756
- (R3) VOL 24 C&T, PG 11
- (R4) VOL 29 SUR, PG 3

NOTES

- ALL DISTANCES ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
- ALL DISTANCES ARE RECORD AND MEASURED UNLESS OTHERWISE NOTED

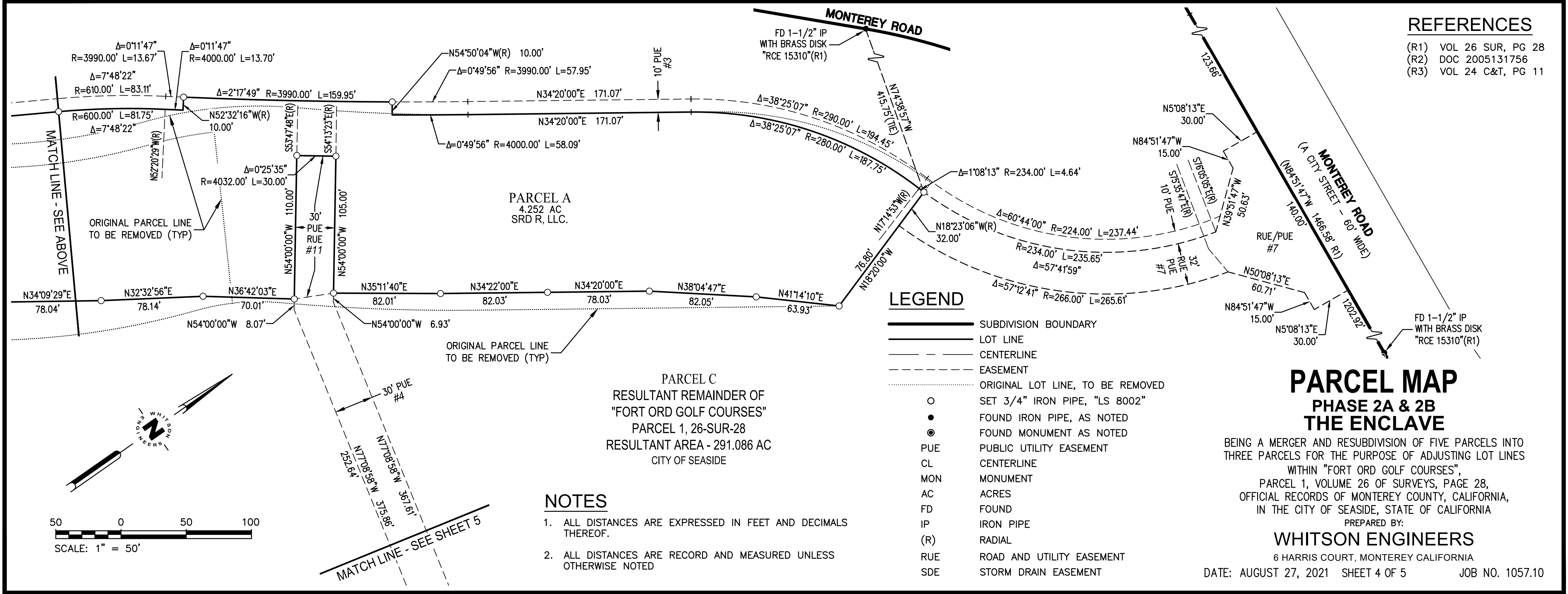
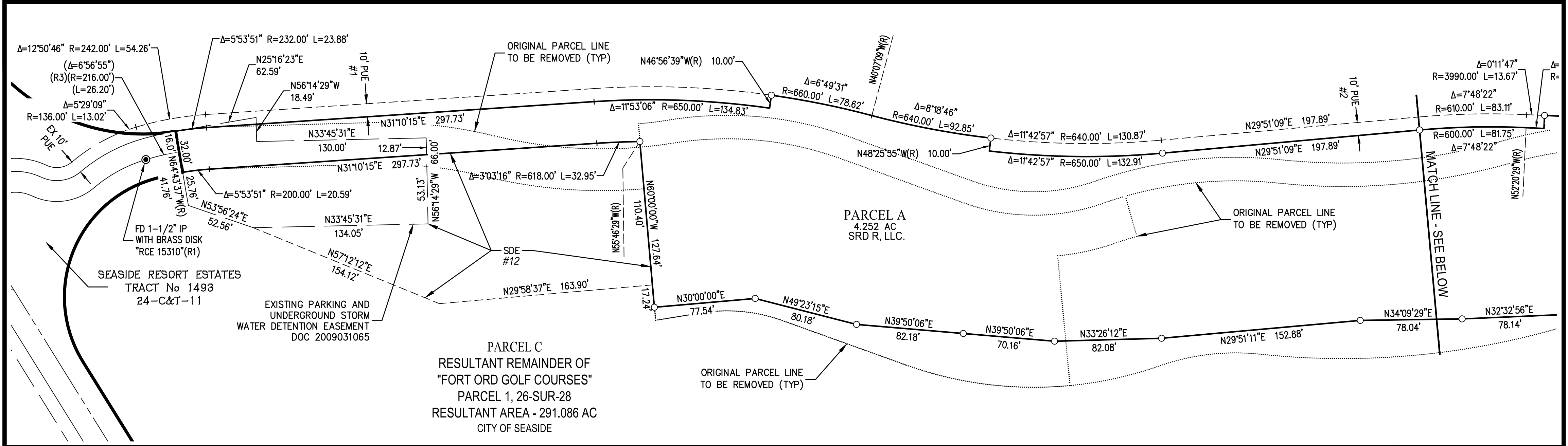
PARCEL MAP PHASE 2A & 2B THE ENCLAVE

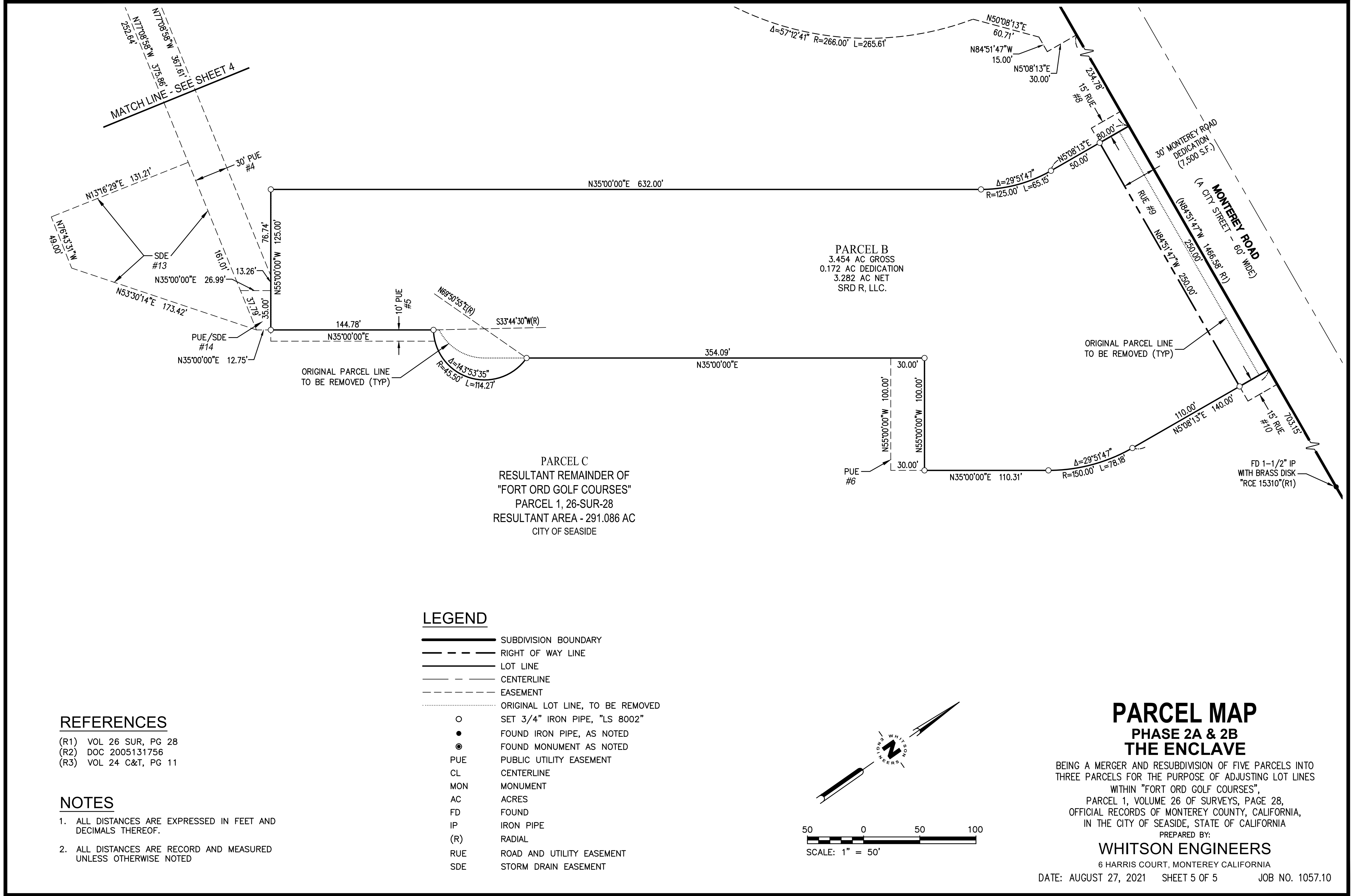
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PREPARED BY:
WHITSON ENGINEERS

6 HARRIS COURT, MONTEREY CALIFORNIA

DATE: AUGUST 27, 2021 SHEET 3 OF 5 JOB NO. 1057.10





RECORDING REQUESTED BY:

First American Title Company

MAIL TAX STATEMENT**AND WHEN RECORDED MAIL DOCUMENT TO:**

Space Above This Line for Recorder's Use Only

QUITCLAIM DEED**(Deed of Partition)**A.P.N.: 031-051-037-000; 031-051-038-000
and 031-051-052-000

File No.: 0192-6644208 (jg)

The Undersigned Grantor(s) Declare(s):

CITY TRANSFER TAX \$ 0

DOCUMENTARY TRANSFER TAX \$ 0

SURVEY MONUMENT FEE \$ 0

- ☐ computed on the consideration or full value of property conveyed, OR
☐ computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
☒ unincorporated area; ☐ City of Seaside, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **SRD R, LLC, an Arizona limited liability company**

hereby remise, release and forever quitclaim to **City of Seaside**

the following described property in the City of **Seaside**, County of **Monterey**, State of **California**:

**Parcel C, as shown on the Parcel Map Phase 2A & 2B The Enclave, filed _____, 2021,
in Volume ____ of _____, Page _____, Monterey County Records.**

Dated: _____

Print Name:

Print Title:

Mail Tax Statements To: **SAME AS ABOVE**

A.P.N.: 031-051-037-000; 031-051-038-000
and 031-051-052-000

File No.: 0192-6644208 (jg)

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

STATE OF _____)SS

COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

This area for official notarial seal.

Notary Signature

CERTIFICATE OF ACCEPTANCE OF REAL PROPERTY

THE CITY OF SEASIDE, a municipal corporation (“City”), hereby accepts the conveyance of certain real property (the “Property”) made by the SRD R, LLC (“Grantor”) pursuant to that certain Grant Deed dated September __, 2021 executed by the Grantor conveying the Property to the City.

The Property is located in the County of Monterey, State of California, and consists of the land described on Exhibit “A”, attached hereto and the improvements thereon.

The undersigned is authorized to execute and record this Certificate of Acceptance of the Property on behalf of the City pursuant to Resolution No. _____, adopted by the City at its meeting of September ____, 2021.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date set forth below.

CITY OF SEASIDE

By: _____
 Print Name: Roberta Greathouse
 Title: Acting City Manager

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

STATE OF _____)SS

COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

This area for official notarial seal.

 Notary Signature

RECORDING REQUESTED BY:

First American Title Company

MAIL TAX STATEMENT**AND WHEN RECORDED MAIL DOCUMENT TO:**

Space Above This Line for Recorder's Use Only

QUITCLAIM DEED**(Deed of Partition)**A.P.N.: 031-051-037-000; 031-051-038-000
and 031-051-052-000

File No.: 0192-6644208 (jg)

The Undersigned Grantor(s) Declare(s):

CITY TRANSFER TAX \$ 0

DOCUMENTARY TRANSFER TAX \$ 0

SURVEY MONUMENT FEE \$ 0

- [] computed on the consideration or full value of property conveyed, OR
 [] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
 [**X**] unincorporated area; [X] City of Seaside, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **City of Seaside**hereby remise, release and forever quitclaim to **SRD R, LLC, an Arizona limited liability company**the following described property in the City of **Seaside**, County of **Monterey**, State of **California**:

Parcels A and B, as shown on the Parcel Map Phase 2A & 2B The Enclave, filed _____,
2021, in Volume ____ of _____, Page _____, Monterey County Records.

Dated: _____

 Roberta Greathouse
 Acting City Manager

A.P.N.: 031-051-037-000; 031-051-038-000
and 031-051-052-000

File No.: 0192-6644208 (jg)

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

STATE OF _____)SS

COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

This area for official notarial seal.

Notary Signature



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Leslie Llantero, Assistant Engineer

DATE: September 2, 2021

**SUBJECT: ADOPTION OF ORDINANCE AMENDING SEASIDE MUNICIPAL
CODE SECTIONS 10.24.010, 10.24.020, AND 10.24.040
RELATING TO THE ADOPTION OF A TRAFFIC SURVEY (SECOND
READING-ROLL CALL VOTE)**

RECOMMENDATION

Pass to print adoption of Ordinance amending the Seaside Municipal Code Section 10.24.010, 10.24.020, and 10.24.040 relating to the adoption of a traffic survey.

BACKGROUND

The Engineering and Traffic Survey (E&TS), the basis for setting speed limits, is adopted by Ordinance in Chapter 10.24 of the Seaside Municipal Code. The Municipal Code also identifies speed limits for street segments greater than 25 miles per hour, Section 10.24.020, and speed limits for street segments 15 miles per hour, Section 10.24.040. Staff is proposing an Ordinance (Attachment 1) to establish speed limits by resolution based upon the results of an Engineering and Traffic Survey. The City Council approved the first reading of the proposed Ordinance at the August 19, 2021 city council meeting.

The proposed Ordinance will adopt the Engineering and Traffic Survey (E&TS) and establishes speed limits by resolution based on results of an E&TS and removes Section 10.24.020 and 10.24.040 in its entirety as follows (additions shown in underline and deletions shown in ~~strikeout~~):

10.24.010 Engineering and traffic survey adopted.

~~That document known as City of Seaside 2010 Citywide Engineering and Traffic Study (E&TS) dated May 2011, prepared by the consultant Sundaresh N. Begur, and the 2010~~

~~Citywide Engineering and Traffic Study Update, dated December 14, 2012, prepared by the consultant Keith B. Higgins, PE, TE of Hatch Mott MacDonald is hereby adopted by the city council as the engineering and traffic surveys of the city.~~

A. The city engineer is responsible for conducting all engineering and traffic surveys necessary to establish, maintain and enforce prima facie speed limits on all streets, or portions thereof, within the jurisdiction of the city.

B. Consistent with the requirements of the California Vehicle Code, the city council shall establish the speed limits applicable on streets, or portions thereof, by resolution. The speed limits set by resolution of the city council shall be effective when appropriate signs giving notice of the applicable speed limit have been erected.

C. Except for those prima facie speed limits set forth in the California Vehicle Code, the speed limit established by the city council on any particular street, or portion thereof, shall be based upon an engineering and traffic survey demonstrating that the speed limit is appropriate, reasonable and safe to facilitate the orderly movement of traffic.

D. The current Engineering and Traffic Survey (E&TS) for the city will be kept on file with the City Clerk.

~~10.24.020 Greater than twenty-five miles per hour on certain streets.~~

~~It is determined, upon the basis of an engineering and traffic survey, that the following speed limits greater than twenty-five miles per hour on the following streets would facilitate the orderly movement of vehicular traffic, are reasonably safe and are declared the prima facie speed limit on these streets:~~

~~Broadway Avenue from Del Monte Avenue to Fremont Boulevard, thirty miles per hour;
Broadway Avenue from Fremont Boulevard to the easterly city limits, thirty miles per hour;~~

~~Coe Avenue from Buttercup Boulevard to General Jim Moore Boulevard, thirty-five miles per hour;~~

~~Coe Avenue from Monterey Road to Buttercup Boulevard, thirty miles per hour;~~

~~Del Monte Boulevard from the southerly city limits to the northerly city limits, thirty-five miles per hour;~~

~~Fremont Boulevard from Playa Avenue to the northerly city limits, thirty-five miles per hour;~~

~~Fremont Boulevard from the southerly city limits to Playa Avenue, thirty miles per hour;
General Jim Moore Boulevard from Broadway Avenue to Coe Avenue, forty miles per hour;~~

~~General Jim Moore Boulevard from Coe Avenue to McClure Way, forty miles per hour;~~

~~General Jim Moore Boulevard from south city limits to Broadway Avenue, forty miles per hour;~~

~~Harcourt Avenue from Canyon Del Rey Boulevard to Fremont Boulevard, thirty miles per hour;~~

~~Hilby Avenue from Fremont Boulevard to Mescal Street, thirty miles per hour;~~

~~Kimball Avenue from Fremont Boulevard to Mescal Street, thirty miles per hour;
La Salle Avenue from Del Monte to Lysette Court, thirty miles per hour;
Lightfighter Drive from Highway 1 to General Jim Moore Boulevard, forty miles per hour;
Mescal Street from Plumas Avenue to San Pablo Avenue, thirty miles per hour;
Military Avenue from Noche Buena to the easterly city limits, thirty miles per hour;
Monterey Road from Fremont Boulevard to 6th Division Road, thirty-five miles per hour;
San Pablo Avenue from Fremont Boulevard to Mescal Street, thirty miles per hour;
Sonoma Avenue from Canyon Del Rey Boulevard to Fremont Boulevard, thirty miles per hour.~~

~~10.24.040 Fifteen miles per hour on certain streets.~~

~~The speed limit on the following streets or portions of streets is established at fifteen miles per hour:~~

- ~~A. The mall from Broadway to La Salle Avenue;~~
- ~~B. Clementina Avenue from Fremont Boulevard to Del Monte Boulevard;~~
- ~~C. Echo Avenue from Fremont Boulevard to Del Monte Boulevard;~~
- ~~D. The unnamed street lying between Lots 105 and 107 of the Gateway Auto Center from Heitzinger Plaza and Del Monte Boulevard;~~

Staff recommends the City Council pass to print, an Ordinance amending the Seaside Municipal Code Sections 10.24.010, 10.24.020, and 10.24.040 relating to the adoption of the Engineering and Traffic Survey, modifying the speed limits and conducting a public hearing. A Resolution will be presented for City Council consideration at this September 16th City Council meeting to approve the E&TS and establish speed limits based upon the results of the survey.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

1. Ordinance

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AMEND CHAPTER 10.24 SPEED LIMITS MODIFYING ENGINEERING AND TRAFFIC SURVEYS ADOPTED, ELIMINATING 10.24.010 AND 10.24.020

WHEREAS, the City Engineer is responsible for conducting all engineering and traffic surveys necessary to establish, maintain and enforce prima facie speed limits on all streets, or portions thereof, with the jurisdiction of the city; and

WHEREAS, except for those prima facie speed limits set forth in the California Vehicle Code, the speed limit established by the City Council on any particular street, or portion thereof, shall be based upon an engineering and traffic survey demonstrating that the speed limit is appropriate, reasonable and safe to facilitate the orderly movement of traffic; and

WHEREAS, the engineering and traffic survey must be conducted and certified by a licensed Civil Engineer or Traffic Engineer and be kept on file with the City Clerk; and

NOW, THEREFORE, THE COUNCIL OF THE CITY OF SEASIDE DOES ORDAIN AS FOLLOWS:

SECTION 1. GENERAL PURPOSE AND FINDINGS

The purpose of this Ordinance is to consider the following text amendments to the Seaside Municipal Code:

Text amendments to the Seaside Municipal Code Section 10.24 Speed Limits to streamline adoption of the engineering and traffic surveys by resolution for setting speed limits.

SECTION 2. ENVIRONMENTAL COMPLIANCE

The proposed changes to the Ordinance will not result in direct or indirect changes to the environment and do not meet the definition of project under CEQA. (14 CCR 15378(b))

SECTION 3. TEXT AMENDMENT

The following sections of the Seaside Municipal code are hereby amended, additions shown in underline and deletions shown in ~~strikeout~~ as follows:

10.24.010 Engineering and traffic survey adopted.

~~That document known as City of Seaside 2010 Citywide Engineering and Traffic Study (E&TS) dated May 2011, prepared by the consultant Sundaresh N. Begur, and the 2010 Citywide Engineering and Traffic Study Update, dated December 14, 2012, prepared by the consultant Keith B. Higgins, PE, TE of Hatch Mott MacDonald is hereby adopted by the city council as the~~

~~engineering and traffic surveys of the city.~~

~~A. The city engineer is responsible for conducting all engineering and traffic surveys necessary to establish, maintain and enforce prima facie speed limits on all streets, or portions thereof, within the jurisdiction of the city.~~

~~B. Consistent with the requirements of the California Vehicle Code, the city council shall establish the speed limits applicable on streets, or portions thereof, by resolution. The speed limits set by resolution of the city council shall be effective when appropriate signs giving notice of the applicable speed limit have been erected.~~

~~C. Except for those prima facie speed limits set forth in the California Vehicle Code, the speed limit established by the city council on any particular street, or portion thereof, shall be based upon an engineering and traffic survey demonstrating that the speed limit is appropriate, reasonable and safe to facilitate the orderly movement of traffic.~~

~~D. The current Engineering and Traffic Survey (E&TS) for the city will be kept on file with the City Clerk.~~

~~10.24.020 Greater than twenty-five miles per hour on certain streets.~~

~~It is determined, upon the basis of an engineering and traffic survey, that the following speed limits greater than twenty-five miles per hour on the following streets would facilitate the orderly movement of vehicular traffic, are reasonably safe and are declared the prima facie speed limit on these streets:~~

~~Broadway Avenue from Del Monte Avenue to Fremont Boulevard, thirty miles per hour;~~

~~Broadway Avenue from Fremont Boulevard to the easterly city limits, thirty miles per hour;~~

~~Coe Avenue from Buttercup Boulevard to General Jim Moore Boulevard, thirty-five miles per hour;~~

~~Coe Avenue from Monterey Road to Buttercup Boulevard, thirty miles per hour;~~

~~Del Monte Boulevard from the southerly city limits to the northerly city limits, thirty-five miles per hour;~~

~~Fremont Boulevard from Playa Avenue to the northerly city limits, thirty-five miles per hour;~~

~~Fremont Boulevard from the southerly city limits to Playa Avenue, thirty miles per hour;~~

~~General Jim Moore Boulevard from Broadway Avenue to Coe Avenue, forty miles per hour;~~

~~General Jim Moore Boulevard from Coe Avenue to McClure Way, forty miles per hour;~~

~~General Jim Moore Boulevard from south city limits to Broadway Avenue, forty miles per hour;~~

~~Harcourt Avenue from Canyon Del Rey Boulevard to Fremont Boulevard, thirty miles per hour;~~

~~Hilby Avenue from Fremont Boulevard to Mescal Street, thirty miles per hour;~~

~~Kimball Avenue from Fremont Boulevard to Mescal Street, thirty miles per hour;~~

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~~Military Avenue from Noche Buena to the easterly city limits, thirty miles per hour;~~

~~Monterey Road from Fremont Boulevard to 6th Division Road, thirty-five miles per hour;
San Pablo Avenue from Fremont Boulevard to Mescal Street, thirty miles per hour;
Sonoma Avenue from Canyon Del Rey Boulevard to Fremont Boulevard, thirty miles per hour.
10.24.040 Fifteen miles per hour on certain streets.~~

~~The speed limit on the following streets or portions of streets is established at fifteen miles per hour:~~

- ~~A. The mall from Broadway to La Salle Avenue;~~
- ~~B. Clementina Avenue from Fremont Boulevard to Del Monte Boulevard;~~
- ~~C. Echo Avenue from Fremont Boulevard to Del Monte Boulevard;~~
- ~~D. The unnamed street lying between Lots 105 and 107 of the Gateway Auto Center from Heitzinger Plaza and Del Monte Boulevard;~~

SECTION 4. REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS.

All ordinances, parts of ordinances and resolutions in conflict herewith are hereby repealed insofar as they conflict with this ordinance.

SECTION 5. EFFECTIVE DATE

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

INTRODUCED AND PASSED TO PRINT at a regular meeting of the City Council of the City of Seaside, State of California, on the 19th day of August 2021.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the 2nd day of September 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 STAFF REPORT

Item No.: 10.A.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

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

DATE: September 2, 2021

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH
HARRIS & ASSOCIATES FOR DESIGN SERVICES IN SUPPORT
OF PHASE II BUILDING REMOVAL FOR CAMPUS TOWN
DEVELOPMENT IN THE AMOUNT OF \$454,462.00**

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute a Professional Services Agreement with Harris & Associates in the amount of \$454,462.00 and amendments such that the total contract value does not exceed \$545,354.00.

BACKGROUND

On March 19, 2020, the City Council adopted Ordinance No. 1082 approving a Development Agreement with KB Bakewell Seaside Venture II, LLC (Developer) for the development of approximately 122 acres of land on the former Fort Ord, a project more commonly known as Campus Town (Project). Pursuant to section 11 of the Agreement, the City is responsible for remediation of the property to be free of hazardous materials to residential standards at no cost to the Developer. The City is also obligated to deconstruct, demolish and remove buildings, structures and improvements located within the boundaries of the development. The City is further required to implement appropriate environmental mitigations in support of these obligations as prescribed by the Campus Town Final Environmental Impact Report (FEIR).

The Development Agreement is structured to allow land sales and development to occur in separate phases. The phase 1 land sale includes the property west of General Jim Moore Blvd, including the former Visitor Center, the Presidio Fire Station and the former Burger King fast food restaurant. Phase 1 construction will be the portion of the

development west of General Jim Moore Boulevard. Phase 2 will include all the remaining land within the Campus Town development east of General Jim Moore Blvd., requiring the removal of remaining infrastructure including parking lots, driveways, underground utilities and most significantly, 8 barrack buildings known as hammerheads. See attachment 1 for locations of phase 1 and phase 2 of the development.

The level of effort and specialized skills needed to perform hazardous materials investigation, waste characterization, and remediation design (plans and specification preparation) exceeds the current resources of the Engineering Division. Staff solicited proposals from qualified professionals and on April 1, 2021, the City Council approved Resolution 21-31 to retain Vista Environmental Consultants (Vista) to provide the necessary resources & expertise for proper abatement of hazardous materials within the development. Based upon Vista's previous experience working for the Fort Ord Reuse Authority (FORA) as well as their previous and current work for California State University, Monterey Bay (CSUMB), Vista was able to provide a comprehensive scope of work for all phases of remediation needed within the entire Project. Vista's skills and scope of work, however, do not include the development of formal abatement and demolition bid documents.

With the Developer's schedule to start phase 1 Campus Town construction in early 2022, staff requested a proposal from Harris & Associates (Harris) to develop phase 1 demolition plans and specifications. To keep phase 1 demolition design on schedule and budgets reasonable, the initial scope of work, authorized May 18, 2021, was limited to phase 1 demolition and did not include preparation of the hazardous materials abatement bid package. After Vista submitted draft remediation specifications, Harris had sufficient information to draft a proposal for the development of phase 1 abatement bid documents. On August 5, 2021, the City Council authorized an amendment to the Harris contract for the development of complete phase 1 abatement and demolition bid documents.

The Developer has indicated a preferred start date of early 2023 for construction of phase 2 of the Project. Based upon Vista's previous experience with CSUMB and remediation and demolition of hammerhead buildings, it is appropriate to begin the demolition and abatement design effort for the City to deliver the phase 2 property clear of hazardous materials, buildings and infrastructure. At the request of staff, Harris has provided a proposal dated August 4, 2021 to develop both the abatement and demolition bid documents for phase 2 of the Campus Town Project.

The Harris proposal outlines a comprehensive scope of work to achieve a complete bid document for the abatement and removal of the remaining buildings and infrastructure within the phase 2 boundaries of the Project. The work represents over 2,200 hours of effort and includes performing EIR Mitigations before and during demolition, surveying and mapping existing conditions, and coordination with utilities such as PG&E, Marina

Coast Water District and AT&T. Harris will incorporate the reports and specifications developed by Vista specific to phase 2 and prepare formal abatement and demolition bid documents. Finally, Harris will provide support during the bid process and develop as-built drawings upon demolition completion.

Staff has reviewed the Harris proposal and determined the scope of services are appropriate. Harris & Associates has the necessary staff resources, qualifications and skills to successfully prepare abatement and demolition bid documents in preparation for phase 2 of the Campus Town project. Harris has previous experience working as a consultant to FORA providing design and construction management services for the demolition of several buildings located within phase 2 of the Project boundaries. Staff recommends the City Council authorize the City Manager to execute a Professional Services Agreement with Harris & Associates in the amount of \$454,462 for design services for the abatement and demolition of buildings and infrastructure within phase 2 Campus Town project.

FISCAL IMPACT

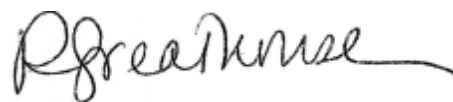
There will be no fiscal impact to the General Fund. The Harris proposal is a not to exceed contract in the amount of \$454,462. With the potential for further discovery of unknown conditions requiring investigation, engineering staff recommends a contingency of 20%, resulting in a total budget of \$545,354. 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 fiscal year 2021-2022 budget includes \$700,000 (Account No. 329-8110-1030) for consulting services and \$4,792,088 (Account No. 329-8110-2073) to implement abatement and demolition activities. Amendments to the Vista contract and Harris phase 1 contract were authorized in the amount of approximately \$287,000 and allocated to Account No. 329-8110-1030, resulting in an available consulting budget of \$413,368. Therefore, Account No. 329-8110-1030 has insufficient funds for the Harris phase 2 scope of work. Staff recommends the City Council authorize an appropriation \$132,000 from Account No. 329-8110-2073 to Account No. 329-8110-1030 and authorize the City Manager execute a Professional Services Agreement with Harris in the amount of \$454,462 and amendments such that the total contract value does not exceed \$545,354.

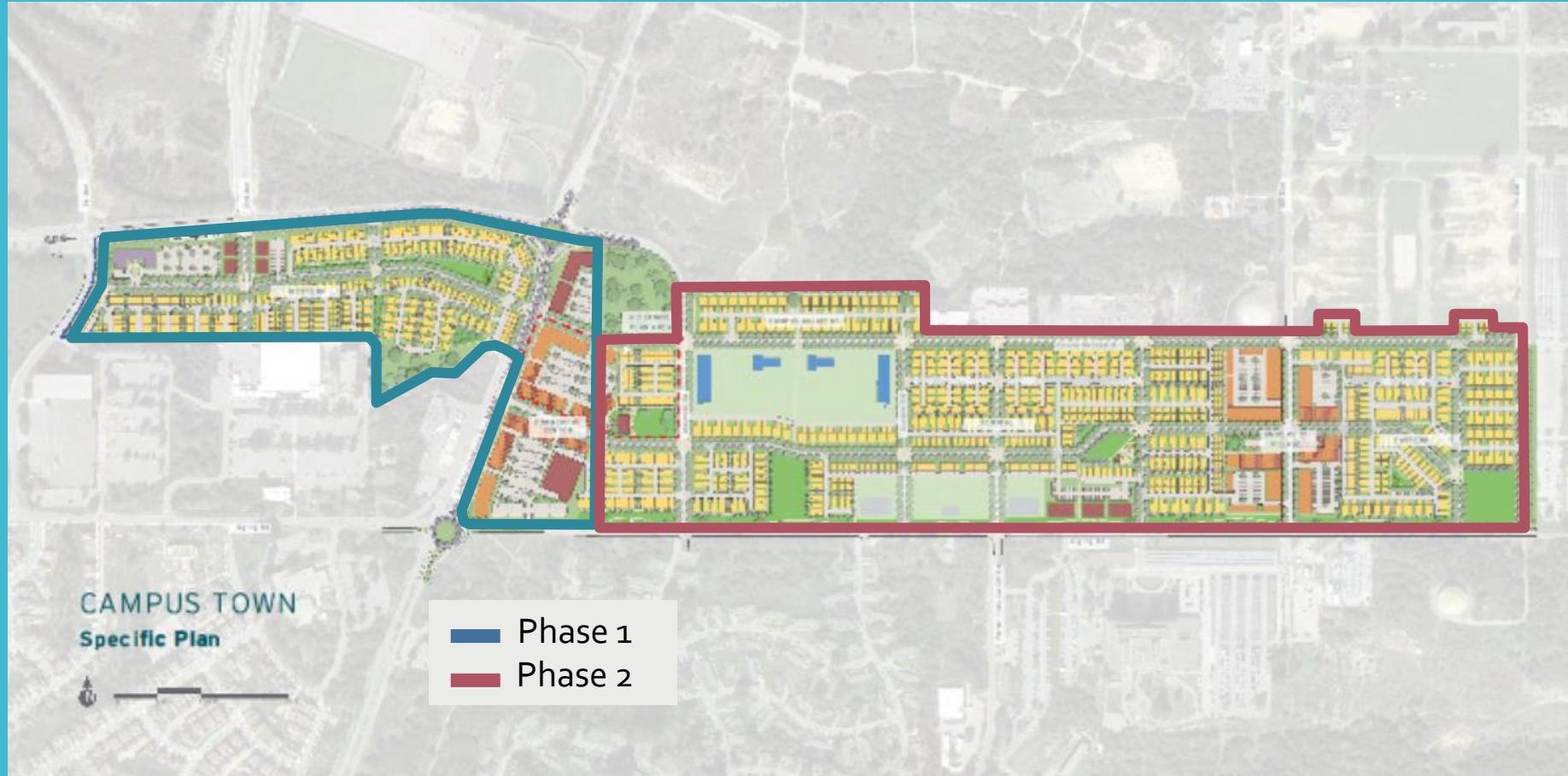
ATTACHMENTS

1. Campus Town Phase Map
 2. Resolution
 3. Professional Service Agreement
-

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to read "R Greathouse", with a long horizontal flourish extending to the right.

Roberta Greathouse, Acting City Manager



Campus Town



RESOLUTION NO. 2021-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES, INC. IN THE AMOUNT OF \$454,462 AND AMENDMENTS SUCH THAT THE TOTAL CONTRACT VALUE DOES NOT EXCEED \$545,354 FOR DESIGN SERVICES IN SUPPORT OF BUILDING REMOVAL FOR PHASE 2 CAMPUS TOWN DEVELOPMENT

WHEREAS, On February 6, 2017 the City of Seaside and the Successor Agency entered into a purchase and sale agreement with KB Bakewell Seaside Venture LLC (Developer) for the sale of property (Property) in the former Fort Ord to facilitate the development of the Campus Town Project (Project); and

WHEREAS, on March 5, 2020, the City adopted resolution 20-09 certifying the Campus Town Specific Plan Final Environmental Impact Report and Mitigation Monitoring and Reporting Program for the development of the Project; and

WHEREAS, On March 19, 2020, the City adopted Ordinance No. 1082 approving a development agreement with the Developer and such ordinance became effective on April 18, 2020; and

WHEREAS, the Property contains numerous buildings and other improvements that are known to contain hazardous materials including but not limited to lead paint and asbestos; and

WHEREAS, pursuant to the development agreement, the city is responsible to deliver the Property free of hazardous materials, suitable for development to residential standards and demolish buildings and other improvements; and

WHEREAS, the level of effort and specialized skills necessary to prepare plans and specifications for the demolition and relocation activities exceeds the current resources of the City Engineering Division; and

WHEREAS, on May 17, 2018, the City approved Resolution 18-39 establishing an on-call list for engineering services for a period of 3 years with optional two one year extensions; and

WHEREAS, Harris & Associates (Consultant) is included on the on-call engineering services list; and

WHEREAS, Consultant has previously prepared demolition plans and construction management services under contract with the Fort Ord Reuse Authority for removal of buildings within the Property; and

WHEREAS, the Consultant submitted a proposal to provide demolition design and environmental mitigation support services in the amount of \$454,462 for Campus Town Phase 2 building removal; and

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

WHEREAS, a 20 percent (20%) contingency is appropriate for a project of this level of complexity resulting in a budget of \$545,354; and

WHEREAS, a Professional Services Agreement with the Consultant will be funded from the FORA Blight Removal Fund account 329-8110-1030; and

WHEREAS, fiscal year 2021/2022 adopted budget allocated \$700,000 to account 329-8110-1030 and \$4,792,088 to account 329-8110-2073; and

WHEREAS, \$278,000 of expenditures were funded from account 329-8110-1030 in support of phase 1 Campus Town building removal requiring an additional \$132,000 to fund the Consultant's proposed scope of work.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside hereby directs the Finance Director to allocate \$132,000 from account 329-8110-2073 to account 329-8110-1030 for fiscal year 2021/2022; and

BE IT FURTHER RESOLVED that the City Council of the City of Seaside hereby authorizes the City Manager to execute a Professional Services Agreement with Harris & Associates, Inc. attached hereto as Exhibit 1 in the amount of \$454,462 and execute amendments such that the total contract value does not exceed \$545,354.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 2nd day of September, 2021, by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk



**CITY OF SEASIDE
DESIGN PROFESSIONAL SERVICE AGREEMENT
FOR CONSTRUCTION PROJECTS
CAMPUS TOWN PHASE 2 ABATEMENT & DEMOLITION DESIGN**

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

1. TERM

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

2. SERVICES

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

3. PERFORMANCE

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

4. AGENCY MANAGEMENT

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

5. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, 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 Fifty-Four Thousand Four Hundred Sixty-Two Dollars (\$454,462) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

7. DEFAULT OF CONSULTANT

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

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

8. OWNERSHIP OF DOCUMENTS

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

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

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

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

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

(b) For All Other Liabilities

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

10. INSURANCE

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

11. INDEPENDENT CONSULTANT

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

16. NOTICES

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

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

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

To Consultant: Harris & Associates
450 Lincoln Ave., Ste 103
Salinas, CA 93901
Att: Frank Lopez, Business Unit Leader

17. ASSIGNMENT

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

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

18. LICENSES

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

19. GOVERNING LAW

The Agency and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties

to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the Agency.

20. ENTIRE AGREEMENT

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

21. WORK SCHEDULED/TIME OF COMPLETION

Agency and Consultant agree that time is of the essence in this Agreement. Consultant shall perform as follows and described in Exhibit A to this Agreement. Consultant shall not be responsible for delays caused by circumstances beyond its sole reasonable control.

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, Exhibit "A" hereto. In the event of conflict, the requirements of Agency's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

(Signatures on next page)

**Harris & Associates**

August 4, 2021

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

CITY OF SEASIDE'S FORT ORD MILITARY RESERVATION PROPERTY DECONTAMINATION, DECONSTRUCTION, AND DEMOLITION PROJECT – PHASE 2

Dear Ms. Patel:

As requested and discussed on July 12, 2021, please accept this letter as our Proposal for the *"Fort Ord Military Reservation Property Decontamination, Deconstruction, and Demolition Project – Phase 2"* ("the Project").

The following outlines our project 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 ("the Project") on the subject Property. The City is also planning to remove select trees within the Property. The City has requested Harris & Associates ("Harris") submit a Proposal to provide professional engineering and environmental services to support the Project, including the tree removal work. Furthermore, Harris will produce Construction Contract Documents and support procurement of qualified Contractors to deliver the Property in a condition as defined by the Purchase and Sale Agreement, specifically deconstructing, demolishing, removing, and disposing of buildings, structures, select trees, and improvements.

The Project will consist of two (2) phases. Phase 1 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). At this point, Phase 1 of the overall Project is approaching the 90% design deliverable stage and will be advertised in late September 2021 with bids planned for receipt and opening on October 21, 2021. Phase 2 will include an existing fire station, hammerhead structures (old barracks), and six (6) total parking lots. Please see **Attachment A**, which illustrates the locations and conceptual phases for the Project. **This Proposal is for Phase 2.**

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 portion of the work is the *"Decontamination"* component. 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. It is expected that 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 will produce three (3) technical specifications that define those requirements as follows:

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

The City has requested Harris & Associates incorporate the work performed and produced exclusively by Vista Environmental Consulting to be compiled with the deconstruction and demolition as one (1) single version of Construction Contract Documents.

Lastly, the Harris environmental and planning team reviewed the Campus Town Environmental Impact Report (EIR), prepared by Rincon, to identify required mitigation measures for the remaining six (6) locations. The mitigation measures identified are listed in Table 1 below, with the full description included in the Mitigation Monitoring and Reporting Program (MMRP) in **Attachment B**.

The deconstruction and demolition work shall include removal and disposal of the subject structures in their entirety to include roof structures, exterior walls, interior walls, concrete slabs and foundations, windows, doors, plumbing, mechanical, communications, and electrical systems. The site work includes removal and disposal of asphalt concrete parking lots, concrete, retaining walls, steps, excavation and backfill/fill, disconnection, capping, removal, and disposal of water, wastewater, gas, and electrical utilities, and rough grading for mitigating safety concerns and facilitating drainage.

SCOPE OF SERVICES

Task 1.0 – Project Management

Sub-task 1.1 Kick-Off Meeting

Harris will organize and lead the Project kick-off meeting with the City and any other necessary project stakeholders. Harris and appropriate subconsultants will attend the meeting. We will issue Meeting Minutes with action items for review by meeting attendees.

Sub-task 1.2 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.

Sub-task 1.3 Bi-Weekly Progress Meetings (8)

To keep the project moving forward and have open lines of communication, we 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 1.4 Monthly Progress Reports (4)

Harris will 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 Utility Coordination

Harris will coordinate with the City to contact, via e-mail, and issue utility notifications to utility companies that have facilities within the Project vicinity making them aware of the upcoming Phase 2 of the Project and request copies of their maps, plans, and/or sketches of their existing and/or proposed facilities within the Project vicinity (if not received as part of Phase 1). The known utility owners are AT&T, Comcast, Marina Coast Water District (MCWD), and Pacific Gas & Electric (PG&E).

In addition to the written utility notifications, Harris will contact the utility companies by telephone to ensure that written notifications were received and being acted upon. Copies of progress submittals will be transmitted to affected utility companies to notify them of the upcoming Phase 2 activities. Harris will be available for specific as-needed meetings with the subject stakeholders in an effort to properly coordinate the Work and support the Project. Harris will maintain a utility log tracking when and to whom notifications were sent and document the responses received. City staff will be copied on utility correspondence. Each utility owner is different and may impose unique requirements as part of the Contractor's responsibilities. These unique requirements will be determined, refined, and incorporated into the Construction Contract Documents. In addition, the Contractor will demolish, remove, and dispose of utility services and laterals within the Project footprint, as well as those within public-right-of-way up to the main distribution or transmission facility.

Task 2.0 – Preliminary Investigations, Environmental Support, and Mitigation Measures**Sub-task 2.1 Data Gathering, Site Visits, and Field Review**

Harris will gather additional available pertinent information from the City, utility owners, and stakeholders. Harris will conduct field investigations to confirm the utilities outside of each building and in the interior of every floor, and document the findings through photographs. The photographs will be used in the construction drawings to assist in describing building removal work to be done.

Sub-task 2.2 Review and Confirmation of Mitigation Measures

Harris will review the list of mitigation measures identified in Table 1 below and confirm those that apply to the deconstruction and demolition of Locations 2, 4, 6, 7, 8, and 9 (remaining 6 sites) based on a field visit and a review of the details in the MMRP.

Sub-task 2.3 Site Survey

Harris will use the existing aerial topographic site survey for the Project area, which was provided by the City as part of Phase 1. Harris will retain Whitson Engineers for supplemental field survey in order to "calibrate" the City-provided aerial topographic survey, establish certain elevations, establish locations of sewer manholes, water valve lids, and storm drain surface improvements (i.e. inlets, grates, lids) such that site improvements can be defined with additional accuracy.

Sub-task 2.4 Base Mapping

Using the information gathered in Task 2.1 and aerial topographic survey and supplemental field survey provided in Task 2.3. Harris will prepare the base mapping for Project. Base mapping information will include as-builts for existing water (i.e. MCWD), storm drain, and sewer mains. It will also include dry utilities such as AT&T, Comcast, and PG&E, and base utilities. Upon completion of the base mapping, Harris will conduct field reviews to confirm the base mapping.

Sub-task 2.5 Early Mitigation Measures Implementation Memorandum

Harris will identify measures that can be implemented early (on the front end) to avoid disruptions during the decontamination, deconstruction, and demolition work (e.g., nesting bird surveys and tree removal). Additionally, we will create a timeline in tabular format for implementing the mitigation measures, as well as any other measures identified to avoid disruptions during Contractor activities.

Sub-task 2.6 SWPPP

Harris will prepare a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall conform the requirements of the Central Coast Regional Water Quality Control Board (Board).

Sub-task 2.7 Implementation of Mitigation Measures

This task includes mitigation measures to be implemented by Harris, Ecosystems West, and Albion as identified in **Table 1** (with corresponding detail in **Attachment B**).

Table 1. Campus Town EIR Mitigation Measures for Decontamination, Deconstruction, and Demolition Activities

Mitigation Measure (Summary) <i>See MMRP (Attachment B) for complete mitigation measures</i>	Harris Team <i>Firm</i>
BIO-1(a). Floristic, seasonally-timed surveys for special status plants prior to any vegetation removal	Implement (must be done in April or mid-May at latest) <i>Ecosystems West</i>
BIO-1(b). Avoidance of or mitigation for impacts to occupied habitat if Federal or State listed species are found during survey, including project redesign (where feasible), orange protective fencing around sensitive species within 50 feet of disturbance limits, and the salvage or compensation (minimum 1:1) of individual plants where disturbance cannot be avoided	Implement/Monitor <i>Ecosystems West</i>
BIO-1(c). Mitigation of disturbed sensitive plants at off-site habitat preserve or purchase of credits from approved mitigation bank	Implement (Contingent on presence) <i>Ecosystems West</i>
BIO-1(d). Pre-construction clearance survey for special-status wildlife	Implement <i>EcoSystems West for coast horned lizard, legless lizard; and Harris for other species</i>
BIO-1(e). Minimization of ground disturbance, presence of biological monitor, provisions for capture/relocation of sensitive species, covering of excavations, inspection of trenches and pipes prior to moving or filling, night-sensitive lighting for construction work	Monitor <i>EcoSystems West for plants, butterfly, and legless lizard, if required; and Harris for other species</i>
BIO-1(f). Restriction of demolition and vegetation removal to non-breeding season (where feasible), and general pre-construction nesting bird surveys no more than 14 days prior to construction by qualified biologist during nesting season (Feb. 1 to Sept. 15). Surveys include disturbance area and at least 200-foot buffer	Implement/Monitor (Contingent on construction timing, required if prior to September 15) <i>Harris</i>
BIO-1(g). Preservation of oak trees within 25 feet of ground disturbances via temporary orange plastic fencing at least five feet high and at the extent of the dripline or root zone. No parking of equipment within fencing. Trimming of branches must be done prior to construction under the direction of certified arborist	Monitor <i>Harris</i>
BIO-1(h). Worker Environmental Awareness Program (WEAP) including identification of sensitive species and habitats and review of mitigation measures and the limits of construction	Implement <i>Harris</i>
CUL-2(a). WEAP including description of types of cultural material, regulatory issues, and proper protocol for treatment of materials	Implement <i>Albion</i>
CUL-2(b). Halting of work within 100 feet of unanticipated archaeological discovery, procedures for contacting local Native American group, consultation with tribal representatives, and treatment plan for discovered material	Implement (Contingent on Unanticipated Discoveries) <i>Albion</i>
GEO-5(h). Paleontological Worker Environmental Awareness Program. Prior to the start of construction, conduct training for construction personnel regarding the appearance of fossils and the procedures for	Implement <i>Albion</i>

notifying paleontological staff should fossils be discovered by construction staff	
N-1. Use of mufflers, electrical power, strategic equipment staging, equipment idling and workers' radio policies, smart back-up alarms, temporary sound barriers, and the designation of a disturbance coordinator to mitigate noise	Monitor <i>Harris</i>
N-2. Prohibition on equipment generating high levels of vibration within 100 feet of Monterey College of Law and Monterey Peninsula College Public Safety Training Center (without consultation of these institutions) ²	Monitor <i>Harris</i>

Task 3.0 – 60% Submittal

Sub-task 3.1 60% Design Drawings

Harris will produce 60% design drawings as one (1) single set and anticipates the sheet index as follows:

1. Title Sheet and Overall Project Map
2. Project Notes and Requirements
3. Locations for Deconstruction and Demolition Plan (Locations No. 2, 4, 6, 7, 8, and 9)
4. Overall Site Utility Plan
5. Fire Station Structure & Existing Conditions (Site No. 2)
6. Fire Station Utility Demolition Plan (Site No. 2)
7. Fire Station Building & Parking Lot Demolition with Tree Removals (Site No. 2)
8. Fire Station Post-Demolition and Grading Plan (Site No. 2)
9. Parking Lot 'A' Existing Conditions (Site No. 4)
10. Parking Lot 'A' Demolition Plan with Tree Removals (Site No. 4)
11. Parking Lot 'A' Post-Demolition and Grading Plan (Site No. 4)
12. Parking Lot 'B' Existing Conditions (Site No. 6)
13. Parking Lot 'B' Demolition Plan with Tree Removals (Site No. 6)
14. Parking Lot 'B' Post-Demolition and Grading Plan (Site No. 6)
15. Parking Lot 'C' Existing Conditions (Site No. 7)
16. Parking Lot 'C' Demolition Plan with Tree Removals (Site No. 7)
17. Parking Lot 'C' Post-Demolition and Grading Plan (Site No. 7)
18. Parking Lot 'D' Existing Conditions (Site No. 8)
19. Parking Lot 'D' Demolition Plan with Tree Removals (Site No. 8)
20. Parking Lot 'D' Post-Demolition and Grading Plan (Site No. 8)
21. Hammerhead Structures & Existing Conditions (Site No. 9)
22. Hammerhead Structures Utility Demolition Plan (Site No. 9)
23. Hammerhead Structures (West) Demolition Plan (Site No. 9)
24. Hammerhead Structures (East) Demolition Plan (Site No. 9)
25. Hammerhead Structures Typical First Floor Plan (Site No. 9)
26. Hammerhead Structures Typical Second Floor Plan (Site No. 9)
27. Hammerhead Structures Typical Third Floor Plan (Site No. 9)
28. Hammerhead Parking Lot and Tennis Court Demolition (Site No. 9)
29. Hammerhead Property Tree Removal Plan (Site No. 9)
30. Hammerhead Structures Post-Demolition and Grading Plan (Site No. 9)
31. Miscellaneous Utility Details
32. Miscellaneous Hammerhead Structure Details
33. Miscellaneous Details
34. Site 2 Erosion Control BMPs
35. Site 4 Erosion Control BMPs
36. Site 6 Erosion Control BMPs
37. Site 7 Erosion Control BMPs
38. Site 8 Erosion Control BMPs
39. Site 9 Erosion Control BMPs

40. Hazardous Materials Abatement and Decontamination Site Plan

Harris will prepare the 60% design drawings in AutoCAD Civil 3D 2016. The horizontal scale will be 1"=40' or 1"=20' where appropriate for the information depicted. The full-size print size will be 24"x36".

Sub-task 3.2 60% Specifications

A complete technical specification package will be prepared and submitted for review and comment for the Project. The "front end" documents will be provided by the City for editing and compilation by Harris.

Sub-task 3.3 60% Engineer's Opinion of Probable Construction Cost

Harris will provide an engineer's opinion of probable construction cost based on the 60% design drawings and technical specifications for the Project.

Sub-task 3.4 Quality Control Review (60% Deliverables)

Harris will perform Quality Control (QC) reviews of the Project's formal deliverables to support high-quality technical deliverables as well as compliance with the Scope of Work. Internal checklists and sign-offs by Harris QA/QC team on deliverables is required before final deliverables are issued to the City.

Task 4.0 – 90% Submittal

For each task below, once comments have been addressed, a submittal will be made to the City (one set of revised design drawings, technical specifications, and EOPCC). The City must approve the prior submittal before work can commence on the next submittal.

Sub-task 4.1 90% Design Drawings

Harris will incorporate, address, and document the responses to the 60% review comments from the City, in addition to design progress, to prepare the 90% design drawings.

Sub-task 4.2 90% Specifications

Harris will incorporate, address, and document the responses to the 60% review comments from the City, in addition to design progress, to prepare the 90% technical specifications.

Sub-task 4.3 90% Engineer's Opinion of Probable Construction Cost

An updated EOPCC will be provided based on the status of the project requirements and the development and refinement of the Construction Contract Documents.

Sub-task 4.4 Quality Control Review (90% Deliverables)

Harris will perform Quality Control (QC) reviews of the Project's formal deliverables to support high-quality technical deliverables as well as compliance with the Scope of Work. Internal checklists and sign-offs by Harris QA/QC team on deliverables is required before final deliverables are issued to the City.

Task 5.0 – Issued-for-Construction (IFC) Submittal

Sub-task 5.1 IFC Construction Drawings

Harris will incorporate, address, and document the responses to the 90% review comments from the City, in addition to design progress, to prepare the issued-for-bid construction drawings.

Sub-task 5.2 IFC Technical Specifications

Harris will incorporate, address, and document the responses to the 90% review comments from the City, in addition to design progress, to prepare the issued-for-bid construction technical specifications.

Sub-task 5.3 Final Engineer's Opinion of Probable Construction Cost (EOPCC)

An updated EOPCC will be provided based on the status of the project requirements and the development and refinement of the Construction Contract Documents.

Sub-task 5.4 Quality Control Review (IFC Deliverables)

Harris will perform Quality Control (QC) reviews of the Project's formal deliverables to support high-quality technical deliverables as well as compliance with the Scope of Work. Internal checklists and sign-offs by Harris QA/QC team on deliverables is required before final deliverables are issued to the City.

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.

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.

Task 6.0 – Bidding Support

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 will control the bidding process by conducting a pre-bid meeting, collecting requests for information (RFIs), disseminating the RFI responses, and any addendums.

The City will also conduct the bid opening. Harris will provide bid assistance by attending the pre-bid meeting and bid opening, provide construction support on an as-needed basis for RFI responses, and assist in evaluating the bids.

Sub-task 6.1 Pre-Bid Meeting and Bid Opening

The City will conduct a pre-bid meeting and bid opening for the Project.

Sub-task 6.2 Bid Phase Assistance

Harris will provide support during the bid period by responding to requests for information (RFIs). Our fee includes preparation of one (1) addendum for the Construction Contract Documents. Work performed under this task will be under Task 9.0.

Sub-task 6.3 Bid Tabulation and Evaluation

Harris will assist with the bid evaluation for each 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 will notify City if there are irregularities and recommendations for bid award.

Task 7.0 – Construction

Sub-task 7.1 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 7.2 Responses to Requests for Information (8)

Harris & Associates will review and respond to RFIs submitted by the Contractor. For purposes of this Proposal, we have estimated eight (8) responses to RFIs.

Sub-task 7.3 Submittal Review (12)

Harris & Associates will review and comment on submittals provided by the Contractor as required by the Construction Contract Documents. For purposes of this Proposal, we have estimated twelve (12) 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 7.4 Contractor Mitigation Monitoring

This task includes monitoring the mitigation measures being implemented by the Contractor during decontamination, deconstruction, and demolition, as identified in **Table 1** with corresponding detail in **Attachment B** (see Task 2.7 for monitoring activities).

Sub-task 7.5 Record Drawings

Harris will provide Record Drawings based on redlined as-built construction drawings provided by the Contractor following completion of the 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) Implementation and monitoring of mitigations conservatively assume all species identified are present and require surveys and monitors will be required every day during construction.
- 5) If nesting burrowing owls or Smith's blue butterfly are present, additional specialists would be solicited as needed, but the appropriate hours have been included in the Fee.
- 6) Fee includes general construction monitoring, noise and vibration monitoring, bats, birds, and burrowing owls if needed, weekly check-ins with the Contractor and monitors, and oversight responsibilities.
- 7) EcoSystems West staff hours include mitigation implementation and monitoring for plants, butterflies, and lizards.

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) Topographic Survey (other than supplemental field survey as defined in Sub-task 2.3 above);
- 3) Utility Locating, Physical Potholing, and/or Subsurface Detection;
- 4) Sampling, Testing, and Reporting;
- 5) Scheduling;
- 6) License(s) and Permit(s);
- 7) Construction Management and Administration;
- 8) Inspection;
- 9) Any and all changes in the Scope of Services not part of this Proposal;

PROJECT SCHEDULE

The Project is expected to be complete by January 31, 2023. The following are target milestone dates based on our understanding:

Decontamination, Deconstruction, and Demolition Project

1. Notice to Proceed for Harris on August 20, 2021 (City Controlled)
2. Draft 60% Construction Contract Documents by November 19, 2021 (Harris Controlled)
3. Review Comments from City by November 19, 2021
4. Draft 90% Construction Contract Documents by December 24, 2021 (Pending City Approval, Harris Controlled)
5. Review Comments from City by January 7, 2022
6. Final IFC Construction Contract Documents by January 28, 2022 (Pending City Approval, Harris Controlled)
7. Advertise and Solicit for Bid by February 11, 2022
8. Publicly Receive Bids on March 11, 2022
9. Award Construction Agreement on April 7, 2022

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 – Project Management: \$31,950

Task 2 – Preliminary Investigations, Environmental Support, and Mitigation Measures: \$110,882

Task 3 – 60% Submittal: \$73,020

Task 4 – 90% Submittal: \$53,930

Task 5 – IFC Submittal: \$37,260

Task 6 – Bid Assistance: \$13,800

Task 7 – Construction: \$133,620

TOTAL PROPOSED FEE: \$454,462

Sincerely,

Harris & Associates, Inc.



Frank Lopez, PE, QSD
Business Unit Leader
Engineering + Design Services

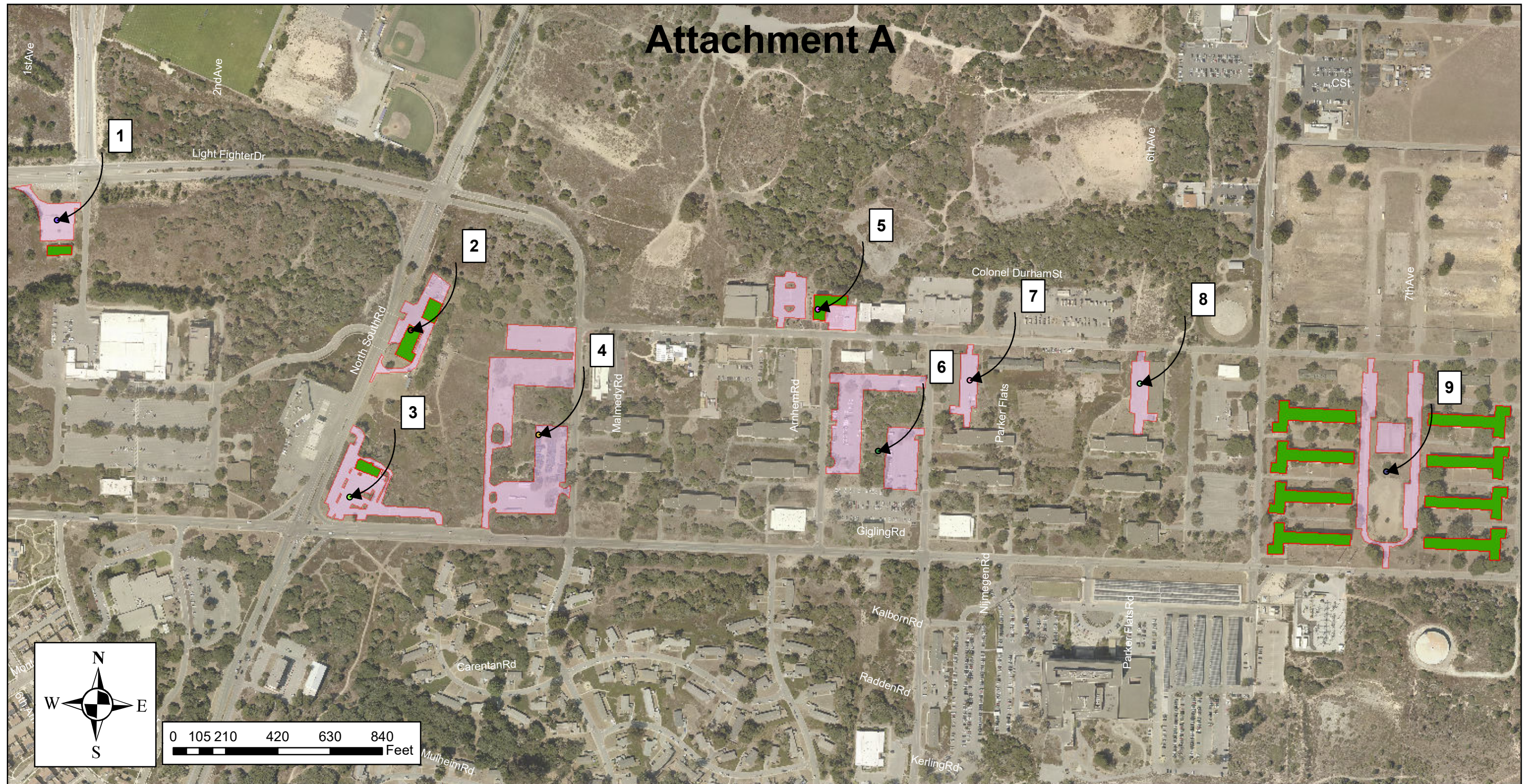
(831) 233-9242 Frank.Lopez@WeAreHarris.com



Jason Caprio, PE, PMP
Senior Project Manager
Engineering + Design Services

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

Attachment A



1 - Visitor Center and Parking Lot

- BLDG (2,100 Sq.Ft.)
- Parking Lot (25,392 Sq.Ft.)

2 - Fire Station and Parking/Driveway

- BLDG (7,400 Sq.Ft.)
- Parking Lot (31,534 Sq.Ft.)

3 - Fast Food Restaurant and Parking Lot

- BLDG (3,500 Sq.Ft.)
- Parking Lot (56,735 Sq.Ft.)

4 - Parking Lot A

- Parking Lot (160,546 Sq.Ft.)

5 - Chapel and Parking Lot

- BLDG (6,900 Sq.Ft.)
- Parking Lot (33,359 Sq.Ft.)

6 - Parking Lot B

- Parking Lot (94,051 Sq.Ft.)

7 - Parking Lot C

- Parking Lot (19,308 Sq.Ft.)

8 - Parking Lot D

- Parking Lot (20,694 Sq.Ft.)

9 - Hammer Heads (Old Barracks) Parking Lot/Hardscape

- BLDGS(x8) (3 Floors EA) (336,000 Sq.Ft.)
- Parking Lot/Hardscape (83,011 Sq.Ft.)



Parking Lot



Building



Attachment B

Campus Town EIR Mitigation Monitoring and Reporting Program

Excerpt from the City of Seaside

RESOLUTION NO. 2020-XX
A RESOLUTION OF THE CITY COUNCIL CERTIFYING THE
ENVIRONMENTAL IMPACT REPORT FOR THE CAMPUS TOWN
SPECIFIC
PLAN PROJECT, MAKING CALIFORNIA ENVIRONMENTAL
QUALITY ACT
FINDINGS, AND ADOPTING A MITIGATION MONITORING AND
REPORTING PROGRAM

EXHIBIT B
MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Monitoring and Reporting Program

CEQA requires that a mitigation monitoring or reporting program be adopted for the conditions of project approval that are necessary to mitigate or avoid significant effects on the environment (Public Resources Section Code 21081.6; CEQA Guidelines Section 15097). This mitigation monitoring and reporting program is intended to track and ensure compliance with adopted mitigation measures during project implementation. For each mitigation measure in the Final Environmental Impact Report (Final EIR), specifications are made herein that identify the action required, the monitoring that must occur, the monitoring frequency, and the agency or department responsible for oversight.

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
Biological Resources							
BIO-1(a) Special-Status Plant Pre-Construction Survey							
Surveys for special status plants shall be completed by the project proponent prior to any vegetation removal, grubbing, or other construction activity (including staging and mobilization). The surveys shall be floristic in nature, that is, every plant observed shall be identified to species subspecies, or variety, sufficient to identify listed plants. The surveys shall be seasonally timed to coincide with the target Federal and State listed species and rare plants identified above. All plant surveys shall be conducted by a City-approved biologist during the appropriate blooming period during the year prior to initial ground disturbance. All special status plant species identified on site shall be mapped onto a site-specific aerial photograph or topographic map with the use of Global Positioning System (GPS) unit. Surveys shall be conducted in accordance with the most current protocols established by the CDFW, USFWS, and the local jurisdictions if said protocols exist. A report of the survey results shall be submitted to the implementing agency, and the CDFW and/or USFWS, as appropriate, for review.	For each grading phase, retain a City-approved biologist to conduct special status plant surveys prior to vegetation removal, grubbing, or other construction within that phase. Submit a report of the survey results to the implementing agency, CDFW, and/or USFWS, as appropriate, for review.	During the blooming period within one year of initial ground disturbance for each grading phase	Once	City of Seaside Planning Department			
BIO-1(b) Special-Status Plant Species Avoidance, Minimization, and Mitigation							
If Federal and/or State listed species are found during special status plant pre-construction surveys [required under Mitigation Measure BIO-1(a)], avoidance of, or mitigation for impacts to,	For each grading or construction phase, retain a City-approved biologist to establish avoidance or	Prior to construction for each grading and	Once	City of Seaside Planning			

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
occupied habitat shall be required. If populations of CRPR List 1B or 2 species are found during special status plant pre-construction surveys, the City-approved biologist shall evaluate whether the loss of occupied areas would result in a regional population level impact. Mitigation for regional population level impacts to rare plants shall be required by the City and Mitigation Measure BIO-1(c) would be required. If feasible, the Proposed Project shall be re-designed to avoid development in locations of Federal and/or State listed or CRPR List 1B or 2 species. Federal and/or State listed or CRPR List 1B or 2 species occurrences that are not within the immediate disturbance footprint and would be avoided, but which are located within 50 feet of disturbance limits, shall have bright orange protective fencing installed at an appropriate distance (as determined by a qualified biologist) to ensure they are protected during construction activities. If development cannot avoid Federally or State listed plants species, then USFWS and CDFW, as appropriate, shall be consulted regarding the potential for salvage of individual plants or seek compensation (minimum compensation ratio of 1:1 at a similar density if individuals) for the loss of these individuals or their habitat either in an on-site or off-site preserve or as otherwise determined in coordinate with USFWS and CDFW through the Coordinated Research Management Planning Program and in compliance with FESA and CESA as required. The City shall consult with USFWS and CDFW for	mitigation of impacts to occupied habitat within that phase.	construction phase		Department			
	Require final project plans to be re-designed to avoid special status plant species, if feasible.	During substantial conformance review for each construction phase					
	Require protective fencing be placed around special status plants within 50 feet of disturbance limits.	During construction, for each construction phase					
	Consult with USFWS and CDFW regarding salvage of plants or to seek compensation for the loss of individual plants.	Prior to construction for each construction phase					

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
the potential to salvage or “take” listed species and to determine if take authorization would be required by one or both agencies. Impacts to Federal and/or State listed or CRPR List 1B or 2 species would require adherence to Mitigation Measure BIO-1(c).							
BIO-1(c) Restoration and Monitoring							
If development cannot avoid Federal or State listed plant species, all impacts shall be mitigated by the project applicant at a ratio to be determined by the City in coordination with CDFW and USFWS (as applicable) for each species. Mitigation ratios shall be a minimum of 1:1 for areas occupied by the species, but may be higher pending consultation with CDFW and/or USFWS. Restoration areas shall be of a similar density of individuals as areas impacted Project activities. A restoration plan shall be prepared by the project applicant and submitted to the City for review and approval. If development cannot avoid a Federally and/or State listed plant species, the restoration plan shall be submitted to the USFWS and/or CDFW for review and approval. Population level impacts to CRPR List 1B or 2 species shall also be mitigated at a 1:1 ratio for occupied areas, and shall also require a restoration plan in coordination with the City. Mitigation shall be accomplished at an off-site habitat preserve or through the purchase of credits from an approved mitigation bank. The restoration plan(s) shall include, at a minimum, the	In coordination with CDFW and USFWS, determine a mitigation ratio for impacted plant species.	Prior to construction, if applicable	Once	City of Seaside Planning Department			
	Review the applicant-prepared restoration plan and oversee submittal of the plan to USFWS and/or CDFW.	During substantial conformance review and approval					

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
following components:							
	▪ Description of the project/affected species location (s) (i.e., location, responsible parties, areas to be impacted by habitat type) ▪ Compensatory mitigation [type(s) and area(s) species to be established, restored, enhanced, and/or preserved; specific functions and values of species type(s) to be established, restored, enhanced, and/or preserved; and establishment of mitigation ratios appropriate to the affected species in consultation with the USFWS and CDFW, as appropriate] ▪ Description of the proposed compensatory mitigation site (location and size, ownership status, existing functions and values) ▪ Implementation plan for the compensatory mitigation site (rationale for expecting implementation success, responsible parties, schedule, site preparation, planting plan) ▪ Maintenance activities during the monitoring period, including weed removal as appropriate (activities, responsible parties, schedule) ▪ Monitoring plan for the compensatory mitigation site, including no less than quarterly monitoring for the first year (performance standards, target functions and values, target acreages to be established, restored, enhanced, and/or preserved, annual monitoring reports) ▪ Success criteria based on the goals and						

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
measurable objectives; said criteria to be, at a minimum, at least 80 percent survival of container plants and 30 percent relative cover by vegetation type ▪ An adaptive management program and remedial measures to address any shortcomings in meeting success criteria ▪ Notification of completion of compensatory mitigation and agency confirmation ▪ Contingency measures (initiating procedures, alternative locations for contingency compensatory mitigation, funding mechanism)							
BIO-1(d) Special-Status Wildlife Pre-Construction Surveys							
<i>General Wildlife Surveys</i> For each construction phase in areas containing oak woodland or developed woodlands, pre-construction clearance surveys for Monterey dusky-footed woodrat, northern California legless lizard, coast horned lizard, and American badger shall be conducted within 14 days prior to the start of construction (including staging and mobilization). The surveys shall cover the entire disturbance footprint plus a minimum 200-foot buffer, where permissible, and shall identify all special status animal species that may occur on-site. California legless lizard, coast horned lizard, Monterey dusky-footed woodrats and wood rat middens shall be relocated from the site by a qualified biologist. American badger shall be passively excluded with the use of one-	For each construction phase in areas containing oak woodland or developed woodlands, retain a qualified biologist to conduct pre-construction surveys for Monterey dusky-footed woodrat, northern California legless lizard, coast horned lizard, and American badger; and relocate California legless lizard, coast horned lizard, Monterey dusky-footed woodrats and wood rat middens. Require passive exclusion of American badger, if	Within 14 days prior to the start of construction of each construction phase in areas containing oak woodland or developed woodlands During construction of each construction	Once for each construction phase	City of Seaside Planning Department			

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
way doors.	applicable.	phase					
<i>Burrowing Owl Surveys</i>							
A qualified biologist shall conduct pre-construction clearance surveys for each construction phase prior to ground disturbance activities within all suitable habitats such as open fields, lawns, and park strips, to confirm the presence/absence of burrowing owls. The surveys shall be consistent with the recommended survey methodology provided by CDFW (2012). Clearance surveys shall be conducted within 14 days prior to construction and ground disturbance activities. If no burrowing owls are observed, no further actions are required. If burrowing owls are detected during the pre-construction clearance surveys, the following measures shall apply:	For each construction phase containing suitable habitat for burrowing owl, retain a qualified biologist to conduct pre-construction surveys for burrowing owl habitat.	Within 14 days prior to the start of ground disturbance in each construction phase					
	Conduct clearance surveys	During construction of each construction phase					
- Avoidance buffers during the breeding and non-breeding season shall be implemented in accordance with the CDFW (2012) and Burrowing Owl Consortium (1993) minimization mitigation measures. - If avoidance of burrowing owls is not feasible, then additional measures such as passive relocation during the nonbreeding season and construction buffers of 200 feet during the breeding season shall be implemented, in consultation with CDFW. In addition, a Burrowing Owl Exclusion Plan and Mitigation and Monitoring Plan will be	For each construction phase in undeveloped areas, require avoidance buffers and passive relocation, if applicable.	Within 30 days of construction of each construction phase					

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
developed by a qualified biologist in accordance with the CDFW (2012) and Burrowing Owl Consortium (1993). <i>Smith's Blue Butterfly Host Plant Surveys</i> Prior to grading and construction in undeveloped areas, an approved biologist shall conduct surveys for seaciff buckwheat (<i>Eriogonum parvifolium</i>) and seaside buckwheat (<i>Eriogonum latifolium</i>), host plants of Smith's blue butterfly. If Smith's blue butterfly host plants are not located, no further action is required. If host plants are located within proposed disturbance areas, they shall be avoided if feasible. If avoidance is not feasible, focused surveys shall be conducted to determine presence or absence of the butterfly species. This may include transect surveys during the adult flight period (mid-June through early September), and/or inspection of host plants for all life forms (egg, larva, pupa, and adult). If individuals of any life stage that may be impacted by the Proposed Project are detected during focused surveys, a permit for relocation shall be obtained from USFWS, and they shall be relocated by a USFWS permitted biologist. <i>Sensitive Bat Surveys</i> A qualified biologist shall conduct surveys for presence/absence of special status bats, in particular the Townsend's big-eared bat, in	For each construction phase in undeveloped areas, retain a qualified biologist to conduct pre-construction surveys for seaciff buckwheat and seaside buckwheat. Require avoidance of seaciff buckwheat and seaside buckwheat or additional focused surveys for Smith's blue butterfly individuals, if applicable. Retain a USFWS-approved biologist and obtain a USFWS permit for relocation of Smith's blue butterfly. For each construction phase including suitable roosting	Prior to construction of each construction phase During construction of each construction phase Prior to construction Within 30 days of construction of each construction phase					

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
consultation with the CDFW where suitable roosting habitat is present within 30 days of the start of demolition of unused buildings. Surveys shall be conducted using acoustic detectors. If active roosts are located and are not part of an active maternity colony, exclusion devices such as netting shall be installed to discourage bats from occupying the site. Maternal bat colonies shall not be disturbed. If a roost is determined by a City-approved biologist to be used by a large number of bats, bat boxes shall be installed near the site. The number of bat boxes installed will depend on the size of the hibernaculum and shall be determined in consultations with a City-approved qualified biologist. If a maternity colony has become established, all construction activities shall be postponed within a 500-foot buffer around the maternity colony until it is determined by a City-approved biologist that the young have dispersed. Once it has been determined that the roost is clear of bats, the roost shall be removed immediately.	habitat for the Townsend's big-eared bat, retain a qualified biologist to conduct pre-construction surveys for Townsend's big-eared bat. Install exclusion devices, if applicable. Install bat boxes, if applicable. Establish 500-ft buffer from established maternity colony, if applicable.	Prior to construction of each construction phase Prior to construction of each construction phase					
<i>Reporting</i>							
A report of all pre-construction and pre-demolition survey results shall be submitted to the City for its review prior to the start of demolition. The report should include a description of the survey methodology for each species, the environmental conditions at the time of the survey(s), the results of the survey, any requirements for addressing special status	Require and review pre-construction and pre-demolition survey reports						

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
species identified during surveys, and the biological qualifications of the surveyors. The report shall be accompanied by maps and figures showing the location of any special status species occurrences and associated avoidance buffers.							
BIO-1(e) Biological Resources Avoidance and Minimization							
The following measures shall be applied to avoid impact to sensitive species and biological resources for each construction phase. The project applicant shall be responsible for implementing selected measures. - Ground disturbance shall be limited to the minimum necessary to complete the project. The project limits of disturbance for each construction phase shall be flagged. Areas of special biological concern within or adjacent to the limits of disturbance shall have highly visible orange construction fencing installed between said area and the limits of disturbance. - All construction occurring within or adjacent to natural habitats that may support Federally and/or State listed endangered/threatened species, State fully protected species, and/or special status species shall have a qualified biological monitor present during all initial ground disturbing/vegetation clearing activities. - No endangered/threatened species shall be captured and relocated without express permission from the CDFW and/or USFWS.	For each construction phase, require the following standard conditions of approval on substantial conformance review approval: limiting ground disturbance to the minimum necessary marked by orange construction fencing, retaining a qualified biological monitor, obtaining permission from CDFW and USFWS for species relocation, cessation of construction activities if a species enters the construction site and consultation with CDFW and USFWS, preventing wildlife entrapment, inspecting construction materials for animals prior to installation, directing construction lighting only on the work area, and presences of a City-approved qualified biologist during	During substantial conformance review and approval	Once	City of Seaside Planning Department			

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
- If at any time during construction an endangered, threatened or fully protected species enters the construction site or otherwise may be impacted, all construction activities shall cease. A qualified biologist shall document the occurrence and consult with the CDFW and USFWS, as appropriate, to determine whether it was safe for project activities to resume. - At the end of each workday, excavations shall be secured with cover or a ramp provided to prevent wildlife entrapment. - All trenches, pipes, culverts or similar structures shall be inspected for animals prior to burying, capping, moving, or filling. - If night work is required, all construction lighting shall be pointed down and directed only on the work area. - The City shall approve one or more qualified biologists to oversee and monitor biological compliance for the project. At least one qualified biologist shall be present during all initial ground disturbing activities, including vegetation removal to recover special status animal species unearthed by construction activities.	initial ground disturbance.						
BIO-1(f) Pre-Construction Nesting Bird Surveys							
For each construction phase, ground disturbance, building demolition, and vegetation removal activities should be restricted to the non-breeding season (September 16 to January 31) when feasible. For disturbance, building	For each construction phase, retain a qualified biologist to conduct general pre-construction nesting bird surveys, establish an	Within 14 days prior to construction for each construction	Once for each construction phase	City of Seaside Planning Department			

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
demolition, and vegetation removal activities occurring during the nesting season (February 1 to September 15), general pre-construction nesting bird surveys shall be conducted by a qualified biologist, including for, but not limited to, the California horned lark and the White-tailed kite, not more than 14 days prior to construction activities involving ground clearing, vegetation removal/trimming, or building demolition. The surveys shall include the disturbance area plus a 200-foot buffer around the site if feasible, and a 500-foot buffer for White-tailed kite. If active nests are located, an appropriate avoidance buffer shall be established within which no work activity will be allowed which would impact these nests. The avoidance buffer would be established by the qualified biologist on a case-by-case basis based on the species and site conditions. In no cases will the buffer be smaller than 50 feet for non-raptor bird species, 200 feet for raptor species, or a 500-foot buffer for White-tailed kite. Larger buffers may be required depending upon the status of the nest and the construction activities occurring in the vicinity of the nest. If fully protected White-tailed kites are documented nesting within 500 feet of construction activities, CDFW shall be consulted on appropriate avoidance and minimization methods. The buffer area(s) shall be closed to all construction personnel and equipment until juveniles have fledged and the nest is inactive. City-approved Biologist shall confirm that breeding/nesting is completed and young have fledged the nest	avoidance buffer, consult with CDFW for avoidance and minimization of impacts to White-tailed kites, and confirm when the breeding season is completed.	phase; during construction for each construction phase					

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
prior to removal of the buffer.							
BIO-1(g) Tree Habitat Protection Measures							
The project proponent shall assure that oak trees to be preserved within 25 feet of proposed ground disturbances shall be temporarily fenced with orange plastic construction fencing or other similar material satisfactory to the City throughout all grading and construction activities, as access is permitted to ensure nesting bird and special status species habitat is protected. The fencing shall be at least five feet high and shall be located at the extent of the dripline or root zone, whichever is farther from the main trunk. Fencing shall be maintained for the duration of construction activities. - No construction equipment shall be parked, stored, or operated within the fencing. No fill soil, rocks, or construction materials shall be stored or placed within the fencing. - Any roots encountered that are one inch in diameter or greater shall be cleanly cut. This shall be done under the direction of a Certified Arborist. - All work within the dripline of native trees shall be done under the direction of a Certified Arborist. - Trimming of branches shall be done prior to grading and under the direction of a Certified Arborist.	Require the following standard conditions of approval on substantial conformance review approval for each construction phase including oak trees to be preserved: preserve oak trees to be preserved within 25 feet of ground disturbance with temporary fencing and retain a Certified Arborist to oversee root cutting, work within the dripline of native trees, and branch trimming.	During substantial conformance review and approval for each construction phase	Once	City of Seaside Planning Department			
BIO-1(h) Worker Environmental Awareness Program (WEAP)							

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
Prior to initiation of construction activities (including staging and mobilization) for each construction phase, the project proponent shall arrange for all personnel associated with project construction for the applicable phase to attend WEAP training, conducted by a City-approved biologist, to aid workers in recognizing special status resources that may occur in the construction area. The specifics of this program shall include identification of the sensitive species and habitats, a description of the regulatory status and general ecological characteristics of sensitive resources, and review of the limits of construction and mitigation measures required to reduce impacts to biological resources within the work area. A fact sheet conveying this information shall also be prepared for distribution to all contractors, their employers, and other personnel involved with construction. All employees shall sign a form provided by the trainer indicating they have attended the WEAP and understand the information presented to them. The form shall be submitted to the City to document compliance.	For each construction phase, retain a City-approved biologist to conduct WEAP training on recognizing special status species, provide a fact sheet, and collect employee signatures certifying completion of the WEAP training for submittal to the City.	Prior to construction of each construction phase	Once	City of Seaside Planning Department			
Cultural Resources							
CUL-2(a) Worker's Environmental Awareness Program							
A qualified archaeologist shall be retained who meets the Secretary of the Interior's Professional Qualifications Standards for archaeology to conduct a Worker's Environmental Awareness Program (WEAP)	For each construction phase, retain a qualified archaeologist to conduct a WEAP training for archaeological sensitivity for	Prior to construction of each construction	Once	City of Seaside Planning Department			

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
training for archaeological sensitivity for all construction personnel involved in ground disturbance prior to the commencement of any ground disturbing activities. Archaeological sensitivity training shall include a description of the types of cultural material that may be encountered, cultural sensitivity issues, regulatory issues, and the proper protocol for treatment of the materials in the event of a find.	all construction personnel involved in ground disturbance.	phase					
CUL-2(b) Unanticipated Discoveries							
The project applicant shall implement the following measures for any development in the Plan Area and off-site improvement areas: If archaeological resources are encountered during ground-disturbing activities, work within 100 feet of the find shall be halted and an archaeologist meeting the Secretary of the Interior's Professional Qualification Standards for archaeology (National Park Service 1983) shall be contacted immediately to evaluate the find. If the resource is of Native American origin, the City shall contact a local Native American group listed by the NAHC for the name of a tribal representative qualified for consultation on potential finds of tribal cultural resources. The qualified archaeologist and City will consult with the designated tribal representative to evaluate whether the find may qualify as a tribal cultural resource. If the tribal representative does not respond to a consultation request within seven days, the archaeologist shall independently evaluate the find and make a recommendation to the City as	Require ground-disturbance for each construction phase be halted if archaeological resources are encountered within that construction phase. If archaeological resources are encountered, retain a qualified archaeologist to evaluate the find. If archaeological resources of Native American origin are encountered, consult with the local Native American group regarding potential tribal resources. If significant archaeological resources or tribal cultural resources are encountered,	During construction of each construction phase During construction of each construction phase During construction of each construction phase During	As needed	City of Seaside Planning Department			

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
to whether it is a tribal cultural resource. If the resource is determined to be a significant archaeological and/or tribal cultural resource, the archaeologist shall prepare a treatment plan, in consultation with the tribal representative (if applicable), that includes measures to avoid or reduce impacts to the resource. The treatment plan measures may include but not be limited to avoidance and preservation in place (the preferred method if feasible), capping, incorporation of the site within a park or other open space, data or heritage recovery, treatment of the resource with culturally appropriate dignity, protection of the cultural character, integrity, traditional use, and/or confidentiality of the resource, or permanent conservation easements.	retain a qualified archaeologist to prepare a treatment plan to avoid or reduce impacts to the resource.	construction of each construction phase					
Geology and Soils							
GEO-5 Paleontological Resource Studies							
The City shall require the Proposed Project proponent to implement the following measures for any construction phase in previously undisturbed geologic strata with high paleontological sensitivity in the Plan Area and off-site improvement areas: g. Retain a Qualified Paleontologist. Prior to initial ground disturbance for each construction phase, the applicant shall retain a qualified professional paleontologist to prepare and implement a Paleontological Mitigation and Monitoring Program (PMMP) for the Proposed Project. The PMMP shall	For any construction phase in previously undisturbed geologic strata with high paleontological sensitivity in the Plan Area and off-site improvement areas, require as a condition of approval to substantial conformance approval that a project proponent retain a qualified professional paleontologist to prepare and implement a PMMP, conduct WEAP	During substantial conformance review	Once	City of Seaside Planning Department			

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
include measures requiring a pre-construction survey, a training program for construction personnel, paleontological monitoring, fossil salvage, curation, and final reporting. A qualified professional paleontologist is defined by the Society of Vertebrate Paleontology standards as an individual preferably with an M.S. or Ph.D. in paleontology or geology who is experienced with paleontological procedures and techniques, who is knowledgeable in the geology of California, and who has worked as a paleontological mitigation project supervisor for a least two years (SVP 2010). h. Paleontological Worker Environmental Awareness Program (WEAP). Prior to the start of construction, the Qualified Paleontologist or his or her designee shall conduct training for construction personnel regarding the appearance of fossils and the procedures for notifying paleontological staff should fossils be discovered by construction staff. The WEAP shall be fulfilled at the time of a pre-construction meeting that a Qualified Paleontologist shall attend. i. Paleontological Monitoring. Paleontological monitoring shall be conducted during ground disturbing construction activities (including grading, trenching, foundation work, and other excavations) for each construction phase in previously undisturbed sediments with high paleontological sensitivities (i.e., the older stabilized dune sand that underlies the entire	training for paleontological sensitivity, and act as a monitor during ground disturbing activities in that construction phase, evaluate discovered paleontological resources, prepare and curate fossils for inclusion in a permanent paleontological collection, and prepare a final mitigation and monitoring report.						

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
an annual and permanent basis, the offsets shall be purchased according to the City of Seaside's preference, which is, in order of City preference: (1) within the City of Seaside; (2) within the Monterey Bay Air Resources District; (3) within the State of California; then (4) elsewhere in the United States. Offsets must be purchased from an Approved Registry.							
Noise							
N-1 Construction-Related Noise Reduction Measures							
The applicant shall apply the following measures during construction of the Proposed Project. ▪ Mufflers. Construction equipment shall be properly maintained and all internal combustion engine driven machinery with intake and exhaust mufflers and engine shrouds, as applicable, shall be in good condition and appropriate for the equipment. During construction, all equipment, fixed or mobile, shall be operated with closed engine doors and shall be equipped with properly operating and maintained mufflers, consistent with manufacturers' standards. ▪ Electrical Power. Electrical power, rather than diesel equipment, shall be used to run compressors and similar power tools and to power any temporary structures, such as construction trailers or caretaker facilities. ▪ Equipment Staging. All stationary equipment shall be staged as far away from the adjacent sensitive receptors as feasible. ▪ Equipment Idling. Construction vehicles and equipment shall not be left idling for longer than five minutes when not in use.		Require the following standard conditions of approval on substantial conformance review during project construction for each construction phase: use properly operating and maintained mufflers, use electrical power to run compressors and similar equipment, stage equipment as far from sensitive receptors as feasible, limit equipment idling to less than five minutes, control radio noise levels, use smart back-up alarms, designate a disturbance coordinator, and install temporary sound barriers.	During substantial conformance review and approval for each construction phase	Once	City of Seaside Planning Department		

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
▪ Workers’ Radios. All noise from workers’ radios shall be controlled to a point that they are not audible at sensitive receptors near construction activity. ▪ Smart Back-up Alarms. Mobile construction equipment shall have smart back-up alarms that automatically adjust the sound level of the alarm in response to ambient noise levels. Alternatively, back-up alarms shall be disabled and replaced with human spotters to ensure safety when mobile construction equipment is moving in the reverse direction. ▪ Disturbance Coordinator. The applicant shall designate a disturbance coordinator who shall be responsible for responding to any local complaints about construction noise. The noise disturbance coordinator shall determine the cause of the noise complaint (e.g., starting too early, bad muffler, etc.) and shall require that reasonable measures warranted to correct the problem be implemented. A telephone number for the disturbance coordinator shall be conspicuously posted at the construction site. ▪ Temporary Sound Barriers. For construction activities located directly adjacent to sensitive receptors, temporary sound barriers shall be installed and maintained by the construction contractor between the construction site and adjacent residences during the demolition, site preparation, and grading phases of construction. Temporary sound barriers shall consist of either sound blankets or other sound barriers/techniques such as acoustic padding or acoustic walls placed near adjacent residential buildings that have been field-tested to reduce noise by least 15 dBA. Barriers shall be placed							

Mitigation Measure/ Condition of Approval	Action Required	Monitoring Timing	Monitoring Frequency	Responsible Agency	Compliance Verification		
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such that the line-of-sight between noise-generating construction equipment and adjacent sensitive land uses is blocked, and shall be placed as close to the source equipment as feasible.							
N-2 Vibration Reduction Measures							
The on-site operation of caisson drills, large bulldozers, loaded trucks, and other equipment that typically generates vibration levels exceeding 75 VdB at a distance of 50 feet from the source ("vibrational construction work") shall be prohibited during construction activities within 100 feet of the structures where academic/training classes are occurring at Monterey College of Law and the Monterey Peninsula College Public Safety Training Center, while these institutions have scheduled academic/training classes. The applicant shall consult with these institutions to obtain input on the best time of year for the project's vibrational construction work to occur within 100 feet of their structures and copies of their academic calendars if available. If certain times of year meet these criteria for one institution, but not the other, vibrational construction work can occur within 100 feet of the non-operational institution, so long as vibrational construction work does not occur within 100 feet of the other institution's academic/training structures.	Prohibit "vibrational construction work" within 100 feet of structures at the Monterey College of Law or Monterey Peninsula College Public Safety Training Centers at which academic/training classes may occur, at any time when any academic/training classes in such structures actually are occurring, as a condition of approval to substantial conformance review for projects within 100 feet of such structures.	During substantial conformance review and approval	Once	City of Seaside Planning Department			
Utilities and Service Systems							
UTIL-1 Water Offset Programs							

FEE PROPOSAL FOR ENGINEERING, ENVIRONMENTAL SUPPORT, DOCUMENT PROCUREMENT, BID SUPPORT, ENGINEERING SUPPORT DURING CONSTRUCTION												
Task/Subtask	Subconsultants											Subtotals
	Project Directors, QC Lead	Senior Project Manager	Project Engineer	Natural Resources Planner	Design Engineer	Technical Support	Ecosystems West (Biological)	Albion (Archeological)	Professional Surveyor Subconsultant	Subconsultants / Services	Harris Markup	
	\$275	\$225	\$160	\$185	\$135	\$120	LS	LS	LS		10%	
Phase 1.0 Project Management												
1.1 Kick-Off Meeting	2	4	2	2	2						\$ -	\$ 2,410
1.2 General Project Management	4	16									\$ -	\$ 4,700
1.3 Bi-Weekly Progress Meetings (8)	16	16	16	16		16					\$ -	\$ 15,440
1.4 Monthly Progress Reports (4)		8									\$ -	\$ 1,800
1.5 Utility Coordination		8	16		24						\$ -	\$ 7,600
Subtotal Hours =	22	52	34	18	26	16						168
Subtotal (\$) =	\$6,050	\$11,700	\$5,440	\$3,330	\$3,510	\$1,920	\$0	\$0	\$0	\$0	\$ -	\$ 31,950
Phase 2.0 Preliminary Investigation, Environmental Support, and Mitigation Measures												
2.1 Data Gathering, Site Visits, Field Review		16	40		40	12				\$6,000	\$ 600	\$ 23,440
2.2 Review and Confirmation of Mitigation Measures	4	2		24		4	\$1,500				\$ 150	\$ 8,120
2.3 Site Survey		8	16		24				\$15,000		\$ 1,500	\$ 24,100
2.4 Base Mapping		4	40		48						\$ -	\$ 13,780
2.5 Early Mitigation Measures Implementation Memorandum	4	2		8		2	\$750	\$220			\$ 97	\$ 4,337
2.6 SWPPP		4	32								\$ -	\$ 6,020
2.7 Implementation of Mitigation Measures	4	4		16			\$23,750				\$ 2,375	\$ 31,085
Subtotal Hours =	12	40	128	48	112	18						358
Subtotal (\$) =	\$3,300	\$9,000	\$20,480	\$8,880	\$15,120	\$2,160	\$26,000	\$220	\$15,000	\$6,000	\$ 4,722	\$ 110,882
Phase 3.0 60% Submittal												
3.1 60% Design Drawings		40	120		160						\$ -	\$ 49,800
3.2 60% Specifications		48				16					\$ -	\$ 12,720
3.3 60% Engineer's Opinion of Probable Construction Cost		4	16		16	4					\$ -	\$ 6,100
3.4 Quality Control Review (60%)	16										\$ -	\$ 4,400
Subtotal Hours =	16	92	136	0	176	20						440
Subtotal (\$) =	\$4,400	\$20,700	\$21,760	\$0	\$23,760	\$2,400	\$0	\$0	\$0	\$0	\$ -	\$ 73,020
Phase 4.0 90% Submittal												
4.1 90% Design Drawings		40	80		120						\$ -	\$ 38,000
4.2 90% Specifications		40				16					\$ -	\$ 10,920
4.3 90% Engineer's Opinion of Probable Construction Cost		2	8		8						\$ -	\$ 2,810
4.4 Quality Control Review (90%)	8										\$ -	\$ 2,200
Subtotal Hours =	8	82	88	0	128	16						322
Subtotal (\$) =	\$2,200	\$18,450	\$14,080	\$0	\$17,280	\$1,920	\$0	\$0	\$0	\$0	\$ -	\$ 53,930
Phase 5.0 Issued-for-Construction (IFC) Submittal												
5.1 IFC Design Drawings		16	40		60	16					\$ -	\$ 20,020
5.2 IFC Specifications		16				8					\$ -	\$ 4,560
5.3 IFC Engineer's Opinion of Probable Construction Cost		4	4		4	2					\$ -	\$ 2,320
5.4 Quality Control Review (IFC)	8										\$ -	\$ 2,200
5.5 Review of Hazardous Materials Survey Report by Vista Environmental Consulting		16				4					\$ -	\$ 4,080
5.6 Review of Soil Screening Sampling Report by Vista Environmental Consulting		16				4					\$ -	\$ 4,080
Subtotal Hours =	8	68	44	0	64	34						218
Subtotal (\$) =	\$2,200	\$15,300	\$7,040	\$0	\$8,640	\$4,080	\$0	\$0	\$0	\$0	\$ -	\$ 37,260
Phase 6.0 Bid Assistance												
6.1 Pre-Bid Meeting		8	4	4							\$ -	\$ 3,180
6.2 Bid Assistance		24	16								\$ -	\$ 7,960
6.3 Evaluation and Recommendation		4	8			4					\$ -	\$ 2,660
Subtotal Hours =	0	36	28	4	0	4						72
Subtotal (\$) =	\$0	\$8,100	\$4,480	\$740	\$0	\$480	\$0	\$0	\$0	\$0	\$ -	\$ 13,800.00
Phase 7.0 Construction												
7.1 Project Management	6	40									\$ -	\$ 10,650
7.2 Responses to Requests for Information (8)		16			32	8					\$ -	\$ 8,880
7.3 Submittal Reviews (12)		24			48	12					\$ -	\$ 13,320
7.4 Construction/Mitigation Monitoring	32			292		54	\$11,500	\$6,000		\$1,000	\$ 1,850	\$ 89,650
7.5 Record Drawings	4	4			64	4					\$ -	\$ 11,120
Subtotal Hours =	42	84	0	292	144	78						\$ 113,270
Subtotal (\$) =	\$11,550	\$18,900	\$0	\$54,020	\$19,440	\$9,360	\$11,500	\$6,000	\$0	\$1,000	\$ 1,850	\$ 133,620
Total Hours by Classification =	108	454	458	362	650	186						2218
Total (\$) by Classification =	\$29,700	\$102,150	\$73,280	\$66,970	\$87,750	\$22,320	\$37,500	\$6,220	\$15,000	\$7,000	\$ 6,572	\$ 454,462
Percentage of Time Allocated (by hours) =	5%	20%	21%	16%	29%	8%						
	Total Fee											\$ 454,462

EXHIBIT C**INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REQUEST FOR STATEMENT OF QUALIFICATIONS CITY OF SEASIDE

ON-CALL CONSULTANTS - ENGINEERING SERVICES

PROPOSAL DUE APRIL 10, 2018

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

I. BACKGROUND

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

II. PROPOSED SCOPE OF WORK

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

A. Engineering Services

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

B. Professional Services

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

REQUEST FOR STATEMENT OF QUALIFICATIONS CITY OF SEASIDE

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

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

III. FORM AND CONTENT OF PROPOSAL

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

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

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

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

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

Exhibit 1

IV. QUESTIONS AND ADDENDA

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

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

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

V. SUBMITTAL OF PROPOSALS

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

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

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

VI. EVALUATION PROCESS

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

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

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

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

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

VII. SELECTION PROCESS

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

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

VIII. SCHEDULE

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

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

IX. ACCEPTANCE OR REJECTION OF PROPOSAL

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

X. GENERAL DESCRIPTION OF PROPOSED AGREEMENT

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

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

XI. INSURANCE REQUIREMENTS

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

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

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

XII. EXAMINATION OF PROPOSED MATERIAL

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

XIII. PUBLIC NATURE OF PROPOSAL MATERIAL

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

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

XIV. DISQUALIFICATION

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

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

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

XV. NON-CONFORMING PROPOSAL

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

XVI. PROHIBITION OF GIFTS

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

XVII. NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT

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

XVIII. ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

XIX. ATTACHMENTS

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



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.B.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Sheri Damon, City Attorney

DATE: September 2, 2021

**SUBJECT: CONSIDER SECOND AMENDMENT TO THE SECOND AMENDED
AND RESTATED DISPOSITION AND DEVELOPMENT
AGREEMENT WITH CYPRESS SEASIDE, SEASIDE HOTEL
INVESTORS, SRD H, R, 33 AND SHEA HOMES FOR THE GOLF
COURSE HOTEL PARCEL AND AUTHORIZE CITY MANAGER TO
EXECUTE THE AMENDMENT**

RECOMMENDATION

Consider the draft Second Amendment to the Second Amended Disposition and Development Agreement for the Golf Course Hotel and authorize the City Manager to execute the amendment, subject to final review and approval by the City Attorney.

BACKGROUND

In June 2019, the Cypress Seaside LLC entered into a Disposition and Development Agreement (DDA) for the entire property surrounding the Seaside Golf Course. That DDA pertained to a residential component (The Enclave), a hotel component and a timeshare component. B&B Golf Course Properties LLC has a long term lease with the City specifically relating to the Golf course that ends on or about December 15, 2080.

In summer 2020, SRD approached the City to request an amendment to the DDA which provided for an extension to the Performance Schedule due to among other issues the COVID-19 and the attendant impacts to the hotel industry and financing markets. Accordingly, on or about August 20, 2020, the City and Cypress Seaside, Seaside Hotel Investors and Seaside Entities entered into a Amendment to the Second Amended Disposition and Development Agreement which provided for a payment of \$29,166.67 per month in exchange for extension to the original Performance Schedule.

Pertinent to the Hotel parcel in particular, the City retained a right to repurchase the Hotel site in order to encourage a more timely development of the hotel. Cypress Seaside and the Development Entities have now requested a change to the repurchase

language in the DDA for purposes of making it more commercially acceptable for a prospective purchaser and developer of the Hotel site to secure construction financing in order to proceed with the hotel development. The proposed language still provides for the repurchase option, but now provides for subordination to a construction lender and repurchase of the \$800,000 for the site plus any funds expended by the construction lender in developing the hotel site. Additionally, the language provides for a full termination of the repurchase option upon the completion of the foundation and commencement of vertical construction on the foundation. The City's approval of these changes will assist SRD in completing the transaction with the prospective purchaser of the hotel site and will assist the prospective hotel site purchaser in obtaining the commercial construction financing to continue moving the hotel project forward. The prospective purchaser will remain liable for the monthly extension payments until the performance obligations have been met as set forth in the first amendment to the Second Amended and Restated Disposition and Development Agreement.

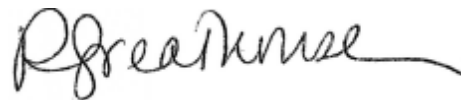
FISCAL IMPACT

Fiscal impacts will increase by construction loan only if required to exercise right to repurchase the Hotel Site.

ATTACHMENTS

1. AG 2020-147 Amendment to 2nd Amended and Restated DDA - Seaside Resort Development_Cypress Seaside
 2. Reso re Second Amendment - Hotel Repurchase modification
 3. Exhibit A - Second Am to Second Am and Rest DDA
-

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

**AMENDMENT TO SECOND AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT**

THIS AMENDMENT TO SECOND AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT ("Amendment") is dated as of August 20, 2020, by and among CITY OF SEASIDE, a California municipal corporation ("City"), and CYPRESS SEASIDE, LLC, an Arizona limited liability company ("Cypress Seaside"), SEASIDE HOTEL INVESTORS, LLC, an Arizona limited liability company ("Seaside Hotel Investors"), SRD H, LLC, an Arizona limited liability company ("SRDH"), SRD R, LLC, an Arizona limited liability company ("SRDR"), SRD 33, LLC, an Arizona limited liability company ("SRD33"), and SEASIDE RESORT ESTATES I, LLC, an Arizona limited liability company ("SREI"). (Seaside Hotel Investors, SRDH, SRDR, SRD33 and SREI, which are affiliates of Cypress Seaside, are sometimes referred to in this Amendment as the "Seaside Entities").

RECITALS

A. The City and Cypress Seaside are parties to a Second Amended and Restated Disposition and Development Agreement dated as of June 12, 2019 (the "DDA"). Terms described in the DDA shall have the same meaning when used in this Amendment unless otherwise specifically defined in this Amendment.

B. On October 1, 2019, pursuant to the DDA, the Seaside Entities purchased the property from the City. In particular, the City conveyed the Hotel Phase Land to Seaside Hotel Investors.

C. On May 27, 2020, the Seaside Hotel Investors sent a written request for extension due the Covid-19 pandemic and making representations that they were poised to comply with the hotel management agreement and schematic design drawings. The letter represented that they have made a deal with Westroc Hospitality, which spent a year creating hotel plans. The letter represented that Westroc's capital partners pulled out when the corona virus pandemic hit. Further, the principal of Westroc Hospitality, Scott B. Lyon submitted a letter indicating his commitment to a hotel and that he was on target to meeting the Hotel Management Agreement with Benchmark Hotels and Preferred resorts but that he needed additional time to raise the capital necessary to implement the construction plan. A copy of that letter is attached.

D. On May 28, 2020, Cypress Seaside, the Seaside Entities and Scott Lyon representing Westroc Hospitality delivered a presentation to the City which included three-dimensional representations of schematic designs of a proposed hotel (the "Proposed Hotel").

E. The City, Cypress Seaside and the Seaside Entities desire to amend the DDA as provided in this Amendment.

NOW THEREFORE, the City, Cypress Seaside and the Seaside Entities agree as follows:

1. The Proposed Hotel, as represented in the May 28, 2020 presentation, satisfies Item #5 on the Schedule of Performance (Attachment NO. 3) of the DDA. Any substantive deviation, in the sole judgement of the City, from the Proposed Hotel

as represented in the May 28, 2020 presentation, shall require City approval. In the case of the City withholding approval of any substantive deviation(s) from the Proposed Hotel, the parties agree Item #5 on the Schedule of Performance (Attachment NO. 3) of the DDA is not satisfied and the deadline in Item #5 shall again apply.

2. The recitals are incorporated into this agreement and are the fundamental basis upon which the City enters this agreement.

3. Modification of Schedule of Performance; Extension Payments.

a. The deadlines in the Schedule of Performance (DDA Attachment No. 3) for items 4 through 10 (with item 5 set forth in case of any substantive deviation(s) to the Proposed Hotel not approved by the City as provided in paragraph 1 above) are amended to provide as follows:

4.	Execution of Hotel Management Agreement with a management company listed on Attachment No. 4 and consistent with this Restated DDA and delivery of copy to City (fees and other proprietary provisions may be redacted)	July 31, 2023*
5.	Schematic Design Drawings for the Hotel, containing the elements described below, delivered to the City	October 31, 2023
6.	Delivery of final plans and specifications for the Hotel that are reasonably acceptable to City	June 11, 2024*
7.	Closing of Hotel construction loan in amount sufficient to pay all costs not paid with committed equity funds, and consistent with the Budget (City not being obligated to subordinate its right of reversion unless it provides for City's repurchase price of \$800,000 to be paid to lender in exchange for reconveyance of lender's deed of trust and other documents/interests)	July 12, 2024*
8.	Developer obtains all permits required for Hotel development/construction (and pays all fees)	September 10, 2024*
9.	Material commencement of Hotel improvements	September 11, 2024*
10.	Completion of Hotel	July 12, 2026*
11.	Issuance of grading or building permits and commencement of construction of the permitted improvement on a Residential Parcel. [PC 9(b)]	December 31, 2028 (not extended by this Amendment)

12.	Issuance of grading or building permits and commencement of construction of the permitted improvement on a Timeshare Parcel. [PC 9(b)]	December 31, 2028 (not extended by this Amendment)
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b. On or before the first day of each month beginning August 1, 2020, and continuing until the first to occur of (i) the thirty-sixth such month or (ii) satisfaction of item 9 in the Schedule of Performance, Seaside Hotel Investors will pay the City \$29,166.67 per month.

c. If Seaside Hotel Investors does not (i) timely deliver any of the payments described in Section 1(b) of this Amendment, and fail to cure the deficiency within 10 days following notice from the City, or (ii) meet the Hotel deadlines as extended by in Section 3(a) of this Amendment, then the City shall be entitled to exercise its repurchase option described in Section 6.1.2 of the DDA.

2. Ratification. Except as specifically modified in this Amendment, all applicable terms of the DDA remain unmodified and in full force and effect.

3. Execution in Counterparts. This Amendment may be executed in counterparts, each of which, and all of which together, shall constitute one and the same Agreement.

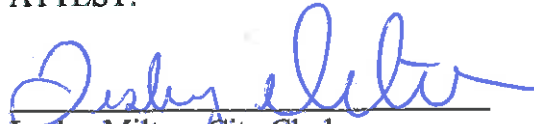
[Signatures begin on the next page.]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year first written above.

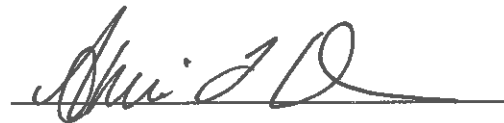
CITY OF SEASIDE

By: 
Print Name: Craig Malin
Title: City Manager

ATTEST:


Lesley Milton, City Clerk

APPROVED AS TO FORM:



[Signatures continue on the next page.]

CYPRESS SEASIDE, LLC,
an Arizona limited liability company

By: Southwest Holdings Ltd., an Arizona
corporation, its member

By: 
David Goldstein, Vice President

By: Cornerstone Capital Management Ltd.,
an Arizona corporation, its member

By: _____
Donald Pitt, President

Seaside Hotel Investors, LLC, an Arizona limited
liability company

By: Seaside Resort Development, L.L.C.,
an Arizona limited liability company,
its sole member

By: Southwest Holdings Ltd., an Arizona
corporation, its member

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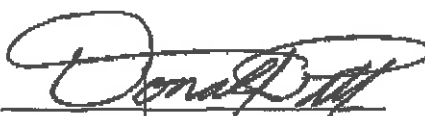
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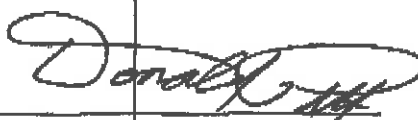
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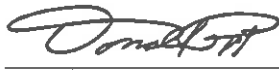
[Signatures continue on the next page.]

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By: Cornerstone Capital Management Ltd.,
an Arizona corporation, its member

By:  _____
Donald Pitt, President

[Signatures continue on the next page.]

**SRD R, LLC, SRD H, LLC, and SRD 33, LLC, Arizona
limited liability companies**

**By: Seaside Resort Development, L.L.C.,
an Arizona limited liability company,
sole member**

**By: Southwest Holdings Ltd., an Arizona
corporation, its member**

**By: 
David Goldstein, Vice President**

**By: Cornerstone Capital Management Ltd.,
an Arizona corporation, its member**

**By: _____
Donald Pitt, President**

**SEASIDE RESORT ESTATES I, LLC, an Arizona
limited liability company, by Seaside Lot Development
Associates, Inc., an Arizona corporation, its sole
member**

**By: _____
Donald Pitt, President**

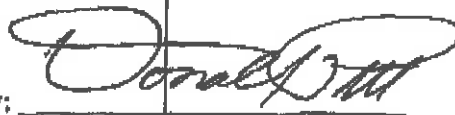
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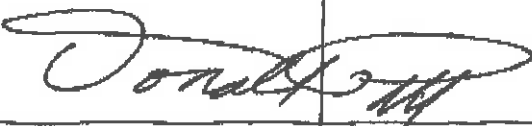
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Associates, Inc., an Arizona corporation, its sole
member

By: 
Donald Pitt, President

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sole member

By: Southwest Holdings Ltd., an Arizona
corporation, its member

By: _____
David Goldstein, Vice President

By: Cornerstone Capital Management Ltd.,
an Arizona corporation, its member

By: 

Donald Pitt, President

SEASIDE RESORT ESTATES I, LLC, an Arizona limited liability company, by Seaside Lot Development Associates, Inc., an Arizona corporation, its sole member

By: 

Donald Pitt, President

RESOLUTION NO. 21-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE AUTHORIZING THE CITY TO ENTER INTO AN SECOND AMENDMENT TO THE SECOND AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT WHICH REVISES THE CONDITIONS UPON WHICH THE CITY MAY EXERCISE ITS REPURCHASE OF THE HOTEL AND TIMESHARE COMPONENTS FOR THE SEASIDE RESORT PROJECT LOCATED GENERALLY OFF OF GENERAL JIM MOORE BOULEVARD AND ADJACENT TO THE BLACK HORSE AND BAYONET GOLF COURSE.

RECITALS:

A. In 1996, the City of Seaside (“City”) purchased the approximately 400-acre Black Horse and Bayonet Golf Courses (“Golf Courses”) from the US Army with City funds. On January 15, 1997, the City and BSL Golf of California, Inc. (“BSL”) entered into a 75-year ground lease (“Original Lease”) for the operation and maintenance of the Golf Courses.

B. Over the course of years from 2005 through 2019, the City Council and the Redevelopment Agency pursued multiple actions to advance the development of the Seaside Resort Project. On June 11, 2019, the City Council acting on its own behalf and in its role as Successor to the Redevelopment Agency, approved the Second Amended and Restated Disposition and Development Agreement, conveyed the property to the City and then the City sold the property to the developer Cypress Seaside Resort. The proceeds from that sale were distributed in accordance with the provisions of a Master Taxing Agreement which resulted in the majority of the revenues being transferred to the Monterey County Office of Education. In accordance with Redevelopment Law, Seaside retained approximately 20% of the net sales price. That sale transaction was completed on or about September 30, 2020.

C. On or about August 20, 2020, the City approved an Amendment to the Second Amended and Restated Disposition and Development Agreement that extended the timelines related to the development objectives for the hotel and timeshare development in exchange for a monthly payment of \$29,166.66 per month for 36 months or until the performance objective is met.

D. The City has received a subsequent request from the Seaside Hotel Investors that the City modify Paragraph 6.1.2 of the Second Amended Disposition and Development Agreement, and in particular, the City’s \$800,000 repurchase option of the Hotel Phase Land to provide for a more commercially reasonable provisions to enable the sale of the Hotel Phase Land from Seaside Hotel Investors to a hotel developer and to allow for a commercially available construction loan.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEASIDE HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. The City Council certified a Final Environmental Impact Report for the Project on July 7, 2005, and thereafter, on August 17, 2005, adopted Addendum No. 1, on February 5, 2014, adopted Addendum No. 2, on December 10, 2014, adopted Addendum No. 3, and on December 7, 2017, adopted Addendum No. 4. The City Council hereby finds that the financial provisions relating to the City's exercise of a repurchase option, as set forth in the Second Amendment to the Second Amended DDA are within the scope of the Final Environmental Impact Report and Addendum Nos. 1 through 4, and no further review under the California Environmental Quality Act is required in connection with the modification of the City's repurchase of the hotel parcel.

Section 3. The Mayor, (or, in the Mayor's absence, the Mayor Pro Tem) is hereby authorized and directed to execute and deliver, for and in the name of the City, Second Amendment to the Second Amended Disposition and Development Agreement in substantially such form as attached Exhibit A, with changes therein as the Mayor (or the Mayor Pro Tem, as the case may be) may approve in consultation with the City's attorney (such approval to be conclusively evidenced by the execution and delivery thereof).

Section 4. The officers and staff of the City are hereby authorized and directed, jointly and severally, to execute such instruments and do any and all things which they may deem necessary or advisable to effectuate this Resolution and any such actions previously taken by such officers and staff are hereby ratified and confirmed.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED by the City Council at a meeting held on the 2nd September, 2021.

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney

EXHIBIT A
(SECOND AMENDMENT TO THE SECOND AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT)

**SECOND AMENDMENT TO SECOND AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT**

THIS SECOND AMENDMENT TO SECOND AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT ("Amendment") is dated as of _____, 2021, by and among CITY OF SEASIDE, a California municipal corporation ("City"), and CYPRESS SEASIDE, LLC, an Arizona limited liability company ("Cypress Seaside"), SEASIDE HOTEL INVESTORS, LLC, an Arizona limited liability company ("Seaside Hotel Investors"), SRD H, LLC, an Arizona limited liability company ("SRDH"), SRD R, LLC, an Arizona limited liability company ("SRDR"), SRD 33, LLC, an Arizona limited liability company ("SRD33"), and SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership ("Shea") that is the successor-in-interest to Seaside Resort Estates I, LLC with respect to a portion of the DDA property. (Seaside Hotel Investors, SRDH, SRDR and SRD33, which are affiliates of Cypress Seaside, are sometimes referred to in this Amendment along with Shea as the "Developer Entities.")

RECITALS

The City and Cypress Seaside are parties to a Second Amended and Restated Disposition and Development Agreement dated as of June 12, 2019, as amended by an Amendment to Second Amended and Restated Disposition and Development Agreement dated as of August 20, 2020 (the "DDA"). (The Amendment to Second Amended and Restated Disposition and Development Agreement dated as of August 20, 2020 is sometimes referred to herein as the "First Amendment.") Terms described in the DDA shall have the same meaning when used in this Amendment unless otherwise specifically defined in this Amendment. The City, Cypress Seaside and the Developer Entities desire to amend the DDA as provided in this Amendment.

NOW THEREFORE, the City, Cypress Seaside and the Developer Entities agree as follows:

1. Repurchase Option.

(a) Section 6.1.2 of the DDA (but not its subsections 6.1.2.1, 6.1.2.2, 6.1.2.3 and 6.1.2.4, which remain unmodified and in full force and effect) is amended to provide in its entirety as follows:

6.1.2 Timeline; Repurchase Option; Construction Loan.

If Developer fails to comply after Close of Escrow with any of the deadlines in the Schedule of Performance pertaining to the development and completion of the Hotel (i.e., any of Schedule of Performance items 4 through 10), then the City shall have the right to repurchase the Hotel Phase Land and all improvements thereon on the terms and conditions contained in this Section 6.1 free and clear of all deeds of trust (except as provided in the next paragraph of

this Section 6.1.2) and other liens recorded or arising after the deed from the City to Developer (except for liens for assessments not yet due or payable) (the "Repurchase Option").

If required by the secured lender unaffiliated with Developer as a condition of making the Hotel construction loan, the City shall execute and deliver a recordable subordination agreement with the lender, in commercially reasonable form approved in good faith by the City Attorney, pursuant to which the City subordinates the Repurchase Option to the lender's deed of trust provided such subordination agreement provides for the following: (i) if the City elects to exercise its Repurchase Option, then in addition to payment of the repurchase price under Section 6.1.2.1 to the owner of the Hotel Phase Land, the City shall pay to the lender the outstanding balance under the construction loan (upon which the lender will release and reconvey its deed of trust); and (ii) if the lender notices a foreclosure of its deed of trust, the City shall have a one-time right to exercise its Repurchase Option so long as in connection therewith the City pays the repurchase price under Section 6.1.2.1 to the owner of the Hotel Phase Land and pays to the lender the outstanding balance under the construction loan (upon which the lender will release and reconvey its deed of trust), otherwise the lender's foreclosure shall extinguish the Repurchase Option. For the purpose of hereof, the outstanding balance under the construction loan may include only amounts funded by the lender that do not exceed the actual hard and soft costs of construction of the Hotel incurred after the later of Developer's acquisition of the Hotel Phase Land and the date of this Amendment, regardless whether those hard and soft costs were actually incurred before, at or after closing of the construction loan, and accrued interest thereon, and expressly excludes (without limitation) Hotel Phase Land acquisition costs.

(b) A new subsection is added to Section 6.1.2 numbered and providing as follows:

6.1.2.5 Upon completion of pouring the foundation for the principal Hotel building and commencement of vertical construction on the foundation, the City shall execute and deliver for recording a memorandum evidencing termination of the City's Repurchase Option.

2. Paragraph 3(b) of the First Amendment is hereby amended to increase the monthly payment to the City from \$29,166.67 to \$40,000 per month beginning with the payment due on January 1, 2022.

Ratification. Except as specifically modified in this Amendment, all applicable terms of the DDA remain unmodified and in full force and effect. Without limiting the generality of the foregoing, paragraphs 3(a) and 3(c) of the First Amendment (concerning the ~~\$29,166.67~~ monthly payments to the City) continue in force and shall be binding on successor owners of the Hotel Phase Land.

3. Execution in Counterparts. This Amendment may be executed in counterparts, each of which, and all of which together, shall constitute one and the same Agreement.

[Signature pages follow.]

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year first written above.

CITY OF SEASIDE

By: _____
Print Name: _____
Title: _____

ATTEST:

Dominique Davis, City Clerk

APPROVED AS TO FORM:

[Signatures continue on the next page.]

CYPRESS SEASIDE, LLC,
an Arizona limited liability company

By: Southwest Holdings Ltd., an Arizona
corporation, its member

By: _____
David Goldstein, Vice President

By: Cornerstone Capital Management Ltd.,
an Arizona corporation, its member

By: _____
Donald Pitt, President

Seaside Hotel Investors, LLC, an Arizona limited
liability company

By: Seaside Resort Development, L.L.C.,
an Arizona limited liability company,
its sole member

By: Southwest Holdings Ltd., an Arizona
corporation, its member

By: _____
David Goldstein, Vice President

By: Cornerstone Capital Management Ltd.,
an Arizona corporation, its member

By: _____
Donald Pitt, President

[Signatures continue on the next page.]

DRAFT

SRD R, LLC, SRD H, LLC, and SRD 33, LLC, Arizona
limited liability companies

By: Seaside Resort Development, L.L.C.,
an Arizona limited liability company,
sole member

By: Southwest Holdings Ltd., an Arizona
corporation, its member

By: _____
David Goldstein, Vice President

By: Cornerstone Capital Management Ltd.,
an Arizona corporation, its member

By: _____
Donald Pitt, President

[Signatures continue on the next page.]

SHEA HOMES LIMITED PARTNERSHIP, a California
limited partnership

By: _____

Name: _____

Its: Authorized Agent

By: _____

Name: _____

Its: Authorized Agent

DRAFT



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.C.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Sheri Damon, City Attorney

DATE: September 2, 2021

SUBJECT: CONSIDER THIRD AMENDMENT OF AMENDED AND RESTATED GROUND LEASE AND THIRD AMENDMENT TO MEMORANDUM OF AMENDED AND RESTATED LEASE ADJUSTING THE LEASED PREMISES DESCRIPTION AND APPROVE SEASIDE GOLF ACQUISITION GROUP, LLC AS AN ACCEPTABLE TRANSFEREE OF THE GOLF COURSE LEASE AND AUTHORIZE CITY MANAGER TO EXECUTE DOCUMENTS TO IMPLEMENT SUCH ASSIGNMENT AND ASSUMPTION OF GOLF COURSE LEASE

RECOMMENDATION

Consider Third Amendment of Amended and Restated Ground Lease to reflect technical changes to the property description and approve Seaside Golf Acquisition Group, LLC as an acceptable transferee of the Golf Course Lease and authorize the City Manager and City Attorney to take such actions, execute such document(s) and consent(s) as are required to implement the Assignment and Assumption of the Lease.

BACKGROUND

In 1996, the City of Seaside ("City") purchased the approximately 400-acre Black Horse and Bayonet Golf Courses ("Golf Courses") from the US Army with City funds. On January 15, 1997, the City and BSL Golf of California, Inc. ("BSL") entered into a 75-year ground lease ("Original Lease") for the operation and maintenance of the Golf Courses. In 2005, the City Council and the Redevelopment Agency approved development of a hotel resort, residential and related facilities on approximately 80 acres of the original 400-acre property and entered into a Disposition and Development Agreement with Seaside Resort Development (SRD) for the 80-acre project. Concurrent with the approval of the Disposition and Development Agreement for the 80-acre hotel resort project, the original Golf Course lease was amended and restated to among other things, revise the leased premises by removing the 80-acre hotel resort project from the

property description and extending the lease term for the remaining golf course property to its original 75-years. Accordingly, on or about December 15, 2005, the City of Seaside and B&B Golf Course Properties, LLC (an affiliate of Seaside Resort Development (SRD)) entered into an Amended and Restated Ground Lease pursuant to an Assignment and Assumption Agreement.

In order to provide for an orderly development of the 80-acres and to accommodate the renovation and remodeling of the Black Horse and Bayonet Golf Course, the City and appropriate parties entered into numerous changes to the Leased premises through exchange agreements and amendments and partial terminations of the leased premises description. In June 2019, the City and B&B updated the legal description of the leased premises to capture those changes to exclude the former 17th hole parcel, to include former Timshare Parcel C, to exclude new Residential Phase VI and to remove the exclusion of former Residential Phase VI.

In 2021, the City and Shea Homes, the successor in interest to SRD for a portion of the Residential Phase Lots entered into a land exchange which resulted in more land for the golf course parcel. The City Council approved those changes on or about May 20, 2021 by Resolution 21-44. A lot line adjustment and quitclaim deed were executed and recorded via Document numbers 2021056587 and 2021056588, respectively. Shea Homes has submitted a Parcel Map reflecting the new boundaries created by those approved exchanges and recorded documents. The requested action tonight conforms the Golf Course leased premises description to conform with those new boundary changes and updates the easements affecting the golf course property. The changes requested are technical in nature and do not affect the term or price of the Lease.

The second action requested tonight is to consider the proposed transfer of the Golf Course Lease pursuant to section 16 of the lease. The Blackhorse and Bayonet Golf course is one of the top five courses in the United States. The proposed transferee is Seaside Golf Acquisition Group, LLC a fully controlled entity of SKDG Investments (aka KDG Capital). Pursuant to Section 16 of the Lease, the City is entitled to assure itself that any transferee will be able to adequately maintain and keep the golf course for the term of the lease, which in this case expires in December 2080. A powerpoint outlining the experience and holdings of KDG Capital, the prospective purchaser of the Hotel and Timeshare Parcel and the manager of the golf course is attached for Council consideration. Section 16(e) of the existing golf course lease provides that the Council can consider the identity, finances and experience of any proposed transferee of the Lease tenant in order to ensure the golf course will continue to be maintained as a golf course for the duration of the lease. The powerpoint outlines the intended plans for both the Hotel and Timeshare properties and the Blackhorse and Bayonet golf course which are necessarily synergistic. The transferee of the Golf Course Lease will be fully controlled by the same entity as purchasing the Hotel and Timeshare. As set forth in the powerpoint, and highlighted for the public and the Council, the portfolio of KDG includes ten hotel portfolio locations from the east coast to the west coast of the United

States. Of those ten locations at least four of them include golf courses, including Seaview Resort in New Jersey, Cheyenne Mountain Resort in Colorado, Hammock Beach Resort in Florida and Eage Crest Resort in Oregon. All of those locations are among the top rated resorts and golf courses in the United States. From these materials and the portfolio of reputable hospitality/hotel resorts and affiliated golf courses, it would be appropriate to approve the Seaside Golf Acquisition Group LLC as meeting the identity, financial and experience necessary to maintain the Bayonet and Blackhorse Golf courses as premier golf courses.

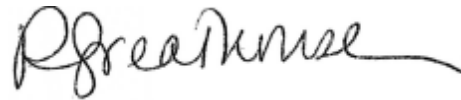
FISCAL IMPACT

Neutral

ATTACHMENTS

1. KDG Seaside Resort Power Point
2. Reso re Golf Course Lease Amendment and Transferee approval
3. Exhibit A - Third Amend to Golf Lease-Complete
4. Exhibit B-Golf Course Lease Transfer Approval-8-30-21

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

An aerial photograph showing a coastal area with a large golf course in the foreground, a residential neighborhood in the middle ground, and a city extending to the ocean in the background. The golf course features several green fairways, sand traps, and clusters of trees. The residential area consists of numerous houses and buildings. The city in the background is densely packed with structures, and the ocean is visible on the right side of the image.

Seaside Golf and Hotel Development

Seaside Golf and Hotel Development

KDG Capital is a family office based private equity firm focused on acquiring and developing irreplaceable real estate to generate income and capital appreciation for the Dr. Kiran C. Patel Family office. KDG currently has over \$700MM in hospitality real estate under management; the KCP Family Office has a net worth in excess of \$1 Billion.

1) Plans for Seaside Resort

2) KDG Biographies

3) KDG Properties

4) Troon Golf

Seaside Golf and Hotel Development

Resort Construction

\$170,000,000 Construction Budget

Design

- Keeping with previously presented 'look'
- Will have input from Hotel Brand/Architect on final look/layout and finishes



Seaside Golf and Hotel Development

- Hotel Brands under discussion – Grand Hyatt; JW Marriott; Omni; Outrigger
- Hotel Amenities
 - 4 food and beverage Outlets
 - 25,000sf of indoor event space with 10,000sf grand ballroom
 - Spa: 13,000 sq
 - Fitness Center
 - Outdoor Pool
- Golf Courses
 - Troon Golf to manage golf operations at closing
 - New Maintenance Facility to be built in 2022
 - New golf cart storage facility - coincide with construction of Hotel
 - New Club House – coincide with construction of Hotel
 - Potential golf courses renovation

Dr. Kiran Patel, CEO



Dr. Kiran Patel is the CEO of KDG Capital, a board-certified cardiologist and is the Chairman and President of Freedom Health and Optimum Healthcare, Inc., award-winning health maintenance organizations, providing managed care benefits to Medicare recipients. Combined, the plans serve over 60,000 seniors in the state of Florida.

Dr. Patel began his career in private practice and is recognized as a pre-eminent cardiologist. He went on to establish and grow a successful physician practice management company, with over 20 physicians in multiple locations. Subsequently he entered the managed care industry as Chairman of Well Care of Florida. While at WellCare, he acquired struggling HMOs in New York and Connecticut and grew the company into the largest Medicaid health insurance company in Florida and fifth largest in the U.S. When Dr. Patel left WellCare in 2002, it had over \$1 billion in revenue, over 450,000 members and 1,200 employees.

Following which, Dr. Patel became a key investor in ikaSystems, Inc., a provider of cloud computing solutions in the managed care industry. Dr. Patel oversaw a 3000% increase in revenue at ikaSystems before exiting the investment in 2007.

Dr. Patel completed his fellowship in Cardiology at Columbia University in 1982. He completed his residency in Internal Medicine in New Jersey after obtaining a medical degree from Gujarat University in India and completing an internship in Africa.

Dr. Patel is the founder of the Drs. Kiran and Pallavi Patel Family Foundation, which focuses on projects related to Health, Education and the Arts in three continents. The Foundation made significant donations to support the Pepin Heart Hospital Research Institute as well as the Performing Arts Center, which was renamed as the Dr. Pallavi Patel Conservatory for Performing Arts. In 2005, the Foundation made a donation to University of South Florida (USF), which was at the time the largest donation in USF history to establish The Dr. Kiran C. Patel Center for Global Solutions, a solutions-oriented research center based at the University of South Florida in Tampa, Florida. The Patel Center's main goals are to identify challenges in the developing world and find viable solutions to those problems; particularly issues related to potable water and sanitation, urbanization and migration, and sustainable activities.

Among the honors and awards that Dr. Patel has received are, the Ernst & Young Entrepreneur of the Year Award, Southeast U.S.A. The Jefferson Award for Public Service-National Media Award, Community Leader Award-Community Development Corporation of Tampa, Fl. Lions Clubs International Academy Award for Humanitarian Service, the Ike Tribble Award from the National Urban League. On New Year's Day in 2007, Dr. Patel was honored with the "Glory of Gujarat" award from the Chief Minister of his home State in India. In May 2007, Dr. Patel received the Ellis Island Medal of Honor for Exceptional Immigrant Patriots.



Sheetal Patel, COO

As COO of the Patel Family Office, Dr. Sheetal Patel oversees operations and investment management across all portfolios and actively manages the family's real estate portfolio consisting of just under \$1B in assets across the hospitality, commercial real estate, and development sectors.

Dr. Sheetal Patel began her career as a board-certified Radiologist, she earned her medical degree from University of Miami School of Medicine and completed her residency in Radiology with University of South Florida, Tampa. Dr. Patel furthered her training with a fellowship in Musculoskeletal Radiology, a subspecialty which focuses on sports and orthopedic imaging (including bone and soft tissue tumors). On completing her residency and fellowship she worked with one of the top Radiology groups in Tampa, FL for 9 years.

In 2014, while practicing radiology, Dr. Patel completed her MBA at University of South Florida, finishing at the top of her class. Over the course of the next 2-3 years, she transitioned into a business role and away from practicing medicine, leading to her current role as COO of the Patel

Family Office.

Additionally, Dr. Patel is involved with various non-profit and charitable endeavors in the medical and education arenas both within and outside of the Patel Family Foundation which has projects both in the US and abroad. Locally, she also supports the Tampa Bay area as Vice President and is on the board of The Charity Polo Classic, an organization whose mission is "making a difference by collaborating with local charities to build a better Tampa Bay".

Greg Ogle, FOUNDING PARTNER



Greg Ogle is a Founding Partner at KDG Capital. Greg works closely on the sourcing and closing of acquisitions as well as overseeing the construction projects within KDG Capital. He brings in depth knowledge and experience matching financing needs with lending sources for a variety of projects. Before joining KDG, Greg was Principal at Axcel Real Estate Services focusing on commercial mortgage banking. Prior to that, he worked at Berkadia Commercial Mortgage LLC as VP in Mortgage Banking.

Greg received his B.S. in Industrial Engineering from Purdue University, 1994 and his MBA in Finance from the Kelley School of Business, Indiana University, 2011. He served seven years in the United States Navy as a Submarine Nuclear Engineering officer and is based in Tampa, FL.



Dheer Lashkari, FOUNGING PARTNER

Dheer Lashkari is Partner at KDG Capital and is focused on Real Estate in the Hospitality, Medical and Residential sectors. He is based in Tampa, FL. He is actively engaged in seeking and evaluating investment opportunities and works closely with the CEO to develop the firm's investment strategy.

Prior to joining KDG Capital, Dheer was Portfolio Manager, Acquisitions and Investments at K & P Holdings, Tampa, FL., where he focused on sourcing acquisition opportunities, feasibility analysis and valuation of acquisition targets.

Dheer began his career as an aerospace engineer at Rockwell Collins as Lead Systems Engineer followed by Hamilton Sundstrand. He was also one of the founding members of Asteria Aerospace Pvt. Ltd., a startup in the aerospace sector in India.

Dheer received his B.Sc. in Aeronautical Engineering from Purdue University, 2006 and holds an M.B.A. from the Kellogg School of Management, Northwestern University, 2013.



Stewart Beshears, ASSOCIATE

Stewart Beshears is an Associate at KDG Capital. Stewart assists and supports the team through all transactions and projects, he is based in Tampa, FL.

Prior to joining KDG Capital, Stewart gained considerable experience in the real estate investment sector through multiple internships at Voya Investment Management, Atlanta, GA on their commercial real estate loan production team, the investment sales team at Cushman and Wakefield, Tampa, FL, and conducting extensive market research at Beshears and Associates, Tampa, FL. Stewart is passionate about supporting and empowering people and contributing to his community.

Stewart received dual B.S. in both Finance and Real Estate from Florida State University, 2018. While at KDG Stewart has furthered his industry knowledge through the Cornell Hotel School and holds their Certificate in Hotel Real Estate Investments and Asset Management.

Hotel Portfolio Locations

Property	Address	Rooms	Total Meeting Space
Seaview Resort (36 holes of Golf)	401 S New York Rd, Galloway, NJ 08205	296	25,000 sqft.
Snow King Resort	402 E Snow King Ave, Jackson, WY 83001	283	15,000 sqft.
Cheyenne Mountain Resort (18 holes of Golf)	3225 Broadmoor Valley Rd, Colorado Springs, CO 80906	316	40,000 sqft.
Hammock Beach Resort (36 holes of Golf)	200 Ocean Crest Dr, Palm Coast, FL 32137	340	50,000 sqft.
Eagle Crest Resort (54 holes of Golf)	1522 Cline Falls Rd #5001, Redmond, OR 97756	100	10,000 sqft.
Wyndham Grand Clearwater	100 Coronado Dr, Clearwater, FL 33767	343	22,000 sqft.
Westward Look	245 E Ina Rd, Tucson, AZ 85704	241	10,000 sqft.
Marriott Minneapolis Northwest	7025 Northland Dr N, Brooklyn Park, MN 55428	240 (All Suites)	62,000 sqft.
Hyatt Regency Sarasota	1000 Boulevard of the Arts, Sarasota, FL 34236	294	20,000 sqft.
JW Marriott Clearwater Beach (Under Construction)	691 S Gulfview Road Clearwater Beach, FL 33767	166	15,000 sqft.

Seaview, A Dolce Hotel

Galloway Township, New Jersey



For more than a century, Seaview, a Dolce Hotel, has played host to presidents, rock stars and golf's greatest champions; welcomed families for joyous reunions; and inspired business executives seeking a setting for brainstorming and team-building. Minutes from the excitement of Atlantic City and the old-world charm of Cape May, yet quietly tucked away on 670 scenic acres along Reed's Bay, Seaview begins its second century with the same thoughtful attention to detail that has made it a cherished retreat for generations.

Offerings and Amenities

- 296 Hotel Rooms
- 34,500 Sq. Ft of meeting and event space
- 36 Holes of championship golf – Managed by Troon Golf
 - Bay Course ranked 5th in the state according to 2020 Golfweek
 - Pine Course ranked 12th in the state according to 2020 Golfweek
- Outdoor & indoor pool
- Three restaurants
- Grab and go station
- 24-Hour fitness center
- Business center
- Recreation room
- Nature trail
- Outdoor tennis and basketball Courts

Snow King Resort

Jackson, Wyoming



Ski-in, ski-out lodging accommodations in the winter and a convenient location to explore both Grand Teton and Yellowstone National Parks in the summer.

The resort is located at the base of Snow King Mountain, a few blocks from downtown and 20 minutes from the Jackson Wyoming Airport, Snow King Resort boasts breathtaking views of the Teton Mountain Range and features a wide variety of onsite activities and amenities.

Offerings and Amenities

- 203 Hotel Rooms
- 80 Condo Rental Units
- 15,000 Sq. Ft of meeting and event space
- Ski in-out access to Snow King Mountain
- Bike, Kayak, Ski, Snowboard rental available on ground floor
- Adjacent to Snow King Mountain Complex offering
 - Summer Activities: Cowboy Coaster, Mini-golf, Maze, Scenic Chairlift
 - Winter Activities: Skiing & Snowboarding, Snowtubing, Night Skiing
- Outdoor heated pool, year round
- Award winning restaurant, Hayden's Post
- Grab and go station
- 24-Hour fitness center
- Business center
- Shuttle service

Cheyenne Mountain Resort, *A Dolce Hotel*

Colorado Springs, Colorado



Situated on 200 acres with breathtaking mountain views, Cheyenne Mountain Resort offers exceptional accommodations, fine dining, myriad activities and comprehensive conference facilities. The AAA Four Diamond Resort, offers the ultimate in Colorado vacationing.

Located about an hour and a half south from Denver lies Colorado Springs. Cheyenne Mountain Resort's ideal location with Colorado Springs places the Resort within a short drive to an array of attractions including Manitou Springs, Garden of the Gods, and the Olympic Training Center.

Offerings and Amenities

- 316 Hotel Rooms
- 40,000 Sq. Ft of IACC- Certified meeting space and event space
- 18 Hole golf course Pete Dye
- Country Club of Colorado resort guest usage
- Multiple outdoor pools
- Aquatic center
- Three restaurants
- Grab and Go Station
- Commercial Level Fitness Center
- Business Center
- Outdoor Tennis and Indoor Tennis Complex
- Private 35-acre lake
- Shuttle Service
- Pet-friendly resort

Hammock Beach Golf Resort & Spa

Palm Coast, Florida



A truly unique experience, Hammock Beach Golf Resort & Spa is situated on a stunning stretch of unspoiled beach along the Atlantic Coast in Palm Coast, Florida. Enjoy a taste of casual luxury designed for family vacations, weekends with friends, or elevated corporate gatherings. Beachfront luxury awaits. Hammock Beach is conveniently located to airports, major roads, and is half day drive from many of Florida's major MSAs. The Resort offers accommodations to all guest types by offering multiple room types ranging from hotel guest rooms to luxury 4-bedroom condos.

Offerings and Amenities

- 20 Hotel Rooms
- 320 Condo Rentals
- 50,000 Sq. Ft of total meeting and event space
 - 15,000 Sq. Ft of Indoor Meeting Space
 - 35,000 Sq. Ft of Outdoor Meeting Space
 - Voted "Best On-Site Support Staff" by Smart Meetings in 2019
- 36 Holes of PGA caliber golf – Managed by Troon Golf
 - Ocean Course ranked 9th in the state according to 2020 Golfweek
 - Conservatory ranked 14th in the state according to 2020 Golfweek
- 209 Slip marina
- Six restaurants
- Spa with ten treatment rooms
- Six Pools and waterpark complex featuring lazy river
- Three fitness centers
- Business center
- Outdoor tennis courts
- 9 Hole putting/mini-golf course

Eagle Crest

Redmond, Oregon



Eagle Crest is a full-service destination resort located just outside the city of Redmond on 1700 acres in the high desert of Central Oregon. Nestled against the majestic Cascade Mountains near Bend, Oregon, Eagle Crest boasts over 300 days of sunshine each year with an annual rainfall of fewer than nine inches.

Offerings and Amenities

- 100 Hotel Rooms
- 10,000 Sq. Ft of total meeting and event space
- 48 Holes of golf
 - Ridge Course
 - Challenge Course (Par-63)
 - Resort Course
- 18-Hole putting Course
- Two food & beverage outlets
- Full-service spa
- Multiple indoor and outdoor pools
- Kids splash pad
- Two fitness centers
- Outdoor tennis and basketball Courts
- Hiking and biking trails

Wyndham Grand Clearwater Beach

Clearwater, Florida



Warm and inviting with a splash of excitement, Wyndham Grand Clearwater Beach is the newest AAA 4 Diamond hotel lining the scenic Gulf shore. We have everything you need to make each moment of your Clearwater escape memorable

Offerings and Amenities

- 343 Hotel Rooms
- 22,000 Sq. Ft of total meeting and event space
 - Dune's Ballroom is the largest in Clearwater Beach at 10,000 Sq. Ft
- Directly across the street to Clearwater Beach
 - Consistently ranked #1 Beach in the U.S. by TripAdvisor
 - Ranked #6 Beach in the World by TripAdvisor, 2019
- Three food & beverage outlets
- Full-service spa
- 24/7 Fitness center
- Outdoor heated pool
- Grab and go station
- Business center

JW Marriott

Clearwater Beach, Florida



Under Construction

- 166 Hotel Rooms
- 36 JW Residence Condo Units (for sale)
- 15,000 Sq. Ft of total conference, meeting and event space
- Three food & beverage outlets
- Roof Top Pool and Restaurant/Bar
- 24/7 Fitness center
- JW Marriott Spa
- Private Beach

Troon Presentation for City of Seaside – Bayonet & Black Horse



Company Culture

“

The foundation of Troon's 30+ years of success consists of hiring the best people in the industry, who have created an unmatched culture for our partners and associates.

Dana Garmany – Founder, Executive Chairman

As a professional hospitality organization, Troon provides the opportunity to tap into our depth and breadth of resources, while creating collaborative partnerships with our valued clients.

Tim Schantz – President, Chief Executive Officer

”





★ Corporate Office Locations

590+

Total Locations

180+

Private &
Semi-Private Clubs

85+

Top 100
Ranked Courses

80+

Resort Locations

Successful Resort Partnerships

Troon is aligned with 80+ resort properties worldwide, partnering with the best in hospitality.

WESTIN
HOTELS & RESORTS


ST REGIS


SHERATON


THE RITZ-CARLTON

THE
LUXURY
COLLECTION


FOUR SEASONS
Hotels and Resorts


Hilton


CAESARS
ENTERTAINMENT


AUBERGE RESORTS
COLLECTION


Benchmark
RESORTS & HOTELS

HYATT

Aimbridge
HOSPITALITY™

WYNDHAM
HOTELS & RESORTS

DOLCE
HOTELS AND RESORTS™

One&Only

Experience & Expertise

A wide-angle photograph of a golf course clubhouse. The clubhouse is a large, modern building with a curved, terracotta-colored roof and walls. It is situated on a grassy hill. In the foreground, a large, multi-tiered stone waterfall cascades into a blue pond. The pond is surrounded by lush green grass and some trees. In the background, there are rolling hills and mountains under a clear blue sky.

Corporate team of **375+** based in 14 offices worldwide with the global headquarters located in Scottsdale, Arizona

Involved in the development and redesign of **300+** courses and clubhouses

Troon courses host PGA TOUR, LPGA Tour, Champions Tour and European Tour events

Top Priorities – Operations



1. Complete a full assessment of every area during initial 60-90 days
2. Hire, train and support staff with delivering quality experiences
3. Establish and implement Standard Operating Procedures
4. Provide support for golf course and clubhouse renovations
5. Opportunities to upgrade pump station and water management
6. Implement proven agronomic strategies to improve course conditions

Top Priorities – Sales & Marketing



1. Revenue Management – Implement dynamic strategies based on data to achieve higher revenues, average rate and/or rounds
2. Enhance Marketing & Communications – Launch new website, email campaigns, evolve programming to generate more usage/spend
3. Evolve annual pass, membership and resident programs
4. Leverage EZLinks technology to enhance the guest booking experience

What Does This Mean for Bayonet & Black Horse?



RESOLUTION NO. 21-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE AUTHORIZING THE CITY MANAGER TO EXECUTE A THIRD AMENDMENT OF AMENDED AND RESTATED GROUND LEASE AND THIRD AMENDMENT TO MEMORANDUM OF AMENDED AND RESTATED LEASE TO REFLECT THE UPDATED PROPERTY DESCRIPTION AND TO APPROVE THE PROSPECTIVE TRANSFEREE OF THE AMENDED AND RESTATED GROUND LEASE FOR THE BLACKHORSE AND BAYONET GOLF COURSE TO SEASIDE GOLF ACQUISITION GROUP LLC, A FULLY CONTROLLED ENTITY OF SKDG INVESTMENTS, LLC

RECITALS:

- A. In 1996, the City of Seaside ("City") purchased the approximately 400-acre Black Horse and Bayonet Golf Courses ("Golf Courses") from the US Army with City funds. The City and BSL Golf of California, Inc., a California corporation ("BSL") entered into a Ground Lease dated October 23, 1996 (the "Original Lease"), evidenced by a Memorandum of Commencement Date recorded on January 15, 1997 in the Office of the Monterey County Recorder (the "Recorder's Office") in Reel 3468 at Page 1575. The Original Lease concerned the Black Horse and Bayonet Golf Courses (the "Golf Courses").
- B. BSL assigned the Original Lease as to a portion of the leased premises to the Redevelopment Agency of the City of Seaside ("Agency") pursuant to a Partial Assignment of Lease dated December 13, 2005, recorded in the Recorder's Office on December 15, 2005 as instrument number 2005131757. BSL assigned its remaining interest in the Original Lease to B&B pursuant to an Assignment and Assumption of Lease recorded on December 15, 2005 in the Recorder's Office as instrument number 2005131759.
- C. The City and B&B entered into an Amended and Restated Ground Lease dated as of December 15, 2005 (as amended from time to time, the "Restated Lease") for the portion of the Original Lease assigned to B&B and recorded a Memorandum of Amended and Restated Lease on December 15, 2005 in the Recorder's Office as instrument number 2005131760.
- D. In 2007, the City and B&B made minor adjustments to the boundaries of the Golf Courses pursuant to an Amendment and Partial Termination of Amended and Restated Ground Lease and Amendment to Memorandum of Amended and Restated Lease, which was recorded on August 21, 2007 in the Recorder's Office as instrument number 2007065672.
- E. In 2019, the City and B&B made further adjustments to the boundaries of the Golf Courses pursuant to a Second Amendment to Amended and Restated Ground Lease and Second Amendment to Memorandum of Amended and Restated Lease recorded in the Recorder's office on October 1, 2019 as instrument number 2019043564.

- F. In connection with the development of certain property adjacent to the Golf Courses, a Parcel Map and certain deeds are being recorded under which certain currently constituting a portion of the premises under the Restated Lease is being quit-claimed to SRD R, LLC, an Arizona limited liability company, which owns the adjoining real property, and SRD R, LLC is quitclaiming certain real property to the City for inclusion in the premises, in each case as depicted on Exhibit A annexed to this Third Amendment. The City and B&B are entering into this Third Amendment in furtherance of and to implement those boundary adjustments.
- G. This Third Amendment also expressly terminates the temporary easement described in Section 3(a)(ii) of the Restated Lease as to (and only as to) the real property legally described in Exhibit C of the Memorandum of Third Amendment, such property having been developed for other purposes and so longer suitable for use pursuant to such easement.
- H. Section 16 of the Second Amendment to Amended and Restated Ground Lease preserves the right of the City to approve prospective transferees of the tenant's interest under the ground lease.
- I. The City has reviewed and considered information contained in the power-point and finds it to be sufficient to ensure that the prospective transferee will maintain the golf course in its pursuit of the development of the hotel and timeshare parcels adjacent to the golf course.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEASIDE HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. The City Council certified a Final Environmental Impact Report for the Project on July 7, 2005, and thereafter, on August 17, 2005, adopted Addendum No. 1, on February 5, 2014, adopted Addendum No. 2, on December 10, 2014, adopted Addendum No. 3, and on December 7, 2017, adopted Addendum No. 4. The City Council hereby finds that the financial provisions relating to the City's exercise of a repurchase option, as set forth in the Second Amendment to the Second Amended DDA are within the scope of the Final Environmental Impact Report and Addendum Nos. 1 through 4, and no further review under the California Environmental Quality Act is required in connection with the technical correction of the property description and extinguishment of the easement.

Section 3. The City hereby approves the Third Amendment of the Amended and Restated Ground Lease and Third Amendment to the Memorandum of Amended and Restated Lease for the Blackhorse and Bayonet Golf Courses in substantially the form as attached hereto as Exhibit A.

Section 4. The City hereby approves the prospective transferee, Seaside Golf Acquisition Group, LLC, a wholly controlled entity of SKDG Investments, LLC aka KDG Capital in substantially the form as attached hereto as Exhibit B.

Section 5. The officers and staff of the City are hereby authorized and directed, jointly and severally, to execute such instruments and do any and all things which they may deem necessary or advisable to effectuate this Resolution and any such actions previously taken by such officers and staff are hereby ratified and confirmed.

Section 6. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED by the City Council at a meeting held on the 2nd September, 2021.

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney

Exhibit A

Exhibit B

RECORDING REQUESTED BY:
B & B Golf Course Properties, LLC

WHEN RECORDED MAIL DOCUMENT TO:
Brad Miller, P.C.
70 West Cushing Street
Tucson, Arizona 85701

Space Above This Line for Recorder's
Use Only

A.P.N.s: portion of each of 031-051-
037, 031-051-038 and 031-151-052

Property Address: 1 McClure Way, Seaside, CA 93955

**THIRD AMENDMENT OF AMENDED AND RESTATED GROUND LEASE AND THIRD AMENDMENT
TO MEMORANDUM OF AMENDED AND RESTATED LEASE**

The undersigned declares that the document to which this page is affixed and made a part of is exempt from the fee imposed by the Affordable Housing & Job Act (SB2) (GC 27388.1)

() Recorded [concurrently] in connection with a transfer of real property subject to the imposition of Documentary Transfer Tax per GC 27388.1 (a) (2).

() Recorded [concurrently] in connection with a transfer of real property that is residential dwelling to an owner-occupier per GC 27388.1 (a) (2).

() Maximum fee of \$225 has been reached per GC 27388.1 (a) (1).

() Not related to real property GC 27388.1 (a) (1).

() Transfer of real property subject to the imposition of Documentary Transfer Tax - GC 27388.1 (a)(2)

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

Signature

Date

THIS PAGE ADDED TO PROVIDE EXEMPTION INFORMATION FOR THE BUILDING HOMES AND JOBS ACT
FEE
(SB-2; AFFORDABLE HOUSING FEE) (\$3.00 Additional recording fee applies)

RECORDING REQUESTED BY:

B & B Golf Course Properties, LLC

AND WHEN RECORDED RETURN TO:

Brad Miller, P.C.
70 West Cushing Street
Tucson, Arizona

Exempt from recording fees pursuant to G.C. §6103

[SPACE ABOVE FOR RECORDER'S USE ONLY]

**THIRD AMENDMENT OF AMENDED AND RESTATED GROUND LEASE AND
THIRD AMENDMENT TO MEMORANDUM OF AMENDED AND RESTATED LEASE**

This Third Amendment of Amended and Restated Ground Lease and Third Amendment to Memorandum of Amended and Restated Lease (the "Third Amendment") is dated as of _____, 2021 by and between the City of Seaside, California, a California municipal corporation (the "City"), and B&B Golf Course Properties, LLC, an Arizona limited liability company ("B&B").

RECITALS

A. The City and BSL Golf of California, Inc., a California corporation ("BSL") entered into a Ground Lease dated October 23, 1996 (the "Original Lease"), evidenced by a Memorandum of Commencement Date recorded on January 15, 1997 in the Office of the Monterey County Recorder (the "Recorder's Office") in Reel 3468 at Page 1575. The Original Lease concerned the Black Horse and Bayonet Golf Courses (the "Golf Courses").

B. BSL assigned the Original Lease as to a portion of the leased premises to the Redevelopment Agency of the City of Seaside ("Agency") pursuant to a Partial Assignment of Lease dated December 13, 2005, recorded in the Recorder's Office on December 15, 2005 as instrument number 2005131757. BSL assigned its remaining interest in the Original Lease to B&B pursuant to an Assignment and Assumption of Lease recorded on December 15, 2005 in the Recorder's Office as instrument number 2005131759.

C. The City and B&B entered into an Amended and Restated Ground Lease dated as of December 15, 2005 (as amended from time to time, the "Restated Lease") for the portion of the Original Lease assigned to B&B and recorded a Memorandum of Amended and Restated Lease on December 15, 2005 in the Recorder's Office as instrument number 2005131760.

D. In 2007, the City and B&B made minor adjustments to the boundaries of the Golf Courses pursuant to an Amendment and Partial Termination of Amended and Restated Ground Lease and Amendment to Memorandum of Amended and Restated Lease, which was recorded on August 21, 2007 in the Recorder's Office as instrument number 2007065672.

E. In 2019, the City and B&B made further adjustments to the boundaries of the Golf Courses pursuant to a Second Amendment to Amended and Restated Ground Lease and Second

Amendment to Memorandum of Amended and Restated Lease recorded in the Recorder's office on October 1, 2019 as instrument number 2019043564.

F. In connection with the development of certain property adjacent to the Golf Courses, a Parcel Map and certain deeds are being recorded under which certain currently constituting a portion of the premises under the Restated Lease is being quit-claimed to SRD R, LLC, an Arizona limited liability company, which owns the adjoining real property, and SRD R, LLC is quitclaiming certain real property to the City for inclusion in the premises, in each case as depicted on Exhibit A annexed to this Third Amendment. The City and B&B are entering into this Third Amendment in furtherance of and to implement those boundary adjustments.

G. This Third Amendment also expressly terminates the temporary easement described in Section 3(a)(ii) of the Restated Lease as to (and only as to) the real property legally described in Exhibit C annexed hereto, such property having been developed for other purposes and so longer suitable for use pursuant to such easement.

NOW, THEREFORE, the City and B&B hereby amend the Restated Lease as follows: (i) Exhibit B annexed hereto contains the legal description of the leased premises under the Restated Lease ; and (ii) the temporary easement under Section 3(a)(ii) of the Restated Lease is terminated as to (and only as to) the real property legally described in Exhibit C annexed hereto. Except as expressly modified by this Third Amendment, the Restated Lease remains in full force and effect. This Third Amendment may be executed in counterparts.

[Signature pages follow.]

In witness whereof, the City and B&B have executed this Third Amendment.

“CITY”

CITY OF SEASIDE,
a municipal corporation

By: _____

Name: _____

Title: _____

“TENANT”

B & B GOLF COURSE PROPERTIES, LLC

By: Seaside Golf Investors, LLC, an Arizona
limited liability company, its member

By: _____

Donald Pitt, as Trustee of the
Donald Pitt Separate Property Trust
dated November 11, 1991, its
sole member

By: B & B Golf Investors, LLC, an Arizona
limited liability company, its member

By: _____

David Goldstein, its Manager

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

State of _____)
County of _____)

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

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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

State of _____)
County of _____)

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

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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

State of _____)
County of _____)

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

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

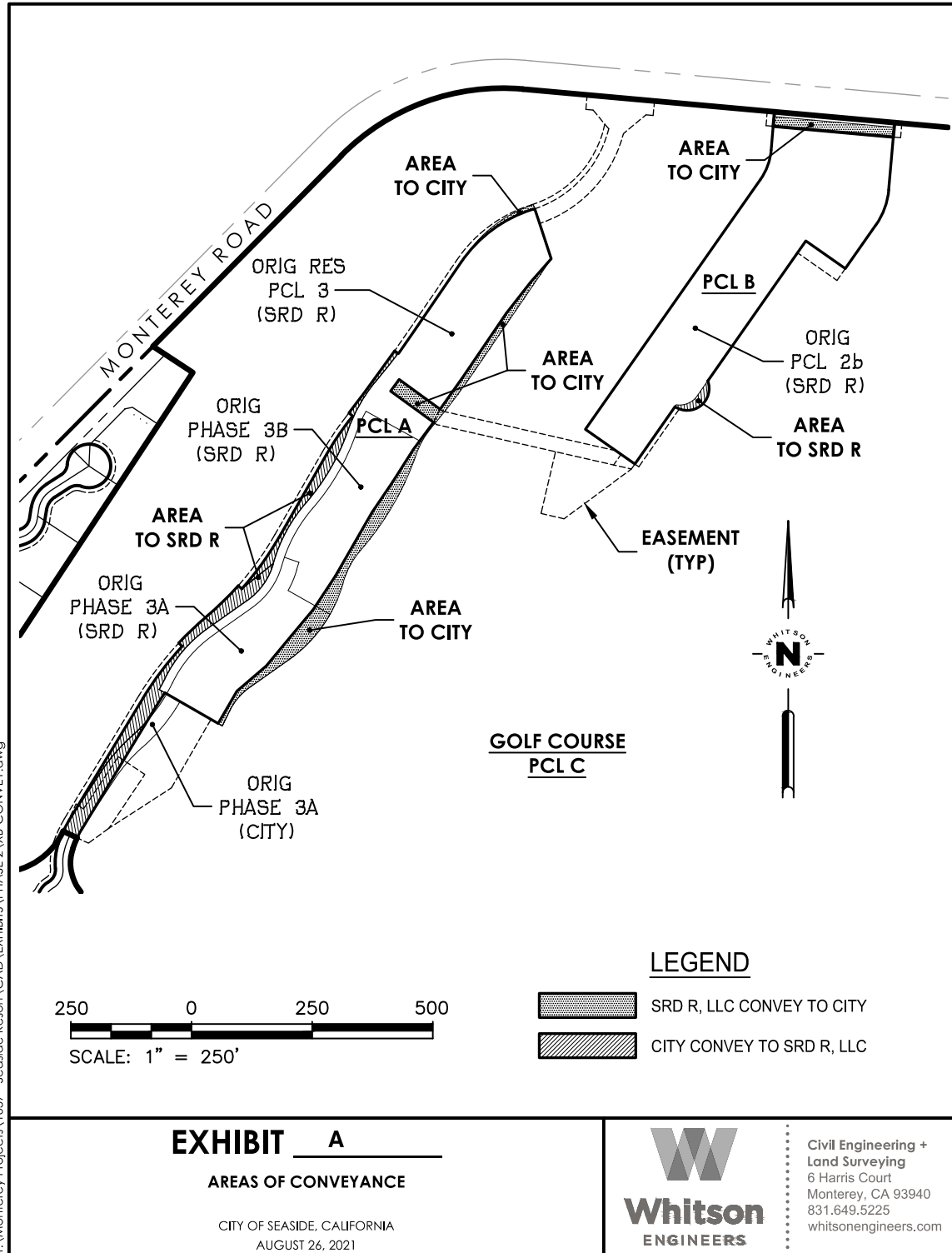
I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

Depiction of Property Being Quitclaimed To and From the City



T:\Monterey Projects\1057 - Seaside Resort\CAD\EXHIBITS\PHASE 2\XB-CONVEY.dwg

PROJECT No.: 1057.02

EXHIBIT B
Complete Updated Legal Description of Golf Courses

DESCRIPTION OF BAYONET AND BLACK HORSE GOLF COURSES

AS OF SEPTEMBER _____, 2021

REAL PROPERTY IN THE CITY OF SEASIDE, COUNTY OF MONTEREY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS (CONSISTING OF NINE PARCELS NUMBERED GOLF COURSE "PARCEL 1", GOLF COURSE "PARCEL 2", GOLF COURSE "PARCEL 3", GOLF COURSE "PARCEL 3A", GOLF COURSE "PARCEL 3B", GOLF COURSE "PARCEL 3C", GOLF COURSE "PARCEL 4", GOLF COURSE "PARCEL 5" AND GOLF COURSE "PARCEL 6"):

GOLF COURSE "PARCEL 1":

PARCEL C AS SAID PARCEL IS SHOWN ON THE MAP ENTITLED "PHASE 2A & 2B - THE ENCLAVE" FILED FOR RECORD _____, 2021 IN VOLUME _____ OF _____ AT PAGE _____, RECORDS OF MONTEREY COUNTY.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CERTAIN REAL PROPERTY SITUATE IN RANCHO NOCHE BUENA, COUNTY OF MONTEREY, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN ANGLE POINT ON THE NORTHWESTERLY BOUNDARY OF THAT CERTAIN 375.134 ACRE PARCEL (FORT ORD GOLF COURSES), AS SAID BOUNDARY AND PARCEL ARE SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED NOVEMBER 16, 1994 IN VOLUME 19 OF SURVEY MAPS, AT PAGE 21, RECORDS OF MONTEREY COUNTY, CALIFORNIA, SAID POINT ALSO BEING SHOWN AND DESIGNATED AS CORNER NUMBERED TWENTY-TWO (22) ON SAID MAP (HAVING COORDINATES: NORTHING = 2125520.43 AND EASTING = 5731464.95) : THENCE ALONG SAID BOUNDARY

(1) N. 44° 39' 19" E. 1733.18 FEET, THENCE

- (2) EASTERLY, 414.10 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET, THROUGH A CENTRAL ANGLE OF 50° 28' 54"; THENCE TANGENTIALLY
- (3) S. 84° 51' 47" E., 1476.58 FEET; THENCE
- (4) NORTHEASTERLY, 468.31 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, THROUGH A CENTRAL ANGLE OF 50° 37' 37"; THENCE TANGENTIALLY
- (5) N. 44° 30' 36" E., 436.91 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL; THENCE ALONG THE NORTHEASTERLY BOUNDARY OF SAID PARCEL
- (6) S. 45° 29' 24" E., 82.00 FEET; THENCE
- (7) S. 61° 45' 31" E., 311.38 FEET; THENCE
- (8) S. 20° 21' 57" E., 41.35 FEET, THENCE
- (9) S. 28° 46' 07" E., 98.84 FEET; THENCE
- (10) S. 32° 16' 38" E., 220.10 FEET, THENCE
- (11) S. 56° 17' 20" E., 103.07 FEET; THENCE
- (12) S. 52° 37' 09" E., 174.13 FEET; THENCE
- (13) S. 50° 36' 52" E., 376.85 FEET; THENCE
- (14) S. 41° 44' 54" E., 311.38 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL; THENCE ALONG THE EASTERLY BOUNDARY OF SAID PARCEL
- (15) S. 23° 22' 44" W., 855.21 FEET; THENCE
- (16) S. 09° 09' 39" E., 430.68 FEET; THENCE LEAVING SAID EASTERLY BOUNDARY
- (17) S. 66° 45' 05" E., 79.92 FEET; THENCE
- (18) S. 23° 14' 55" W., 1707.26 FEET TO THE NORTHEASTERLY CORNER OF THAT CERTAIN 40.092 ACRE PARCEL SHOWN AND DESIGNATED AS "PARCEL 3" ON THAT CERTAIN RECORD OF SURVEY MAP FILED NOVEMBER 18, 1994 IN VOLUME 19 OF SURVEYS, AT PAGE 22, RECORDS OF MONTEREY COUNTY, CALIFORNIA; THENCE ALONG THE NORTHERLY BOUNDARY THEREOF
- (19) N. 79° 34' 35" W., (AT 77.60 FEET, A POINT ON SAID EASTERLY BOUNDARY OF SAID 375.134 ACRE PARCEL), 1025.59 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL 3; THENCE ALONG THE COMMON BOUNDARY OF BOTH SAID PARCELS
- (20) S. 23° 14' 55" W., (AT 1852.03 FEET, THE SOUTHEASTERLY CORNER OF SAID 375.134 ACRE PARCEL), 1897.43 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 3; THENCE LEAVING THE BOUNDARY OF SAID PARCEL 3
- (21) S. 23° 14' 55" W., 77.69 FEET; THENCE

- (22) N. 87° 38' 15" W., 417.95 FEET; THENCE
- (23) N. 02° 10' 44" W., 293.61 FEET; THENCE
- (24) N. 41° 23' 40" W., 33.31 FEET TO AN ANGLE POINT ON THE SOUTHWESTERLY BOUNDARY OF SAID 375.13 ACRE PARCEL; THENCE ALONG SAID SOUTHWESTERLY BOUNDARY
- (25) N. 41° 23' 40" W., 225.85 FEET; THENCE
- (26) N. 54° 48' 21" W., 116.12 FEET; THENCE
- (27) N. 70° 30' 41" W., 79.18 FEET; THENCE
- (28) N. 52° 56' 22" W., 364.27 FEET; THENCE
- (29) N. 48° 34' 36" W., 301.92 FEET; THENCE
- (30) N. 01° 05' 39" W., 245.40 FEET; THENCE
- (31) N. 00° 02' 24" W., 238.08 FEET; THENCE
- (32) N. 06° 39' 13" W., 196.46 FEET; THENCE
- (33) N. 10° 56' 04" W., 239.05 FEET; THENCE
- (34) N. 14° 02' 58" W., 479.24 FEET; THENCE
- (35) N. 25° 14' 12" W., 188.26 FEET; THENCE
- (36) N. 45° 42' 30" W., 230.28 FEET; THENCE
- (37) N. 57° 01' 36" W., 147.39 FEET; THENCE
- (38) N. 74° 45' 09" W., 263.40 FEET; THENCE
- (39) N. 08° 25' 05" W., 475.89 FEET; THENCE
- (40) N. 12° 55' 30" E., 35.88 FEET; THENCE
- (41) N. 22° 53' 19" W., 544.56 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM SAID GOLF COURSE "PARCEL 1" THAT 1.82 ACRE PARCEL THAT WAS ADDED TO THE 4.45 ACRE SUNBAY APARTMENT PARCEL PER THAT RECORD OF SURVEY FILED FOR RECORD APRIL 4, 2007, IN VOLUME 29 OF SURVEYS AT PAGE 3, RECORDS OF MONTEREY COUNTY.

ALSO EXCEPTING FROM SAID GOLF COURSE "PARCEL 1" LOTS 1 THROUGH 38 AND PARCELS A THROUGH I OF "SEASIDE RESORT ESTATES SUBDIVISION PHASE 1A AND 1B" FILED FOR RECORD AUGUST 21, 2007, IN VOLUME 24 OF CITIES AND TOWNS, AT PAGE 11, RECORDS OF MONTEREY COUNTY.

IN ASSOCIATION WITH A LOT LINE ADJUSTMENT OF LOT 7 OF SAID MAP, ALSO EXCEPTING THE PORTION DESCRIBED IN DOCUMENT NUMBER 2021056588, RECORDS OF MONTEREY COUNTY.

ALSO EXCEPTING FROM SAID GOLF COURSE "PARCEL 1" PARCELS A AND B AS SAID PARCELS ARE SHOWN ON THE MAP ENTITLED "PHASE 2A & 2B – THE ENCLAVE" FILED FOR RECORD _____, 2021 IN VOLUME _____ OF _____ AT PAGE _____, RECORDS OF MONTEREY COUNTY.

PARCEL A BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL A AS SHOWN ON SAID MAP, BEING ALSO THE MOST NORTHERLY CORNER OF PARCEL C AS SHOWN ON THAT CERTAIN MAP FILED FOR RECORD IN VOLUME 24 OF CITIES AND TOWNS AT PAGE 11 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE BOUNDARY OF SAID PARCEL A THE FOLLOWING FORTY-ONE (41) COURSES AND DISTANCES:

- 1) NORTHEASTERLY 23.88 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 232.00 FEET (A RADIAL BEARING TO THE CENTER POINT OF SAID CURVE BEARS SOUTH 64°43'37" EAST), THROUGH A CENTRAL ANGLE OF 05°53'51"; THENCE
- 2) NORTH 31°10'15" EAST, 297.73 FEET; THENCE
- 3) NORTHEASTERLY 134.83 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 650.00 FEET, THROUGH A CENTRAL ANGLE OF 11°53'06"; THENCE
- 4) NORTH 46°56'39" WEST, 10.00 FEET; THENCE
- 5) NORTHEASTERLY 78.62 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 660.00 FEET (A RADIAL BEARING TO THE CENTER POINT OF SAID CURVE BEARS SOUTH 46°56'40" EAST), THROUGH A CENTRAL ANGLE OF 06°49'31"
- 6) NORTHEASTERLY 92.85 FEET ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 640.00 FEET, THROUGH A CENTRAL ANGLE OF 08°18'46"; THENCE
- 7) SOUTH 48°25'55" EAST, 10.00 FEET; THENCE
- 8) NORTHEASTERLY 132.91 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 650.00 FEET (A RADIAL BEARING TO THE CENTER POINT OF SAID CURVE BEARS NORTH 48°25'55" WEST), THROUGH A CENTRAL ANGLE OF 11°42'57"; THENCE
- 9) NORTH 29°51'09" EAST, 197.89 FEET; THENCE
- 10) NORTHEASTERLY 81.75 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 600.00 FEET, THROUGH A CENTRAL ANGLE OF 07°48'22"; THENCE
- 11) NORTHEASTERLY 13.70 FEET ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 4,000.00 FEET, THROUGH A CENTRAL ANGLE OF 00°11'47"; THENCE

- 12) NORTH 52°32'16" WEST, 10.00 FEET; THENCE
- 13) NORTHEASTERLY 159.95 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 3,990.00 FEET (A RADIAL BEARING TO THE CENTER POINT OF SAID CURVE BEARS NORTH 52°32'16" WEST), THROUGH A CENTRAL ANGLE OF 02°17'49"; THENCE
- 14) SOUTH 54°50'04" EAST, 10.00 FEET; THENCE
NORTHEASTERLY 58.09 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 4,000.00 FEET (A RADIAL BEARING TO THE CENTER POINT OF SAID CURVE BEARS NORTH 54°50'04" WEST), THROUGH A CENTRAL ANGLE OF 00°49'56"; THENCE
- 15) NORTH 34°20'00" EAST, 171.07 FEET; THENCE
NORTHEASTERLY 187.75 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 280.00 FEET, THROUGH A CENTRAL ANGLE OF 38°25'07"; THENCE
- 16) EASTERLY 4.64 FEET ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 234.00 FEET, THROUGH A CENTRAL ANGLE OF 01°08'13" TO THE MOST NORTHERLY CORNER OF SAID PARCEL A; THENCE
- 17) SOUTH 18°23'06" EAST, 32.00 FEET; THENCE
- 18) SOUTH 18°20'00" EAST, 76.80 FEET; THENCE
- 19) SOUTH 41°14'10" WEST, 63.93 FEET; THENCE
- 20) SOUTH 38°04'47" WEST, 82.05 FEET; THENCE
- 21) SOUTH 34°20'00" WEST, 78.03 FEET; THENCE
- 22) SOUTH 34°22'00" WEST, 82.03 FEET; THENCE
- 23) SOUTH 35°11'40" WEST, 82.01 FEET; THENCE
- 24) NORTH 54°00'00" WEST, 105.00 FEET; THENCE
- 25) SOUTHWESTERLY 30.00 FEET ALONG THE ARC OF A NON-TANGENT CURVE 26) TO THE RIGHT HAVING A RADIUS OF 4,032.00 FEET (A RADIAL BEARING TO THE CENTER POINT OF SAID CURVE BEARS NORTH 54°13'23" WEST), THROUGH 27) A CENTRAL ANGLE OF 00°25'35"; THENCE
- 28) SOUTH 54°00'00" EAST, 110.00 FEET; THENCE
- 29) SOUTH 36°42'03" WEST, 70.01 FEET; THENCE
- 30) SOUTH 32°32'56" WEST, 78.14 FEET; THENCE
- 31) SOUTH 34°09'29" WEST, 78.04 FEET; THENCE
- 32) SOUTH 29°51'11" WEST, 152.88 FEET; THENCE
- 33) SOUTH 33°26'12" WEST, 82.08 FEET; THENCE
- 34) SOUTH 39°50'06" WEST, 152.34 FEET; THENCE
- 35) SOUTH 49°23'15" WEST, 80.18 FEET; THENCE

- 36) SOUTH 30°00'00" WEST, 77.54 FEET; THENCE
- 37) NORTH 60°00'00" WEST, 127.64 FEET; THENCE
- 38) SOUTHWESTERLY 32.95 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 618.00 FEET(A RADIAL BEARING TO THE CENTER POINT OF SAID CURVE BEARS SOUTH 55°46'29" EAST), THROUGH A CENTRAL ANGLE OF 03°03'16"; THENCE
- 39) SOUTH 31°10'15" WEST, 297.73 FEET; THENCE
- 40) SOUTHWESTERLY 20.59 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 05°53'51" TO A CORNER IN THE BOUNDARY OF PARCEL D AS SHOWN ON THE AFORESAID MAP FILED FOR RECORD IN VOLUME 24 OF CITIES AND TOWNS AT PAGE 11; THENCE ALONG THE BOUNDARIES OF SAID PARCEL D AND PARCEL C AS SHOWN ON SAID MAP
- 41) NORTH 64°43'37" WEST, 32.00 FEET TO THE POINT OF BEGINNING.

PARCEL A CONTAINING 185,208 SQUARE FEET OR 4.252 ACRES, MORE OR LESS.

PARCEL B BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL B, BEING ALSO A POINT ON THE SOUTHERLY LINE OF THE 60-FOOT-WIDE RIGHT-OF-WAY FOR MONTEREY ROAD AS SHOWN ON SAID MAP THENCE ALONG THE BOUNDARY OF SAID PARCEL B THE FOLLOWING TWELVE (12) COURSES AND DISTANCES:

- 1) SOUTH 84°51'47" EAST, 250.00 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY
- 2) SOUTH 05°08'13" WEST, 140.00 FEET; THENCE
- 3) SOUTHERLY 78.18 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET, THROUGH A CENTRAL ANGLE OF 29°51'47"; THENCE
- 4) SOUTH 35°00'00" WEST, 110.31 FEET; THENCE
- 5) NORTH 55°00'00" WEST, 100.00 FEET; THENCE
- 6) SOUTH 35°00'00" WEST, 354.09 FEET; THENCE
- 7) SOUTHWESTERLY 114.27 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 45.50 FEET (A RADIAL BEARING TO THE CENTER POINT OF SAID CURVE BEARS SOUTH 69°50'55" WEST), THROUGH A 7) CENTRAL ANGLE OF 143°53'35"; THENCE
- 8) SOUTH 35°00'00" WEST, 144.78 FEET; THENCE
- 9) NORTH 55°00'00" WEST, 125.00 FEET; THENCE

- 10) NORTH 35°00'00" EAST, 632.00 FEET; THENCE
- 11) NORTHERLY 65.15 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET, THROUGH A CENTRAL ANGLE OF 29°51'47"; THENCE
- 12) NORTH 05°08'13" EAST, 80.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING FROM SAID GOLF COURSE "PARCEL 1" THE FOLLOWING EIGHT EXCEPTION TRACTS:

EXCEPTION TRACT ONE (APN: 031-051-030)

(HOTEL PARCEL 1)

THAT CERTAIN REAL PROPERTY SITUATE IN RANCHO NOCHE BUENA, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, BEING A PORTION OF THAT CERTAIN 380.31 ACRE PARCEL OF LAND SHOWN AS PARCEL 1 AS PER MAP FILED FOR RECORD IN VOLUME 26, PAGE 28 OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT BEARS SOUTH 24° 53' 59" WEST, 2,638.33 FEET FROM THE MOST NORTHERLY CORNER OF SAID PARCEL 1; THENCE

- 1) SOUTH 36° 18' 25" EAST, 147.89 FEET; THENCE
- 2) NORTH 78° 50' 32" EAST, 237.93 FEET; THENCE
- 3) NORTH 86° 25' 16" EAST, 349.95 FEET; THENCE
- 4) SOUTH 73° 40' 00" EAST, 155.99 FEET; THENCE
- 5) SOUTH 68° 42' 42" EAST, 277.08 FEET; THENCE
- 6) SOUTH 23° 13' 15" WEST, 367.94 FEET; THENCE
- 7) SOUTH 42° 48' 20" WEST, 313.39 FEET; THENCE
- 8) SOUTH 11° 39' 52" WEST, 202.98 FEET; THENCE
- 9) SOUTH 83° 52' 52" WEST, 149.07 FEET; THENCE
- 10) NORTH 56° 52' 25" WEST, 646.26 FEET; THENCE
- 11) NORTH 41° 03' 07" WEST, 348.99 FEET; THENCE
- 12) NORTH 87° 22' 26" EAST, 127.50 FEET; THENCE
- 13) NORTH 02° 37' 34" WEST, 27.36 FEET; THENCE

- 14) NORTH 87° 22' 26" EAST, 192.50 FEET; THENCE
- 15) NORTH 02° 37' 34" WEST, 60.02 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 217.00 FEET, AND TO WHICH BEGINNING A RADIAL BEARS NORTH 13° 21' 09" EAST; THENCE
- 16) NORTHWESTERLY 71.27 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 49'00"; THENCE
- 17) NORTH 02° 37' 34" WEST, 232.98 FEET TO THE POINT OF BEGINNING.

BEARINGS CITED HEREIN ARE REFERENCED TO SAID VOLUME 26, PAGE 28 OF SURVEYS.

EXCEPTION TRACT TWO (APN: 031-051-036)

(RESIDENTIAL PARCEL 2 (VTM RESIDENTIAL PHASE II; LOTS 1-4))

THAT CERTAIN REAL PROPERTY SITUATE IN RANCHO NOCHE BUENA, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, BEING A PORTION OF THAT CERTAIN 380.31 ACRE PARCEL OF LAND SHOWN AS PARCEL 1 AS PER MAP FILED FOR RECORD IN VOLUME 26, PAGE 28 OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT BEARS SOUTH 43° 23' 11" EAST, 1,523.80 FEET FROM THE MOST NORTHERLY CORNER OF SAID PARCEL 1; THENCE

- 1) SOUTH 66° 37' 00" EAST, 179.98 FEET; THENCE
- 2) SOUTH 23° 23' 00" WEST, 229.06 FEET; THENCE
- 3) SOUTH 23° 22' 38" WEST, 215.94 FEET; THENCE
- 4) SOUTH 66° 37' 16" EAST, 10.00 FEET; THENCE
- 5) SOUTH 23° 22' 44" WEST, 145.00 FEET; THENCE

- 6) NORTH 66° 37' 16" WEST, 55.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 145.00 FEET; THENCE
- 7) NORTHWESTERLY 77.92 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30° 47' 16" THENCE
- 8) NORTH 54° 10' 00" EAST, 100.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 45.00 FEET, AND TO WHICH BEGINNING A RADIAL BEARS NORTH 54° 10' 00" EAST; THENCE
- 9) NORTHERLY 61.59 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 78° 25' 00"; THENCE
- 10) NORTH 47° 25' 00" WEST, 100.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 145.00 FEET, AND TO WHICH BEGINNING A RADIAL BEARS SOUTH 47° 25' 00" EAST; THENCE
- 11) EASTERLY 174.16 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 68° 49' 10"; THENCE
- 12) NORTH 23° 22' 44" EAST, 85.09 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 25.00 FEET; THENCE
- 13) NORTHERLY 39.27 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89° 59' 44"; THENCE
- 14) NORTH 66° 37' 00" WEST, 104.99 FEET; THENCE
- 15) NORTH 23° 23' 00" EAST, 190.00 FEET TO THE POINT OF BEGINNING.

BEARINGS CITED HEREIN ARE REFERENCED TO SAID VOLUME 26, PAGE 28 OF SURVEYS.

EXCEPTION TRACT THREE: (APN: 031-051-031)

(HOTEL PARCEL 2)

THAT CERTAIN REAL PROPERTY SITUATE IN RANCHO NOCHE BUENA, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, BEING A PORTION OF THAT CERTAIN 380.31 ACRE

PARCEL OF LAND SHOWN AS PARCEL 1 AS PER MAP FILED FOR RECORD IN VOLUME 26, PAGE 28 OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT BEARS SOUTH 08° 53' 45" EAST, 3,421.69 FEET FROM THE MOST NORTHERLY CORNER OF SAID PARCEL 1; THENCE

- 1) SOUTH 66° 45' 05" EAST, 77.18 FEET; THENCE
- 2) SOUTH 23° 14' 55" WEST, 516.59 FEET; THENCE
- 3) NORTH 66° 45' 05" WEST, 75.91 FEET; THENCE
- 4) NORTH 23° 06' 26" EAST, 516.59 FEET TO THE POINT OF BEGINNING.

BEARINGS CITED HEREIN ARE REFERENCED TO SAID VOLUME 26, PAGE 28 OF SURVEYS.

EXCEPTION TRACT FOUR: (APN: 031-051-032)

(TIMESHARE PARCEL 1 (VTM TIMESHARE PHASES I, II & III; LOTS A1, A2 & A3))

THAT CERTAIN REAL PROPERTY SITUATE IN RANCHO NOCHE BUENA, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, BEING A PORTION OF THAT CERTAIN 380.31 ACRE PARCEL OF LAND SHOWN AS PARCEL 1 AS PER MAP FILED FOR RECORD IN VOLUME 26, PAGE 28 OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS

FOLLOWS:

BEGINNING AT A POINT THAT BEARS SOUTH 29° 59' 36" WEST, 1,214.17 FEET FROM THE MOST NORTHERLY CORNER OF SAID PARCEL 1; THENCE

- 1) SOUTH 73° 20' 00" EAST, 132.90 FEET; THENCE
- 2) SOUTH 36° 50' 30" EAST, 135.13 FEET; THENCE
- 3) SOUTH 05° 30' 00" WEST, 322.50 FEET; THENCE
- 4) SOUTH 52° 15' 00" EAST, 282.10 FEET; THENCE
- 5) SOUTH 37° 45' 46" WEST, 117.38 FEET; THENCE
- 6) NORTH 82° 45' 00" WEST, 389.94 FEET; THENCE
- 7) SOUTH 26° 02' 40" WEST, 325.25 FEET; THENCE
- 8) SOUTH 05° 08' 34" EAST, 50.02 FEET; THENCE
- 9) NORTH 74° 11' 29" WEST, 134.72 FEET; THENCE
- 10) NORTH 17° 14' 26" EAST, 123.27 FEET; THENCE
- 11) NORTH 18° 23' 25" EAST, 918.06 FEET TO THE POINT OF BEGINNING.

BEARINGS CITED HEREIN ARE REFERENCED TO SAID VOLUME 26, PAGE 28 OF SURVEYS.

EXCEPTION TRACT FIVE: (APN: 031-051-033)

(TIMESHARE PARCEL 2 (VTM TIMESHARE PHASES IV, V, VI & VII; LOTS B1, B2, B3 & B4))

THAT CERTAIN REAL PROPERTY SITUATE IN RANCHO NOCHE BUENA, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, BEING A PORTION OF THAT CERTAIN 380.31 ACRE

PARCEL OF LAND SHOWN AS PARCEL 1 AS PER MAP FILED FOR RECORD IN VOLUME 26, PAGE 28 OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT BEARS SOUTH 24° 34' 30" WEST, 2,243.73 FEET FROM THE MOST NORTHERLY CORNER OF SAID PARCEL 1; THENCE

- 1) SOUTH 74° 11' 29" EAST, 134.72 FEET; THENCE

- 2) SOUTH 00° 56' 38" EAST, 32.36 FEET; THENCE
- 3) SOUTH 43° 45' 00" EAST, 91.80 FEET; THENCE
- 4) SOUTH 79° 09' 47" EAST, 515.81 FEET; THENCE
- 5) SOUTH 69° 00' 05" EAST, 404.66 FEET; THENCE
- 6) SOUTH 58° 00' 30" EAST 297.45 FEET; THENCE
- 7) SOUTH 67° 24' 43" EAST, 218.78 FEET; THENCE
- 8) SOUTH 18° 13' 36" WEST, 147.74 FEET; THENCE
- 9) NORTH 70° 11' 29" WEST, 622.48 FEET; THENCE
- 10) NORTH 68° 42' 42" WEST, 277.08 FEET; THENCE
- 11) NORTH 73° 40' 00" WEST, 155.99 FEET; THENCE
- 12) SOUTH 86° 25' 16" WEST, 349.95 FEET; THENCE
- 13) SOUTH 78° 50' 32" WEST, 237.93 FEET; THENCE
- 14) NORTH 36° 18' 25" WEST, 147.89 FEET; THENCE
- 15) NORTH 44° 00' 03" EAST, 155.37 FEET; THENCE
- 16) NORTH 16° 09' 08" EAST, 250.74 FEET TO THE POINT OF BEGINNING.

BEARINGS CITED HEREIN ARE REFERENCED TO SAID
VOLUME 26, PAGE 28 OF SURVEYS.

EXCEPTION TRACT SIX: (APN: 031-051-051)

(TIMESHARE PARCEL 3 (VTM TIMESHARE PHASES VIII & IX; LOTS C1
& C2))

THAT CERTAIN REAL PROPERTY SITUATE IN RANCHO NOCHE BUENA,
IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, BEING A PORTION
OF THAT CERTAIN 380.31 ACRE PARCEL OF LAND SHOWN AS PARCEL 1 AS
PER MAP FILED FOR RECORD IN VOLUME 26, PAGE 28 OF SURVEYS IN THE
OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS
FOLLOWS:

BEGINNING AT A POINT THAT BEARS S. 24° 53' 59" W., 2638.33
FEET; THENCE S. 36° 18' 25" E., 147.89

FEET; THENCE N. 78° 50' 32" E., 237.93 FEET, THENCE N. 86° 25'
16" E., 349.95 FEET; THENCE S. 73° 40'

00" E., 155.99 FEET; THENCE S. 68° 42' 42" E. 277.08 FEET FROM THE MOST NORTHERLY CORNER OF SAID PARCEL 1; THENCE

- 1) S. 70° 11' 29" E., 209.90 FEET; THENCE
- 2) S. 36° 06' 48" W., 428.22 FEET; THENCE
- 3) S. 42° 45' 47" W., 224.86 FEET; THENCE
- 4) S. 00° 28' 45" E., 265.56 FEET; THENCE
- 5) S. 70° 52' 34" W., 167.49 FEET; THENCE
- 6) N. 56° 52' 25" W., 219.32 FEET; THENCE
- 7) N. 83° 52' 52" E., 149.07 FEET; THENCE
- 8) N. 11° 39' 52" E., 202.98 FEE; THENCE
- 9) N. 42° 48' 20" E., 313.39 FEET; THENCE
- 10) N. 23° 13' 15" E., 367.94 FEET; TO THE POINT OF BEGINNING.

BEARINGS CITED HEREIN ARE REFERENCED TO SAID VOLUME 26, PAGE 28 OF SURVEYS.

EXCEPTION TRACT SEVEN: (APN: 031-051-035)

(RESIDENTIAL PARCEL 1 (VTM RESIDENTIAL PHASE I; LOTS 5-29))

THAT CERTAIN REAL PROPERTY SITUATE IN RANCHO NOCHE BUENA, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, BEING A PORTION OF THAT CERTAIN 380.31 ACRE PARCEL OF LAND SHOWN AS PARCEL 1 AS PER MAP FILED FOR RECORD IN VOLUME 26, PAGE 28 OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT BEARS SOUTH 30° 52' 49" EAST,
1,354.38 FEET FROM THE MOST NORTHERLY CORNER OF SAID
PARCEL 1; THENCE

- 1) SOUTH 23° 23' 00" WEST, 42.93 FEET; THENCE
- 2) NORTH 86° 20' 00" WEST, 984.60 FEET; THENCE
- 3) SOUTH 57° 55' 00" WEST, 111.11 FEET; THENCE
- 4) NORTH 36° 50' 30" WEST, 135.13 FEET TO THE BEGINNING OF A
CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 165.00 FEET;
THENCE
- 5) NORTHERLY 173.39 FEET ALONG SAID CURVE THROUGH A CENTRAL
ANGLE OF 60° 12' 31" TO THE BEGINNING OF A COMPOUND CURVE
HAVING A RADIUS OF 250.00 FEET; THENCE
- 6) NORTHEASTERLY 188.57 FEET ALONG SAID CURVE THROUGH A
CENTRAL ANGLE OF 43° 12' 59"; THENCE
- 7) NORTH 66° 35' 00" EAST, 275.00 FEET TO THE BEGINNING OF
A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF
1,000.00 FEET; THENCE
- 8) NORTHEASTERLY 243.95 FEET ALONG SAID CURVE THROUGH A
CENTRAL ANGLE OF 13° 58' 39" TO THE BEGINNING OF A REVERSE
CURVE HAVING A RADIUS OF 50.00 FEET; THENCE
- 9) EASTERLY 39.29 FEET ALONG SAID CURVE THROUGH A CENTRAL
ANGLE OF 45° 01' 23" TO THE BEGINNING OF A COMPOUND CURVE
HAVING A RADIUS OF 145.00 FEET; THENCE
- 10) SOUTHEASTERLY 175.14 FEET ALONG SAID CURVE THROUGH A
CENTRAL ANGLE OF 69° 12' 16"; THENCE
- 11) SOUTH 13° 10' 00" EAST, 182.56 FEET TO THE BEGINNING OF
A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF
120.00 FEET; THENCE
- 12) SOUTHEASTERLY 153.24 FEET ALONG SAID CURVE THROUGH A
CENTRAL ANGLE OF 73° 10' 00"; THENCE
- 13) SOUTH 86° 20' 00" EAST, 69.59 FEET; THENCE
- 14) SOUTH 03° 40' 00" WEST, 100.00 FEET TO THE BEGINNING OF A
NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF
794.99 FEET, AND TO WHICH BEGINNING A RADIAL BEARS SOUTH 03°
40' 00" WEST; THENCE
- 15) EASTERLY 145.74 FEET ALONG SAID CURVE THROUGH A CENTRAL
ANGLE OF 10° 30' 14" TO THE BEGINNING OF A COMPOUND CURVE
HAVING A RADIUS OF 175.00 FEET; THENCE

- 16) SOUTHEASTERLY 74.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24° 14' 16" TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 175.00 FEET; THENCE
- 17) SOUTHEASTERLY 45.89 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 01' 29"; THENCE
- 18) SOUTH 23° 23' 01" WEST, 50.00 FEET TO THE POINT OF BEGINNING.

BEARINGS CITED HEREIN ARE REFERENCED TO SAID VOLUME 26, PAGE 28 OF SURVEYS.

EXCEPTION TRACT EIGHT (APN: 031-051-045 and 031-051-044)

(Consisting of two parcels, designated Parcel A and Parcel B)

PARCEL A

BEING A 1.90 ACRE PARCEL OF LAND DESCRIBED AS FOLLOWS:
BEING A PORTION OF PARCEL 1, AS SAID PARCEL IS SHOWN ON THE RECORD OF SURVEY MAP FILED IN VOLUME 26 OF SURVEY, AT PAGE 28, RECORDS OF MONTEREY COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SOUTHERLY CORNER OF SAID PARCEL 1, SAID POINT LYING ON THE NORTHERLY LINE OF COE AVENUE, AND SAID POINT ALSO BEING THE SOUTHERLY TERMINUS OF THE COURSE DEPICTED AS N. 2° 10' 44" W., 293.61 FEET ON SAID RECORD OF SURVEY MAP, THENCE LEAVING SAID NORTHERLY LINE OF COE AVENUE, AND RUNNING ALONG WESTERLY LINE OF SAID PARCEL 1

- 1) N. 2° 10' 44" W., 293.61 FEET; THEN LEAVING SAID WESTERLY LINE THE FOLLOWING BEARINGS AND DISTANCES.
- 2) N. 31° 40' 00" W., 123.67 FEET; THENCE
- 3) N. 7° 32' 00" W., 43.42 FEET; THENCE
- 4) N. 70° 30' 00" E, 85.00 FEET; THENCE
- 5) S. 25° 30' 00" E., 232.00 FEET; THENCE
- 6) S. 1° 00' 00" W., 42.00 FEET; THENCE

- 7) S. 69° 50' 00" E., 138.00 FEET; THENCE
- 8) S. 10° 36' 00" W., 126.00 FEET; THENCE
- 9) S. 88° 25' 00" E., 238.70 FEET TO A POINT ON AN EASTERLY LINE OF SAID PARCEL 1;
- 10) S. 23° 14' 55" W., 63.00 FEET TO A POINT ON SAID NORTHERLY LINE OF COE AVENUE; THENCE RUNNING ALONG SAID NORTHERLY LINE
- 11) N. 87° 38' 15" W., 417.95 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE BEARING OF N 2° 10' 44" W ALONG A WESTERLY LINE OF PARCEL 1, AS SAID PARCEL IS SHOWN ON THE RECORD OF SURVEY MAP FILED IN VOLUME 26 OF SURVEYS, AT PAGE 28, RECORDS OF MONTEREY COUNTY.

PARCEL B

BEING A 11.27 ACRE PARCEL OF LAND DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1, AS SAID PARCEL IS SHOWN ON THE RECORD OF SURVEY MAP FILED IN VOLUME 26 OF SURVEY, AT PAGE 28, RECORDS OF MONTEREY COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A SOUTHERLY CORNER OF SAID PARCEL 1, SAID POINT LYING ON THE NORTHERLY LINE OF COE AVENUE, AND SAID POINT ALSO BEING THE SOUTHERLY TERMINUS THE COURSE DEPICTED AS N. 2° 10' 44" W, 293.61 FEET ON SAID RECORD OF SURVEY MAP, THENCE LEAVING SAID NORTHERLY LINE OF COE AVENUE, AND RUNNING ALONG A WESTERLY LINE OF SAID PARCEL 1

A) N. 2° 10' 44" W., 293.61 FEET; THENCE LEAVING SAID WESTERLY LINE

B) N. 31° 40' 00" W., 123.67 FEET; THENCE

C) N. 7° 32' 00" W., 43.42 FEET TO THE TRUE POINT OF BEGINNING; THENCE

1) N. 7° 30' 00" W. 70.00 FEET; THENCE

2) N. 13° 53' 00" E., 101.00 FEET; THENCE

3) N, 00° 43' 00" E., 37.00 FEET; THENCE

4) N. 28° 42' 00" W., 160.00 FEET; THENCE

5) N. 35° 02' 00" W., 193.00 FEET; THENCE

6) N. 16° 52' 00" E., 229.00 FEET; THENCE

7) N. 16° 08' 00" W., 193.00 FEET; THENCE

8) N. 07° 40' 00" W., 345.00 FEET; THENCE

9) N.14° 09' 00" W., 163.00 FEET; THENCE

10) N. 47° 53' 00" E., 113.63 FEET; THENCE

11) S. 79° 25' 00" E., 753.23 FEET; THENCE

12) S. 34° 18' 52" E., 72.77 FEET; THENCE

13) S. 22° 43' 58" W., 142.16 FEET; THENCE

14) S. 78° 40' 00" W., 273.99 FEET; THENCE

15) S. 23° 17' 44" W., 689.59 FEET; THENCE

16) S. 84° 11' 00" E., 168.66 FEET; THENCE

17) S.14° 53' 00" W., 435.92 FEET; THENCE

18) S. 70° 30' 00" W., 85.00 FEET TO THE TRUE POINT OF BEGINNING.

THE BASIC OF BEARING FOR THIS DESCRIPTION IS THE BEARING ON N. 2° 10' 44" W ALONG A WESTERLY LINE OF PARCEL 1, AS SAID PARCEL IS SHOWN ON THE RECORD OF SURVEY OF MAP FILED IN VOLUME 26 OF SURVEYS, AT PAGE 28, RECORDS OF MONTEREY COUNTY.

GOLF COURSE PARCEL 2:

CERTAIN REAL PROPERTY SITUATE IN RANCHO NOCHE BUENA,
COUNTY OF MONTEREY, STATE OF CALIFORNIA, PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCING AT A GRANITE MONUMENT MARKED "NB4A", BEING
AN ANGLE POINT ON THE SOUTHWESTERLY BOUNDARY OF THAT CERTAIN
PARCEL 1 OF THE FORT ORD MILITARY RESERVATION AS SAID PARCEL 1
IS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED
SEPTEMBER 7, 1994 IN VOLUME 19 OF SURVEY MAPS, AT PAGE 1,
RECORDS OF MONTEREY COUNTY, CALIFORNIA (HAVING COORDINATES:
NORTHING = 2121541.64 AND EASTING = 5734939.34); THENCE

(A) N. $66^{\circ} 43' 46''$ W., 3957.11 FEET TO THE TRUE POINT OF BEGINNING
(HAVING COORDINATES: NORTHING = 2123104.99 AND EASTING =
5731304.14); THENCE

(1) S. $77^{\circ} 49' 37''$ W., 11.76 FEET; THENCE

(2) SOUTHWESTERLY, 145.91 FEET ALONG THE ARC OF A TANGENT
CURVE TO THE LEFT HAVING A RADIUS OF 85.00 FEET, THROUGH A
CENTRAL ANGLE OF $98^{\circ} 21' 00''$; THENCE TANGENTIALLY

(3) S. $20^{\circ} 31' 23''$ E., 32.81 FEET; THENCE

(4) S. $55^{\circ} 53' 55''$ W., 57.43; THENCE

(5) NORTHWESTERLY 174.74 FEET ALONG THE ARC OF A TANGENT
CURVE TO THE RIGHT HAVING A RADIUS OF 220.00 FEET, THROUGH A
CENTRAL ANGLE OF $45^{\circ} 30' 32''$; THENCE TANGENTIALLY

(6) N. $78^{\circ} 35' 33''$ W., 90.16 FEET; THENCE

(7) N. $11^{\circ} 46' 00''$ E., 271.23 FEET; THENCE

(8) NORTHEASTERLY, 48.21 FEET ALONG THE ARC OF A TANGENT CURVE
TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, THROUGH A
CENTRAL ANGLE OF $92^{\circ} 04' 19''$; THENCE TANGENTIALLY

(9) S. $76^{\circ} 09' 41''$ E., 182.36 FEET; THENCE

(10) SOUTHEASTERLY, 109.41 FEET ALONG THE ARC OF A TANGENT
CURVE TO THE RIGHT HAVING A RADIUS OF 220.00 FEET, THROUGH A
CENTRAL ANGLE OF $28^{\circ} 29' 38''$ TO THE CURVE POINT OF BEGINNING.
AND BEING A PORTION OF SAID PARCEL 1.

EXCEPTING THEREFROM ALL WATER RIGHTS TO POTABLE WATER
DERIVED FROM THE SALINAS AQUIFER, AS SET FORTH IN THE DEED
RECORDED JANUARY 15, 1997 IN REEL 3468, PAGE 1515, OFFICIAL
RECORDS.

GOLF COURSE "PARCEL 3":

CERTAIN REAL PROPERTY SITUATE IN MONTEREY CITY LANDS TRACT NO. 1, COUNTY OF MONTEREY, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A GRANITE MONUMENT MARKED "NB4A", BEING AN ANGLE POINT ON THE SOUTHWESTERLY BOUNDARY OF THAT CERTAIN PARCEL 1 OF THE FORT ORD MILITARY RESERVATION AS SAID PARCEL 1 IS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED SEPTEMBER 7, 1994 IN VOLUME 19 OF SURVEY MAPS, AT PAGE 1, RECORDS OF MONTEREY COUNTY, CALIFORNIA (HAVING COORDINATES: NORTHING = 2121541.64 AND EASTING = 5734939.34); THENCE

(A) N. 65° 14' 42" E., 1172.01 FEET TO THE TRUE POINT OF BEGINNING (HAVING COORDINATES: NORTHING = 2122032.41 AND EASTING = 5736003.65), THENCE

(1) N. 23° 20' 00" E., (AT 207.55 FEET, A POINT HEREINAFTER REFERRED TO AS "POINT A"; AT 293.18 FEET, A POINT HEREINAFTER REFERRED TO AS "POINT B") 300 FEET; THENCE

(2) S. 66° 40' 00" E., (AT 118.91 FEET, A POINT HEREINAFTER REFERRED TO AS "POINT C", AT 149.02 FEET, A POINT HEREINAFTER REFERRED TO AS "POINT D"), 300.00 FEET; THENCE

(3) S. 23° 20' 00" W., (AT 24.05 FEET, A POINT HEREINAFTER REFERRED TO AS "POINT D", AT 55.76 FEET, A POINT HEREINAFTER REFERRED TO AS "POINT E"), 300.00 FEET, THENCE

(4) N. 66° 40' 00" W., 300.00 FEET TO THE TRUE POINT OF BEGINNING AND BEING A PORTION OF SAID PARCEL 1.

EXCEPTING THEREFROM ALL WATER RIGHTS TO POTABLE WATER DERIVED FROM THE SALINAS AQUIFER, AS SET FORTH IN THE DEED RECORDED JANUARY 15, 1997 IN REEL 3468, PAGE 1515, OFFICIAL RECORDS.

GOLF COURSE "PARCEL 3A":

A 70 FOOT-WIDE EASEMENT FOR WATER LINE PURPOSES OVER THE FOLLOWING DESCRIBED PARCEL.

BEGINNING AT HEREINABOVE DESCRIBED "POINT A";
THENCE

- (1) N. 31° 30' 00" W., 874.03 FEET; THENCE
- (2) N. 70° 00' 00" W., 120.92 FEET TO A POINT ON THE
SOUTHEASTERLY BOUNDARY OF THAT CERTAIN 40.092 ACRE PARCEL
SHOWN AND DESIGNATED AS "PARCEL 3 (FITCH SCHOOL)" ON THAT
CERTAIN RECORD OF SURVEY MAP FILED NOVEMBER 14, 1994 IN
VOLUME 19 OF SURVEY MAPS, AT PAGE 22, RECORDS OF MONTEREY
COUNTY, CALIFORNIA, AS SAID POINT BEARS (ALONG SAID
BOUNDARY) S. 23° 14' 55" W., 278.82 FEET DISTANT FROM THE
MOST EASTERLY CORNER OF SAID PARCEL 3; THENCE ALONG SAID
BOUNDARY
- (3) N. 23° 14' 55" E., 70.11 FEET; THENCE LEAVING SAID
BOUNDARY
- (4) S. 70° 00' 00" E., 141.39 FEET; THENCE
- (5) S. 31° 30' 00" E., 849.15 FEET TO HEREINABOVE DESCRIBED "POINT
B"; THENCE
- (6) S. 23° 20' 00" W., 85.63 FEET TO THE POINT OF BEGINNING.

GOLF COURSE "PARCEL 3B":

A 30 FOOT-WIDE EASEMENT FOR OVERFLOW PIPE PURPOSES OVER
THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT HEREINABOVE DESCRIBED "POINT C"; THENCE

(1) N. $28^{\circ} 11' 00''$ E., 112.29 FEET; THENCE

(2) S. $61^{\circ} 49' 00''$ E., 30.00 FEET; THENCE

(3) S. $28^{\circ} 11' 00''$ W., 109.74 FEET TO A POINT HEREINABOVE
DESCRIBED AS "POINT D"; THENCE

(4). N. $66^{\circ} 40' 00''$ W., 30.11 FEET TO THE POINT OF BEGINNING.

GOLF COURSE "PARCEL 3C":

A 30 FOOT-WIDE EASEMENT FOR ROAD PURPOSES OVER THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT HEREINABOVE DESCRIBED "POINT E"; THENCE

(1) S. $47^{\circ} 45' 00''$ E., 85.80 FEET; THENCE

(2) S. $43^{\circ} 45' 00''$ E., 219.42 FEET; THENCE

(3) S. $56^{\circ} 00' 00''$ W., 30.44 FEET; THENCE

(4) N. $43^{\circ} 45' 00''$ W., 213.22 FEET; THENCE

(5) N. $47^{\circ} 45' 00''$ W., 74.47 FEET TO HEREINABOVE DESCRIBED "POINT F"; THENCE

(6) N. $23^{\circ} 20' 00''$ E., 31.71 FEET TO THE POINT OF BEGINNING.

GOLF COURSE "PARCEL 4":

AN EASEMENT FOR ROAD AND UTILITY PURPOSES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A GRANITE MONUMENT MARKER "NB4A", BEING AN ANGLE POINT ON THE SOUTHWESTERLY BOUNDARY OF THAT CERTAIN PARCEL 1 OF THE FORT ORD MILITARY RESERVATION AS SAID PARCEL 1 IS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED SEPTEMBER 7, 1994 IN VOLUME 19 OF SURVEY MAPS, AT PAGE 1, RECORDS OF MONTEREY COUNTY, CALIFORNIA (HAVING COORDINATES: NORTHING EQUALS 2121541.64 AND EASTING EQUALS 5734939.34); THENCE

(1) N. 87° 38' 15" W., 2620.44 FEET; THENCE LEAVING SAID BOUNDARY, (2) N. 34° 09' 07" W., 1118.93 FEET; THENCE

(3) N. 55° 50' 53" E., 62.65 FEET; THENCE

(4) S. 33° 54' 04" E., 759.29 FEET; THENCE

(5) S. 40° 09' 33" E., 114.92 FEET; THENCE

(6) S. 48° 11' 17" E., 206.18 FEET; THENCE

(7) SOUTHEASTERLY, 179.02 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVE A RADIUS OF 260.00 FEET, THROUGH A CENTRAL ANGLE OF 39° 26' 58" THENCE TANGENTIALLY

(8) S. 87° 38' 15" E., 1279.68 FEET; THENCE

(9) N. 23° 14' 55" E., 77.69 FEET TO THE MOST WESTERLY CORNER OF THAT CERTAIN 40.092 ACRE PARCEL SHOWN AND DESIGNATED AS PARCEL 3 (FITCH SCHOOL) ON THAT CERTAIN RECORD OF SURVEY MAP FILED NOVEMBER 16, 1994 IN VOLUME 19 OF SURVEY MAPS, AT PAGE 22, RECORDS OF MONTEREY COUNTY, CALIFORNIA, THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID 40.092 ACRE PARCEL,

(10) S. 87° 38' 15" E., 429.80 FEET, THENCE

(11) NORTHEASTERLY 1121.83 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 930.00 FEET, THROUGH A CENTRAL ANGLE OF 69° 06' 50"; THENCE LEAVING LAST SAID BOUNDARY,

(12) S. 19° 26' 42" W., 753.69 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL WATER RIGHT TO POTABLE WATER DERIVED FROM THE SALINAS AQUIFER, AS SET FORTH IN THE DEED

RECORDED JANUARY 15, 1997 IN REEL 3468, PAGE 1515, OFFICIAL
RECORDS.

GOLF COURSE "PARCEL 5":

AN EASEMENT FOR ROAD AND UTILITY PURPOSES MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN ANGLE POINT ON THE NORTHWESTERLY BOUNDARY OF THAT CERTAIN 375.134 ACRE PARCEL (FORT ORD GOLF COURSES), AS SAID BOUNDARY AND PARCEL ARE SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED NOVEMBER 16, 1994 IN VOLUME 19 OF SURVEY MAPS, AT PAGE 21, RECORDS OF MONTEREY COUNTY, CALIFORNIA, SAID POINT ALSO BEING SHOWN AND DESIGNATED AS CORNER NUMBERED TWENTY-TWO (22) ON SAID MAP (HAVING COORDINATES: NORTHING EQUALS 2125520.43 AND EASTING EQUALS 5731464.95); THENCE ALONG SAID BOUNDARY,

- (1) N. 44° 39' 19" E., 1733.18 FEET; THENCE
- (2) EASTERLY, 414.10 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVE A RADIUS OF 470.00 FEET, THROUGH A CENTRAL ANGLE OF 50° 28' 54"; THENCE TANGENTIALLY
- (3) S. 84° 51' 47" E., 1476.58 FEET; THENCE
- (4) NORTHEASTERLY, 468.31 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, THROUGH A CENTRAL ANGLE OF 50° 37' 37"; THENCE TANGENTIALLY
- (5) N. 44° 30' 36" E., (AT 436.91 FEET, LEAVING SAID BOUNDARY) 1214.31 FEET; THENCE
- (6) N. 52° 45' 18" W., 60.49 FEET; THENCE
- (7) S. 44° 30' 36" W., 1206.66 FEET; THENCE
- (8) WESTERLY, 415.30 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET, THROUGH A CENTRAL ANGLE OF 50° 37' 37", THENCE TANGENTIALLY
- (9) N. 84° 51' 47" W., 1476.58 FEET; THENCE
- (10) SOUTHWESTERLY, 466.97 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, THROUGH A CENTRAL ANGLE OF 50° 28' 54"; THENCE TANGENTIALLY
- (11) S. 44° 39' 19" W., 2088.27 FEET; THENCE

- (12) SOUTHWESTERLY, 153.84 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 4770.00 FEET, THROUGH A CENTRAL ANGLE OF 18° 45' 16"; THENCE TANGENTIALLY
- (13) S. 63° 24' 35" W., 649.45 FEET; THENCE
- (14) SOUTHWESTERLY, 167.68 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1830.00 FEET, THROUGH A CENTRAL ANGLE OF 05° 15' 00"; THENCE TANGENTIALLY
- (15) S. 58° 09' 35" W., 39.73 FEET; THENCE
- (16) S. 57° 59' 07" W., 255.83 FEET; THENCE
- (17) SOUTHWESTERLY, 257.69 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 570.00 FEET WHOSE CENTER BEARS N. 32° 03' 19" W., THROUGH A CENTRAL ANGLE OF 25° 54' 09"; THENCE TANGENTIALLY
- (18) S. 83° 50' 50" W., 173.72 FEET; THENCE
- (19) SOUTHWESTERLY, 336.66 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 605.00 FEET, THROUGH A CENTRAL ANGLE OF 31° 52' 59"; THENCE NON- TANGENTIALLY
- (20) S. 39° 02' 05" W., 48.88 FEET; THENCE
- (21) SOUTHWESTERLY, 235.98 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 620.04 FEET WHOSE CENTER BEARS S. 42° 02' 56" E., THROUGH A CENTRAL ANGLE OF 21° 48' 23"; THENCE NON-TANGENTIALLY
- (22) S. 48° 10' 09" W., 16.00 FEET; THENCE
- (23) S. 04° 07' 13" W., 16.00 FEET; THENCE
- (24) S. 26° 08' 41" W., 1035.15 FEET; THENCE
- (25) SOUTHWESTERLY, 213.21 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 680.04 FEET, THROUGH A CENTRAL ANGLE OF 17° 57' 48"; THENCE TANGENTIALLY
- (26) S. 44° 06' 29" W., 255.19 FEET; THENCE
- (27) SOUTHWESTERLY 255.41 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 820.05 FEET, THROUGH A CENTRAL ANGLE OF 17° 50' 43"; THENCE TANGENTIALLY
- (28) S. 26° 15' 46" W., 187.90 FEET; THENCE
- (29) S. 03° 01' 44" W., 367.64 FEET TO AN ANGLE POINT ON THE SOUTHWESTERLY BOUNDARY OF THAT CERTAIN PARCEL 1, AS SAID BOUNDARY AND PARCEL ARE SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED SEPTEMBER 7, 1994 IN VOLUME 19 OF SURVEYS, AT PAGE 1, RECORDS OF MONTEREY COUNTY, CALIFORNIA, SAID

POINT ALSO BEING SHOWN AND DESIGNATED AS CORNER
NUMBERED THREE HUNDRED TWENTY-SIX (326) ON SAID MAP;
THENCE ALONG SAID BOUNDARY,

(30) N. 31° 41' 48" E., 182.78 FEET; THENCE
(31) N. 08° 14' 06" E., 113.99 FEET; THENCE
(32) S. 88° 09' 44" E., 49.74 FEET; THENCE
(33) N. 01° 50' 16" E., 60.00 FEET; THENCE
(34) N. 69° 37' 11" W., 47.18 FEET; THENCE
(35) N. 04° 32' 55" E., 45.01 FEET; THENCE
(36) N. 18° 23' 45" E., 133.46 FEET; THENCE
(37) N. 39° 37' 46" E., 233.97 FEET; THENCE
(38) N. 32° 49' 26" E., 152.97 FEET; THENCE
(39) N. 48° 49' 46" E., 154.06 FEET; THENCE
(40) N. 35° 27' 17" E., 106.34 FEET; THENCE
(41) N. 28° 43' 45" E., 404.39 FEET; THENCE
(42) N. 23° 49' 01" E., 35.65 FEET; THENCE LEAVING LAST SAID
BOUNDARY,

(43) N. 63° 51' 19" W., 19.64
FEET; THENCE

(44) N. 26° 08' 41" E., 693.51 FEET; THENCE

(45) NORTHEASTERLY, 217.71 FEET ALONG THE ARC OF A TANGENT
CURVE TO THE RIGHT HAVING A RADIUS OF 560.04 FEET, THROUGH
A CENTRAL ANGLE OF 22° 16' 23"; THENCE NON-TANGENTIALLY

(46) N. 39° 02' 05" E., 46.70 FEET; THENCE

(47) NORTHEASTERLY, 296.65 FEET ALONG THE ARC OF NON-TANGENT
CURVE TO THE RIGHT HAVE A RADIUS OF 545.00 FEET WHOSE
CENTER BEARS S. 37° 20' 22" E., THROUGH A CENTRAL ANGLE OF
31° 11' 12"; THENCE TANGENTIALLY

(48) N. 83° 50' 50" E., 173.72 FEET; THENCE

(49) NORTHEASTERLY, 284.81 FEET ALONG THE ARC OF A TANGENT
CURVE TO THE LEFT HAVING A RADIUS OF 630.00 FEET; THROUGH A
CENTRAL ANGLE OF 25° 54' 09"; THENCE NON- TANGENTIALLY

(50) N. 57° 59' 07" E., 255.69 FEET; THENCE

(51) N. 58° 09' 35" E., 39.64 FEET; THENCE

(52) NORTHEASTERLY, 162.18 FEET ALONG THE ARC OF A
TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1770.00
FEET THROUGH A CENTRAL ANGLE OF 05° 15' 00"; THENCE
TANGENTIALLY

- (53) N. $63^{\circ} 24' 35''$ E., 649.45 FEET; THENCE
(54) NORTHEASTERLY, 173.48 FEET ALONG THE ARC OF A TANGENT
CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, THROUGH A
CENTRAL ANGLE OF $18^{\circ} 45' 16''$; THENCE TANGENTIALLY
(55) N. $44^{\circ} 39' 19''$ E., 355.09 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL WATER RIGHTS TO POTABLE WATER
DERIVED FROM THE SALINAS AQUIFER, AS SET FORTH IN THE DEED
RECORDED JANUARY 15, 1997 IN REEL 3468, PAGE 1515, OFFICIAL
RECORDS.

GOLF COURSE "PARCEL 6":

TEMPORARY EASEMENT OVER ALL THOSE CERTAIN PIECES OR PARCELS OF LAND DESCRIBED IN A MEMORANDUM OF AMENDED AND RESTATED LEASE RECORDED DECEMBER 15, 2005 AS INSTRUMENT NO. 2005131760 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM LOTS 1 THROUGH 38 AND PARCELS A THROUGH I OF "SEASIDE RESORT ESTATES SUBDIVISION PHASE 1A AND 1B" FILED FOR RECORD AUGUST 21, 2007, IN VOLUME 24 OF CITIES AND TOWNS, AT PAGE 11, RECORDS OF MONTEREY COUNTY.

IN ASSOCIATION WITH A LOT LINE ADJUSTMENT OF LOT 7 OF SAID MAP, ALSO EXCEPTING THE PORTION DESCRIBED IN DOCUMENT NUMBER 2021056588, RECORDS OF MONTEREY COUNTY.

ALSO EXCEPTING THEREFROM PARCELS A AND B AS SAID PARCELS ARE SHOWN ON THE MAP ENTITLED "PHASE 2A & 2B - THE ENCLAVE" FILED FOR RECORD _____, 2021 IN VOLUME _____ OF _____ AT PAGE _____, RECORDS OF MONTEREY COUNTY.

EXHIBIT C
Legal Description of Parcels No Longer Subject to Temporary
Easement

Lots 1-38 and Parcels B through I of Seaside Resort Estates
Subdivision 1A and 1B according to the Final Map recorded in the
Office of the Monterey County Recorder in Volume 24 of Cities and
Towns and Page 11.

Parcel A as shown on the map entitled "Phase 2A & 2B – The
Enclave filed for record on [REDACTED], 2021 in
[REDACTED] in the Office of the Monterey County Recorder.

Parcel A as shown on the map entitled "Phase 2A & 2B – The
Enclave filed for record on [REDACTED], 2021 in
[REDACTED] in the Office of the Monterey County Recorder.

APPROVAL OF TRANSFER OF TENANT'S INTEREST
UNDER AMENDED AND RESTATED GROUND LEASE

This Approval (the "Approval") of Transfer of Tenant's Interest Under Amended and Restated Ground lease is dated as of _____, 2021.

A. The City of Seaside, a municipal corporation (the "City"), and B&B Golf Course Properties, LLC, an Arizona limited liability company ("B&B"), are parties to an Amended and Restated Ground Lease dated as of December 15, 2005 (as amended from time to time, the "Lease") pertaining to the Bayonet and Black Horse Golf Courses in Seaside, California. A Memorandum of Amended and Restated Lease on December 15, 2005 evidencing the Lease was recorded in the Monterey County Recorder's Office as instrument number 2005131760, which Memorandum was amended most recently by an amendment recorded in the Monterey County Recorder's Office as instrument number 2019043564. Terms defined in the Lease shall have the same meaning when used in this Approval.

B. Tenant has requested the City's approval under Section 16(e) of the Lease of a proposed Transfer of Tenant's interest under the Lease to Seaside Golf Acquisition Group, LLC (the "Transferee").

C. The City has determined that Tenant has satisfied the procedural and documentary requirements for a Transfer and has reviewed information satisfactory to the City concerning the identity, experience and financial resources of the proposed transferee.

D. The City hereby approves Transferee as a successor to Tenant under the Lease and approves the proposed Transfer by Tenant to Transferee.

E. Pursuant to Section 16(f)(i) of the Lease, the Transfer shall be effective upon the recordation in the Monterey County Recorder's Office of an assignment and assumption of the Lease under which the Transferee assumes all of the obligations of Tenant under the Lease and agrees to be subject to all conditions and restrictions to which the Tenant is subject arising during such person's ownership of the Lease.

[Signature appears on the next page.]

IN WITNESS WHEREOF, the City has executed this Approval.

CITY OF SEASIDE

By: _____
Print Name: _____
Title: _____

ATTEST:

Dominique Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon